



CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, December 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. Presentation by Randy Devine, NPGA, regarding NPGA Gas Supply Agreement for Total Requirements (by phone)
3. Continued discussion of proposal by Phil Long Toyota concerning relocation – DOLA EIAF Grant Request for Cedar Street extension and utility relocation
4. No-Notice Storage and Transportation Delivery Service Agreement and Transportation Service Agreement Rate Schedule
5. Review of DOLA contract on behalf of the Trinidad Housing Authority for upgrades to the Corazon Square Senior Housing Complex and signatory resolution
6. Resolution approving Contract with Colorado Department of Transportation for Wayfinding Signage
7. Consideration of SGM Change Order for the Commercial Street Project Plum Street Pocket Park Design
8. Discussion regarding possible Bill of Charges concerning Planning, Zoning and Variance Commission Member Richard George
9. Trinidad Historic District Loop right-of-way acquisition services proposal
10. Discussion of other agenda items

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



Council Communication

City Council Work session: December 9, 2014

Prepared by: Linda Vigil, December 4, 2014

Dept. Head Signature: *Mike A. Valentine*

of Attachments: 1

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Subject: National Public Gas Agency Gas Supply Agreement for Total Requirements

Presenter: Randy Devine, NPGA (via phone conference)
Mike Valentine, Public Works/Utilities Director

Recommended City Council Action: Discussion of the National Public Gas Agency Gas Supply Agreement for Total Requirements Supply since our current Gas Supply Agreement and Service Schedule agreement expires March 31, 2015.

Summary Statement: In March 2013, the city received advanced notice from NPGA that the Gas Supply Agreement dated March 31, 2009 will be terminated on March 31, 2015. In conjunction with the decision, the NPGA Board of Directors voted to adopt the new standard form agreement for total requirements gas supply for its participants. In addition to the agreement, NPGA is offering to its members either the option to receive a Gas Cost of Service Study or a monthly credit.

Expenditure Required: Yes, monthly purchases of natural gas for Trinidad's Gas Distribution System.

Source of Funds: Gas Budget

Policy Issue:

Alternative:

Background Information: The gas supply agreement provided by NPGA consists of a rolling ten (10) year period to begin on April 1, 2015 thru April 1, 2025 and includes a revised schedule of rates and charges based upon a leveled purchase plan. The purpose of the ten (10) year rolling period contract is to allow NPGA to continuously seek lower gas prices for its pool of gas members to provide equitable sharing of the resulting benefits and costs.

The gas supply agreement includes the transportation charges from Kinder Morgan previously known as Colorado Interstate Gas Company. Finally and in addition to the agreement, NPGA members have the option to participate in a Gas Cost of Service Study or receive a monthly credit. Regardless, NPGA is requesting their members to formally indicate which option they elect to receive.

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GAS SUPPLY AGREEMENT FOR TOTAL REQUIREMENTS SUPPLY

between

National Public Gas Agency

and

City of Trinidad, Colorado

THIS GAS SUPPLY AGREEMENT FOR TOTAL REQUIREMENTS SUPPLY ("Agreement") is made and entered into this _____ day of _____, 20____, by and between National Public Gas Agency (formerly Nebraska Public Gas Agency), a public corporation of the State of Nebraska, hereinafter called "NPGA", and the City of Trinidad, Colorado, hereinafter called "Participant".

RECITALS:

1. NPGA has the authority to negotiate for and on behalf of the membership of NPGA or in combination with others for the purchase, distribution, transportation or sale of natural gas and natural gas reserves, or any combination thereof with any entity engaged in the purchase, distribution, transportation or sale of natural gas, whether public or private located within or without the State of Nebraska.

2. Participant owns and operates a distribution system for the distribution and sale of natural gas and for such operations desires a supply of natural gas from NPGA. Participant may operate a gas transportation system.

3. The Parties recognize that it is of the utmost importance to the Participant that its gas distribution facilities be preserved and that the investment in those gas distribution facilities be utilized in the most efficient manner possible in satisfying the Participant's future natural gas needs.

4. The Parties hereto desire to enter into an agreement which will help assure the Participant a supply of firm gas to meet its requirements.

In consideration of the agreements herein contained, the Parties do hereby mutually agree as follows:

ARTICLE I

OBJECTIVES

1.01 The objectives of this Agreement are:

- (a) To provide the means for an adequate natural gas supply for the Participant in conformance with proper standards of reliability.

- (b) To provide the means for optimal use of natural gas distribution and transportation facilities resulting in the efficient use of natural gas resources.
- (c) To attain maximum practicable economy to the Participant and other NPGA participants consistent with proper standards of reliability and to provide for equitable sharing of the resulting benefits and costs.

1.02 In order to attain the objective of this Agreement, the Participant shall observe the applicable provisions of this Agreement in good faith and shall cooperate with all other NPGA participants where possible.

ARTICLE II

TERM OF AGREEMENT

2.01 This Agreement shall be legally binding upon execution by the Parties and approval of the NPGA Board of Directors. Total requirements natural gas service shall begin on April 1, 2015 and will continue in rolling ten (10) year periods as provided below. The term's end date will automatically extend by an additional year on each April 1, beginning April 1, 2016, unless and until terminated as provided in Section 2.02 below (hereinafter, the "Term"). For example, the initial term shall be April 1, 2015 to April 1, 2025, and effective April 1, 2016 an additional year will be added to the term to result in a rollover date of April 1, 2026, subject to termination as provided below.

2.02 Notwithstanding Section 2.01: (i) Participant may terminate this Agreement at any time by three (3) years' written notice to NPGA, which will then send written notice to all other NPGA participants notifying them of the termination. (ii) NPGA may terminate this Agreement at any time by three (3) years' written notice to Participant.

2.03 In the event Participant fails to perform its obligations pursuant to this Agreement or breaches its obligations under the Amended and Restated NPGA Interlocal Agreement or the Bylaws of NPGA, the NPGA Board of Directors may at its option give written notice to the Participant specifying such breach or failure to perform and establishing a reasonable period that Participant shall have to fulfill its obligations pursuant to this Agreement, the Amended and Restated NPGA Interlocal Agreement or the Bylaws of NPGA. If the Participant's failure to perform its obligation is continuing (an "Event of Default"), the NPGA Board of Directors may cease delivering natural gas to Participant and/or immediately terminate this Agreement and exercise any and all rights and remedies at law or in equity, provided that such cessation shall not relieve Participant of any obligation under this Agreement including the obligation to pay amounts for natural gas, transportation, and associated charges, for the three-year period beginning on the date of such cessation, assuming a natural gas requirement equal to Participant's demand for the 12 months preceding such failure, plus all other costs of indemnification provided in Section 12.03 plus interest on unpaid amounts, less any amount received by NPGA from the sale of natural gas or other services it would have otherwise provided; however, that NPGA shall not be under a duty to mitigate the damages it may incur as a result of Participant's default hereunder, but shall undertake such sale as a convenience to and as agent for Participant.

2.04 Termination of this Agreement shall not impair, amend, or change any previous contracts or agreements. Such contracts and agreements shall continue in full force, including

all rates, terms, obligations and conditions, until the expiration of such contracts and agreements, or unless sooner released by the NPGA Board of Directors.

ARTICLE III

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

3.01 "Day" - A period of twenty-four (24) consecutive hours beginning and ending at twelve o'clock noon Central Time or at such other hour as the NPGA Board of Directors may determine.

3.02 "Month" - A period beginning at noon, or such other hour as determined by the NPGA Board of Directors, on the first day of the calendar month and ending at the aforesaid time on the first day of the next month.

3.03 "Point of Delivery" - The point at the connection of the facilities of NPGA or another transporting entity and Participant at which the gas leaves the outlet side of the measuring equipment or main pipeline of NPGA or other transporting entity and enters Participant's distribution or pipeline system or another agreed upon point.

3.04 "Cubic Foot of Gas" - The amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60°) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.

3.05 "British thermal unit" (Btu) - The amount of energy required to increase the temperature of one (1) pound of water one degree (1°) Fahrenheit from fifty-eight degrees (58°) to fifty-nine degrees (59°) Fahrenheit.

3.06 "MMbtu" - One million (1,000,000) British Thermal Units.

3.07 "Party" - Shall mean either Participant or NPGA.

3.08 "Participant" ("Party") - An entity which is in good standing as a full member or an associate member with the Nebraska Municipal Power Pool ("NMPP"), and a signatory to this Agreement.

3.09 "NMPP" - The Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska.

3.10 "Firm" - Shall mean, with respect to service by NPGA, that NPGA may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure.

3.11 "Gas" - any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

3.12 "Year" - a period of twelve consecutive months (52 consecutive weeks) beginning on one Day and ending on the same Day the following year.

ARTICLE IV

PARTICIPATION PREREQUISITES

4.01 Participant shall remain a member (either full member or associate member) in good standing of the Nebraska Municipal Power Pool as defined in the Articles of Incorporation and the By-Laws of the Nebraska Municipal Power Pool, or its successor entities.

ARTICLE V

TOTAL REQUIREMENTS PARTICIPATION; SERVICES TO BE PROVIDED

5.01 Participant, located on the gas transportation system of Colorado Interstate Gas Company, L.L.C., hereby contractually commits to NPGA to purchase its total requirements of natural gas from NPGA, except that already under contract with certain other entities as identified in Exhibit A attached to and made a part of this Agreement, for the Term of this Agreement. Participant hereby obligates NPGA to economically schedule all existing and future natural gas resources and to schedule all required natural gas for the Participant's needs in accordance with this Agreement.

5.02 Scheduling of Deliveries. All deliveries of natural gas to and from Participant will be dispatched by NPGA.

5.03 The Delivery Point(s) of natural gas to be delivered hereunder shall be identified on Exhibit B attached to and made a part of this Agreement.

5.04 Schedule of Rates

- (a) The Schedule of Rates and Charges is attached to this Agreement and shall remain effective until modified by the NPGA Board of Directors.
- (b) Participant shall make payments for natural gas supplied to it by NPGA in accordance with Article VIII.
- (c) The rates established herein may be modified from time to time by the NPGA Board of Directors.

5.05 Participant understands and agrees that this Agreement and the operations hereunder are subject to all applicable laws, ordinances, orders, rules and regulations of any governmental entity having or asserting jurisdiction, (such as the Federal Energy Regulatory Commission (FERC)); and the terms and conditions stated herein are subject to modifications resulting from changes in any such laws, ordinances, orders, rules or regulations.

5.06 During the Term of this Agreement, NPGA will serve as agent for Participant's transportation agreement with Colorado Interstate Gas Company, L.L.C., or any successor, to the extent that the transportation service agreement used to serve Participant is held in the Participant's name, and NPGA will control any and all capacity and storage gas for Participant. Accordingly, Participant hereby designates NPGA as Participant's exclusive agent for the Participant for such matters. Participant shall advise the transportation provider, in writing, that NPGA is designated by the Participant, pursuant to this Agreement, as the agent for the Participant's transportation service and for any storage gas, and that the Participant requests

that all communications pertaining to the Participant's transportation service arrangements or storage gas shall be directed to NPGA. NPGA shall have no liability in the event of loss of control of Participant's capacity or storage gas through no fault of NPGA. In the event Participant terminates the agent designation or NPGA's control or if for any reason NPGA loses control of the capacity or storage gas during the Term of this Agreement, NPGA may deem such change in control a material breach of contract and exercise all rights and remedies at law or in equity. Further, Participant must within thirty (30) days either return control of the storage gas to NPGA or pay NPGA an amount equal to NPGA's cost of such storage gas, as determined by NPGA.

5.07 In the event this Agreement expires or is terminated for any reason, Participant must within thirty (30) days of such expiration or termination pay NPGA an amount equal to NPGA's cost of the storage gas remaining as of the date of expiration or termination of this Agreement, as determined by NPGA.

5.08 To the extent that NPGA holds in its name the transportation service agreement used to serve Participant, in the event this Agreement expires or is terminated, Participant must take or pay for such transportation service through the term in which NPGA is contractually obligated with the third party.

5.09 Assignment of Contracts. Participant agrees to assign to NPGA by the effective date of this Agreement, all current natural gas supply and transportation contracts and agreements (excluding transportation agreements for which NPGA serves as agent pursuant to this Agreement), with entities other than NPGA. Said contracts and agreements are listed on Exhibit C hereto and constitute all of Participant's natural gas contracts and agreements. Upon termination of this Agreement, NPGA agrees to assign back to Participant all natural gas supply and transportation contracts and agreements assigned by Participant to NPGA under this Section or such part of any replacement contracts and agreements for natural gas supply and transportation entered into by NPGA insofar as they apply to service in or for Participant.

5.10 NPGA will purchase or provide such natural gas reserve(s), storage, gas purchases, transportation service, and other service(s) as may be necessary for the reliable and economical supply of gas to the Participant.

5.11 In addition, the duties of NPGA will include but are not limited to the following:

- (a) Provide for facilities for the day-to-day scheduling and coordination, in accordance with the directions of the NPGA Board of Directors, of the natural gas supplies, storage, reserves, and transportation facilities for the Participant and such other facilities, materials, supplies, and services as the NPGA Board of Directors may determine are necessary and desirable to carry out the provisions of this Agreement.
- (b) Buy and sell natural gas or provide other services for the Participant according to this Agreement and within the guidelines established by the NPGA Board of Directors.
- (c) Provide for the record-keeping associated with the functions of NPGA.
- (d) Act on behalf of the Participant in carrying out any action properly taken pursuant to the provisions of this Agreement and within the authority granted by the NPGA Board of Directors.

- (e) Execute any contract, lease or other instrument which has been properly authorized by the NPGA Board of Directors pursuant to this Agreement and file, if necessary, with appropriate governmental bodies this Agreement and documents amending or supplementing this Agreement, contracts with non-participants, and related rate schedules and such other documents as may be appropriate.

5.12 NPGA will perform such other services for the Participant as the NPGA Board of Directors may from time to time direct and may contract for services with natural gas suppliers or pipelines which are not parties to this Agreement. The functions of NPGA shall be carried out consistent with the goal of satisfying the natural gas requirements of all NPGA participants at the lowest practical cost.

5.13 All expenses incurred by NPGA in the execution of duties under this Agreement and any similar agreements with other NPGA participants, plus a management fee to be set by the NPGA Board of Directors, shall be paid by Participant and the other NPGA participants according to a formula or formulas developed by the NPGA Board of Directors. The reimbursement of expenses incurred on behalf of the Participant and other NPGA participants shall be made within such period of time as shall be established by NPGA.

5.14 Participant is required to prepare and submit all such reports concerning schedules, loads and capabilities, and transportation facilities, and other information as may be reasonably requested by NPGA.

5.15 Participant is required to maintain continuously available and manned one telephone number for contact by NPGA and response by the Participant to a request for any of the services provided by this Agreement.

5.16 Participant shall retain the sole responsibility for the operation of its system in accordance with the principles set forth in this Agreement, and for the utilization of the information which may be provided by NPGA.

5.17 Covenant as to Rates. Participant covenants and agrees that it will set rates and charges for the services of its municipal gas utility system, and revise the same from time to time, and collect and account for the revenues therefrom, so that such rates and charges will produce revenues and receipts which will at all times be sufficient to enable Participant to pay the amounts payable by it hereunder when and as the same become due, to carry out its other obligations hereunder and to pay all other amounts which are payable from or a charge upon the revenues derived from the operation of its municipal gas utility system, including but not limited to natural gas operating expenses, as and when the same become due.

ARTICLE VI

ADMINISTRATION OF AGREEMENT

6.01 The NPGA Board of Directors shall administer this Agreement so as to accomplish the objectives of this Agreement.

6.02 The duties of the NPGA Board of Directors with respect to this Agreement include but are not limited to the following duties, performance of which is subject to the Amended and Restated NPGA Interlocal Agreement, the Bylaws of NPGA, and other policies and procedures established from time to time by the NPGA Board of Directors:

- (a) Supervise the development of plans and procedures that will result in the attainment of the objectives of this Agreement.
- (b) Specify the duties and authority of various committees and task forces which may be established from time to time by the NPGA Board of Directors in accordance with the Bylaws of NPGA.
- (c) Make such administrative arrangements as may be required pertaining to matters which are pertinent to this Agreement, but which are not specifically covered herein.
- (d) Establish standards with respect to any aspect of arrangements between Participant and any other of the NPGA participants or non-participants which it determines may adversely affect the reliability of NPGA and to review such arrangements to determine compliance with such standards.
- (e) Establish and revise as necessary reliability standards for the gas supply of NPGA. Review and approve planning and operating studies made to show conformance with reliability standards.
- (f) Develop long range plans and establish annually a plan for the ensuing ten years or longer period.
- (g) Review on a continuing basis the gas load forecast of the participant.
- (h) Review plans and procedures relating to the coordination of the gas reserves and transportation facilities and operations with adjoining systems, pools and regional gas coordinating groups.
- (i) Establish and revise rules relating to the effect of abnormal conditions on operating conditions.
- (j) Cause studies to be made as necessary for administration of the aforesaid duties.
- (k) Establish procedures for the use of service agreements with the Participant.
- (l) Coordinate the operation so as to effect optimum reliability and economy of service.
- (m) Establish rates for transactions with the Participant, including without limitation the rates for services under this Agreement. Rates and charges established by the NPGA Board of Directors will be sufficient to reimburse NPGA for expenses incurred on behalf of NPGA participants within such period of time as shall be established by NPGA.
- (n) Determine and periodically review the procedures to be followed by the Participant in restoring service following emergency conditions.

6.03 The NPGA Board of Directors shall at all times adhere to sound engineering principles and prudent utility practice and in particular shall evaluate alternative gas reserve and transportation expansion programs on appropriate uniform assumptions with respect to cost of capital, rates of escalation, carrying charges and other necessary conditions.

ARTICLE VII

GAS SERVICE AGREEMENTS

7.01 As part of this Agreement NPGA shall negotiate, contract for and administer Natural Gas Supply and Transportation Agreements with other entities. Such Agreements shall to the extent possible provide for the uninhibited flow of natural gas over the respective transportation systems in order to provide an adequate, reliable supply of natural gas to the Participant.

ARTICLE VIII

BILLINGS AND PAYMENTS

8.01 For billing purposes, the amount of gas delivered pursuant to this Agreement by NPGA or delivered to the Participant through an intervening gas transportation system during any period, shall be the amount metered at a point or points where the system of the Participant interconnects with the system of the gas transportation entity with which the Participant is interconnected and shall be as determined by such transportation entity. In the event natural gas is supplied to Participant through the transportation system of an intervening agency, all terms and conditions of the applicable transportation schedule of the intervening agency shall apply.

8.02 All bills for services supplied pursuant to this Agreement shall be rendered monthly by NPGA to the Participant not later than thirty (30) days after the end of the period to which such bills are applicable. Unless otherwise agreed upon by the NPGA Board of Directors such periods shall be from 12:01 a.m. of the first day of the month to 12:01 a.m. of the first day of the succeeding month. Bills shall be due and payable within thirty (30) days from the date such bills are rendered and payment shall be made when due and without deduction. Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate of one percent per month or fraction thereof.

8.03 Both NPGA and Participant shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

8.04 Each month NPGA shall invoice Participant for any penalties which may be applicable which are due to an act or omission of the Participant. Participant shall pay NPGA such charges within 20 days of the invoice date except where otherwise specified in a rate schedule. NPGA may develop operational policies to which the Participant must comply. Such policies will be attached to and made a part of this Agreement.

8.05 Any late charge shall be compounded monthly. If either principal or late charges are due, any payments thereafter received shall first be applied to the late charges due, then to penalties due, then to the previously outstanding principal due, and lastly, to the most current principal due.

8.06 In the event a Participant desires to dispute all or any part of the charges submitted by NPGA it shall nevertheless pay the full amount of the charges when due and give notification in writing within sixty (60) days from the date of the statements stating the specific grounds on which the charges are disputed and the amount in dispute. The Participant will not be entitled to

any adjustment on account of any disputed charges which are not brought to the attention of NPGA within the time and in the manner herein specified. If settlement of the dispute results in a refund to the payee, interest at one percent per month or fraction thereof shall be added to the refund.

ARTICLE IX

UNCONTROLLABLE FORCES AND LIMITATIONS ON OBLIGATIONS

9.01 Force Majeure

- (a) It is expressly agreed that NPGA shall not be liable on any account whatsoever nor shall NPGA be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation to Participant by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean any failure, interruption or diminution in delivery of gas hereunder or any act, omission or circumstance occasioned by or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, natural emergencies, sabotage, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, terrorism, legal interferences, orders or requirements of any court of competent authority, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with NPGA's natural gas supply, failure of facilities not due to lack of proper care or maintenance, or, and without limitation by the foregoing, any other causes beyond reasonable control of NPGA. With regard to any obligation NPGA is unable to fulfill by reason of uncontrollable forces NPGA will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of NPGA.
- (b) Participant shall not be liable to NPGA for any failure to accept natural gas hereunder when occasioned by accident to or breakage of pipelines, equipment or machinery, explosions, fires, lightning, floods, freezing, storms, the elements, natural emergencies, sabotage, riots, insurrections, civil disturbances, pestilence, landslides, washouts, strikes, industrial disturbances, legal interferences, orders or requirements of competent authority, acts of God or the public enemy, war, terrorism, or, and, without limitation by the foregoing, any other cause beyond reasonable control of the Participant. Any such cause or contingency, however, exempting Participant from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Participant of its obligation to pay demand charges or reservation charges in accordance with the provisions of the applicable rate schedule. In every case, Participant shall exercise the utmost diligence to remove any such interference with its take of gas and shall resume such take at the earliest practicable time.

9.02 Limitations on Gas Receipts, Transportation and Deliveries

Whenever the capability of NPGA's or other entity's system, due to any cause whatsoever not limited to force majeure, is such that NPGA is unable to receive, transport or

deliver gas to consumers served directly or indirectly by NPGA, the quantity of gas which Participant or the consumers require, including fulfilling NPGA's requirements for injection of gas into its storage facilities, then receipts, firm transportation and deliveries shall be based on priorities established in the appropriate pipeline tariffs or agreements.

ARTICLE X

MEASUREMENT

10.01 The unit of volume for the purpose of measurement and for the determination of total heating value shall be either a cubic foot of gas or million Btu (MMbtu) as defined by the prevailing transporting entity and the applicable agreement. The point of measurement shall be the Point of Delivery identified on Exhibit B.

ARTICLE XI

11.01 Possession of Gas

NPGA shall be in control and possession of the gas delivered hereunder and responsible, as between it and Participant, for any damage or injury caused thereby until the same has been delivered to Participant at the Point of Delivery and thereafter sole responsibility and liability in relation to the gas shall attach to Participant.

11.02 Warranty of Title to Gas

NPGA warrants generally the title to all gas delivered hereunder and the right to sell the same and that such gas shall be free and clear from all liens and adverse claims.

ARTICLE XII

INDEMNIFICATION

12.01 Participant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NPGA and its directors, officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NPGA's services hereunder.

12.02 Further, Participant shall indemnify and save harmless NPGA on account of any and all damages, claims or actions arising out of the maintenance or operation of its property or equipment.

12.03 Further, Participant agrees to indemnify NPGA from and against any and all costs, claims, losses and expenses arising out of an Event of Default (including enforcement of this Agreement). If an Event of Default has occurred, Participant shall upon demand pay to NPGA the amount of any and all such costs, claims, losses and expenses, including without limitation reasonable attorneys' fees and fees of any experts and agents, that NPGA may incur in connection with either or both of: (a) the exercise or enforcement of any of the rights of NPGA hereunder following an Event of Default or under any judgment awarded to NPGA in respect of its rights hereunder (which obligation shall be severable from the remainder of this Agreement and shall survive the entry of any such judgment); and (b) collection efforts by NPGA.

ARTICLE XIII

LIMITATION OF LIABILITY

13.01 Notwithstanding any other provision of this Agreement, NPGA's total liability to Participant for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation for administrative services (excluding costs for natural gas commodity, transportation service and any pass-through costs) received by NPGA from Participant under this Agreement during the twenty-four (24) months preceding the action or omission giving rise to the loss or damage, and Participant hereby releases and will hold harmless NPGA from any liability above such amount.

ARTICLE XIV

NOTICES

14.01 Any formal notice, demand or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid to NPGA and to the Participant's Director on the NPGA Board of Directors.

14.02 Any written notice or request of a routine character in connection with delivery of gas or in connection with operation of facilities shall be given in such a manner as the NPGA Board of Directors from time to time shall establish.

ARTICLE XV

SUCCESSORS AND ASSIGNS

15.01 This Agreement may be assigned by either Party hereto only after receipt of written approval by the other Party. The Participant may assign any of its rights under this Agreement to another entity, if permitted by applicable law, but no such assignment shall relieve the Participant of its obligations under this Agreement so long as any bonds of NPGA are outstanding and, in any event, the Participant shall not assign such rights if, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds and taxation selected by NPGA, such assignment would adversely affect the exemption from federal income taxation of the interest on the bonds or NPGA's tax status.

15.02 This Agreement shall be binding upon, and inure to the benefit of, any successor to NPGA. NPGA may assign any or all of its rights hereunder, or pledge any or all of the revenues payable to it under this Agreement, pursuant to such obligations for repayment of outstanding bonds of NPGA and such assignee may enforce the provisions of this Agreement as if it were named as party hereto.

15.03 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefits of the Parties to this Agreement.

ARTICLE XVI
AMENDMENTS

16.01 This Agreement may be amended only by a written instrument signed by duly authorized representatives of each of the Parties.

ARTICLE XVII
GENERAL

17.01 All production (including ad valorem type production taxes), gathering, delivery, sales, severance, or other excise taxes or assessments upon the gas delivered hereunder by Participant to NPGA which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be paid or caused to be paid by Participant and Participant shall hold NPGA harmless for the payment thereof.

17.02 If, by an order, opinion, approval of a settlement of any of NPGA's rate cases, or otherwise, any appropriate regulatory body directly or indirectly requires changes in the costs attributable to transportation by NPGA hereunder or requires changes to the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the transportation rate hereunder shall be changed to reflect the full recovery from Participant of all costs attributed to the transportation hereunder or to reflect any new rate form.

17.03 The Parties recognize that the rates, terms, and conditions, for service hereunder may require change from time to time. Accordingly, NPGA's rates, terms and conditions, may from time to time be changed. NPGA shall give Participant written notice of any such change prior to its effective date. NPGA shall be entitled to collect such changed rate from Participant commencing with the effective date of such change. Participant shall be obligated to pay the changed rate, made effective in the manner described above, but nothing herein contained shall prejudice the rights of Participant to contest at any time changes to the charges for the services rendered hereunder by NPGA.

17.04 NPGA shall not be required to perform service under this Agreement on behalf of Participant to the extent Participant fails to comply with any and all of the terms and conditions of this Agreement including the applicable rate schedule.

17.05 NPGA shall have no obligation whatsoever to odorize the natural gas delivered, nor to maintain odorant levels in such gas.

17.06 This Agreement and the obligations of Participant hereunder are not general obligations of Participant and are not payable in any manner by taxation, but this Agreement and the obligations of Participant hereunder are payable and enforceable solely and only from the revenues and receipts to be derived by Participant from the operation of its municipal gas utility system. Amounts payable by Participant hereunder, or in carrying out its other obligations hereunder, shall be considered to be operating expenses of the municipal gas utility system of Participant.

17.07 Upon termination of this Agreement and payment by Participant of all amounts owed, Participant shall not be liable for any bonded indebtedness of NPGA, unless Participant

expressly authorizes and assumes such indebtedness by resolution, ordinance or other similar official action of the governing body of Participant.

ARTICLE XVIII

RELATION TO OTHER AGREEMENTS AND OBLIGATIONS

18.01 Participant represents that there are no conditions in Participant's existing agreements, including financing agreements, which will preclude Participant from performance of all obligations hereunder; and, further, Participant agrees not to enter into an agreement which will preclude performance hereunder. The failure by Participant to get approval under any financing agreement for entering into a contract, or amending or terminating any existing agreement, shall not excuse performance hereunder.

18.02 The execution of this Agreement shall not impair, amend or change any previous contracts or agreements, and such contracts and agreements shall continue, including all rates, terms, obligations and conditions until the expiration of such contracts and agreements.

18.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE XIX

PRIOR AGREEMENT

19.01 On the effective date hereunder, this Agreement shall supersede, terminate and replace that certain Gas Supply Agreement and Service Schedule BG, Total Gas Supply Agreement, by and between NPGA and Participant.

[SIGNATURE PAGE FOLLOWING.]

IN WITNESS WHEREOF, each of the Parties has caused this Gas Supply Agreement for Total Requirements Supply to be executed by its duly authorized officer as of the day and year shown below.

NATIONAL PUBLIC GAS AGENCY

BY _____

TITLE _____

DATE _____

CITY OF TRINIDAD, COLORADO

BY _____

TITLE _____

DATE _____

Attest:

City Clerk

(SEAL)

Version approved by NPGA Board of Directors on September 13, 2012.

GAS SUPPLY AGREEMENT FOR TOTAL REQUIREMENTS SUPPLY

EXHIBIT "A"

CITY OF TRINIDAD, COLORADO

Contracts for Natural Gas required to be listed pursuant to Article V, Section 5.01 of the Gas Supply Agreement for Total Requirements Supply.

None

GAS SUPPLY AGREEMENT FOR TOTAL REQUIREMENTS SUPPLY

EXHIBIT "B"

CITY OF TRINIDAD, COLORADO

POINT OR POINTS OF DELIVERY

City of Trinidad, Colorado TBS

GAS SUPPLY AGREEMENT FOR TOTAL REQUIREMENTS SUPPLY

EXHIBIT "C"

CITY OF TRINIDAD, COLORADO

Natural gas supply and transportation contracts and agreements assigned to NPGA pursuant to Section 5.09 of the Agreement:

None



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: December 9th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS:

3

SUBJECT: DOLA EIAF Grant Request for Cedar Street Extension & Utility Relocation

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should consider the request.

SUMMARY STATEMENT:

The total cost of extending Cedar Street and relocating the electrical substation and other utilities located on the property owned by Mr. Cimino is estimated at \$1.3M. The cost estimate for the development of Cedar Street (approximately \$1.1M) is attached and utility relocation is estimated at an additional \$200K. The grant request would be for approximately \$900K - \$1M with a corresponding City match of between \$300K - \$400K. The concept plan showing the extension of Cedar Street from Commercial Street to Chestnut Street is also attached along with supporting documentation supplied by Mr. Cimino.

EXPENDITURE REQUIRED: \$300K - \$400K.

SOURCE OF FUNDS: Undecided.

POLICY ISSUE: Should the Council approve the grant request?

ALTERNATIVE: The Council could decide not to approve the grant request.

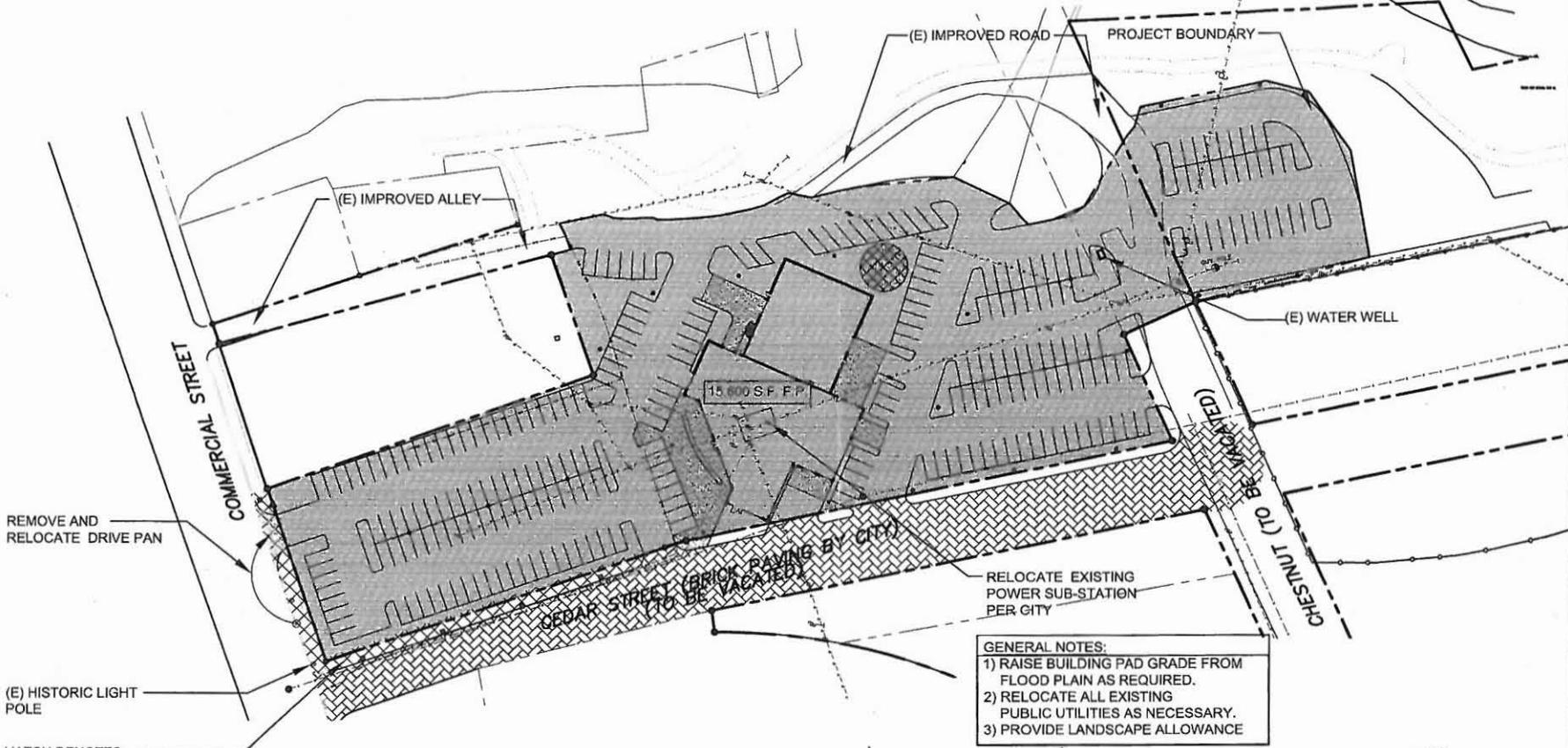
3

ENGINEER'S ESTIMATE

**ROADWAY IMPROVEMENTS OF CEDAR STREET FROM COMMERCIAL ST TO CHESTNUT ST
CITY OF TRINIDAD**

ITEM NO.	CONTRACT ITEM	UNITS	QUANTITY	ENGINEER'S ESTIMATE	
				UNIT PRICE	AMOUNT
201-00000	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	2,628	\$ 14.00	\$ 36,789.34
208-00045	CONCRETE WASHOUT STRUCTURE	EA	2	\$ 771.66	\$ 1,543.32
208-00051	STORM DRAIN INLET PROTECTION	LF	80	\$ 12.35	\$ 988.00
208-00070	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$ 1,624.00	\$ 3,248.00
208-00205	EROSION CONTROL SUPERVISOR	DAY	24	\$ 300.00	\$ 7,200.00
212-00006	SEEDING (NATIVE)	AC	1	\$ 3,356.00	\$ 3,356.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	657	\$ 31.12	\$ 20,445.84
412-00850	CONCRETE PAVEMENT (CROSS PANS)	SY	72	\$ 51.80	\$ 3,741.00
601-01000	CONCRETE CLASS B (BRICK BASE)	SY	1,864	\$ 51.80	\$ 96,570.74
601-01001	CONCRETE CLASS B (RIBBON)	LF	68	\$ 20.00	\$ 1,360.00
603-00000	CONNECT TO EXISTING STORM	EA	2	\$ 900.00	\$ 1,800.00
603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	1,400	\$ 72.85	\$ 101,990.00
604-19110	TYPE R INLET L 5 (10 FOOT)	EA	4	\$ 5,500.00	\$ 22,000.00
604-39000	MANHOLE SPECIAL (48-INCH STORM)	EA	2	\$ 5,959.00	\$ 11,918.00
608-00000	CONCRETE SIDEWALK	SY	793	\$ 37.29	\$ 29,570.97
608-00008	CONCRETE CURB RAMP (DRIVEWAY) (TYPE 2)	SY	60	\$ 57.90	\$ 3,474.00
608-00010	CONCRETE CURB RAMP (HANDICAP)(TYPE 2A)	SY	40	\$ 106.00	\$ 4,240.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,390	\$ 17.87	\$ 24,839.30
613-01127	1 1/2 INCH SCH 80 PVC ELECTRICAL CONDUIT	LF	1,500	\$ 26.55	\$ 39,825.00
613-02000	6 INCH SCH 40 ELECTRICAL CONDUIT with Wire	LF	2,360	\$ 23.32	\$ 55,035.20
613-07000	PRIMARY JUNCTION BOX (4'X6'X3")	EA	1	\$ 8,737.09	\$ 8,737.09
613-07017	SECONDARY JUNCTION BOX	EA	3	\$ 916.74	\$ 2,750.22
613-08100	Electrical Vault (6'x5'x6.5')	EA	1	\$ 10,000.00	\$ 10,000.00
613-40010	LIGHT STANDARD FOUNDATION	EA	6	\$ 2,668.00	\$ 16,008.00
614-01503	STEEL SIGN SUPPORT (2-INCH ROUND) (POST & SOCKET)	EA	5	\$ 306.00	\$ 1,530.00
627-00004	EPOXY PAVEMENT MARKING (YELLOW)(W/ BEADS)	GAL	9	\$ 500.00	\$ 4,500.00
630.00000	TRAFFIC CONTROL	LS	1	\$ 30,000.00	\$ 30,000.00
City Spec.	3/4 INCH LP GAS SERVICE	LF	100	\$ 35.00	\$ 3,500.00
City Spec.	2 INCH GAS VALVE	EA	2	\$ 600.00	\$ 1,200.00
City Spec.	2 INCH LP GAS LINE (PE 2406)	LF	1,000	\$ 55.00	\$ 55,000.00
City Spec.	4 INCH X 2 INCH STEEL TO PE REDUCER	EA	1	\$ 650.00	\$ 650.00
City Spec.	RECONNECT EXISTING GAS SERVICE	EA	3	\$ 900.00	\$ 2,700.00
City Spec.	CONNECT TO EXISTING SANITARY MANHOLE	EA	2	\$ 800.00	\$ 1,600.00
City Spec.	CONNECT TO EXISTING SANITARY SERVICE	EA	2	\$ 300.00	\$ 600.00
City Spec.	SANITARY MANHOLE(15 FOOT)	EA	2	\$ 8,500.00	\$ 17,000.00
City Spec.	4 INCH SANITARY SEWER PIPE	LF	100	\$ 35.00	\$ 3,500.00
City Spec.	18 INCH SANITARY SEWER PIPE	LF	820	\$ 71.74	\$ 58,826.80
City Spec.	2 INCH WATER METER, BACKFLOW PREVENTER AND VAULT	EA	2	\$ 7,500.00	\$ 15,000.00
City Spec.	2-INCH CORP STOP	EA	2	\$ 600.00	\$ 1,200.00
City Spec.	2-INCH CURB STOP	EA	2	\$ 600.00	\$ 1,200.00
City Spec.	2-INCH TYPE "K" COPPER SERVICE	LF	200	\$ 50.00	\$ 10,000.00
City Spec.	3/4 INCH TYPE "K" COPPER SERVICE	LF	200	\$ 25.00	\$ 5,000.00
City Spec.	3/4 INCH CURB STOP	EA	2	\$ 200.00	\$ 400.00
City Spec.	3/4 INCH CORP STOP	EA	2	\$ 150.00	\$ 300.00
City Spec.	3/4 INCH WATER METER , BACKFLOW PREVENTER AND VAULT	EA	2	\$ 1,000.00	\$ 2,000.00
City Spec.	6 INCH C900 PIPE	LF	50	\$ 50.00	\$ 2,500.00
City Spec.	6 INCH GATE VALVE	EA	2	\$ 1,100.00	\$ 2,200.00
City Spec.	8 INCH 11.25° BEND	EA	3	\$ 300.00	\$ 900.00
City Spec.	8 INCH 22.5° BEND	EA	3	\$ 300.00	\$ 900.00
City Spec.	8 INCH 45° BEND	EA	3	\$ 300.00	\$ 900.00
City Spec.	8 INCH C900 WATER MAIN	LF	735	\$ 72.08	\$ 52,978.80
City Spec.	8 INCH GATE VALVE	EA	2	\$ 2,800.00	\$ 5,600.00
City Spec.	8 INCH X 6 INCH TEE	EA	2	\$ 400.00	\$ 800.00
City Spec.	FIRE HYDRANT	EA	2	\$ 4,786.34	\$ 9,572.68
City Spec.	CONNECT TO EXISTING WATER SERVICE	EA	2	\$ 300.00	\$ 600.00
City Spec.	Tree Grate & Frame (C.I.P.)	EA	6	\$ 1,000.00	\$ 6,000.00
				TOTALS	\$811,088.30
626-00000	MOBILIZATION 3%	LS	1	\$ 24,332.65	\$ 24,332.65
	Contingency 15%	LS	1	\$ 121,663.24	\$ 121,663.24
	Environmental Survey	LS	1	\$ 25,000.00	\$ 25,000.00
	Engineering Services 15%	LS	1	\$ 121,663.24	\$ 121,663.24
				TOTALS	\$1,103,747.43

CA:\ARCH_DEP\ACK\projects\14\0601_PHL TRINIDAD TOYOTA\SD\CEDAR TOYOTA\TOYOTA SITE CONCEPT.dwg - 11/7/2014 2:01:11 PM Adobe PDE.pr3



REMOVE AND RELOCATE DRIVE PAN

(E) HISTORIC LIGHT POLE

HATCH DENOTES PUBLIC WALK AND LIGHTS TO BE PER CITY HISTORIC SPEC.

15,000 SF F.P.

RELOCATE EXISTING POWER SUB-STATION PER CITY

GENERAL NOTES:

- 1) RAISE BUILDING PAD GRADE FROM FLOOD PLAIN AS REQUIRED.
- 2) RELOCATE ALL EXISTING PUBLIC UTILITIES AS NECESSARY.
- 3) PROVIDE LANDSCAPE ALLOWANCE

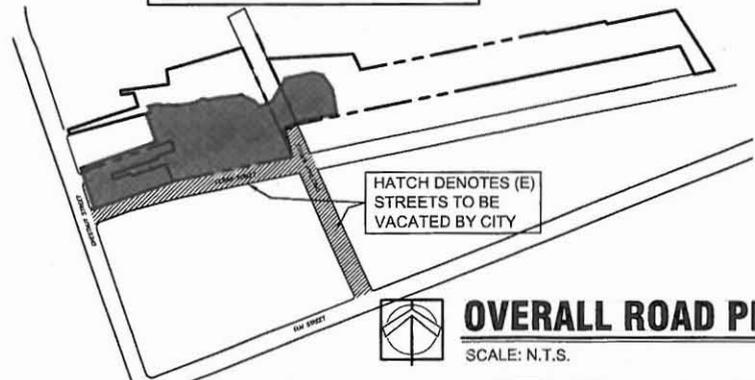


PARTIAL SITE CONCEPT PLAN C2

SCALE: 1:80

PRKNG = 245

SCOPE = 155,550 S.F. (3.5 ACRES)



HATCH DENOTES (E) STREETS TO BE VACATED BY CITY



OVERALL ROAD PLAN

SCALE: N.T.S.

ART C. KLEIN CONSTRUCTION
INC.
3370 CHELTON LOOP SC.
COLORADO SPRINGS, COLORADO 80909
719 570-6060



PHIL LONG TOYOTA
TRINIDAD

Date:
11-7-14

Job No:

Sheet
1
of
4



CITY OF TRINIDAD, COLORADO
FISCAL YEAR 2015
PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROJECTS
2015 - 2019

The following is a proposed five-year plan for Capital Improvement Projects for the City of Trinidad. The projects are not listed in any particular order and each contains a short synopsis of the project and estimated cost, if available. The budget identifies the Capital Projects under specific categories, including land, municipal buildings, street improvements, parks & recreation, and miscellaneous. The proposed project list is categorized accordingly herein. Section 9.3 of the City of Trinidad Home Rule Charter, Capital Budget Estimates, states in part: "In order to facilitate the carrying out of the capital budget plan the Council may create a capital budget fund. Monies may be appropriated to this fund directly or by transfer from the general fund, and may be accumulated, invested, and expended only for capital projects, including the purchase of land, buildings, or equipment and the construction or improvement of public works." If the extension of the one-cent sales tax initiative is approved by the voters in November, 2014, it will serve to largely fund these projects into the ensuing years, however leveraged with grant funding where available.

LAND

1. Multimodal Building Land – 2015 Project. The multimodal project has grant money earmarked for it from CDOT to SCCOG. It is proposed to be a multi-entity project whereby the City would purchase the property and make some improvements for the future construction of a multimodal building. It is expected that the land purchase will be accomplished in 2015 at a cost of \$13,000. That money will represent a portion of the grant match and will be derived from the City's CIP Fund.
2. Old Sopris Trail – 2016 Project. Of late the City has continued its efforts to expand the river trail through the acquisition of land in the Boulevard Addition to eventually expand the trail system to connect to Trinidad Lake State Park. The City will leverage CIP monies with grant funds from COGO and CDOT for this project. Funding for the acquisition of the land will be supported through a grant from Paths to Parks (GOCO); CDOT grant funding will assist the City in building the trail in the Boulevard Addition portion. The project is projected to cost \$1.995 million and the City expects to receive grant support in the total amount of \$1.54 million.

MUNICIPAL BUILDINGS

1. Multimodal Building – 2015 Project. The multimodal project has grant money earmarked for it from CDOT to SCCOG. It is proposed to be a multi-entity project whereby the City would purchase the property and make some improvements for the future construction of a multimodal building. The improvements required are estimated to cost the City \$17,000 and the money will come from the City's CIP Fund.

2. Community Center Improvements – 2016 Project. A remodel of the Community Center facility would be undertaken through this project and should include the interior as well as the exterior of the building. The improvements include replacement of ceiling tiles, furniture, carpet, and the heating and air conditioning system. It also includes new grass and fencing at Southside Park. Costs are estimated at \$275,000. The City will seek a DOLA grant for this project.
3. Street & Bridge/City Garage facility – 2015. There is a real need to replace or totally renovate the existing facility that houses the Street & Bridge Department. It is believed that renovation would not be a cost-effective approach. Therefore, the scope of the project would be the demolition, sale or safe-abandonment of the current building and replacement with another, or could be the acquisition of land for placement of a new building or use of City-owned land for a new building. The location of the existing facility lends itself to challenges in replacement at that site as it is in a flood zone in an historic area of Trinidad. Practically speaking the most conducive type of replacement structure would be a metal building based on the needs of the departments. However, that would not fit the character of the historic downtown. It has been preliminarily decided that the best location for a new building would be the land abutting the City's landfill that the City already owns. Utilities would need to be extended to serve the building and the cost estimate for the new facility is \$500,000.
4. Police Department Relocation – 2016 Project. Soon after the relocation of the police department to the Justice Center the department administration felt that there was a lack of adequate space. This project may be considered further down the road in the five-year plan. It would require relocation of the department, less the dispatch operations. \$500,000 has been identified in the 2016 budget for this project, however actual costs would be determined based on the site found.
5. Water Works Building Rehabilitation – 2015 project. The City has grant funds in the amount of \$35,000 from the State Historic Fund for windows and doors that would finish the exterior of the historic water works building. The total project cost is estimated at \$49,000. Therefore, \$6,000 would be derived from the City's CIP Fund.
6. Visitor Welcome Center – 2015 Project. This project calls for a remodel/renovation of the existing Colorado Welcome Center building which the City owns. It will modernize the facilities throughout. The total project cost is projected at \$310,000, of which \$281,000 will come from a National Scenic Byways grant and the remainder will come from the City's CIP Fund.
7. Fire Station Annex – 2015 Project. The fire station on Santa Fe Trail is proposed to have an annex building constructed immediately to the west of the station to accommodate large fire equipment. The cost associated with this project is suggested at \$100,000. It will be a metal building. No grant money will be sought for this project. The entirety is proposed to come from the CIP Fund.
8. Hughes Lumber Documents and Structural Improvements – 2015 & 2016 Project. A structural assessment of the historic building was conducted and construction documents are being prepared with this project. Structural improvements will occur thereafter. The total cost of this project is estimated at \$292,500, of which \$232,000 will come from State Historical grant funds. The balance will come from CIP Funds.

9. Renovation of Municipal Buildings – 2015 Project. From the CIP Fund \$77,900 will be identified in the 2015 budget for miscellaneous renovations that may be needed throughout the year.

STREET IMPROVEMENTS

1. Continued resurfacing of City streets – 2015, 2016, 2017, 2018, 2019. Costs are determined on an annual basis but typically exceed \$600,000 each year. The source of funding has historically been the CIP monies derived from the one-cent sales tax. That would continue to be the source if the initiative is approved.
2. Downtown Infrastructure (Commercial Street Renovation/Historic District Loop) – 2015, 2016 Projects. This project would look to repair and restore brick streets in the historic district and replace the aged infrastructure with new, including all utility lines. In some areas the streets will be realigned and the sidewalks widened. It would include installation of new curb and gutter, sidewalks, street base and installation of bricks. ADA accessibility would also be addressed in this project as well as utilities. The City has already secured grant funding for the Main Street and Commercial Street improvements and the projects are expected to get underway in 2015 and completed in 2016. Total cost for this overall work is estimated to be \$3.445 million. Of the \$3 million total construction cost, \$2.245 million is anticipated in grants from DOLA and CDOT. The remainder will come from CIP funds and in-kind City match. An additional \$100,000 will be pursued to build a roundabout at the five-points intersection. A \$75,000 grant will be sought through DOLA and the remaining \$25,000 would come from CIP funds.
3. Way-Finding Signage–Match 1 – 2015 Project. The way-finding signs have been fabricated through the 2014 CIP funding. The poles required for their placement will need to be engineered and fabricated to withstand weather conditions. Costs for this project are estimated at \$100,000. CIP funds will be used in 2015 for this project.
4. Way-Finding Signage–Match 2&3 – 2016 Project. Gateway signs and three computerized kiosks will assist in directing travelers throughout the City. The project is estimated to cost \$300,000 of which \$225,000 is expected to come from a CDOT grant. The remaining \$75,000 will come from CIP Funds.
5. ADA Accessible Intersections and Curbs – 2015, 2016, 2017, 2018, 2019. This proposed project would include conducting a survey of the accessibility of parks and other public facilities as well as street intersections to determine what improvements are necessary to make them ADA accessible. It would include the installation of ADA accessible curb cuts at those areas identified. Costs associated with this project are estimated to be \$410,000 over five years.
6. Topeka Avenue Widening – 2015 Project. This project was identified within the 2014 CIP list. The removal of greenway areas in front of residences along Topeka would be required as well as paving and curb replacement. The 2014 budget allowed \$40,000 for this project. The estimated cost associated with the completion of it is \$70,000.
7. City-Wide Storm Drainage – 2015 Project. Repairs to curb and gutter, drainage pans, culverts and ditches as needed would be undertaken through this project. An allocation of \$250,000 will be committed in 2015 to address the drainage issues realized.

8. Regional Signage – 2015 Project. This project is funded through a collaboration of CDOT and other local governments for the placement of signs throughout the region identifying various points of interest in the different regions of the state. The project cost is \$405,000 of which \$388,000 will be derived from a CDOT grant and the local participating government entities.
9. Street Lighting (LED) – 2015, 2016, 2017, 2018, 2019. This project would cause the replacement of the existing lighting fixtures to be retrofitted to accommodate LED lights. Street lighting costs the City roughly \$225,000 per year. The project is estimated to be \$125,000 each year until complete, using the savings realized from the cost-savings.

PARKS & RECREATION

1. Citywide Tree Program/Mitigation – 2015 Project. Money is being earmarked for tree mitigation in 2015 to deal with trees that have died off throughout the City. \$9,000 is identified for use in 2015 from the CIP Fund.
2. Monument Lake Archeological Assessment and Construction Documents – 2015 Project. This is for study of reviving the fish hatchery and zoo. The total project cost is \$43,000, of which \$30,000 will come by way of a State Historical Fund grant. The balance of \$13,000 will be split between the City and the current lessee.
3. Colorado Island Improvements – 2016 Project. This project had also been identified in previous five-year plans. The scope should seek to change the islands from the existing grass feature which is high maintenance, to a xeriscape feature. Costs are to be determined. Grant funding will be sought through the Department of Local Affairs. A preliminary cost estimate of \$200,000 has been identified in the 2016 CIP budget.
4. Purgatoire River Clean-Up – 2015 Project. This project would include the removal of vegetation, trees, stumps, branches, and debris within and along the river way. Cost would vary according to the scope of work. \$50,000 is identified for 2015 from CIP funds.
5. Purgatoire River Trout Habitat Improvement (Match 5) – 2015 Project. Through a Colorado Parks & Wildlife grant, this project will continue the improvements in the river for the trout fishery. The project cost is identified as \$124,000 of which \$60,000 will be provided through a grant, \$31,800 will come from CIP funds and \$25,000 will be from the Purgatoire Watershed Partnership. The City's in-kind match is \$7,100.
6. Pedestrian Bridge – 2015 Project. This project proposes to construct a bridge across the Purgatoire River as part of the trail system. The project cost is \$302,000. The State Trails Program will fund \$198,000 of the total cost. The City's CIP fund will commit \$34,525 and there is a \$70,000 in-kind match.
7. City-Wide Parks Maintenance – 2015, 2016, 2017, 2018, 2019 Project. Should the CIP tax initiative pass in November, 2014, it would expand the use of the funds to include maintenance of public works. There are many areas throughout the parks system that are in desperate need of maintenance. Funding toward park system maintenance should be considered at a level of \$15,000 per year.

8. Central Park Lower Field Restrooms – 2015 Project. This project would replace the existing restroom facilities at lower Central Park with a modern ADA accessible facility. The cost is estimated at \$100,000 and is currently proposed to be paid for entirely from CIP monies.
9. Dog Park – 2015 Project. The community has expressed a real desire to see the construction of a dog park. The cost for this project should be relatively low. It would likely include fencing at a cost of \$30,000.
10. Expansion of Southside Park – 2016, 2017, 2018 Project. Land area of this park would allow for expansion to include an indoor tennis/handball/racquetball court as well as a climbing wall. DOLA funds could be sought to help fund the expansion. Costs have not yet been identified for this project however a preliminary amount of \$500,000 has been designated for this project.

MISCELLANEOUS

1. Historic Train re-painting – 2015 Project. The periodic re-painting of the historic train is necessary to maintain its appearance as it is a focal point. It is recommended that this work be undertaken in 2015. The estimated cost is \$50,000.
2. Emergency Warning Siren – 2015 Project. While Trinidad proper has not experienced a tornado touchdown, our geographic location makes us susceptible to them. With this project the City could apply for a grant from the U. S. Department of Agriculture to install an emergency siren system. The sirens would supplement the “reverse 911” telephone system that warns of approaching extreme weather, including tornadoes. Again a recommended project for 2015, the cost is estimated at \$50,000.

CAPITAL PROJECTS

PROJECT	2014 PROJECTED	2015 BUDGET	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET
<u>LAND</u>						
Old Sopris Trail	30,000	-	1,320,000	-	-	-
Multimodal Building Land	-	13,000	-	-	-	-
Boulevard Addition Nature Park	258,000	-	-	-	-	-
Total Land	288,000	13,000	1,320,000	-	-	-
<u>MUNICIPAL BUILDINGS</u>						
Community Cntr Bldg/Lot Imprv/Irrig	5,000	-	275,000	-	-	-
Renovation Municipal Buildings	100,000	77,900	-	-	-	-
Water Works Bldg Rehab	5,000	49,000	-	-	-	-
Street & Bridge/City Garage Facility	-	500,000	-	-	-	-
Visitors Welcome Center	42,000	310,000	-	-	-	-
Fire Station Annex Building	-	100,000	-	-	-	-
Multimodal Building	-	17,000	-	-	-	-
Hughes Lumber (Docs & Structural)	-	70,000	222,500	-	-	-
Police Department Relocation	-	-	500,000	-	-	-
Total Municipal Buildings	152,000	1,123,900	997,500	-	-	-
<u>STREET IMPROVEMENTS</u>						
Brick St Renovation	200	-	-	-	-	-
City Wide Paving & Seal Coating	633,000	600,000	600,000	600,000	600,000	600,000
City Wide Storm Drainage	10,000	250,000	-	-	-	-
Way Finding Signage-Match 1	60,000	100,000	-	-	-	-
Way Finding Signage-Match 2&3	-	-	300,000	-	-	-
ADA Accessible Intersections	3,500	82,000	82,000	82,000	82,000	82,000
Historic Brick Street Renov Design	1,300	-	-	-	-	-
Topeka Avenue Widening	-	70,000	-	-	-	-
Regional Signage	-	405,000	-	-	-	-
Street Lighting (LED)	-	125,000	125,000	125,000	125,000	125,000
Downtown Infrastructure(Cmcl/Histl)	-	3,000,000	545,000	-	-	-
Total Street Improvements	708,000	4,632,000	1,652,000	807,000	807,000	807,000

CAPITAL PROJECTS

<u>PROJECT</u>	<u>2014 PROJECTED</u>	<u>2015 BUDGET</u>	<u>2016 BUDGET</u>	<u>2017 BUDGET</u>	<u>2018 BUDGET</u>	<u>2019 BUDGET</u>
<u>PARKS & RECREATION</u>						
Citywide Tree Program	3,000	3,000	-	-	-	-
Citywide Tree Migration	10,000	6,000	-	-	-	-
Monument Lake	10,000	43,000	-	-	-	-
Trail Drainage/Access Comrl Street/	59,000	-	-	-	-	-
Colorado Island Improvements	-	-	200,000	-	-	-
Purgatorie River Clean-up	-	50,000	-	-	-	-
Purgatorie River Trout Habitat Imp	-	124,000	-	-	-	-
Pedestrian Bridge	-	302,000	-	-	-	-
City Wide Park Maintenance	-	15,000	15,000	15,000	15,000	15,000
Central Park Lower Field Restrooms	-	100,000	-	-	-	-
Dog Park	-	30,000	-	-	-	-
Old Sopris Trail - Blvd Addn	-	-	675,000	-	-	-
Expansion of Southside Park	-	-	200,000	200,000	100,000	15,000
Total Parks & Recreation	82,000	673,000	1,090,000	215,000	115,000	30,000
<u>MISCELLANEOUS</u>						
Demolition of Dangerous bldgs	-	-	-	-	-	-
CDOT Downtown Improvements	10,000	-	-	-	-	-
Landfill Deficiency Compliance	-	-	-	-	-	-
Historic Train Repainting	-	50,000	-	-	-	-
Corazon Square	749,000	-	-	-	-	-
Emergency Warning Siren	-	50,000	-	-	-	-
Total Miscellaneous	759,000	100,000	-	-	-	-
Total Expenditures	\$ 1,989,000	\$ 6,541,900	\$ 5,059,500	\$ 1,022,000	\$ 922,000	\$ 837,000

**CAPITAL PROJECTS FUND
BUDGET REVENUE SUMMARY**

REVENUE SOURCE	2013 ACTUAL	2014 BUDGET	2014 PROJECTED	2015 BUDGET	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET
Sales Tax Receipts	\$ 1,149,770	\$ 1,200,000	\$ 1,150,000	\$ 1,190,000	\$ 1,170,000	\$ 1,170,000	\$ 1,170,000	\$ 1,170,000
State Grants	31,387	3,074,900	-	-	-	-	-	-
Cdot (Hist Loop)	-	-	-	450,000	-	-	-	-
Cdot (Sopris Trail)	-	-	-	-	540,000	-	-	-
Cdot (Regional Signage)	-	-	-	333,000	-	-	-	-
Cdot (Wayfinding 2&3)	-	-	-	-	225,000	-	-	-
Cdot (Multimodal)	-	-	-	-	-	-	-	-
Local Govts (Regional Signage)	-	-	-	55,000	-	-	-	-
Dola (Commercial St 1&2)	-	-	-	1,420,000	300,000	-	-	-
Dola (Commercial St 3)	-	-	-	-	75,000	-	-	-
Dola (Housing Authority Corazon)	-	-	749,000	-	-	-	-	-
State Historical (Monument Lake)	-	-	-	30,000	-	-	-	-
State Historical (Hughes Lumber)	-	-	-	32,000	200,000	-	-	-
State Historical (Water Works)	-	-	-	35,000	-	-	-	-
State Trails (Ped Bridge)	-	-	-	198,000	-	-	-	-
State Trails (Trail Plan)	-	-	45,000	-	-	-	-	-
GOCO (Sopris Trail Land)	-	-	-	-	1,000,000	-	-	-
Cdot (Old Sopris Trail-Blvd Addn)	-	-	-	-	540,000	-	-	-
CO Parks & Wildlife (Trout Habitat)	-	-	-	60,000	-	-	-	-
Purgatoire Watershed Partnership(Trout Habitat)	-	-	-	25,000	-	-	-	-
National Scenic Byways(CWC)	-	-	-	281,000	-	-	-	-
Grant Revenue	31,387	3,074,900	794,000	2,919,000	2,880,000	-	-	-
Other Contributions	-	-	1,500	1,500	-	-	-	-
Interest Income	7,707	7,500	7,000	7,000	-	-	-	-
Total Revenues	\$ 1,188,864	\$ 4,282,400	\$ 1,952,500	\$ 4,117,500	\$ 4,050,000	\$ 1,170,000	\$ 1,170,000	\$ 1,170,000

Tom Acre

From: Lisa A. Camarillo [lcamarillo@phillong.com]
Sent: Tuesday, December 02, 2014 10:32 AM
To: audra.garrett@trinidad.co.gov
Subject: Fwd: Phil Long Toyota relocation
Attachments: image002.png; image004.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

From: Thomas D Kent (TMS) [mailto:tom_kent@toyota.com]
Sent: Monday, December 01, 2014 3:23 PM
To: Jay Cimino
Cc: Mike Cimino; Gary Fentiman; Tom J Gill (TMS)
Subject: Phil Long Toyota relocation

Hello Jay,

It was great to see you and Gary at our office on November 21st, I am following up on that meeting. I appreciated you sharing with me your plans to make 416 N. Commercial Drive a viable location to sell new and used vehicles in downtown Trinidad. I'm hoping that you have heard some good news regarding the State grant you are seeking in Trinidad to improve the street surface on Cedar Street from dirt to brick.

As mentioned during our meeting, Toyota has already processed a "site request" for this move to occur and are evaluating the proposed permanent location. We hope to have good news to share any day now regarding Toyota's approval of the Commercial Street location.

In keeping things moving, our next move would be to submit a formal "relocation request" on your behalf for the move to both temporary and permanent locations. To accomplish this, we need to understand your timeline for the following construction related events at the permanent location:

1. Submit plans/COMPLETED
 - o a formal TMS / Gensler design meeting is still required as with Toyota Image USA protocol
2. **Secure building permits**
3. **Commence Construction**
4. **Complete Construction**

I received a CAD format site plan from Bruce Barr today for the temporary location – thank you. We'll hold for now until hearing from you regarding the grant proposal and/or construction timeline but urge you to act quickly as year-end approaches.

Thank you,

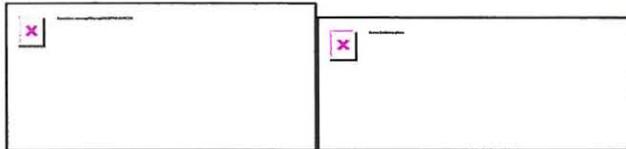
Tom Kent

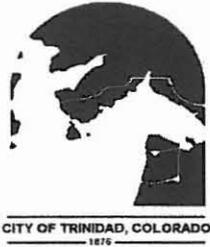
Dealer Facilities Manager

☎ Work: (303) 799 7510 📱 Cell: (720) 480 3024 📠 Fax: (310) 974 5060

✉ e-mail: tom_kent@toyota.com

📍 Toyota Motor Sales, USA, Inc. – 9676 Maroon Circle, Englewood, CO 80112





Council Communication

City Council Work session: December 8, 2014

Prepared by: Linda Vigil, December 4, 2014

Dept. Head Signature: *Mike Valentine*

of Attachments: 2

4

Subject: No-Notice Storage and Transportation Delivery Service Agreement (NNT-2), CIG Agreement No. 31041000E and Transportation Service Agreement Rate Schedule (TF-4)

Presenter: Mike Valentine, Public Works/Utilities Director

Recommended City Council Action: Discussion of the No-Notice Storage and Transportation Delivery Service Agreement (NNT-2), CIG Agreement No. 31041000E and Transportation Service Agreement Rate Schedule (TF-4) since the current expires April 30, 2015.

Summary Statement: In November 2014, city personnel were informed that the No-Notice Storage and Transportation Delivery Service Agreement (NNT-2) and Transportation Service Agreement will expire on April 30, 2015. The new agreements are similar to the previous agreements other than a few adjustments in the volume quantities between the agreements so that the agreements are more uniform.

Expenditure Required: Yes, monthly natural gas transportation charges are charged and included in the NPGA monthly invoice for Trinidad's Gas Distribution System.

Source of Funds: Gas Budget

Policy Issue:

Alternative:

Background Information: The No-Notice Storage and Transportation Delivery Service Agreement (NNT-2) and Transportation Service Agreement Rate Schedule (TF-4), with Colorado Interstate Gas Company, L.L.C. a Kinder Morgan Company are necessary to ensure the transportation and delivery of the purchased natural gas to the meters at the Trinidad Station, Department of Corrections and each of the highline taps. The charges related to transportation and delivery are included in the monthly NPGA bills. The above mentioned agreements shall become effective on May 1, 2015 and expire on April 30, 2020.

4



Colorado Interstate
Gas Company, L.L.C.
a Kinder Morgan company

October 30, 2014

Sent via Email

Mrs. Linda Vigil
City of Trinidad, Colorado
P.O. Box 880
Trinidad, CO 81082

**RE: No-Notice Storage and Transportation Delivery Service Agreement (NNT-2)
CIG Agreement No. 31041000E**

**Transportation Service Agreement (TF-4)
CIG Agreement No. 38009000D
Dated May 1, 2015**

Dear Linda:



Enclosed please find pdf copies of the above-referenced Agreements for execution by *an authorized officer or person of your company*. Please have them executed and pdf them back to the email address below for execution on behalf of CIG. Fully executed pdf copies will be returned for your records.



Enclosed for your records are fully executed pdf copies of the above referenced agreements.

If you have any questions concerning these Agreements or if further assistance is needed, please contact Joshua Genz at (719) 520-4787.

Shannon Dillow
Western Region Contract Administration
Phone: (719) 520-3709
Shannon_Dillow@KinderMorgan.com

Enclosure

cc: Joshua Genz

Colorado Interstate Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

No-Notice Storage and Transportation Delivery Service Agreement
Rate Schedule NNT-2

between

Colorado Interstate Gas Company, L.L.C.

and

City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

Storage and Transportation Service Agreement

Rate Schedule NNT-2

Dated: May 1, 2015

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** CITY OF TRINIDAD, COLORADO
3. **Applicable Tariff:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis.
6. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **For the period May 1, 2015 through April 31, 2020.**
Maximum Delivery Quantity ("MDQ"): 4,897 Dth per Day.
Maximum Available Capacity ("MAC"): 164,097 Dth.
Maximum Daily Injection Quantity ("MDIQ"): 1,614 Dth per Day.
Maximum Daily Withdrawal Quantity ("MDWQ"): 4,897 Dth per Day.

All storage entitlements as stated herein ("MAC", "MDIQ", and "MDWQ") are based on Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Available Daily Injection Quantity ("ADIQ"), Available Daily Withdrawal Quantity ("ADWQ"), and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's Electronic Bulletin Board.

9. **Negotiated Rate:** Yes _____ No X
10. **Term of No-Notice Storage and Transportation Service:** Beginning: October 1, 2001
Ending: April 30, 2020

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

City of Trinidad, Colorado
P. O. Box 880
Trinidad, Colorado 81082
Attn: Mike Valentine

All Notices:

City of Trinidad, Colorado
P. O. Box 880
Trinidad, Colorado 81082
Attn: Mike Valentine

To Transporter:

See "Points of Contact" in the Tariff.

- 12. **Effect on prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The No-Notice Storage and Transportation Delivery Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 31041000D, dated October 1, 2010.
- 13. **Application of Tariff Provision:** N/A.
- 14. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 13 of the Agreement.)

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

Shipper:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

CITY OF TRINIDAD, COLORADO

By: _____
Will W. Brown
Director of Marketing

By: _____
Name: _____
Title: _____

Accepted and agreed to this
_____ day of _____, 2014.

Accepted and agreed to this
_____ day of _____, 2014.

Exhibit A
to
No-Notice Transportation Service Agreement
Rate Schedule NNT-2
between
Colorado Interstate Gas Company, L.L.C.
and
City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶8)
2. Shipper's Maximum Available Capacity ("MAC"): (See ¶8)
3. Shipper's Maximum Daily Injection Quantity ("MDIQ"): (See ¶8)
4. Shipper's Maximum Daily Withdrawal Quantity ("MDWQ"): (See ¶8)

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (2)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (3)</i>
Trinidad Group (TRI) DRN: 2464				
Trinidad Reg Station (TRI) J91101	(See ¶8)	3,415	100	1050
Trinidad Highline Taps (TRI) J91474	(See ¶8)	1,420	Transporter's Line Pressure applies at the physical meter location	Transporter's Line Pressure applies at the physical meter location
Trinidad Dept. of Corrections (TRI) J92128	(See ¶8)	62	Transporter's Line Pressure	Transporter's Line Pressure
Trinidad Group (TRI) Total:		4,897		

NOTES:

- (1) Point(s) of Delivery eligible for service are referenced in Section 30 of the General Terms and Conditions of the Tariff.
- (2) The sum of the Delivery Quantities at Point(s) of Delivery shall not be greater than Shipper's MDQ.
- (3) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Exhibit B
to
No-Notice Transportation Service Agreement
Rate Schedule NNT-2
between
Colorado Interstate Gas Company, L.L.C.
and
City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

<i>Primary Point(s) of Delivery</i>	<i>Commodity Delivery Rates</i>	<i>Effective Dates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
(4)	(1)	(See ¶8)	(2)	(3)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule NNT-2 or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in The Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (3) Applicable Surcharges:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in The Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions set forth in the Tariff.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in The Tariff.
- (4) Point(s) of Delivery shall include points referenced in Section 30 of the General Terms and Conditions of the Tariff.

Transportation Service Agreement
Rate Schedule TF-4

between

Colorado Interstate Gas Company, L.L.C.

and

City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

Transportation Service Agreement
Rate Schedule TF-4

Dated: May 1, 2015

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** CITY OF TRINIDAD, COLORADO
3. **Applicable Tariff:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
4,131	05/01/15 - 04/30/20

10. **Term of Firm Transportation Service:** Beginning: October 1, 2001
Ending: April 30, 2020

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

City of Trinidad, Colorado
P. O. Box 880
Trinidad, Colorado 81082
Attention: Mike Valentine

All Notices:

City of Trinidad, Colorado
P. O. Box 880
Trinidad, Colorado 81082
Attention: Mike Valentine

To Transporter:

See "Points of Contact" in the Tariff.

- 12. **Effect on prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 38009000C, dated December 1, 2009.
- 13. **Application of Tariff Provision:** N/A.
- 14. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 13 of the Agreement).

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

By: _____
Will W. Brown
Director of Marketing

Accepted and agreed to this
_____ day of _____, 2014.

Shipper:

CITY OF TRINIDAD, COLORADO

By: _____
Name: _____
Title: _____

Accepted and agreed to this
_____ day of _____, 2014.

Exhibit A
to
Transportation Service Agreement
Rate Schedule TF-4
between
Colorado Interstate Gas Company, L.L.C.
and
City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g) (5).</i>	<i>Maximum Receipt Pressure (p.s.i.g) (5).</i>
Northern System:				
Anabuttes (ANA)	(See ¶9)	350	1,000	1,000
Echo Springs MM (ES2)	(See ¶9)	29	Sufficient pressure to enter Transporter's Facilities	845
Lost Cabin (MADDEN) (LOS)	(See ¶9)	90	Sufficient pressure to enter Transporter's Facilities	1,100
Lost Creek (LCK)	(See ¶9)	51	Sufficient pressure to enter Transporter's Facilities	845
Patrick Draw (PAT)	(See ¶9)	86	Sufficient pressure to enter Transporter's Facilities	850
Spindle (MEW)	(See ¶9)	10	Sufficient pressure to enter Transporter's Facilities	822
Table Rock MM (TAB)	(See ¶9)	88	Sufficient pressure to enter Transporter's Facilities	845

Exhibit A
(cont.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g) (5).</i>	<i>Maximum Receipt Pressure (p.s.i.g) (5).</i>
Table Rock Residue (Plant) (TRR)	(See ¶9)	46	Sufficient Pressure to Enter Transporter's Facilities	845
Total Northern System		750		
Central System:				
Lakin Master Meter (LAM)	(See ¶9)	550	Sufficient Pressure to Enter Transporter's Facilities	220
Southern System:				
Big Canyon (BIC)	(See ¶9)	1,113	760	955
Mocane (MOC)	(See ¶9)	1,718	65	920
Total Southern System		2,831		
Total		4,131		

Exhibit A
(cont.)

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g) (5).</i>	<i>Maximum Delivery Pressure (p.s.i.g) (5).</i>
Trinidad Group (TRI)				
Charles McKnight (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Charles Mincic (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Connie Brown (Berry) (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Elizabeth A. Chelon (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Larry L. Tortorice (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Lisa Renee Walton (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Andy (McCarty) Martinez (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Oasis (Oxley Farms) (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Jess Placher (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Roy F. Morris (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Kim/Barnes, Diane Waller (TRI)	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
Alvin Yoder	(See ¶9)	(3)	Transporter's Line Pressure	The MAOP of our pipeline facilities at this point
TOTAL Trinidad Group (TRI)		4,131		

Exhibit A
(cont.)

<i>Primary Point(s) of Delivery Storage Injection (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3) (4)</i>	<i>Minimum Delivery Pressure (p.s.i.g) (5)</i>	<i>Maximum Delivery Pressure (p.s.i.g) (5)</i>
Storage Injection	(See ¶19)	1,614	N/A	N/A

NOTES:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Transporter's obligation to make Deliveries to Transporter's storage injection point under this Agreement and to Transporter's storage injection point under all other Firm Transportation Service Agreements between Transporter and Shipper providing for deliveries to Transporter's storage injection point shall be limited by the provisions of Rate Schedule NNT-2 and Shipper's NNT-2 service agreement(s).
- (5) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.
- (6) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

Exhibit B
to
Firm Transportation Service Agreement
Rate Schedule TF-4
between
Colorado Interstate Gas Company, L.L.C.
and
City of Trinidad, Colorado
(Shipper)

Dated: May 1, 2015

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1)	(1)	(2)	(3)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-4 or other superseding Rate Schedules, as such rates may be changed from time to time.
- (2) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in The Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 20 of the General Terms and Conditions of the Tariff.
- (3) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

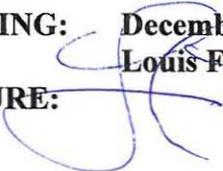
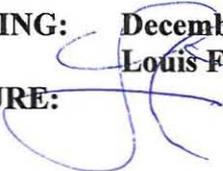
The Gas Quality Control Commodity Surcharge shall be assessed pursuant to Section 17.4 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: December 9th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 

SUBJECT: DOLA Contract Approval on behalf of the Trinidad Housing Authority for upgrades to the Corazon Square Senior Housing Complex

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: This item is for discussion only at this time and no formal action is required.

SUMMARY STATEMENT:

The City of Trinidad has agreed to sponsor a DOLA EIAF grant on behalf of the Trinidad Housing Authority for upgrades to the Corazon Square Senior Housing Complex. The amount of the grant request is \$748,500. The grant project includes funds for environmental clearance, architectural services, construction and administration. Administration of the grant would be split between the City of Trinidad and the Trinidad Housing Authority. The City of Trinidad would be entitled to reimbursement for administrative expenses per the terms of the interagency agreement.

EXPENDITURE REQUIRED: No match from the City is required. The grant request will include a line item for administrative expenses in the amount of \$12K. The City of Trinidad would be entitled to reimbursement up to this amount.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad approve the contract?

ALTERNATIVE: The City of Trinidad could decide not to approve the contract.

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RESOLUTION NO. 1419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, APPROVING SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS/DIVISION OF HOUSING FOR THE CORAZON SQUARE RENTAL REHABILITATION PROJECT AND GIVING CITY MANAGER TOM ACRE FULL SIGNATORY AUTHORITY IN REGARD TO ALL CONTRACTS AND CORRESPONDING DOCUMENTS ASSOCIATED THEREWITH

WHEREAS, the City of Trinidad City Council has approved and agrees to sponsor on behalf of the Trinidad Housing Authority an application to the Colorado Department of Local Affairs/ Division of Housing seeking funding for the Corazon Square Rental Rehabilitation Project.

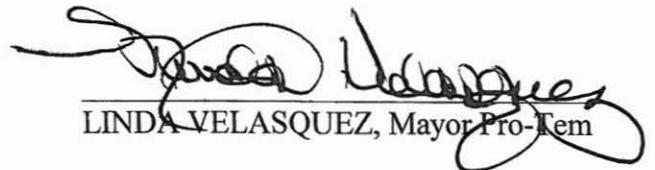
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1) The City Council of the City of Trinidad hereby grants City Manager Tom Acre full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the City of Trinidad related to the Corazon Square Rental Rehabilitation Project.

2) Tom Acre, City Manager, an agent of the City of Trinidad, is further authorized to sign Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, and Monitoring Documents.

3) The above designation will commence on the date of this Resolution and will apply for the duration of the contract(s).

INTRODUCED, READ AND ADOPTED this 6th day of November, 2013.


LINDA VELASQUEZ, Mayor Pro-Tem

ATTEST:


AUDRA GARRETT, City Clerk



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, APPROVING A GRANT CONTRACT BETWEEN THE CITY OF TRINIDAD AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS/DIVISION OF HOUSING FOR THE CORAZON SQUARE RENTAL REHABILITATION PROJECT AND GIVING PLANNING DIRECTOR LOUIS FINEBERG FULL SIGNATORY AUTHORITY IN REGARD TO ALL CONTRACTS AND CORRESPONDING DOCUMENTS ASSOCIATED THEREWITH

WHEREAS, the City of Trinidad City Council has approved and agrees to sponsor on behalf of the Trinidad Housing Authority an application to the Colorado Department of Local Affairs/ Division of Housing seeking funding for the Corazon Square Rental Rehabilitation Project.

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

- 1) The City Council of the City of Trinidad hereby grants Planning Director Louis Fineberg full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the City of Trinidad related to the Corazon Square Rental Rehabilitation Project.
- 2) Louis Fineberg, Planning Director, an agent of the City of Trinidad, is further authorized to sign Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, and Monitoring Documents.
- 3) The above designation will commence on the date of this Resolution and will apply for the duration of the contract(s).

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

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk

Contract Routing #
CFDA # 14.228

CONTRACT

THIS CONTRACT, made by and between the State of Colorado, for the use and benefit of The Department of Local Affairs, 1313 Sherman Street, Denver, CO 80203, hereinafter referred to as the State, and City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81003, hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number _____ Appropriation Code Number _____, Org. Unit _____ GBL _____, Contract Encumbrance Number H5CDB14043 and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974 ("the Act"), Pub. L. No. 93-383, as amended, has established a Community Development Block Grant ("CDBG") program and has allowed each state to elect to administer such federal funds for its nonentitlement areas, subject to certain conditions, including a requirement that the state's program give maximum feasible priority to activities which will benefit very low-, low-, and moderate-income families or aid in the prevention or elimination of slums or blight; the state's program may also include activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Additionally, the state's program is subject to a federal requirement that not less than seventy percent (70%) of the aggregate amount of CDBG funds received by the state shall be used for the support of activities that benefit persons of very low-, low-, and moderate-income; and

WHEREAS, the State of Colorado has elected to administer such federal funds for its nonentitlement areas through the Colorado Department of Local Affairs ("Department"), pursuant to C.R.S. 1973, 24-32-106(1) (d), 24-32-304(2) (j) and 24-32-705(1) (i); and

WHEREAS, the Department has received applications from political subdivisions in Colorado for allocations from the federal CDBG funds available to Colorado; and

WHEREAS, the Contractor is one of the eligible political subdivisions to receive CDBG funds; and

WHEREAS, the Department has approved the proposed Project of the Contractor;

NOW, THEREFORE, it is hereby agreed that:

1. **Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Service", set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project". Work performed prior to the execution of this Contract shall not be considered part of this Project.
2. **Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of Louis Fineberg, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Contract Amendment to this contract initiated by the State as set forth in paragraph 16.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.
3. **Time of Performance.** This Contract shall become effective upon proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the sequence set forth in the attached Exhibit A, Scope of Services. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur not later than the termination date set forth in the Scope of Services.

4. Eligibility and National Objectives. All project activities shall be eligible under Section 105 of the Act, as amended, and all related regulations and requirements. Furthermore, project activities shall meet the following indicated (with a "X") broad national objective(s), as set forth in Section 104(b)(3) of the Act, as amended, and all related regulations and requirements:

- Benefit persons of very low-, low-, and moderate-income;
- Prevent or eliminate slums or blight;
- Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

5. Obligation, Expenditure and Disbursement of Funds.

a) Prior Expenses. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract are not eligible CDBG expenditures and shall not be reimbursed by the State.

b) Environmental Review Procedures. Funds shall not be obligated or utilized for any activities requiring a release of funds by the State under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR 58.34(a)(1) through (8) do not require a release of funds by the State. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any other Federal laws and authorities cited at 58.5, the Contractor must make and document such a determination of exemption prior to incurring costs for such activities.

c) Community Development Plan Requirement. Prior to receiving disbursements of CDBG funds from the State, the Contractor shall identify its community development and housing needs, including the needs of very low-, low-, and moderate-income persons, and the activities to be undertaken to meet such needs.

6. Definition of Very low-, Low- and Moderate-Income Persons. Very low-, low-, and moderate-income persons are defined, for the purposes of this Contract, as:

- Those persons who are members of very low-, low-, and moderate-income families as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, or as subsequently promulgated in writing by the State, or
- Those persons who have been determined by HUD, based upon most recent Census data, to be very low-, low-, and moderate-income persons.
- Those persons belonging to clientele groups who are generally presumed by HUD to be principally very low-, low-, and moderate-income persons.
- Not applicable to this project.

7. Citizen Participation. The Contractor shall provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same citizen participation procedures required for the preparation and submission of its CDBG application to the State. The Contractor shall also comply with the procedure set forth herein regarding the modification and amendment of this Contract.

Additionally, the Contractor shall have and follow a Citizen Participation Plan (CPP) which includes the six elements specified in Section 104(a)(3) the Act. The CPP must include a provision for at least one public hearing during the course of the Project to allow citizens to review and comment on the Contractor's performance in carrying out the Project.

8. Residential Antidisplacement and Relocation Assistance Plan. The Contractor shall follow a residential antidisplacement and relocation assistance plan which, should displacement occur, provides that:

a) governmental agencies, non- and for-profit organizations, or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than for housing for low- and moderate-income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1939;

b) such comparable replacement dwellings shall be designed to remain affordable to persons of low- and moderate-income for ten (10) years from the time of initial occupancy;

c) relocation benefits shall be provided for all low-income persons who occupied housing demolished or converted to a use other than for low- or moderate-income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses; including any interim living costs; and, in the case of displaced persons of low- and moderate-income, provided either:

- i) compensation sufficient to ensure that, for a five-year (5-year) period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds thirty percent (30%); or
- ii) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under subclause (i) to permit the household to secure participation in a housing cooperative or mutual housing association;

d) Persons displaced shall be relocated into comparable replacement housing that is:

- i) decent, safe, and sanitary;
- ii) adequate in size to accommodate the occupants;
- iii) functionally equivalent; and,
- iv) in an area not subject to unreasonably adverse environmental conditions.

Persons displaced shall have the right to elect, as an alternative to the benefits under this paragraph, to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (d) is denied by the Contractor, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

The Contractor shall follow the Residential Antidisplacement and Relocation Assistance Plan except that paragraphs a) and b) shall not apply in a case in which the Secretary of the U. S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low-, and moderate-income persons. A determination under this paragraph is final and nonreviewable.

9. Affirmatively Furthering Fair Housing. The Contractor shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

10. Recovery of Capital Costs of Public Improvements. The Contractor shall not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of very low-, low-, or moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

a) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

b) for the purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of very low- or low-income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (a) hereinabove.

11. Compensation and Method of Payment. The State agrees to pay to the Contractor, in consideration for the work and services to be performed, a total amount not to exceed \$748,468.00. The method and time of payment shall be made in accordance with the "Payment Schedule" set forth herein in EXHIBIT A. Any State funds not required for completion of the Project will be deobligated by the State through the processing of a bilateral amendment. Unless otherwise provided in the Scope of Services:

a) The Contractor shall periodically initiate all reimbursement requests by submitting to the Department a written request using the State-provided form, for reimbursement of actual and proper expenditures of State CDBG funds plus an estimation of funds needed for a reasonable length of time.

b) The State may withhold any payment if the Contractor has failed to comply with the State CDBG program objectives, contractual terms, or reporting requirements.

c) The State may withhold the final payment until the Contractor has submitted and the Department has accepted, all required quarterly Financial Status Report and Performance Report information.

12. Financial Management and Budget. At all times from the effective date of this Contract until completion of this Contract, the Contractor shall comply with the administrative requirements, cost principles and other requirements set forth in the State's Financial Management Guide and the Financial Management Section of the State CDBG Guidebook. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed the lesser of fifteen percent of the total budgeted amount or Twenty Thousand Dollars (\$20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Contract Amendment as set forth in Paragraph 16. c).

13. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including an independent Certified Public Accountant of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 1973, 29-1-601, et seq and the Single Audit Act of 1996, Pub. L. 104-156, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor or Federal Agency related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

14. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

15. Contract Termination. This contract may be terminated as follows:

a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with federal CDBG funds provided to the State for the purpose of contracting for the services provided for herein or with program income, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. In accordance with 24 CFR Part 85.44, suspension or termination may occur if the Contractor materially fails to comply with any term of the Contract, or, in the State's discretion, the Contract may be terminated for convenience. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 16.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, subparagraph 16.b) hereof relative to termination shall apply.

16. Modification and Amendment.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

~~b) Unilateral Amendment. The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution by the Executive Director of the Department and State Controller's designee and without the signature of the Contractor.~~

- ~~_____ i) Paragraph 2. of this Contract, "Responsible Administrator";~~
- ~~_____ ii) Paragraph 3. of Exhibit A, Scope of Services "Time of Performance";~~
- ~~_____ iii) Paragraph 4 of Exhibit A, Scope of Services "Remit Address";~~
- ~~_____ iv) Paragraph 5 of Exhibit A, Scope of Services "Payment Schedule".~~

~~Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 16 b. i) through iv): Responsible Administrator, Time of Performance, Remit Address, or Payment Schedule can be executed by the State (Exhibit C1).~~

~~e) Bilateral Amendment. In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.~~

- ~~_____ i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);~~
- ~~_____ ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;~~

- ~~iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;~~
- ~~iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, Compensation and Method of Payment as well as to Exhibit A "Budget" and "Payment Schedule";~~
- ~~v) when there are additional federal statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.~~

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 16.b) of this paragraph.

~~Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 16 d).~~

d) Other Modifications. If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs 16.b) and 16.c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 16.b) or 16.c) of this paragraph.

17. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed approved pursuant to applicable law.

18. Reports.

a) Financial Reports. The Contractor shall submit to the Department quarterly financial status reports in the manner and method set forth in the Reporting Section of the State CDBG Guidebook.

b) Performance Reports. The Contractor shall submit to the Department quarterly performance reports and a project completion report in a manner and method prescribed by the Department in the Reporting Section and Close-Out Section of the State CDBG Guidebook.

19. Conflict of Interest.

a) In the Case of Procurement. In the procurement of supplies, equipment, construction and services by the Contractor and its subcontractors, no employee, officer or agent of the Contractor or its subcontractors shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the party or firm selected for award. Officers, employees or agents of the Contractor and its subcontractors shall neither solicit nor accept gratuities, favors or anything of monetary value from parties or potential parties to contracts. Unsolicited items provided as gifts are not prohibited if the intrinsic value of such items is nominal.

b) In All Cases Other Than Procurement. In all cases other than procurement (including the provision of housing rehabilitation assistance to individuals, the provision of assistance to businesses, and the acquisition and disposition of real property), no persons described in subparagraph i) below who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure for one year thereafter.

- i) Persons Covered. The conflict of interest provisions of this subparagraph 19.b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of any designated public agencies or subcontractors receiving CDBG funds.
- ii) Threshold Requirements for Exceptions. Upon the written request of the Contractor, the State may grant an exception to the provisions of this subparagraph 19.b) when it determines that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Contractor's Project. An exception may be considered only after the Contractor has provided the following:
- a) A disclosure of the nature of the conflict, accompanied by an assurance that:
 - i. there has been or will be a public disclosure of the conflict and a description of how the public disclosure was or will be made; and
 - ii. the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific CDBG-assisted activity in question; and
 - b) An opinion of the Contractor's attorney that the interest for which the exception is sought would not violate State or local law; and
 - c) A written statement signed by the chief elected official of the Contractor holding the State harmless from all liability in connection with any exception which may be granted by the State to the provisions of this subparagraph 19.b);
- iii) Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the Contractor has satisfactorily met the requirements of subparagraph 19.b) ii) above, the State shall consider the cumulative effect of the following factors, where applicable:
- a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Project which would otherwise not be available;
 - b) Whether an opportunity was provided for open competitive bidding or negotiation;
 - c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be beneficiaries of the CDBG-assisted activity, and the exception will permit such person to receive generally the same benefits as are being made available or provided to the group or class;
 - d) Whether the interest or benefit was present before the affected person was in a position as described in this subparagraph 19.b);
 - e) Whether undue hardship will result either to the Contractor or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
 - f) Any other relevant considerations.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor and any subcontractors shall strictly adhere to all applicable Federal and State laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include:

- a) National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500-1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- b) National Historic Preservation Act of 1966 (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in floodplains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

g) Safe Drinking Water Act of 1974 (42 USC 201, 300f et seq., 7401 et seq.), as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

h) The Endangered Species Act of 1973 (16 USC 1531 et seq.), as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.

i) The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

j) The Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.

k) Flood Disaster Protection Act of 1973 (42 USC 4001), placing restrictions on eligibility and acquisition and construction in areas identified as having special flood hazards.

l) HUD Environmental Criteria and Standards (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedure for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

n) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement of displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to State or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

o) Section 104(d) of the Housing and Community Development Act of 1974, (42 USC 5301 as amended and implementing regulations at 24 CFR Part 570) providing for the replacement of all low- and moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for low- and moderate-income households so displaced.

p) Davis-Bacon Fair Labor Standards Act (40 USC 276A -276a-5) requiring that, on all contracts and subcontracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more units.) The requirements set forth in this subparagraph are inapplicable to individuals who volunteer their services under circumstances set forth in 24 CFR Part 70.

Assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subcontractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

q) Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

r) Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or -assisted construction activities.

s) The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.

t) Unless otherwise provided for in EXHIBIT A, Scope of Services, this contract is subject to the following: Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701 (u)), as amended.

- i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 23 t)i) - 23 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- v) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- vi) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
 - u) Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.
 - v) Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, and incorporates laws prohibiting age or handicap or religious affiliation, or national origin discrimination in any program or activity receiving federal financial assistance.
 - w) The Fair Housing Act (42 USC 3601-20), as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.
 - x) Executive Order 11246 (1965), as amended by Executive Orders 11375 and 12086, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
 - y) Executive Order 11063 (1962), as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
 - z) Section 504 of the Rehabilitation Act of 1973 (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded for participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.
 - aa) Age Discrimination Act of 1975 (42 USC 6101), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
 - ab) Fire Administration Authorization Act of 1992 (P.L. 102-522), prohibiting the use of housing assistance in connection with certain assisted and insured properties, unless various protection and safety standards are met.
 - ac) Excessive Force. In accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act, Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990, the Contractor has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
 - ad) Lobbying. The Contractor assures and certified that:

- i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

21. Monitoring and Evaluation. The State will monitor and evaluate the Contractor for compliance with the terms of the contract, and the rules, regulations, requirements and guidelines which the State has promulgated or may promulgate, including the State CDBG Guidebook. The Contractor may also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

22. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

23. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

24. Subletting, Assignment or Transfer. Neither party nor any subcontractors hereto may sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

25. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

26. Applicant Statement of Assurances and Certifications. The Contractor has previously signed an "Applicant Statement of Assurances and Certifications" which is hereby incorporated and made a part of this Contract by reference.

27. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable to the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

28. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. FFATA, Exhibit C
- B. Colorado Special Provisions
- C. Contract
- D. Scope of Services, Exhibit A
- E. Income and Rent Chart, Exhibit B
- F. Beneficiary & Rent Use Covenant, Exhibit F
- G. Project Performance Plan, Exhibit D
- H. Legal Residency Affidavit, Exhibit E

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees, Subgrantees and Subcontractors

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

i. Workers' Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

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

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

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

vii. Flood Insurance

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

viii. Builder's Risk Insurance

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

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

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

C. Miscellaneous Insurance Provisions

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

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

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §29.

30. Legal Resident

Contractor must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-101 et seq., when such individual applies for public benefits provided under this Contract by requiring the applicant to:

- (a) Produce:
 - I. A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
 - II. A United States military card or a military dependent's identification card; or
 - III. A United States Coast Guard Merchant Mariner card; or
 - IV. A Native American tribal document; and
- (b) Execute an affidavit herein attached as Exhibit E, Affidavit of Legal Residency, stating:
 - I. That he or she is a United States citizen or legal permanent resident; or
 - II. That he or she is otherwise lawfully present in the United States pursuant to federal law.

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

31. Indemnification.

- i. **Intergovernmental Grants**
If this is an intergovernmental Grant, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
- ii. **Non-Intergovernmental Grants**
Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Grant.

32 CORA Disclosure

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

33. Statewide Contract Management System.

[This section shall apply when the State funds provided under this contract is greater than \$100,000.

By entering into this Grant, the Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system. The Grantee's performance shall be evaluated in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of the Grantee's performance shall be part of the normal contract administration process and the Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Grant. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Grant term. The Grantee shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance evaluation determine that the Grantee demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the DOLA, and showing of good cause, may debar the Grantee and prohibit the Grantee from bidding on future contracts. The Grantee may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)); or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Grantee, by the Executive Director, upon showing of good cause.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR City of Trinidad</p> <p>By: _____ Title: _____</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, GOVERNOR</p> <p align="center">DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <p align="center">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Alison A. George, Housing Programs Manager</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

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

<p align="center">STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Barbara M. Casey, Controller Delegate</p> <p align="center">Date: _____</p>

**EXHIBIT A
SCOPE OF SERVICES**

COLORADO DIVISION OF HOUSING

City of Trinidad - #H5CDB14043

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

- A. **Project Description.** The City of Trinidad on behalf of the Trinidad Housing Authority will receive a CDBG grant to assist with the rehabilitation, architecture & engineering, developer fee and contingency for Corazon Square Senior Apartments located in Trinidad, Colorado. These grant funds will serve households earning up to 50% of the Area Median Income (AMI). The apartments were constructed in 1983 under the HUD Section 8 New Construction program. These funds will be used to upgrade heating, domestic hot water and air conditioning systems, installation of a fire suppression system, modernization of building exterior and upgrades to units and common areas and installation of secondary elevator. The development has 100% project based rental assistance for residents.
- B. **Eligibility.** This project is eligible under the Housing and Community Development Act (HCDA) Section 105 (a)(4).
- C. **Form of Subsidy.** \$748,468.00 in CDBG funds will be used for rehabilitation, architecture & engineering, developer fee and contingency.

2. ADMINISTRATIVE REQUIREMENTS.

- A. **Administrative Requirements.** These funds will be administered by the Contractor, a Unit of General Local Government (UGLG), in accordance with the requirements of this contract, Division of Housing (DOH) Guidelines and the Project Performance Plan (Exhibit D). The Contractor shall comply with the administration requirements set forth in the most recent State Community Development Block Grant (CDBG) Guidebook, or such requirements as may be subsequently issued by the State. The Contractor shall be responsible for administration of the contract but will enter into a contract with Trinidad Housing Authority (Subrecipient) which shall carry out the program or project described above.
- B. **Procurement Standards.** This section shall shall not apply to this Contract. Selection of contractors, consultants, architects, engineers and purchase of materials to accomplish the Project shall follow appropriate procurement standards as outlined in the Financial Management Section of the State's CDBG Guidebook.
- C. **Davis-Bacon Standards.** This section shall shall not apply to this Contract. If 8 or more units funded with CDBG funds, the Contractor shall comply with all the requirements of the Davis-Bacon Act in accordance with the provisions set forth in Paragraph 20.p) in the main body of this contract.
- D. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** This section shall shall not apply to this Contract. The Contractor shall comply with all the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act in accordance with the provisions set forth in Paragraph 20.m) in the main body of this contract.

- E. **Section 3 of the HUD Act of 1968.** This section shall shall not apply to this Contract. To the greatest extent feasible, the Contractor and Subrecipient (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in the hiring to persons whose income is equal to or less than 50 percent of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by persons, or that substantially employ persons, whose income is equal to or less than 50 percent of AMI in the project area. Compliance requirements are set forth in Paragraph 20.t) in the main body of this Contract.
- F. **The Federal Funding Accountability and Transparency Act of 2006 as Amended 03/20/2013 (FFATA).** The Contractor shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in Exhibit C.
- G. **Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

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

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

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

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

3. ELIGIBLE BENEFICIARIES

- A. **Eligible Beneficiaries.** The prospective household must have a gross income that does not exceed 50% of the AMI. A listing of the incomes for all family household sizes is attached as Exhibit B.
- B. **Rents.** To ensure the housing is affordable to low and moderate income persons, rents charged for CDBG-assisted units available to low and moderate income persons shall not exceed the Department of Housing and Urban Development (HUD) published Area Median Income (AMI) Rents periodically established by HUD.
- C. **Rent Restrictions.** To ensure the housing is affordable to low and moderate income persons, the following rents shall apply to this project:

AMI	Number of Units	1-BDR	2-BDRs
< 40%	6	\$432	\$519
< 50%	44	\$540	\$648

- D. **Affordability Period.** The Contractor agrees to ensure that the 25 CDBG-assisted units will continue to be used to provide housing for families with low and moderate annual income for 30 years after written notification that the project has been closed-out (Project Close-out Date). At the end of the Affordability Period, no State restrictions shall be in effect.
- E. **Affordability Enforcement.** Rent and beneficiary income requirements will be enforced by a covenant running with the land. The Contractor shall record a DOLA Beneficiary and Rent Use Covenant in a form substantially similar to Exhibit F. An original copy of the recorded use covenant must be provided to DOH at the time of recording and is a condition for payment.
- F. **Change in Use.** During a period of five years following the Project Close-out Date, the Contractor may not change the use or planned use of the property unless: 1) the State determines the new use meets one of the national objectives of the CDBG program, and 2) the Contractor provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Contractor decides, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which the State determines does not qualify in meeting a CDBG national objective, the Contractor must reimburse the State an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.
4. **PROPERTY STANDARDS.** The primary purpose of the CDBG funds in rehabilitation of existing structures is to address health, safety, energy conservation, and structural deficiencies. Upon completion, each CDBG-assisted unit, except any on which only emergency repairs are undertaken, will at a minimum meet the HUD Section 8 Housing Quality Standards for Existing Housing contained in 24 CFR 982.405, incorporated by reference, and all applicable local codes, zoning and ordinances at the time of project completion.
5. **NATIONAL OBJECTIVE.** This project meets the national objective of benefit to low and moderate income persons as required in §570.483(b)(3).
6. **TIME OF PERFORMANCE.** The Project shall commence upon the full and proper execution of this Contract and the completion of the appropriate environmental review, and shall be completed on or before October 31, 2015. However, the Project time of performance may be extended by amendment, subject to mutual agreement of the State and Contractor. To initiate this process, a written request shall be submitted to the State by the Contractor at least sixty (60) days prior to October 31, 2015, and shall include a full justification for the extension request.

7. **BUDGET.** Funds from sources other than CDBG shall not be considered matching funds subject to federal audit requirements.

Project Activities	Total Cost	CDBG Funds	Other Funds	Other Fund Source
Rehabilitation	\$652,589.00	\$637,589.00	\$15,000.00	City of Trinidad
Architecture & Engineering	\$39,000.00	\$9,000.00	\$30,000.00	Trinidad Housing Authority
Existing Structure	\$1,635,042.00		\$676,000.00 \$841,541.00 \$117,501.00	CHFA FHA FHA
Developer Fee	\$70,000.00	\$70,000.00		
Contingency	\$31,879.00	\$31,879.00		
Total	\$2,428,510.00	\$748,468.00	\$1,680,042.00	

8. **PAYMENT SCHEDULE.**

\$711,044.00	Payments paid upon receipt and approval of written requests from the Contractor for funds to meet immediate cash needs. Initial Payment
\$36,424.00	Payments paid upon receipt and approval of written requests from the Contractor for funds to meet immediate cash needs and certification of completion.
\$1,000.00	Final Payment is paid upon substantial completion of the Project, provided that the Contractor has submitted, and the Department of Local Affairs - Division of Housing has accepted, all required reports including but not limited to, quarterly Financial Status Reports and project close-out reports.
\$748,468.00	TOTAL

REMITTANCE ADDRESS

City of Trinidad
135 North Animas Street
Trinidad, Colorado 81003

9. **CONTRACT MONITORING.** The Colorado Department of Local Affairs, Division of Housing shall monitor this Contract in accordance with the provisions set forth in Paragraph 21 in the main body of this Contract.

10. **REPORTING SCHEDULE.** The Contractor shall provide the following reports to the Department of Local Affairs, Division of Housing in accordance with the provisions set forth in Paragraph 18 in the main body of this contract:

- A. Financial Reports. One copy of the quarterly Financial Status Report shall be submitted within 20 calendar days of the end of the calendar quarter. This report must be submitted on forms provided by the Division of Housing. No requests for payments shall be processed if the Contractor has not submitted this quarterly report.
- B. Project Performance Reports. One copy of the quarterly Project Performance Plan shall be submitted within 20 calendar days of the end of the calendar quarter. This report may be submitted on forms provided by the Division of Housing. No requests for payments shall be processed if the Contractor has not submitted this quarterly report.

C. Project Completion Report. Within 30 days after the completion of the Project or the final draw, whichever is later, the Contractor shall submit 1 copy of the Project Completion Report (with Beneficiary information) and 2 copies of the Final Financial Status Report on forms provided by the Division of Housing.

D. Project Photographs. At the time of Project Close Out the contractor shall send before and after photographs of the project.

11. **PROGRAM INCOME.** This project will not generate program income.

12. **INTEREST.** The Contractor or Subrecipient may keep interest earned from federal funds up to \$100 per year for administrative expenses.

EXHIBIT B

HUD Release Date December 18, 2013

Colorado Division of Housing
 Income and Rent Tables for 30% - 120% of
 Area Median Income (AMI) for Colorado Counties for 2014

		2014 MAXIMUM RENTS						2014 INCOME LIMITS							
County	AMI	0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	
Huerfano	100%	1,010	1,081	1,297	1,498	1,672	40,400	46,100	51,900	57,600	62,300	66,900	71,500	76,100	
Huerfano	80%	807	865	1,037	1,198	1,337	32,300	36,900	41,500	46,100	49,800	53,500	57,200	60,900	
Huerfano	65%	656	702	843	974	1,087	26,260	29,965	33,735	37,440	40,495	43,485	46,475	49,465	
Huerfano	60%	606	648	778	899	1,003	24,240	27,660	31,140	34,560	37,380	40,140	42,900	45,660	
Huerfano	55%	555	594	713	824	919	22,220	25,355	28,545	31,680	34,265	36,795	39,325	41,855	
Huerfano	50%	505	540	648	749	836	20,200	23,050	25,950	28,800	31,150	33,450	35,750	38,050	
Huerfano	45%	454	486	583	674	752	18,180	20,745	23,355	25,920	28,035	30,105	32,175	34,245	
Huerfano	40%	404	432	519	599	669	16,160	18,440	20,760	23,040	24,920	26,760	28,600	30,440	
Huerfano	30%	303	325	390	450	502	12,150	13,850	15,600	17,300	18,700	20,100	21,500	22,850	
Adams	30%	402	431	517	598	667	16,100	18,400	20,700	23,000	24,850	26,700	28,550	30,400	

Contractor is responsible for complying with annual updated income limits.

EXHIBIT C

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2. A foreign public entity;
- 1.5.3. A domestic or foreign non-profit organization;
- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
 - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
 - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
 - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
 - 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

- 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 4.1.** The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2.** In the preceding fiscal year, Contractor received:
- 4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 7.1 ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 7.1.1** Subrecipient DUNS Number;
 - 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3** Subrecipient Parent DUNS Number;
 - 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

PAGE 5 FOR AUTHORIZED SIGNATURE REQUIRED
Federal Funding Accountability and Transparency Act (FFATA) Data Report Form

Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.

Information Field Definitions can be found in Exhibit C	Response
1. Agency or Jurisdiction DUNS Number:	
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	
5. Primary Location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False
6. In the preceding fiscal year, Contractor received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Signature of Responsible Administrator

Date

EXHIBIT D – PROJECT PERFORMANCE PLAN

Quarterly Reports: 1st Jan – March 3rd April – June 3rd July - Sept 4th Oct – Dec

Contract Number: #H5CDB14043	Name of Agency City of Trinidad	Monitoring Level – Frequent
	Name of Project Corazon Square Apartments	

TARGET: Rehabilitation of 50 unit apartment complex.	Explanation of Reasoning: Rehabilitation
-------------------------------------------------------------	----------------------------------------------------

DOH Staff: William Simpson - Developer (719) 544-2466 Kim Snetzinger - Asset Manager(303) 864-7826

MILESTONES – Grantee shall...	CAPACITY	STATE ROLE- DOH shall...	PROGRESS - reported quarterly
Provide documentation of signatory authority prior to or with Grantee executed contracts by: 4th Quarter 2014	Grantee is authorized to enter into a legally binding contract.	Review copy of Documents prior to contract execution.	ACHIEVED: DONE
Grantee has obtained a DUNS number and has provided to DOH. DUNS # is 83-048-8839 4th Quarter 2014	Find information on how to obtain a DUNS number and register at: www.sam.gov .	Ensure the DUNS number is obtained in order for project to be set up in IDIS.	ACHIEVED: DONE
Provide certificates of insurance coverage required by this contract prior to or with Grantee executed contracts by: 4 th Quarter 2014	Grantee has adequate insurance coverage per the terms of the Contract.	Review copy of Documents prior to contract execution.	ACHIEVED: <u>MM/DD/20YY</u>
Provide proof of funding commitments to DOH by: 4th Quarter 2014	Grantee has funding commitments totaling 100% of project cost.	Track funding commitments, and will not release funds before other necessary funds are 100% committed.	ACHIEVED: <u>MM/DD/20YY</u>

Obtain Environmental Release of Funds (ROF) Letter from DOLA by: 4th Quarter 2014	Grantee shall contact Tamra Norton of the Dept. of Local Affairs at 303-864-7734 or Tamra.Norton@state.co.us to complete HUD environmental requirements. Grantee can access CDBG guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_iv	Release funds (ROF) letter must be provided prior to the contract execution.	ACHIEVED: <u>MM/DD/20YY</u>
Record Beneficiary and Rent Use Covenant against property and submit original to DOH by: 4th Quarter 2014	Grantee understands DOH's term of affordability.	Release funds only after the Use Restriction is recorded or at closing if acquisition.	ACHIEVED: <u>MM/DD/20YY</u>
Close on property and submit settlement by: 4th Quarter 2014	Grantee will coordinate the closing date with the seller, funding sources and the title company.	Review copy of settlement statement and maintain on file.	ACHIEVED: <u>MM/DD/20YY</u>
Receive and review DOH Monitoring Documents by: 4th Quarter 2014	Grantee shall become familiar with DOH reporting requirements.	Provide forms to Grantee within 30 days of contract execution. Respond to a request for training within 10 days.	ACHIEVED: <u>MM/DD/20YY</u>
Develop and submit Relocation Plan per the Uniform Relocation Assistance Act (24 CFR 92.353) if applicable by: 4th Quarter 2014	Grantee shall contact the Developer or Asset Manager for Uniform Relocation Assistance Act requirements. Grantee can access CDBG guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_vii .	Provide guidance on relocation regulations as needed.	ACHIEVED: <u>MM/DD/20YY</u>
If Davis-Bacon is applicable: Identify Lead Agency: DOH Lock in wage determination by: 4th Quarter 2014	Grantee shall contact the Developer or Asset Manager for Davis-Bacon compliance documents. Grantee can access CDBG guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_viii .	Document monitoring efforts of lead agency.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Year Property was built: 1952 If Lead Based Paint (LBP) applies have a certifying official certify that LBP prevention and abatement requirements have been meet (24 CFR 92.356) by:</p> <p>4th Quarter 2014</p>	<p>Grantee is working with an authorized contractor to encapsulate or abate LBP or if surfaces will remain intact, Grantee will include a LBP disclosure, a Lead-Safe addendum, and a brochure "Protecting Your Family from Lead"</p>	<p>Review for compliance at monitoring visit.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Provide a description of what the agency will do to affirmatively market housing assisted with grant funds by:</p> <p>4th Quarter 2014</p>	<p>Grantee is compliant with the spirit and letter of fair housing regulations and seeks to reach out to those underserved in the market.</p>	<p>Approve the plan and ensure its incorporation into the agency's program guidelines prior to project close out.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Complete and submit a 504 Self Evaluation by:</p> <p>4th Quarter 2014</p>	<p>Grantee understands that for major rehabilitation Section 504 requires that <i>at least five percent of those units (or at least one, whichever is greater)</i>, be made handicap accessible according to the uniform Federal Accessibility Standards. An <u>additional</u> two percent of the units in such a project shall be accessible for persons with hearing or vision impairments. For minor rehabilitation, Grantee shall submit 504 facility accessibility questionnaire</p>	<p>Supply and review self Evaluation form. Provide technical assistance as needed.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Finalize Property Management contract and/or plan by:</p> <p>4th Quarter 2014</p>	<p>Grantee has experienced in-house management staff with an established management plan.</p>	<p>Help Grantee identify property management companies as needed. Review copy of property management plan for project file.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Train property management staff on requirements to be compliant with DOH regulations by:</p> <p>4th Quarter 2014</p>	<p>Grantee has assigned staff to ensure property is compliant with DOH regulations.</p>	<p>Respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>

Complete rehabilitation contracts per HUD contracting and procurement guidelines by: 4th Quarter 2014	Grantee shall contact the Developer or Asset Manager for HUD contracting compliance requirements. Grantee can access CDBG guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_viii .	Review compliance in quarterly reports and on-site monitoring visit.	ACHIEVED: <u>MM/DD/20YY</u>
Begin rehabilitation by: 4th Quarter 2014	Grantee shall monitor rehabilitation work and review status reports to ensure scope of work is on time and on budget.	Monitor construction inspection reports from the Grantee.	ACHIEVED: <u>MM/DD/20YY</u>
Complete rehabilitation by: 4th Quarter 2015	Grantee shall ensure rehabilitation work is complete and property is ready to be leased.	Review in quarterly reports and on-site monitoring and place documentation in project file.	ACHIEVED: <u>MM/DD/20YY</u>
Obtain Certificate of Occupancy by: 3 rd Quarter 2015	Grantee shall ensure property has been properly inspected in order to obtain Certificate of Occupancy.	Review document and place in project file.	ACHIEVED: <u>MM/DD/20YY</u>
Register property with ColoradoHousingSearch.com by calling 1-877-428-8844 by: 3 rd Quarter 2015	Grantee has experience marketing & leasing up affordable housing units.	Provide information about the affordable housing website and check it to ensure that the property has been listed.	ACHIEVED: <u>MM/DD/20YY</u>
Lease 50% of units by: 3 rd Quarter 2015	Grantee has experience marketing & leasing up affordable housing units.	Provide information in quarterly reports and rent roll as needed.	ACHIEVED: <u>MM/DD/20YY</u>
Lease 100% of units by: 4 th Quarter 2015	Grantee has experience marketing & leasing up affordable housing units.	Provide information in quarterly reports and rent roll as needed.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Grantee will submit quarterly reports on a timely basis, which includes: Project Performance Plan accomplishments and a Financial Summary Report by: (20 calendar days after each quarter) by:</p> <p>4th Quarter 2014</p> <p>1st Quarter 2015</p> <p>2nd Quarter 2015</p> <p>3rd Quarter 2015</p>	<p>Grantee will monitor work performed under the Scope of the Contract.</p>	<p>Review documents and provide follow up technical assistance as necessary.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Submit, on a monthly or quarterly basis pay requests and supporting documentation of expenses by:</p> <p>On-going</p>	<p>Grantee shall ensure that no costs were encumbered prior to contract execution.</p>	<p>Review backup documentation prior to approving pay request.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Verify all persons in the household 18 and older are lawfully present in the United States by:</p> <p>On-going</p>	<p>Grantees shall submit Affidavit of Legal Residency and proof of ID for all family members 18 or older upon lease up.</p>	<p>Provide Affidavit of Legal Residency for all CDBG-assisted units and will review Affidavit and proof of ID at time of on-site monitoring.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Submit the Project Completion Report (PCR) to DOH 1 month after the contract expires by:</p> <p>4th Quarter 2015</p>	<p>Grantee will report on work performed and demographic information of applicants and beneficiaries served on PCR forms</p>	<p>If needed, respond to a request for training within 10 days. Process the PCR within 30 days of receiving a complete report.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>

QUARTERLY QUESTIONS

List Occupancy for the three months being reported on: **Month** _____ **Occupancy** %
Month _____ **Occupancy** %
Month _____ **Occupancy** %

Were any units unavailable for lease ("down" due to damage, rehab, etc.) during this quarter? If so, please provide an explanation and the length of time actually unavailable for lease or expected to be unavailable.

Were there any findings during the last physical inspection?

Are there any unusual factors influencing the property's performance? Any anticipated concerns or issues?

How does the leasing agent determine eligibility for your project? Do you foresee any potential problems meeting the contract eligibility requirements?

DECLARATION OF RESIDENCY (WRA)

In order to be eligible to receive the housing assistance you seek, you, as an applicant or current recipient of housing assistance must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

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

I am a United States citizen, or

I am a non-citizen national of the United States, or

I have an immigration status that makes me a "qualified alien"

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Name (please print)

When Recorded Return To:

COLORADO DIVISION OF HOUSING
ATTENTION: *Kim Snetzinger*
1313 SHERMAN STREET, ROOM 500
DENVER, CO 80203

DOH Contract #H5CDB14043

EXHIBIT F

**COLORADO DEPARTMENT OF LOCAL AFFAIRS
BENEFICIARY AND RENT USE COVENANT**

THIS BENEFICIARY AND RENT USE COVENANT ("Covenant") is made this _____ day of _____, 20__ by the Corazon Square Apts for Elderly, a Colorado Non-profit organization ("Owner"), whose address is 128 W. First Street, Trinidad, Colorado 81082-2957, fee simple Owner of certain property further described herein.

WHEREAS, the Owner is the beneficiary of funds through City of Trinidad ("UGLG") and its Contract # H5CDB14043 executed _____ from the State of Colorado, by and through the Department of Local Affairs for the benefit of the Division of Housing ("Grantor") to be used for the rehabilitation of the property located at 201 Raton, Trinidad, Colorado 81082-0000 more specifically described as the following (the "Property"):

O T S BLK-75 – LTS – 3- TO – 8 BLDGING CONSISTS OF THE FOLLOWING ADDRESSES: 101 TO 112 RATON ST 201 TO 219 RATON ST 301 TO 319 RATON ST

WHEREAS, as a condition to the receipt of the funds, Owner has agreed to record this Covenant to run with the Property to ensure that certain rental and occupancy limitations associated with the CDBG program are met;

NOW, THEREFORE, the following is established as a Covenant running with the Property;

1. **Restriction.** For the term of this Covenant, the Property shall be used primarily to provide housing for Eligible Beneficiaries at Affordable Rents, as defined herein.
2. **Eligible Beneficiaries.** The Owner, its successors, assignees, heirs, grantees, or lessees shall ensure that the assisted units listed below ("CDBG Assisted Units") are affordable to households whose income is equal to or less than the current Area Median Income limits (AMI) in effect at the time each household initially occupies their rental unit. Income eligibility requirements are defined by the Department of Housing and Urban Development (HUD), or if no longer published, by an equivalent index designated by the Grantor.

Type of Units	# of Units	Income of Beneficiaries
<u>CDBG-Assisted Units</u>		
(2) 1BR, (1) 2BR	3	≤ 40% of AMI
(20) 1BR, (2) 2BR	22	≤ 50% of AMI
<u>Other Affordable Units</u>		
(2) 1BR, (1) 2BR	3	≤ 40% of AMI
(20) 1BR, (2) 2BR	22	≤ 50% of AMI
Total Units	50	

3. **Affordable Rents.** The housing must be affordable to low- and moderate-income households, per 24 CFR Part 570.483(b). For the 25 CDBG-assisted units, the rent plus the HUD approved utility allowance must be no greater than 30 percent of adjusted income for households at the Area Median Income limits as shown in the chart in paragraph 2 above, as periodically established by HUD.

If a CDBG-assisted unit receives Federal or State project-based rental subsidy and the household pays no more than 30 percent of their adjusted income toward rent and utilities, then the maximum rent (tenant contribution plus project based rental subsidy) shall be the maximum rent allowable under the Federal or State project-based rental subsidy program. Should the Owner opt out of the project-based subsidy during the period of affordability, the CDBG-assisted units must have rents that are no greater than 30 percent of adjusted income for households at the Area Median Income limits, as stated above.

4. **Affordability Period - HUD.** This Covenant shall encumber the Property, without regard to the term of any mortgage or transfer of ownership, for a period of not less than five (5) years following the date of project close-out (the "HUD Affordability Period"). Repayment shall be required in accordance with 24 CFR Part 570.498(j), during the HUD affordability period if the housing ceases to qualify as affordable housing by HUD.

Affordability Period - Grantor. This Covenant shall encumber the Property, without regard to the term of any mortgage or transfer of ownership, for a period of not less than 25 years following the HUD affordability period (the "Grantor Affordability Period"). During this period of affordability, CDBG funds are repayable if the housing ceases to qualify as affordable housing by Grantor. Repayment of funds provided does not terminate the affordability period. The affordability period will not be modified without the express written consent of the Grantor.

5. **Termination.** This Covenant may terminate upon foreclosure or transfer in lieu of foreclosure, unless the Owner of record, before the foreclosure, or anyone with business or family ties to the Owner, obtains an ownership interest in the property through the foreclosure.
6. **Change in Use.** This property shall be used for housing the above described Beneficiaries, at the above described rents for 30 years following the date of project closeout. The Owner, its successors and assignees, heirs, grantees, or lessees may not change the use of the property unless in accordance with 24 CFR 570.489 (j) during the HUD Affordability Period and unless in accordance with Grantor requirements during the Grantor Affordability Period.
7. **Enforcement.** The Grantor, UGLG and/or HUD, or appropriate representatives thereof may enforce this Covenant.
8. **Release.** Upon satisfaction of the terms of this Covenant, the Grantor will record a release of this Covenant against the Property and the Owner, its successors, assignees, heirs, grantees, and lessees shall no longer be bound by the terms of this Covenant.

CORAZON SQUARE APTS FOR ELDERLY, a Colorado Non-profit organization

By:

Its:

Signature: _____

Name: _____

Title: _____

Date: _____

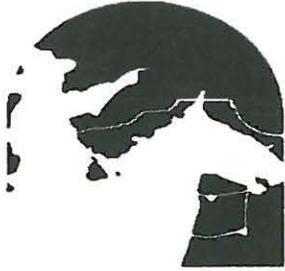
State of Colorado)
) ss.
County of)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 20__, by
_____ as _____ of _____

Witness my hand and official seal

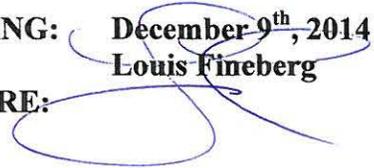
My commission expires: _____

6



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: December 9th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 

SUBJECT: Resolution for Contract Approval for CDOT Wayfinding Signage Grant

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should approve the contract.

SUMMARY STATEMENT:

Attached is the resolution for the CDOT contract already approved by the CC for the Wayfinding Signage grant. The grant will cover the installation of three (3) computerized information kiosks and eight (8) gateway signs as specified in the Wayfinding Signage Plan. Note that the original grant request was for \$225K with a \$75K City match. The grant amount actually given was \$300K with the same \$75K City match. The extra \$75K will facilitate site preparation for the gateway signs.

EXPENDITURE REQUIRED: \$75K.

SOURCE OF FUNDS: CIP.

POLICY ISSUE: Should the Council approve the resolution?

ALTERNATIVE: The Council could decide not to approve the resolution.

6



CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, APPROVING CONTRACT #19858 BETWEEN THE CITY OF TRINIDAD AND THE COLORADO DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ENHANCEMENT GRANT PROGRAM - FUNDING THE IMPLEMENTATION OF PRIORITY 2 AND PRIORITY 3 OF THE CITY OF TRINIDAD WAYFINDING SIGNAGE PLAN

WHEREAS, the City of Trinidad recognizes the need for a coherent, unified wayfinding signage system; and

WHEREAS the Planning, Zoning and Variance Commission conducted two public workshops on March 8th, 2011 and April 12th, 2011, regarding the development of a wayfinding signage system for Trinidad; and

WHEREAS, the Planning, Zoning and Variance Commission conducted a public hearing on the City of Trinidad Wayfinding Signage Plan on June 14th, 2011 and unanimously recommended approval of said plan to the City Council; and

WHEREAS, the City Council conducted a public hearing and officially adopted the City of Trinidad Wayfinding Signage Plan on July 5th, 2011; and

WHEREAS, the City Council has committed the funds necessary for the completion of Priority 1 in the City of Trinidad Wayfinding Signage Plan during fiscal year 2013; and

WHEREAS, the grant application was approved by Colorado Department of Transportation.

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

Section 1. Approval of Contract #19858 between the City of Trinidad and the Colorado Department of Transportation – Transportation Enhancement Grant Program. The City Council of the City of Trinidad approves the grant contract between the City of Trinidad and the Colorado Department of Transportation – Transportation Enhancement Grant Program - the purpose of funding the implementation of Priority 2 and Priority 3 of the City of Trinidad Wayfinding Signage Plan and committing to provide a cash match for the project in the amount of \$74,812, representing 25% of the total project cost of \$374,062.

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

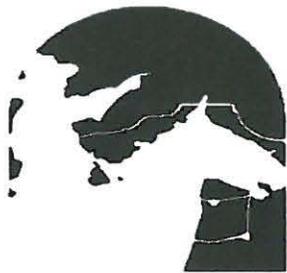
APPROVED and ADOPTED this ____ day of December, 2014.

JOSEPH A. REORDA, MAYOR

ATTEST:

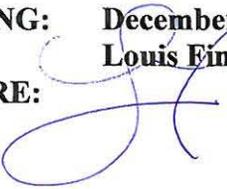
AUDRA GARRETT, CITY CLERK

7



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: December 9th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS:

SUBJECT: Amendment of Professional Services Agreement with SGM for the Commercial Street Project to include a Landscape Architect to Design the Plum Street Pocket Park

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should approve the request.

SUMMARY STATEMENT:

A request to amend the professional services agreement with SGM for the Commercial Street project to include a landscape architect to design the Plum Street Pocket Park.

EXPENDITURE REQUIRED: \$3,000.

SOURCE OF FUNDS: CIP and will apply to the local grant match requirement.

POLICY ISSUE: Should the Council approve the contract amendment?

ALTERNATIVE: The Council could decide not to approve the contract amendment.

7

DATE: December 1, 2014
TO: Louis Fineberg – City Planning Director
FROM: Gerald E. Burgess, P.E. 
SGM Inc.
RE: Commercial Street – Additional Services

Louis,

Per our past conversations, SGM has retained the services of Margaret Loperfido (Sprout Studios) to provide landscape architectural design services. Her work will be limited to conceptual designs for the pocket park at West Plum. Her estimated fee for her services is \$3500.00.

We will add a phase to our current Commercial Street budget for “Landscape Architecture” with a budget of \$3500.

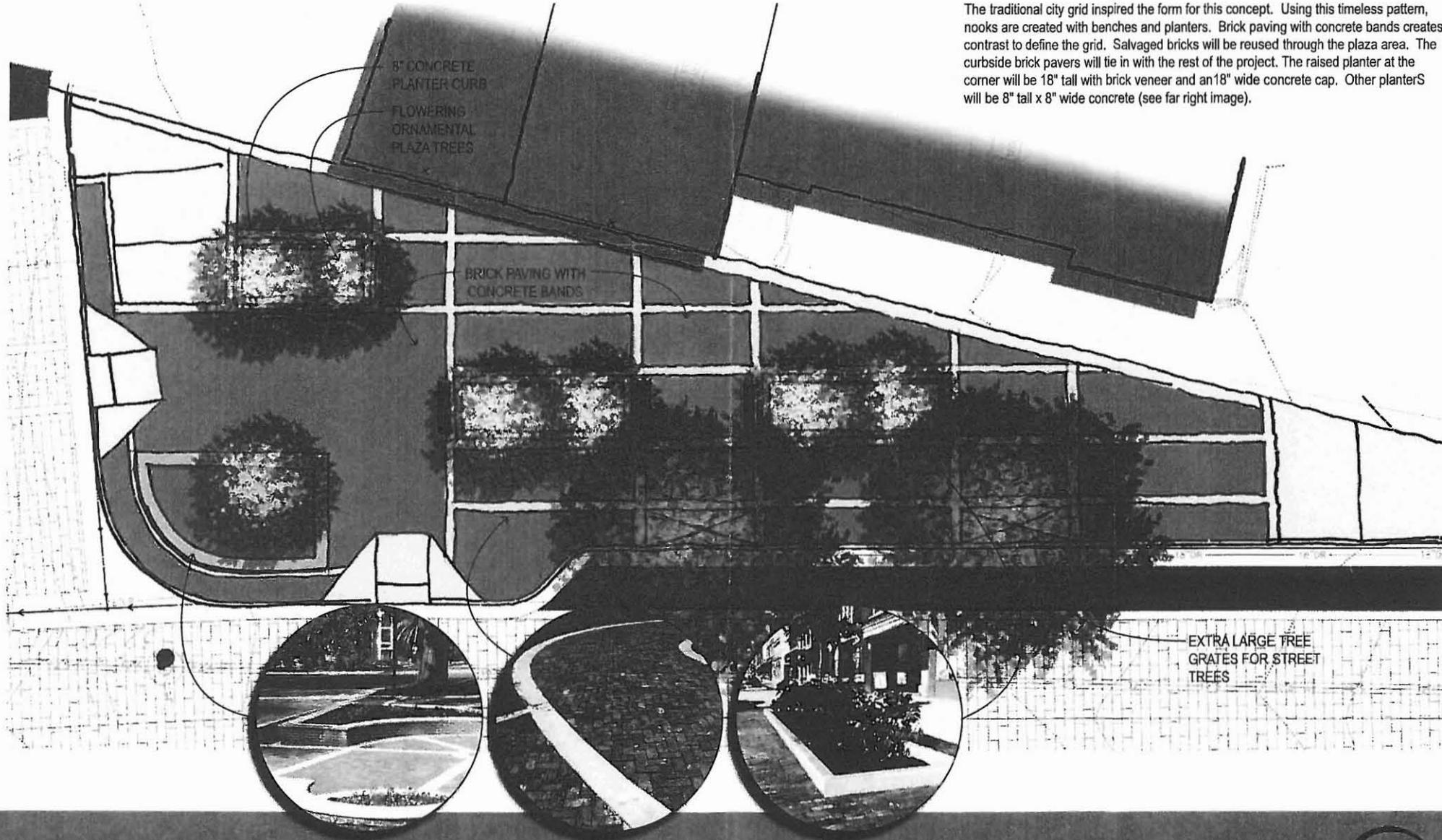
Margaret has been working on the pocket park for the past few weeks and will provide some concepts for our Thursday meeting.

If you have any questions please contact Matt or I.

Thank you,

Jerry

The traditional city grid inspired the form for this concept. Using this timeless pattern, nooks are created with benches and planters. Brick paving with concrete bands creates contrast to define the grid. Salvaged bricks will be reused through the plaza area. The curbside brick pavers will tie in with the rest of the project. The raised planter at the corner will be 18" tall with brick veneer and an 18" wide concrete cap. Other planterS will be 8" tall x 8" wide concrete (see far right image).



PLUM STREET POCKET PARK

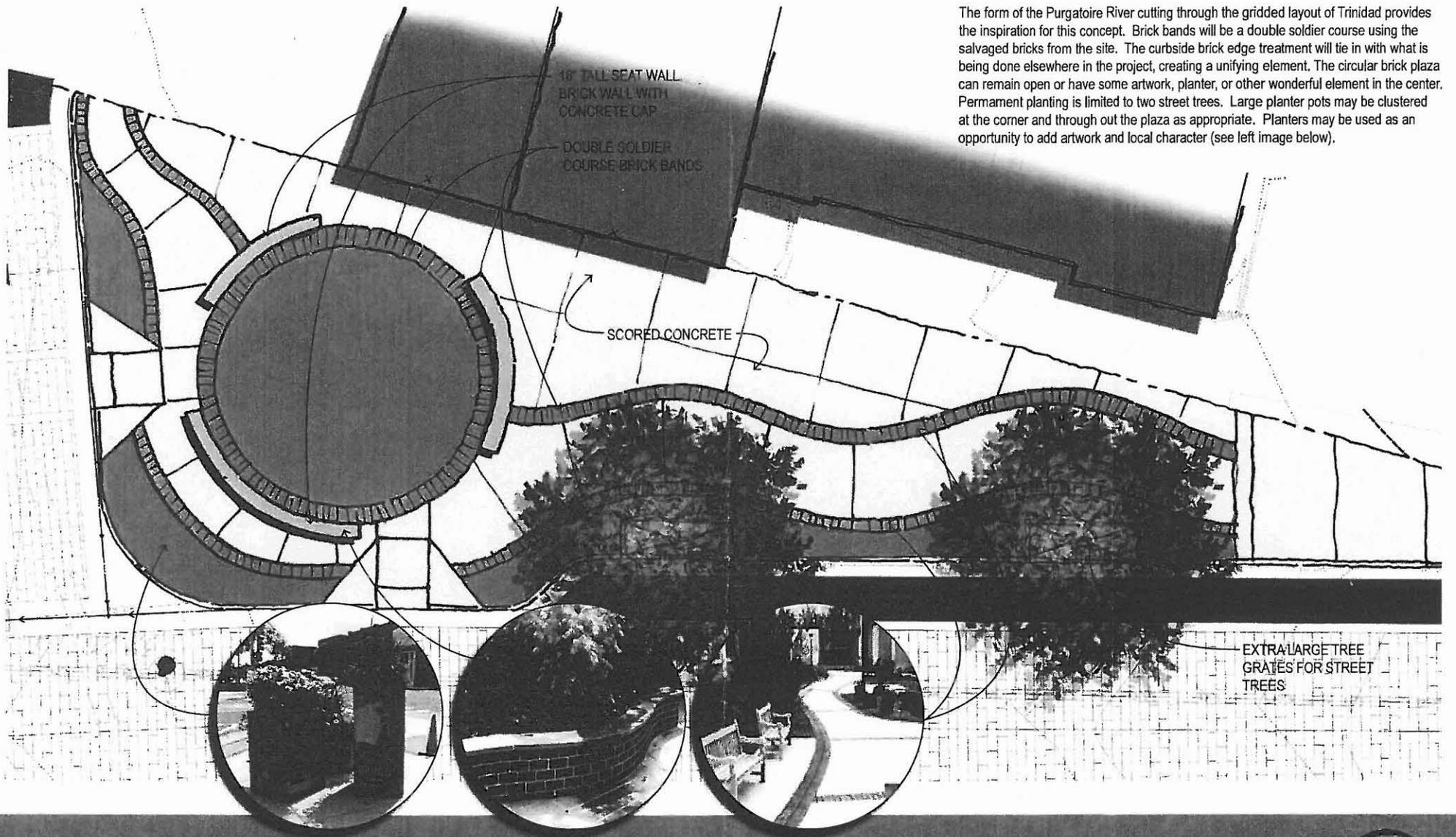
Trinidad, Colorado

Concept A

4 December 2014



The form of the Purgatoire River cutting through the gridded layout of Trinidad provides the inspiration for this concept. Brick bands will be a double soldier course using the salvaged bricks from the site. The curbside brick edge treatment will tie in with what is being done elsewhere in the project, creating a unifying element. The circular brick plaza can remain open or have some artwork, planter, or other wonderful element in the center. Permanent planting is limited to two street trees. Large planter pots may be clustered at the corner and through out the plaza as appropriate. Planters may be used as an opportunity to add artwork and local character (see left image below).



PLUM STREET POCKET PARK

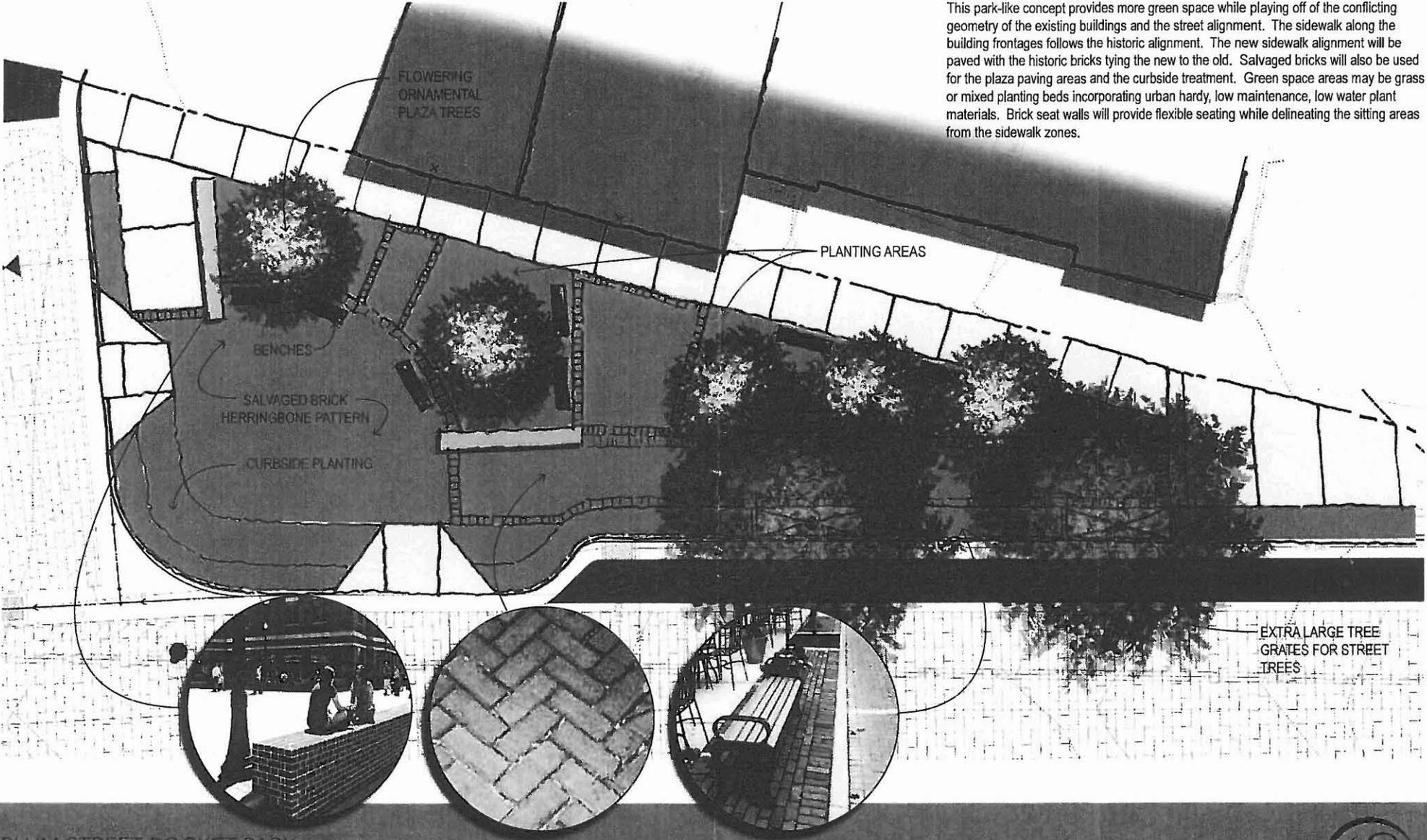
Trinidad, Colorado

Concept B

4 December 2014



This park-like concept provides more green space while playing off of the conflicting geometry of the existing buildings and the street alignment. The sidewalk along the building frontages follows the historic alignment. The new sidewalk alignment will be paved with the historic bricks tying the new to the old. Salvaged bricks will also be used for the plaza paving areas and the curbside treatment. Green space areas may be grass or mixed planting beds incorporating urban hardy, low maintenance, low water plant materials. Brick seat walls will provide flexible seating while delineating the sitting areas from the sidewalk zones.



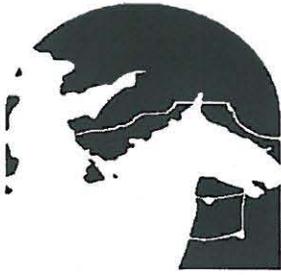
PLUM STREET POCKET PARK

Trinidad, Colorado

Concept C

4 December 2014





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: December 9, 2014
PREPARED BY: Les S. Downs
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

8

SUBJECT: Discussion of a Bill of Charges, regarding Planning and Zoning Commissioner Richard George

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: To discuss how, and whether, City Council would like to proceed with respect to a Bill of Charges for the removal of Commissioner Richard George from the Planning and Zoning Commission

SUMMARY STATEMENT: One or more City Council members requested that I prepare a Bill of Charges for the removal of this Commissioner, from the Planning and Zoning Commission

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether it is Council's intent to proceed with the attached Bill of Charges.

ALTERNATIVE: To not proceed.

BACKGROUND INFORMATION: None presently.

8

BILL OF CHARGES

This bill of charges is brought against Planning, Zoning and Variance Commissioner Richard George. In pursuing this bill of charges, one or more Council persons seek the removal of Commissioner George for his handling of certain marijuana conditional use permits as a Commissioner of the Planning, Zoning and Variance Commission. More specifically, it is alleged:

1) In a regularly scheduled meeting of the Planning, Zoning and Variance Commission on July 8th, 2014, an applicant for conditional use permits known as Forever Green, LLC, by and through Mr. Terry Sanchez, was granted a hearing on two medical marijuana conditional use permit applications. Those applications were referred to as 2014 MMC 16, and 2014 OPCO16, and were conditional use permit applications for 3019 Toupal Drive, in Trinidad, Colorado.

At the conclusion of that hearing, Commissioner George voted to deny the conditional use permit applications. Commissioner George failed to give any reason for his no vote, despite having been instructed by staff that Commission members should give reasons for voting no. Nonetheless, Commissioner George gave no reasoning for his no vote and therefore failed to provide any basis, let alone a legitimate one, for his actions.

2) In a regularly scheduled meeting of the Planning, Zoning and Variance Commission on October 14th, 2014, an applicant for three retail marijuana conditional use permit applications had his hearing held in support of these applications. The address for this proposed retail marijuana facility was also 3019 Toupal Drive, in Trinidad, Colorado, and said permit applications were known as 2014 RMS 24, 2014 RPFM 24, and 2014 RMCF 24. The applicant's name was CannaCo, and the company was represented by Mr. Josh Bleem.

At the conclusion of that hearing, Commissioner George voted no on those applications as well. Commissioner George was again informed that he should give reasons for voting to deny the applicant their conditional use permits, and he again refused. On this occasion, Commissioner George not only refused to give reasons for his no vote, but also interrupted another Commission member, and said that: "(Commissioner) Leone didn't have to answer to Fineberg" (meaning City Planner Louis Fineberg). So Commissioner George not only refused to give his reasons despite the advice of staff, he encouraged other Commission members to also not identify any reasons and to ignore the lawful and appropriate directions of City Staff.

Commissioner George's actions at the above described hearings were improper for several reasons. First, by refusing to give any basis for the no vote, Commissioner George failed to fully perform his obligations as a Commissioner and his actions either were the result of misconduct or at least create the appearance that Commissioner George abandoned his obligations. Second, Commissioner George's direction to another Commission member to engage in such inappropriate conduct shows an intentional

disregard for providing a fair and impartial hearing. Third, Commissioner George's intentional disregard as to the advice and direction of City Staff constitutes a violation of the Commissioner's obligations. Fourth, had it not been for City Council's actions, Commissioner George's acts and omissions could have generated a claim against the City. As a result, Commissioner George's actions constitute neglect of duty, acts detrimental to the City's interests, and potential malfeasance and therefore just cause exists to remove Commissioner George from his position.

For the foregoing reasons, it is the request of one or more Trinidad City Council Members that the City Council discussion removing Commissioner George from the Trinidad Planning, Zoning and Variance Commission.



COUNCIL COMMUNICATION

9

CITY COUNCIL MEETING: December 9, 2014
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Trinidad Historic District Loop right-of-way acquisition services proposal

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Review the proposal and consider forwarding it to the next regular meeting

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Yes

SOURCE OF FUNDS: CIP

POLICY ISSUE: N/A

ALTERNATIVE: Do not accept the proposal

BACKGROUND INFORMATION:

- Planning Director Louis Fineberg will explain this aspect of the overall project to Council

9



December 3, 2014

Louis Fineberg
Planning Director
City of Trinidad
135 North Animas Street
Trinidad, CO 81082

RE: Project No. STE M296-010 – Trinidad Historic District Loop
Right of Way Services Fee Estimate

Dear Mr. Fineberg:

On behalf of TRS Corp. (TRS), I would like to thank you for the opportunity to assist the City of Trinidad (the City) with right-of-way support services for Project No. STE M296-010 – Trinidad Historic District Loop (the Project).

Attached hereto is our professional services fee estimate in the amount of \$47,334.50 to complete the right of way acquisition processes for thirteen (13) temporary easements and one (1) permanent easement pursuant to federal funding requirements as administered by the Colorado Department of Transportation (CDOT). Activities contemplated in furtherance of this effort include:

- Project introduction meeting with the City.
- Develop Notices of Intent to Acquire in compliance with CDOT LPA standard and deliver to the owner(s) of record. If the City does not have a standard letter, examples will be provided for City review and consent.
- Conduct site inspections with owners, photograph the existing conditions of the easement, and develop a Value Finding to determine fair market value and basis for an offer to acquire from the City. Value findings are permitted in lieu of appraisals for low value, uncomplicated valuation matters. No appraisals are contemplated.
- Develop offers to acquire in compliance with CDOT LPA standard. If the City does not have a standard letter, examples will be provided for City review and consent.
- Negotiate with the owner of record to secure signature on the temporary construction easement.
- Document acquisition process and maintain a log of contact with each owner.
- Compile required CDOT acquisition settlement documents, and secure payment from the City.
- Deliver payments to owners, and secure receipt for payment consistent with CDOT standard.
- Meet with City staff/officials as required.
- Provide Quality review and assurance of the federal-aid acquisition process.
- Prepare right of way clearance document, with supporting information that all parcels have been acquired in compliance with CDOT standard, for City signature and delivery to CDOT.

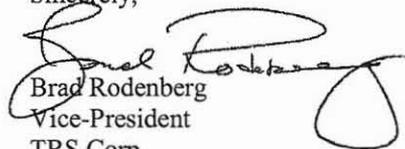
No relocation advisory assistance is contemplated. Deliverables include:

- Notice of Intent Letters
- Value Findings
- Offers to Acquire
- Settlement Agreements/executed temporary construction easements (13) and permanent easement (1)
- Receipts for payment
- Right of Way clearance document
- Negotiator's Logs
- Completed project files

We have a long history working with Local Public Agencies in CDOT Region 2, and look forward to the opportunity to work with the City of Trinidad. Our plan is to meet with the owners in person if local, act as an extension of City staff, and provide another voice and resource for the Project.

Please advise if you have any questions or require additional information. Thank you again for the opportunity.

Sincerely,



Brad Rodenberg
Vice-President
TRS Corp.

TRS CORP.
City of Trinidad
Project M296-010
ROW Services - December 3, 2014

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Sr. ROW Agent</i>	<i>Administration</i>	<i>TOTALS</i>
<i>Rate</i>	\$140.00	\$100.00	\$57.50	
RIGHT OF WAY TASKS	<i>hours</i>	<i>hours</i>	<i>hours</i>	COMMENTS
A. Planning and Research				
1. Title Review/Plan Review	2	2		
2. Project Records Set-Up		1	1	14 parcels
<i>subtotal hours</i>	2	3	1	6
<i>subtotal fees</i>	\$280.00	\$300.00	\$57.50	\$637.50
B. Property Owner Appraisal Coordination/Value Findings				
1. Read and review final appraisals				NA
2. Secure City Approval/FMV		4	8	Secure City approval of Value Findings
3. Prepare and process value Findings	4	56	4	14 Value Findings
4. NOI Letters to Owners	4	16	16	14 letters
<i>subtotal hours</i>	8	76	28	112
<i>subtotal fees</i>	\$1,120.00	\$7,600.00	\$1,610.00	\$10,330.00
C. Acquisition/Negotiation				
1. Coordination with client	4	8		
2. Preparation of Offers	1	28	48	
3. Negotiations		112		
4. Settlement processing		28	40	
5. Update agent logs/file maintenance		28	0	
<i>subtotal hours</i>	5	204	88	297
<i>subtotal fees</i>	\$700.00	\$20,400.00	\$5,060.00	\$26,160.00
D. Relocation				N/A
1. Relocation Plan				NO RELOCATION
2. Move Cost Determinations				REVISE IF PERSONAL PROPERTY
3. Review/Approval of Determinations				Identified
4. Relocation Advisory Assistance				
5. Appeals				
<i>subtotal hours</i>	0	0		0
<i>subtotal fees</i>	\$0.00	\$0.00		\$0.00

TRS CORP.
City of Trinidad
Project M296-010
ROW Services - December 3, 2014

Employee Classification	Project Manager	Sr. ROW Agent	Administration	TOTALS
<i>Rate</i>	\$140.00	\$100.00	\$57.50	
E. Title/Closing Coordination/File Maintenance				
1. Secure commitments/updates				NA
2. Closing coordination/document review	2	14		
3. Process Pmt/Agency approval/ROW Clearance	4	14	14	
<i>subtotal hours</i>	6	28	14	48
<i>subtotal fees</i>	\$840.00	\$2,800.00	\$805.00	\$4,445.00
F. Project Management/Records Management				
1. Contract Management	2			
2. PM Meeting	4	4		
3. File Management/QA/Status Reports		12	12	
<i>subtotal hours</i>	6	16	12	28
<i>subtotal fees</i>	\$840.00	\$1,600.00	\$690.00	\$3,130.00
ROW SUBTOTAL	hours 27	327	143	491
	\$3,780.00	\$32,700.00	\$8,222.50	\$44,702.50
APPRAISAL				
G. Appraisals	<i>Price</i>	<i>QTY</i>		<i>Fee</i>
N/A				TOTAL
APPRAISAL SUBTOTAL				\$0.00
				\$0.00
DIRECT EXPENSES				
FedEx/Postage/Copies	<i>Qty Files</i>	<i>Cost Per file</i>		
	14	\$ 100.00		\$1,400.00
Mileage	<i>Rate/mi</i>	<i>Miles</i>		
	\$ 0.56	2,200		\$1,232.00
EXPENSE SUBTOTAL				\$2,632.00
PROFESSIONAL SERVICE FEE ESTIMATE				TOTAL
				\$47,334.50

Submitted by: Wendy Rodenberg
 Wendy Rodenberg
 President
 TRS Corp.