

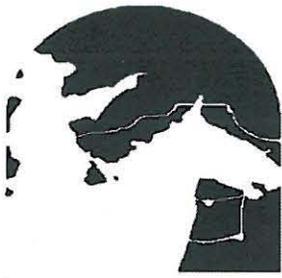


## **CITY OF TRINIDAD TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,  
will hold its regular Work Session on Tuesday, September 8, 2015 at 1:30 P.M.  
in City Council Chambers at City Hall, Third Floor, City Hall

### **AGENDA**

1. Petitions and Communications, Oral or Written  
*Members of the public may comment on matters within the jurisdiction of the City but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.*
2. Anti-Dilapidation Ordinance
3. Review of the 2014 Audit
4. 2016 Property/Casualty and Workers' Compensation Renewal quotes received from CIRSA
5. Movies in the Park
6. Consideration of an amendment to Chapter 12, Municipal Utilities, Article 1, Utility Billing and Service, Section 12-1, Initiation of utility service, and Section 12-4, Discontinuance of utility service
7. Consideration of an amendment to Chapter 4, Animals, Article 3, Dogs and Cats, Section 4-18, Dogs running at large; and Repeal of Section 4-19, Obedience command
8. Request for Proclamation recognizing Auntie Litter, Inc.
9. Discussion of other agenda items



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

2

**CITY COUNCIL MEETING:** September 4, 2015

**PREPARED BY:** Arthur MacWaters

**DEPT. HEAD SIGNATURE:**

**# OF ATTACHMENTS:** 2

*Judra Garza*

**SUBJECT:** An ordinance levying fines for dilapidated properties.

**PRESENTER:** Arthur MacWaters, intern to the City Attorney

**RECOMMENDED CITY COUNCIL ACTION:** To adopt the ordinance, in the name of improving the quality of life, real estate values, and tourism in the City of Trinidad.

**SUMMARY STATEMENT:** If adopted, this ordinance would add an option for enforcement of community standards of safety and appearance for the dilapidated properties in the City.

**EXPENDITURE REQUIRED:** Yes – hourly payment for a part-time Administrative Hearing Officer.

**SOURCE OF FUNDS:** General Fund, CIP. Revenues from fees paid to the City in accordance with this ordinance will offset costs.

**POLICY ISSUE:** To adopt this ordinance to begin a process of community improvement and beautification.

**ALTERNATIVE:**

- 1) To not adopt the ordinance, and continue along existing courses.
- 2) To propose changes to the ordinance.

**BACKGROUND INFORMATION:** One should consider the pace, effectiveness, etc., of current methods for enforcing community standards and maintaining properties at a decent level of safety and appearance.

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Dear Mr. Mayor, and the Ladies and Gentlemen of the Council,

I hope you will recall the presentation at the retreat at Monument Lake, wherein the City Manager explained the "blight" of run-down and abandoned properties in Trinidad. He went on to propose an ordinance that would efficiently and effectively ensure that those properties were improved, or, removed. It has been my task of the past few weeks to write such an ordinance, and I have enclosed it here. I politely ask that you spare a few moments to go over it.

I don't suppose I have to convince you that neglected properties easily fall into decay, or that decayed properties weigh down their surroundings with regards to pleasantness, tourism, and property values. This Anti-Dilapidation Ordinance creates another route for the City to take in response to decaying properties - one that is intended to be more rapid and more potent than the other choices we have now. It was my fear, originally, that this policy was like a hammer - it might be swung indiscriminately, hurting average citizens and coming down too hard on mild cases of disrepair that, from time to time, happen to us all. But, the intention of this ordinance is not to prosecute the little old lady. It is intended to be sufficient to gain compliance from the upper echelon of violators, such as the run-down grocery store across from the Triggers field, the Sopris building next to the Blue Crate on Main Street, or even the abandoned Cougar Canyon Hotel.

I will briefly explain a few key tenets of the ordinance:

Firstly, in the cumulative 61 days between when a first Notice and Order is served and when a Citation is served, property owners have the opportunity to meet with the City Manager and agree on a plan for the improvement of their property. The City Manager intends to postpone fees and other enforcement if property owners have a substantive plan to fix conditions on their property. If property owners can fix the problems with their property, there is no need for further involvement from the City.

Secondly, if an entity does not pay the fines that accumulate for maintaining poor conditions after Citation, then the fines become a lien on the real estate. This way, if there is no way an entity can pay for the condition of their property, they may sell the property, or relinquish it to the City to sell or demolish. In cases like Cougar Canyon, I invite you to consider the benefits of such a possibility.

Thirdly, the ordinance establishes an administrative process (involving City staff), which would be much more streamlined and speedy than the court proceedings, which can stretch on and on for code violations even as minor as uncut grass.

I look forward to presenting this ordinance formally to you in Tuesday's meeting.

Respectfully,

Arthur MacWaters



## 1) Legislative Declaration

The City Council of the Trinidad, Colorado finds that a significant number of buildings and properties within the City have come to a state of Dilapidation and Disrepair; that these premises, both commercial and residential, comprise the foundations of the community; that the dereliction of buildings and properties is unbecoming to the grand and historic grounds of the City, and creates a multitude of problems, among which are: danger, squalor, dirtiness, crime, reduced property values, and depressed economy in real estate and tourism; and that their maintenance, naturally, is the cooperative responsibility of the citizens and the government. In order to promote the safety, welfare, and enjoyment of the community, and to effectively and efficiently combat Decay, the City Council of the City of Trinidad enacts the following ordinance.

## 2) Definitions

a) Any combination or repetition (namely, two or more) of the following circumstances on a premise shall classify said premise as "Dilapidated":

- 1) Exterior windows or doors are broken, missing, not secured, or have paint which is peeling;
- 2) Exterior walls, roofs, stairways, chimneys, porches, or decks are damaged, collapsing, broken, or deteriorating such as to impair their intended purposes or to allow the structure to be open to the weather;
- 3) Exterior additions, including but not limited to, canopies, fire escapes, signs, banners, awnings, ducts, and exterior furniture such as benches, are damaged, collapsing, or deteriorating;
- 4) Foundation walls are visible from public roads, sidewalks, etc., to be cracked, crumbling, collapsing, or severely bowed;
- 5) Interior walls, stairs, porches, floors, ceilings, support pillars or beams are damaged, collapsing or deteriorated;
- 6) Fences or boundary walls are damaged to the extent of allowing free ingress to the property, or are otherwise decaying or dilapidated in appearance;
- 7)
  - a. For buildings or properties of any type of commercial or historic district zoning, and for any buildings that house or operate a business open to the public: weeds or grass of any height and density, including any growing in the sidewalk or path adjacent to the property, which are not specifically planted or cultivated for a positive visual effect, and which are visible from public streets, sidewalks, etc.
  - b. For dwellings: weeds or grass which exceed 6" in length, and any which grow in the public sidewalk adjacent to the property.

- 8) Any factors, including, but not limited to, clutter, debris, or junk, which create a fire hazard on the premise, or any conditions reflect a level of maintenance which is not in keeping with community standards;
- 9) Graffiti, which is clearly visible from public streets, sidewalks, etc.;
- 10) Excessive trash; rat infestations; overgrown, protruding, unkempt vegetation;
- 11) The property or premise is the subject of two or more complaints filed by citizens with the inspector, the police department, or the city clerk, that verifiably (as decided by the inspector) and rationally address some aspect of the property which is dangerous, derelict, or in disrepair, and impairs the safety, quality, and enjoyment of the surrounding area;
- 12) The property is a factor creating a substantial and unacceptable interference with the reasonable and lawful use and enjoyment of other space within the building or premises or within the neighborhood, as documented and reported to the City Manager through neighborhood complaints or police reports;
- 13) The extended vacancy, as defined by this ordinance, of a dwelling, multiple dwelling, commercial or retail property, or mixed commercial use property,
- 14) The building is condemned or posted as unsafe by a City official;
- 15) The property is in violation of any section of the City's Code or the current adopted International Existing Building Code.

b) Extended vacancy of a property or building, as described in 2)a)13, shall qualify as 60 days of vacancy or proper registration with the City of Trinidad. If any premise is vacant for more than 60 days without proper registration, it shall be classified as "Dilapidated" and shall be subject to enforcement under this ordinance.

c) The Administrative Hearing Officer (AHO) shall be designated by the City Manager, shall derive all authority from this ordinance, and shall see that properties cited and fined are fined only as is appropriate under this ordinance, and who shall issue fines for citations, maintain a fining schedule, and keep permanent record of all citations, fees, schedules, variances, and appeals. The AHO shall refer to the City Manager for all binding arrangements between owners of cited properties and the City of Trinidad.

d) The Inspector shall be designated by the City Manager, shall inspect and evaluate properties, and shall, in the case of violations, serve warnings and citations and tender written reports of all violations to the AHO.

e) Full responsibility for a property and its condition shall fall to any of the following persons, where applicable: the owner, whose name appears on the title to a property; the principal partner or managing partner in any business, LLC, or other incorporated entity which owns the property.

### 3) Enforcement

a) Any individual adversely affected by the dereliction, dilapidation, or disrepair of a property in the vicinity, may, at any time, file a complaint with the Inspector, the City Clerk, or the Police Department, and shall retain anonymity throughout any following proceedings.

b) The Inspector shall be relegated to inspecting buildings and properties from public streets, sidewalks, alleys, etc., unless they have been granted permission by the owner of the property to inspect other parts of the interior or exterior of the property. For buildings registered as vacant, the Inspector may inspect the entire property, as requested and scheduled with the owner. Any findings of the Inspector shall appear in the files of the AHO, and may apply to any section of the City Code or other relevant Local or State statutes and ordinances.

#### c) Notice and Order Procedure:

i) Any property in which exist the conditions to classify it as "Dilapidated" and the Inspector shall serve the owner Notice and Order by certified mail.

ii) The owner may, at this time, respond to Notice and Order by means of formal communication to the City Manager, or designee. Any agreement entered into between the owner of the property and the City of Trinidad regarding the remedy of said conditions shall be binding under law.

iii) Absent of a response by the owner as described in 3)c)ii above, on the 30<sup>th</sup> day after the first Notice and Order is served, the Inspector shall re-evaluate the property. If any conditions have not been remedied, the Inspector shall serve the owner Final Notice and Order by certified mail for said conditions.

iv) The owner may, at this time, respond to the Final Notice and Order by means of formal communication to the City Manager, or designee. Any agreement entered into between the owner of the property and the City of Trinidad regarding the remedy of said conditions shall be binding under law.

v) Absent of a response by the owner as described in 3)c)iv above, on the 30<sup>th</sup> day after the Final Notice and Order is served, the Inspector shall re-evaluate the property. If any conditions have not been remedied, the Inspector shall serve the owner a Citation, and on the 31<sup>st</sup> day after the Final Notice and Order is served, fines shall begin as provided by 3)d)i-ii.

vi) The following shall apply to cases where there is established an agreement between the City of Trinidad and the owner of a property: the Inspector shall re-evaluate the property on the date specified in said agreement. If any conditions have not been remedied, the Inspector shall serve the owner a Citation, and fines shall begin as provided by 3)d)i-ii. Fees

shall also be levied retroactively for any such conditions, from the time of the 61<sup>st</sup> day after the first Notice and Order is served to the time of the Inspection and Citation.

vii) Any condition listed under 2)a which comes to exist during the process of enforcement for other violations, shall be addressed anew, starting with the serving of Notice and Order.

d) Fees Levied in Citation:

i) The day following Citation for any property, the AHO shall assign and levy a fee of \$100 per day, per violation, which the property shall owe to the City of Trinidad.

ii) The fee shall be certified in 7 day increments, and shall be considered overdue if not fully paid within 14 days.

iii) At any point that the owner of the property has remedied a violation, they may submit evidence of such, and once it has been verified, fees associated with that violation shall cease to be levied.

iv) Unpaid or overdue fees shall constitute a debt in favor of the City of Trinidad and shall constitute a lien upon the property in question. Additionally, the City may bring civil action against the debtor in a court of competent jurisdiction to recover the debt from unpaid fees. The fees attached to title shall supersede all debts and obligations on title, as allowable under State law, and will be paid upon closing of sale.

v) At the sole discretion of the City Manager, or designee, certified fees may be waived, forgiven, or otherwise rebated.

vi) All monies collected in accordance with this Ordinance shall be deposited in the General Fund of the City of Trinidad.

e) Citations, fees, debts, liens, etc., shall be fixed to the property in question, and may be transferred, but not altered, in all forms of transaction.

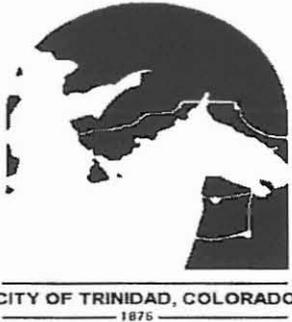
f) Any appeal of citation shall be delivered in writing or in person to the City Manager, or designee.

4) Severability

Should any part or piece of this ordinance be nullified, reversed, or found unconstitutional, the rest shall remain valid and in effect.

5) Date of Effectiveness

This ordinance shall be in force upon its adoption by the City Council of the City of Trinidad and thereafter.



## COUNCIL COMMUNICATION

3

**CITY COUNCIL MEETING:** September 08, 2015 Work Session  
**PREPARED BY:** Larry Lochard, Finance Director  
**PRESENTER:** Larry Lochard, Finance Director  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:**

**SUBJECT:** 2014 Audit Review

**RECOMMENDED CITY COUNCIL ACTION:** Information will be presented for Council review and to answer any questions

**SUMMARY STATEMENT:** 2014 Audit was favorable and improved over 2013 Audit

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Fulfillment of Statutory obligation of municipality to have an annual independent audit.

**ALTERNATIVE:** N/A

**BACKGROUND INFORMATION:** N/A

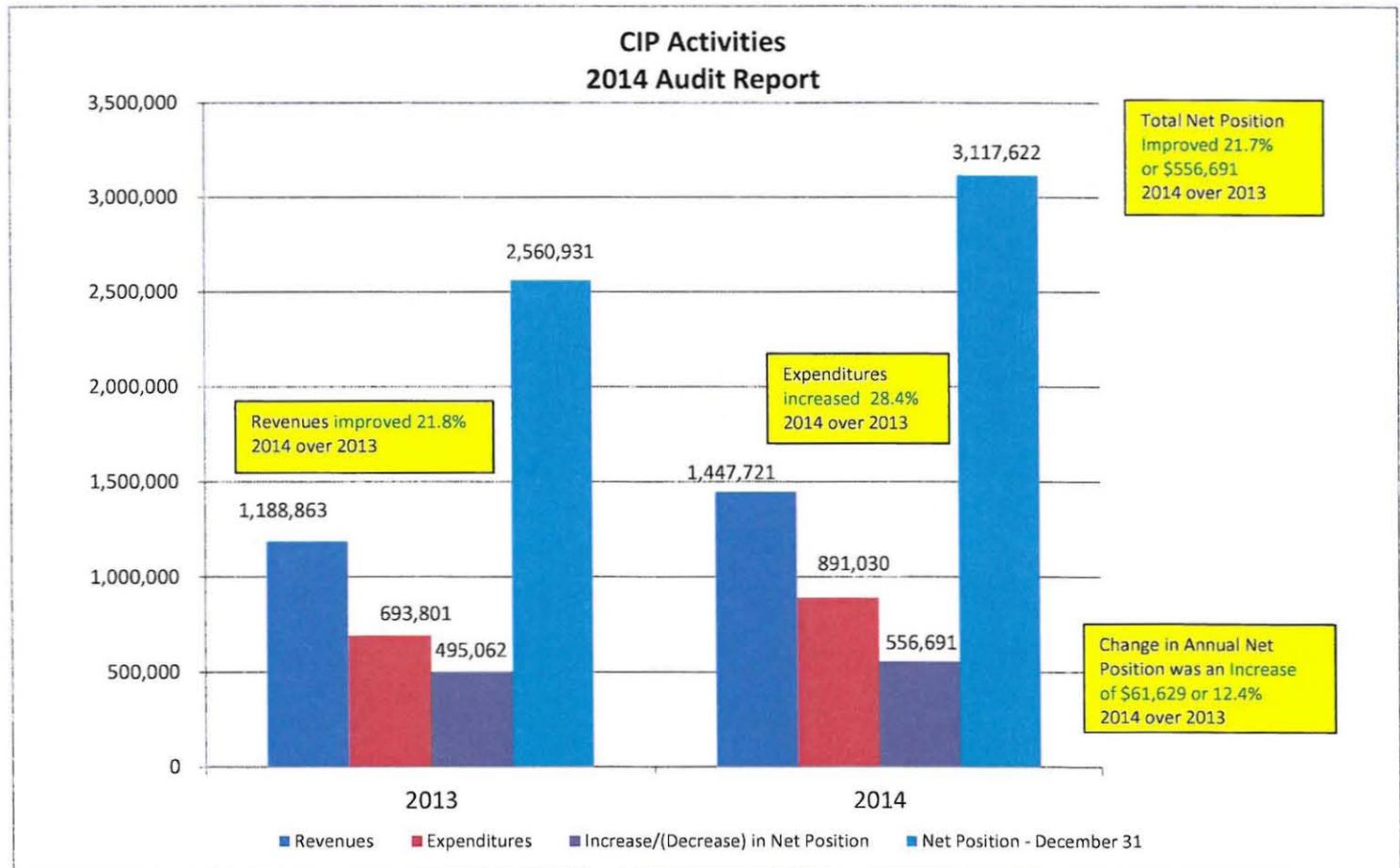
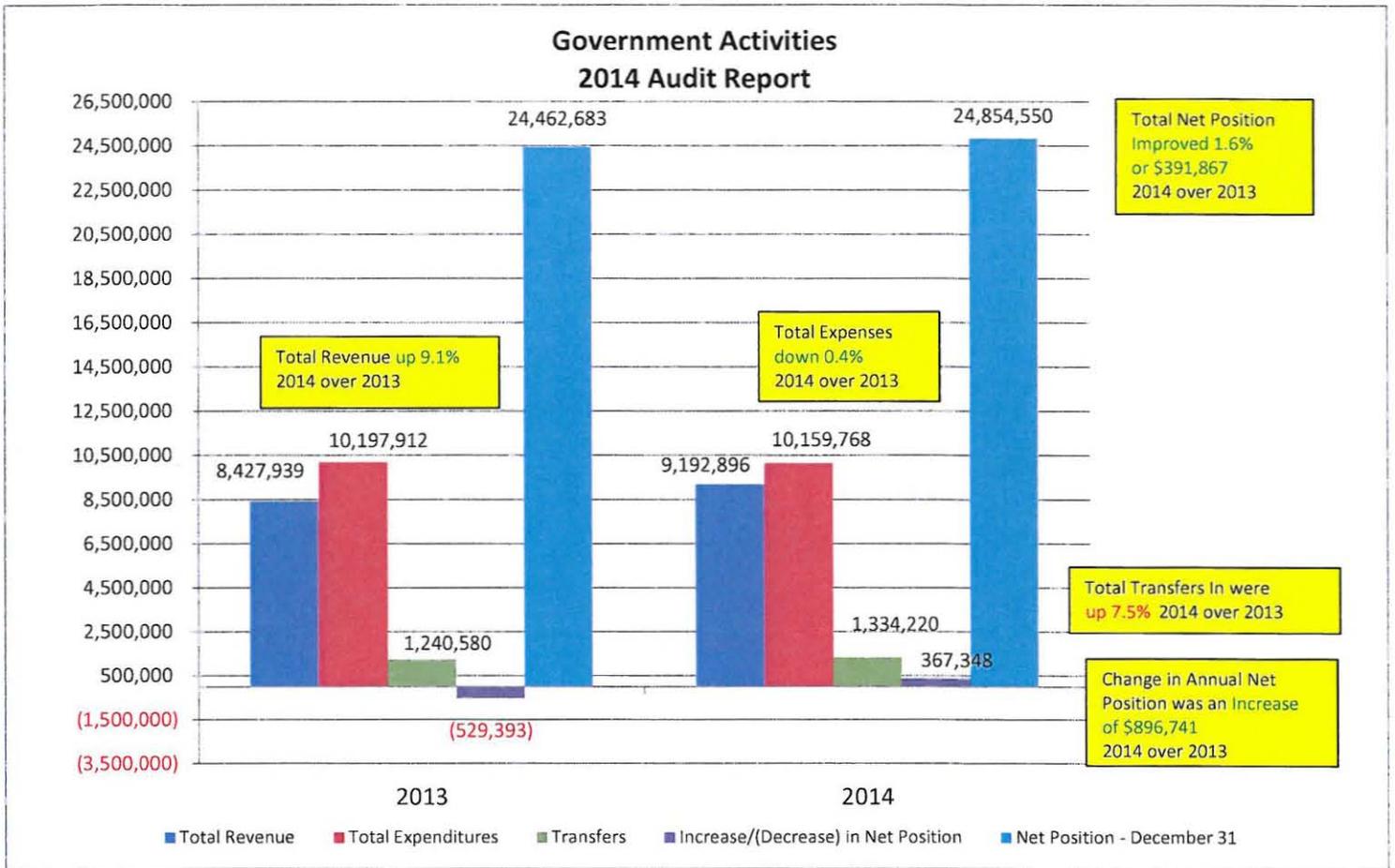
**CONTACT FOR INFORMATION:**

Larry Lochard, Finance Director  
719-846-9843, ext. 121

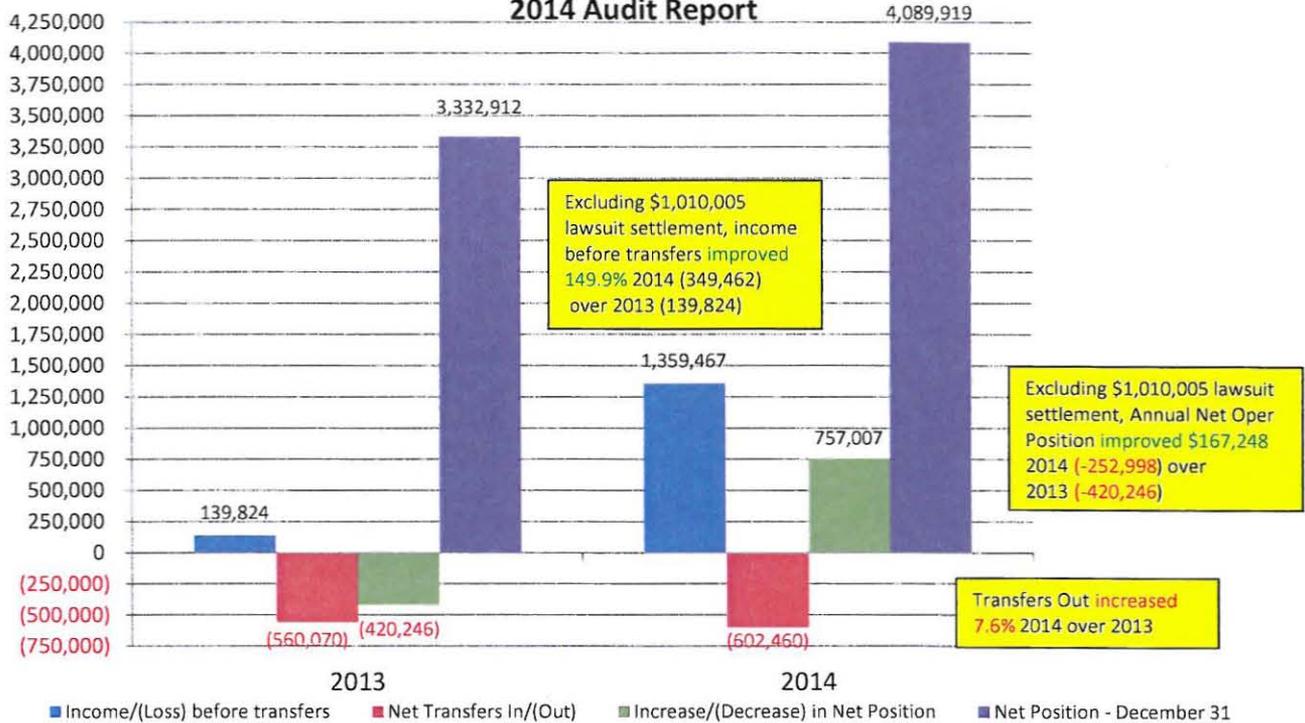
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	<u>2013</u>	<u>2014</u>		
<b>GOVERNMENT ACTIVITIES</b>				
Revenues				
Charges for Services	580,241	675,084		
Oper Cap Grants/Contributions	110,045	303,249		
Property Taxes	1,177,298	1,171,732		
Other Taxes	5,493,269	5,620,312		
Intergov Restricted	406,437	399,484		
Intergov Non-Restricted	349,631	392,551		
Other Revenue	288,979	609,842		
Investment Earnings	22,039	20,642		
Total Revenue	8,427,939	9,192,896	109.1%	
Expenditures				
General Government	2,325,802	2,496,357		
Public Safety	3,827,967	3,778,951		
Public Works	2,543,908	2,474,905		
Culture & Recreation	1,479,316	1,401,649		
Community Projects	16,764	4,893		
Interest on Long-Term Debt	4,155	3,013		
Total Expenditures	10,197,912	10,159,768	99.6%	
Revenues Over / (Under) Expenses	(1,769,973)	(966,872)	54.6%	
Transfers	1,240,580	1,334,220	107.5%	
Increase/(Decrease) in Net Position	(529,393)	367,348	896,741	net chg
Prior Period Adjustment	0	24,519		
Net Position - January 1	24,992,076	24,462,683		
Net Position - December 31	24,462,683	24,854,550	101.6%	
<b>POWER &amp; LIGHT</b>				
Operating Revenues	7,640,322	7,399,934	96.9%	
Operating Expenditures	7,522,204	7,063,911	93.9%	
Revenues Over / (Under) Expenses	118,118	336,023	284.5%	
Non-Oper Revenues/(Expenses)	21,706	1,023,444	4715.0%	1,010,005 Lawsuit settlement
Income/(Loss) before transfers	139,824	1,359,467	972.3%	
Net Transfers In/(Out)	(560,070)	(602,460)	107.6%	
Increase/(Decrease) in Net Position	(420,246)	757,007	1,177,253	net chg
Net Position - January 1	3,753,158	3,332,912		
Net Position - December 31	3,332,912	4,089,919	122.7%	
<b>WATER</b>				
Revenues	2,192,990	2,237,623	102.0%	
Operating Expenditures	1,853,707	1,997,115	107.7%	
Revenues Over / (Under) Expenses	339,283	240,508	70.9%	
Non-Oper Revenues/(Expenses)	589,262	53,659	9.1%	531,037 Grants
Income/(Loss) before transfers	928,545	294,167	31.7%	
Net Transfers In/(Out)	(713,444)	(522,714)	73.3%	
Increase/(Decrease) in Net Position	215,101	(228,547)	(443,648)	net chg
Net Position - January 1	19,333,843	19,548,944		
Net Position - December 31	19,548,944	19,320,397	98.8%	

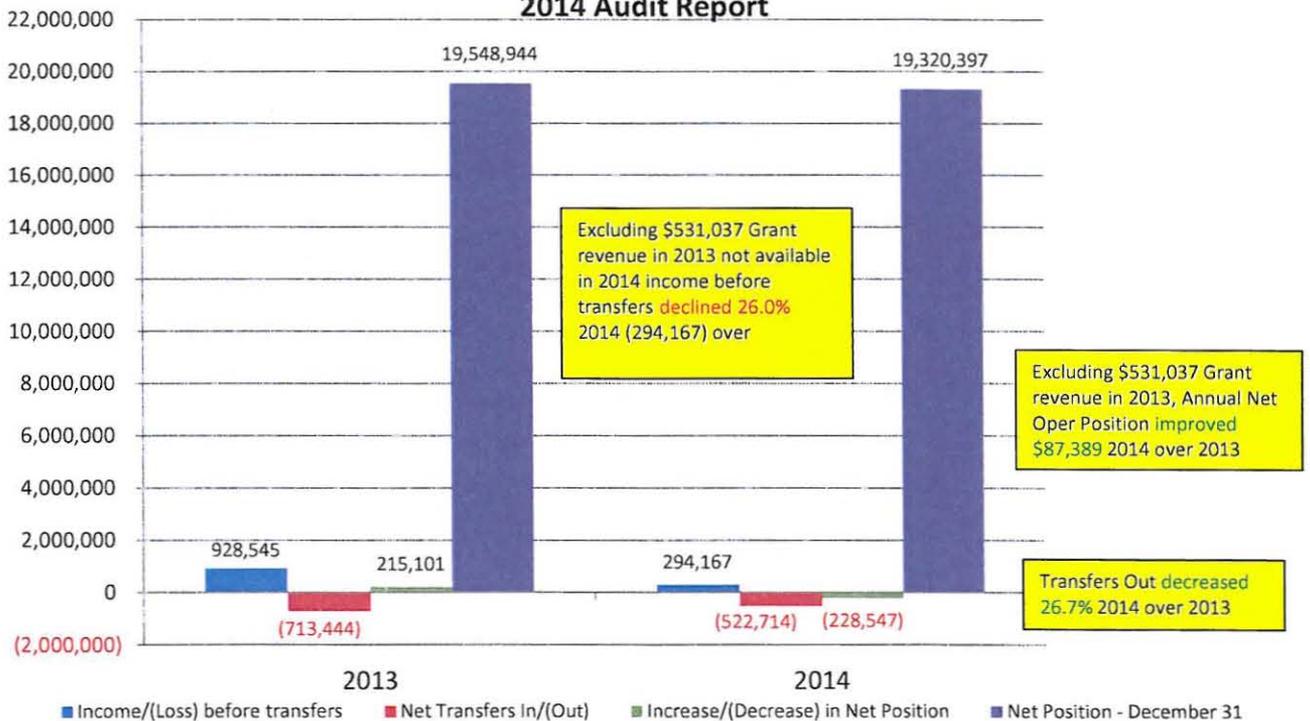
<u>GAS</u>	<u>2013</u>	<u>2014</u>		
Revenues	4,579,858	3,792,947	82.8%	
Expenditures	3,577,679	2,818,972	78.8%	
Revenues Over / (Under) Expenses	1,002,179	973,975		
Non-Oper Revenues/(Expenses)	12,695	12,993	102.3%	
Income/(Loss) before transfers	1,014,874	986,968	97.3%	
Net Transfers In/(Out)	(431,310)	(474,955)	110.1%	
Increase/(Decrease) in Net Position	583,564	512,013	(71,551)	net chg
Net Position - January 1	3,665,370	4,248,934		
Net Position - December 31	4,248,934	4,760,947	112.1%	
<u>SEWER</u>				
Revenues	1,289,346	1,456,104	112.9%	
Expenditures	1,390,238	1,367,824	98.4%	
Revenues Over / (Under) Expenses	(100,892)	88,280		
Non-Oper Revenues/(Expenses)	(94,252)	(94,452)	100.2%	(111,872) 2013
Income/(Loss) before transfers	(195,144)	(6,172)	3.2%	(98,431) 2014
Net Transfers In/(Out)	464,244	265,909	57.3%	
Increase/(Decrease) in Net Position	269,100	259,737	(9,363)	net chg
Net Position - January 1	4,688,644	4,957,744		
Net Position - December 31	4,957,744	5,217,481	105.2%	
<u>LOTTERY</u>				
Revenues	94,905	84,758	89.3%	
Expenditures	104,908	126,340	120.4%	
Revenues Over / (Under) Expenses	(10,003)	(41,582)		
Non-Oper Revenues/(Expenses)	0	0	#DIV/0!	
Income/(Loss) before transfers	(10,003)	(41,582)	415.7%	
Prior Period Adjustment	0	24,519	#DIV/0!	
Increase/(Decrease) in Net Position	(10,003)	(17,063)	(7,060)	net chg
Net Position - January 1	147,752	137,749		
Net Position - December 31	137,749	120,686	87.6%	
<u>TOURISM</u>				
Revenues	179,991	205,373	114.1%	
Expenditures	192,479	145,391	75.5%	
Revenues Over / (Under) Expenses	(12,488)	59,982		
Non-Oper Revenues/(Expenses)	0	0	#DIV/0!	
Income/(Loss) before transfers	(12,488)	59,982	-480.3%	
Net Transfers In/(Out)	0	0	#DIV/0!	
Increase/(Decrease) in Net Position	(12,488)	59,982	72,470	net chg
Net Position - January 1	50,709	38,221		
Net Position - December 31	38,221	98,203	256.9%	
<u>CAPITAL PROJECTS</u>				
Revenues	1,188,863	1,447,721	121.8%	
Expenditures	693,801	891,030	128.4%	
Revenues Over / (Under) Expenses	495,062	556,691		
Non-Oper Revenues/(Expenses)	0	0	#DIV/0!	
Income/(Loss) before transfers	495,062	556,691	112.4%	
Net Transfers In/(Out)	0	0	#DIV/0!	
Increase/(Decrease) in Net Position	495,062	556,691	61,629	net chg
Net Position - January 1	2,065,869	2,560,931		
Net Position - December 31	2,560,931	3,117,622	121.7%	

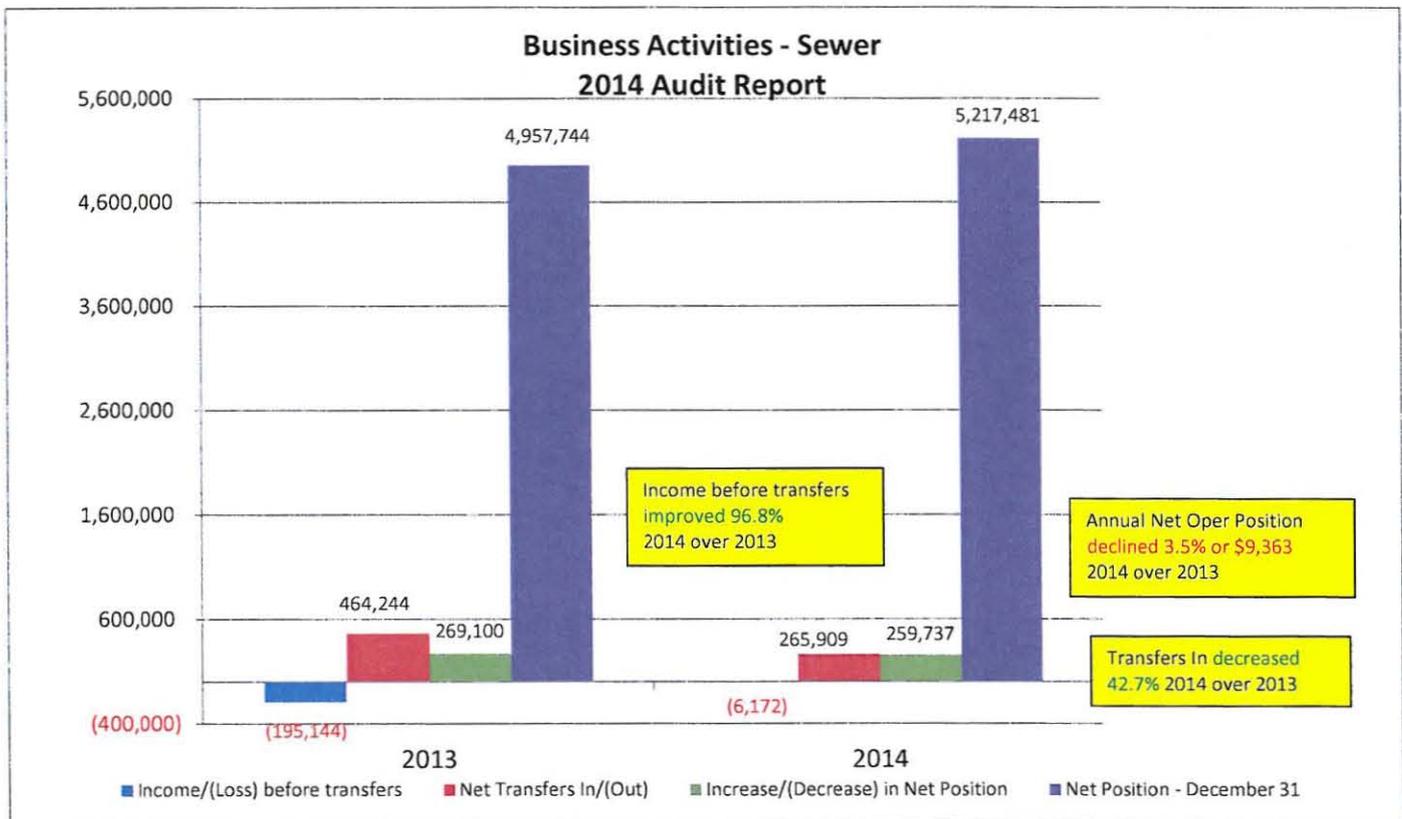
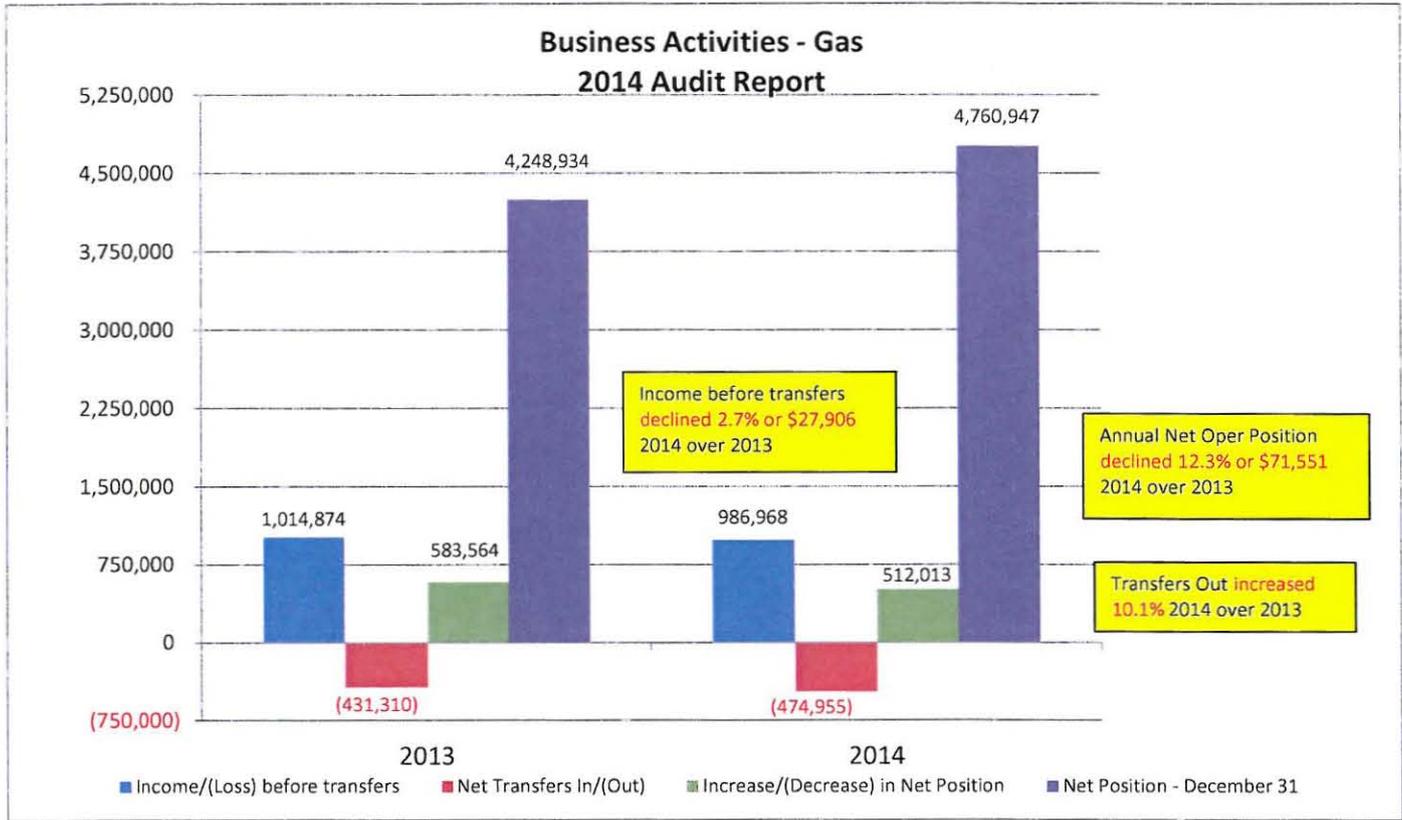


### Business Activities - P&L 2014 Audit Report

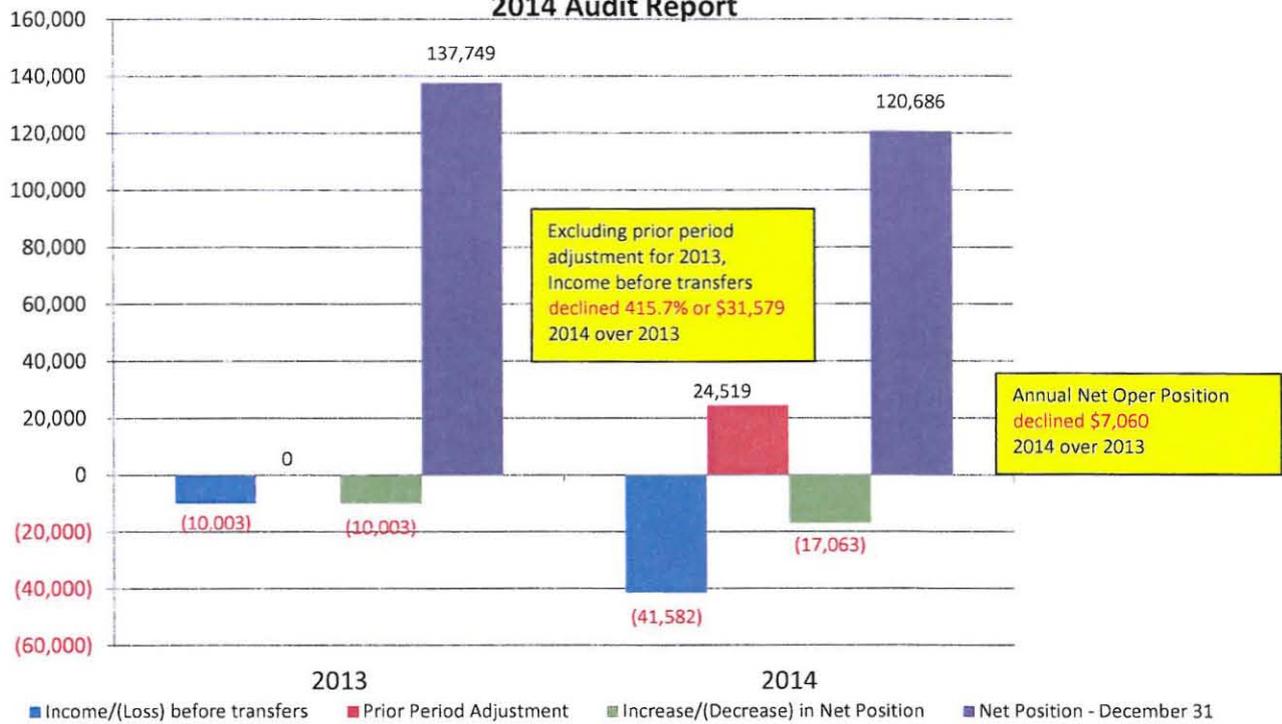


### Business Activities - Water 2014 Audit Report

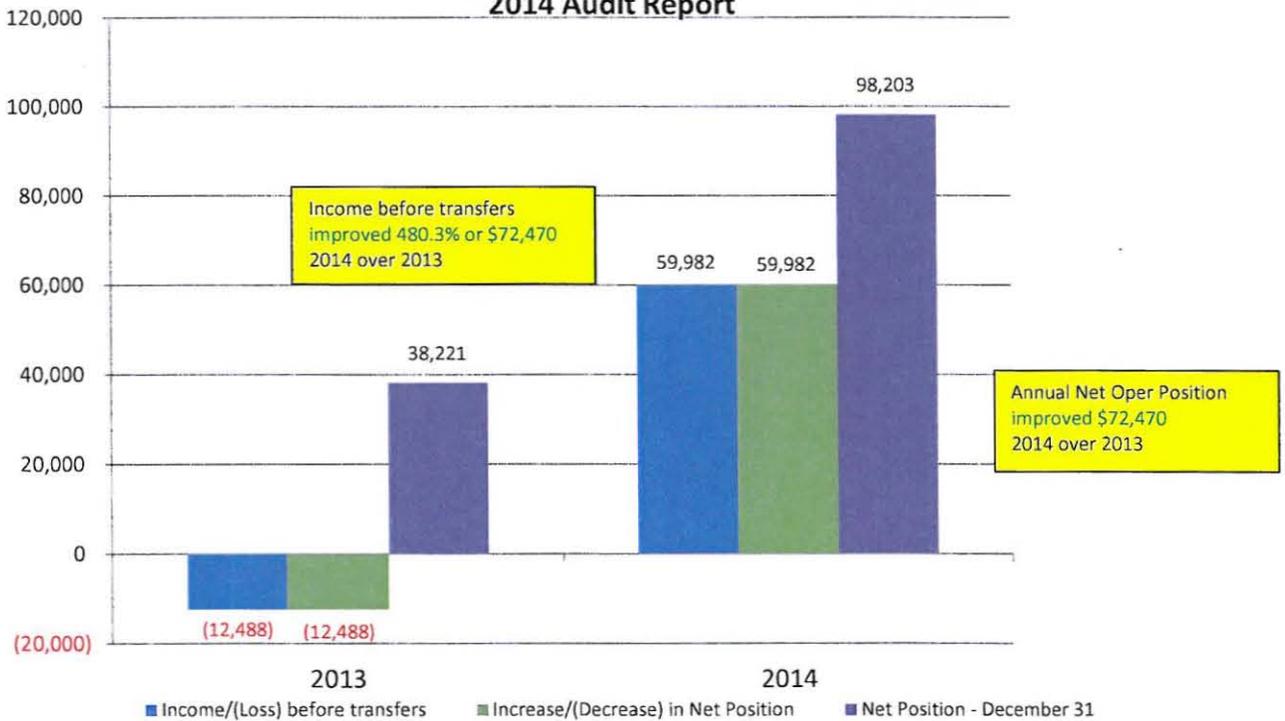




### Business Activities - Lottery 2014 Audit Report



### Business Activities - Tourism 2014 Audit Report





CITY OF TRINIDAD, COLORADO  
1876

# COUNCIL COMMUNICATION

4

**CITY COUNCIL MEETING:** September 8, 2015 Work Session  
**PREPARED BY:** Audra Garrett, Asst. City Mngr  
**PRESENTER:** Audra Garrett, Asst. City Mngr  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE:**

**SUBJECT:** 2016 Property/Casualty and Workers' Compensation Renewal quotes received from CIRSA

**PRESENTER:** Audra Garrett, Asst. City Manager

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

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

**EXPENDITURE REQUIRED:** Yes, \$637,183

**SOURCE OF FUNDS:** All Funds – 2016 Operating Budget

**POLICY ISSUE:** Insurance to meet the needs of the City

**ALTERNATIVE:** Seek other quotes

**BACKGROUND INFORMATION:**

- Quotes for the ensuing fiscal year are attached
- Experience rates of each member is used in determining premiums. For comparison, the following Impact of Loss Experience for the City was included in the premium calculations:

Comparison:	<u>2014</u>	<u>2015</u>	<u>2016</u>
Property/Casualty	\$25,900	\$94,075	\$55,877
Workers' Compensation	\$91,272	\$40,088	\$79,107

Comparison:	<u>2014</u>	<u>2015</u>	<u>2016</u>
Property/Casualty	\$298,663	\$337,525	\$360,424
Workers' Compensation	\$368,009	\$336,491	\$276,759

*Net Annual Decrease \$36,833*

**FOR INFORMATION CONTACT:** Audra Garrett, Asst. City Mngr  
719-846-9843 ext. 135

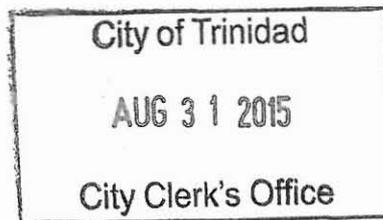
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Chris Krall | Executive Director

August 28, 2015

Audra Garrett, City Clerk  
City of Trinidad  
PO Box 880  
Trinidad, CO 81082



**RE: 2016 Workers' Compensation Preliminary Contribution Quotation**

Dear Audra:

Enclosed is the preliminary quotation for your 2016 contribution to the CIRSA Workers' Compensation Pool.

CIRSA has taken the following steps to lower our members' cost of risk for the 2016 Renewal:

- Loss control credits are again being provided to those members that actively work to control their losses and comply with the CIRSA Loss Control Standards. Over \$735,000 is being made available between both the Property/Casualty and Workers' Compensation Pools for 2016.
- CIRSA individually experience rates each member. The effect of your entity's individual experience is shown on the attached quotation as the "Impact of Loss Experience." If you have been successful at using loss control techniques to control your losses this line will be a credit.
- CIRSA continues to provide relevant and effective services and training. A list of all the services CIRSA provides is available upon request.

The enclosed quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2016, may increase or decrease based on such factors as the number of CIRSA members for 2016, actual excess insurance premiums and any changes made to your 2016 renewal application.

The quotation sheet provides information on your 2016 contribution, the amount of any available credits and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2016 CIRSA Workers' Compensation members is attached.

The acceptance form must be completed and returned to CIRSA by **Thursday, October 1, 2015**. When completing your form, please make sure to initial the deductible option you want for 2016. If you have any available credits, you must write in the amount that you wish to use in the appropriate section of the *Credit Options* table. Also, at the top of page 2 of 2, please indicate which payment option you would like for 2016.

*2016 Workers' Compensation Preliminary Contribution Quotation*

*August 28, 2015*

*Page 2*

Please note that if you have requested quotations for any of the Optional Coverage Programs including Occupational Accidental Death & Dismemberment Plan, Sports Accident Medical Plan, Community Service Workers' Accident Medical Plan or Volunteer Accident Medical Plan coverage, they are not included in this mailing. The carriers that provide coverage for each program are unable to provide quotes until later this year. Quotations are generally mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Marketing Manager, is available to offer any further explanation of your quote you may require. Courtney may be contacted via phone at (800) 228-7136 or via email at [Courtneyf@cirsa.org](mailto:Courtneyf@cirsa.org). We are also available to give presentations to your council or board of trustees upon request.

Thank you for your on-going support of CIRSA. We look forward to continuing our relationship with you in 2016.

Sincerely,



Chris Krall  
Executive Director

enc.

**CIRSA Workers' Compensation Pool  
Preliminary 2016 Contribution Quotation for:  
Trinidad**

*To Continue This Deductible/SCP  
Option for 2016 Initial Here:*

Current Deductible or SCP: 

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

*(or choose another option below)*

Contribution Before Reserve and Loss Experience: \$207,098  
Reserve Fund Contribution: \$0  
Impact of Loss Experience: \$79,107  
Total 2016 Preliminary Quotation Before Credits: **\$286,205**

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

	Credit WC Contribution	Deposit / Leave in Account	Send Check	Credit PC Contribution
2015 Loss Control (LC) Audit Credit:	(\$9,446)			
Balance Remaining from Prior Years' LC Credits:	\$0			

**Preliminary Quotation At Current Deductible**  
**With All Available Credits Applied: \$276,759**

Or, select a different deductible option:

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

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2016.

The Board has established two options for payment of your 2016 Workers' Compensation Pool billing for 2016.

**Please select one of the boxes below indicating how you would like to be billed:**

Annual billing on January 1, 2016       Quarterly billing on January 1, April 1, July 1 and October 1, 2016

This preliminary quotation includes all exposures reported on your entity's 2016 Workers' Compensation Renewal Application.

**The undersigned is authorized to accept this preliminary quotation on behalf of the City of Trinidad.**

*We accept this preliminary quotation for January 1, 2016 to January 1, 2017. We understand our final invoice may increase or decrease depending upon the number of Workers' Compensation members for 2016, actual excess insurance premiums, and any changes made to our 2016 renewal application.*

Signature: \_\_\_\_\_

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

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

**Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)**

**Both pages of this form must be returned by Thursday, October 1, 2015.** A mailed, faxed or e-mailed copy is acceptable. Please return to:

Amanda Rick, Underwriting Administrative Assistant  
3665 Cherry Creek North Drive  
Denver, CO 80209  
Fax: (303) 757-8950 or (800) 850-8950  
E-Mail: AmandaR@cirsa.org

## PROPOSED 2016 WORKERS' COMPENSATION COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Workers' Compensation members for the applicable coverage period of January 1, 2016 to January 1, 2017 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

### I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Workers' Compensation coverage
- B. Employer's Liability coverage

### II. PROPOSED CIRSA LOSS FUND, AGGREGATE LIMITS, RETENTIONS, EXCESS INSURERS/REINSURERS

For the coverages described in Section I, CIRSA is liable only for payment of the self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

The CIRSA loss fund is as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Workers' Compensation Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Chief Financial Officer.

CIRSA's proposed self-insured retention will be \$500,000 per claim/occurrence for all claims made by employees other than firefighters or police officers; \$750,000 for all claims made by firefighters or police officers except \$1,250,000 for all claims made by firefighters under HB 07-1008. Coverages in excess of the retention (to statutory limits for Workers' Compensation coverage, and to \$1,000,000/accident for Employer's Liability coverage) are provided by the excess insurers and/or reinsurers in the applicable excess and/or reinsurance policies, and are payable only by those excess insurers and/or reinsurers.

### III. 2016 PAYROLL AUDIT

The payroll information in your 2016 renewal application is based on your estimated payroll for 2016. We will ask you to provide your actual 2016 payroll in January 2017, and your 2016 contribution will be adjusted to reflect the actual payroll amounts.

## EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

### LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2015, and renew their membership in 2016, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2016 and would like to receive one in future years, please contact your Loss Control Representative.

### LOSS CONTROL ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2016 contributions. Your entity's balance in this account on August 20, 2015, if any, is shown on the quote letter.

### ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2016, and return it to the CIRSA office *on or before Thursday, October 1, 2015*. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

### WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Thursday, October 1, 2015, for a withdrawal without penalty effective January 1, 2016.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

**WITHDRAWAL NOTICE**

**MUST BE RECEIVED AT THE CIRSA OFFICE  
ON OR BEFORE THURSDAY, OCTOBER 1, 2016**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2016. Under CIRSA Bylaws, this form must be received by CIRSA *no later than Thursday, October 1, 2015*, for a withdrawal without penalty effective January 1, 2016.

\*\*\*\*\*

**NOTICE OF WITHDRAWAL FROM CIRSA**

This is to notify the CIRSA Board of Directors that the City of Trinidad is withdrawing from CIRSA for purposes of Workers' Compensation coverage effective January 1, 2016. We understand the City of Trinidad remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the City of Trinidad.

**Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)**

Signature: \_\_\_\_\_

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

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

## ARTICLE XIV

### Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than a January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quote of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quote is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

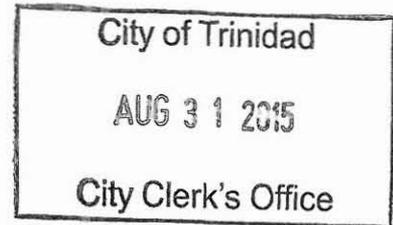
(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



Chris Krall | Executive Director

August 28, 2015

Audra Garrett, City Clerk  
City of Trinidad  
PO Box 880  
Trinidad, CO 81082



**RE: 2016 Property/Casualty Preliminary Contribution Quotation**

Dear Audra:

Enclosed is the preliminary quotation for your 2016 contribution to the CIRSA Property/Casualty Pool.

We are pleased to announce that effective January 1, 2016, the General Liability, Law Enforcement Liability and Public Officials Liability limits are increasing from the current \$5,000,000 each claim limit to \$10,000,000 each claim limit.

CIRSA has taken the following steps to lower our members' cost of risk for the 2016 Renewal:

- Loss control credits are again being provided to those members that actively work to control their losses and comply with the CIRSA Loss Control Standards. Over \$735,000 is being made available between both the Property/Casualty and Workers' Compensation Pools for 2016.
- CIRSA individually experience rates each member. The effect of your entity's individual experience is shown on the attached quotation as the "Impact of Loss Experience." If you have been successful at using loss control techniques to control your losses this line will be a credit.
- CIRSA continues to provide relevant and effective services and training. A list of all the services CIRSA provides is available upon request.

The enclosed quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2016, may increase or decrease based on such factors as the number of CIRSA members for 2016, actual excess insurance premiums and any changes made to your 2016 renewal application.

The quotation sheet provides information on your 2016 contribution, the amount of any available credits and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2016 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Thursday, October 1, 2015**. When completing your form, please make sure to initial the deductible option you want for 2016. If you have any available credits, you must write in the amount that you wish to use in the appropriate section of the *Credit Options* table. Also, at the top of page 2 of 2, please indicate which payment option you would like for 2016.

*2016 Property/Casualty Preliminary Contribution Quotation*  
*August 28, 2015*  
*Page 2*

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan or Volunteer Accident Medical Plan coverage, they are not included in this mailing. The carriers that provide coverage for each program are unable to provide quotes until later this year. Quotations are generally mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Marketing Manager, is available to offer any further explanation of your quote you may require. Courtney may be contacted via phone at (800) 228-7136 or via email at [Courtneyf@cirsa.org](mailto:Courtneyf@cirsa.org). We are also available to give presentations to your council or board of trustees upon request.

Thank you for your on-going support of CIRSA. We look forward to continuing our relationship with you in 2016.

Sincerely,



Chris Krall  
Executive Director

enc.

**CIRSA Property/Casualty Pool**  
**Preliminary 2016 Contribution Quotation for:**  
**Trinidad**

Current Deductibles:

Liability *	Auto Liability	Auto Physical Damage	Property **	To Continue with This Deductible Option for 2016 Initial Here:
\$1,000	\$1,000	\$1,000	\$1,000	

*(or choose another option below)*

Contribution Before Reserve and Loss Experience: \$312,949  
Reserve Fund Contribution: \$0  
Impact of Loss Experience: \$55,877  
Total 2016 Preliminary Quotation Before Credits: \$368,826

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

	Credit PC Contribution	Deposit / Leave in Account	Send Check	Credit WC Contribution
2015 Loss Control Audit Credit:	(\$8,402)			
Balance Remaining from Prior Years' LC Credits:	\$0			

**Preliminary Quotation at Current Deductible**  
**With All Available Credits Applied: \$360,424**

Or, select a different deductible option:

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

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2016.

The Board has established two options for payment of your 2016 Property/Casualty Pool billing for 2016.

**Please select one of the boxes below indicating how you would like to be billed:**

**Annual billing on January 1, 2016**       **Quarterly billing on January 1, April 1, July 1 and October 1, 2016**

This preliminary quotation includes all exposures reported on your entity's 2016 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 20, 2015.

\* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

\*\* Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2016 Property/Casualty Renewal Application, the City of Trinidad has elected not to participate in Uninsured/Underinsured Motorist Coverage.

\*\*\* Indicates the selection is a change from your entity's selection in 2015.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

**The undersigned is authorized to accept this preliminary quotation on behalf of the City of Trinidad.**

*We accept this preliminary quotation for January 1, 2016 to January 1, 2017. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2016, actual excess insurance premiums, and any changes made to our 2016 renewal application.*

Signature: \_\_\_\_\_

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

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

**Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)**

**Both pages of this form must be returned by Thursday, October 1, 2015.** A mailed, faxed or e-mailed copy is acceptable. Please return to:

Amanda Rick, Underwriting Administrative Assistant  
3665 Cherry Creek North Drive  
Denver, CO 80209  
Fax: (303) 757-8950 or (800) 850-8950  
E-Mail: AmandaR@cirsa.org

## **PROPOSED 2016 PROPERTY/CASUALTY COVERAGES**

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2016 to January 1, 2017 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

### **I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):**

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
  - 1. General liability
  - 2. Automobile liability
  - 3. Law enforcement liability
  - 4. Public officials errors and omissions liability
  - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

### **II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:**

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

#### **A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:**

- 1. \$500,000 per claim/occurrence property
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

#### **B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:**

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from the Chief Financial Officer.

*Proposed Coverages (continued)*

**C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:**

1. Excess property: to \$500.5 million each claim/occurrence
2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
3. Excess crime (optional): to \$5 million per claim/occurrence

**D. MEMBER DEDUCTIBLES:**

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

## EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

### LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2015, and renew their membership in 2016, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2016 and would like to receive one in future years, please contact your Loss Control Representative.

### LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2016 contributions. Your entity's balance in this account on August 20, 2015, if any, is shown on the quote letter.

### ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2016, and return it to the CIRSA office *on or before Thursday, October 1, 2015*. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

### WITHDRAWAL PROCEDURES (*if applicable*)

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Thursday, October 1, 2015, for a withdrawal without penalty effective January 1, 2016.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

**WITHDRAWAL NOTICE**

**MUST BE RECEIVED AT THE CIRSA OFFICE  
ON OR BEFORE WEDNESDAY, OCTOBER 1, 2015**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2016. Under CIRSA Bylaws, this form must be received by CIRSA *no later than Thursday, October 1, 2015*, for withdrawal without penalty effective January 1, 2016.

\*\*\*\*\*

**NOTICE OF WITHDRAWAL FROM CIRSA**

This is to notify the CIRSA Board of Directors that the City of Trinidad is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2016. We understand the City of Trinidad remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the City of Trinidad.

**Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)**

Signature: \_\_\_\_\_

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

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

## ARTICLE XIV

### Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



## COUNCIL COMMUNICATION

5

**CITY COUNCIL MEETING:** September 8<sup>th</sup>, 2015  
**PREPARED BY:** Mallory Pillard, Library Director  
**PRESENTER:** Mallory Pillard, Library Director  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:** 

**SUBJECT:** Outdoor Movie Series, "Cinema Under the Stars"

**RECOMMENDED CITY COUNCIL ACTION:** Review the documents

**SUMMARY STATEMENT:** Community engagement, free program

**EXPENDITURE REQUIRED:** Not at this time

**SOURCE OF FUNDS:** CIP Fund

**POLICY ISSUE:** N/A

**ALTERNATIVE:**

**BACKGROUND INFORMATION:** In an attempt to engage the community in fun, free, family activities, the City of Trinidad will be hosting "Cinema Under the Stars," an outdoor movie series at Cimino Park. A license to show movies has been acquired through "Swank Motion Pictures," and the movies selected will be family friendly. We hope to continue the series monthly during summer, 2016.

**CONTACT FOR INFORMATION:**

Mallory Pillard- 846-6841  
mallory.pillard@trinidad.co.gov

Marty Velasquez- 846-4454  
marty.velasquez@trinidad.co.gov

5

*The City of Trinidad presents...*

# **Cinema Under the Stars**

*This month's feature...*

**Alexander and the Terrible, Horrible, No Good, Very Bad Day**

Rated: PG

Runtime: 81min

Release Date: 2014

*where:* **Cimino Park**

*when:* **Saturday, Sept. 19th—  
7:30pm**

*cost:* **FREE!**

**Bring your lawn chairs and join us for a  
FREE family movie and popcorn!**



## COUNCIL COMMUNICATION

6

**CITY COUNCIL MEETING:** September 8, 2015 Work Session  
**PREPARED BY:** Anna Mitchell, Asst. to the City Manager  
**PRESENTER:** Anna Mitchell, Asst. to the City Manager  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:**

*Anna Mitchell*  
*Wudra Garrett*

**SUBJECT:** Consideration of the amendment of Chapter 12, Municipal Utilities, Article 1, Utility Service and Billing, Section 12-1, Initiation of utility service and Section 12-4(1)(a), Notice of discontinuance.

**RECOMMENDED CITY COUNCIL ACTION:** Review the provided amendments and forward to the next regular meeting for first reading.

**SUMMARY STATEMENT:** These amendments update the current utility policy to improve the process and experience for the citizens of the City of Trinidad as well as detail the discontinuance process.

**EXPENDITURE REQUIRED:** none

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** N/A

**ALTERNATIVE:** Suggest alternative language

**BACKGROUND INFORMATION:**

- Currently, there are several unnecessary hoops that a citizen would have to go through to receive utility service which include the requirement of physical appearance to complete the utility application, providing a lease upon application, and paying a deposit even if in good standing when moving from one house to another within Trinidad.
- The process for discontinuance notifications is currently not specified enough in the ordinance to allow for timely response to payment or to utility turn offs.

**CONTACT FOR INFORMATION:** Anna Mitchell, Asst. to the City Manager  
719-846-9843, ext. 133

6

**CHAPTER 12. MUNICIPAL UTILITIES.**  
**ARTICLE 1. UTILITY SERVICE AND BILLING.**

**Section 12-1. Initiation of utility service.**

(1) Application for utility service.

(a) All applications for electrical, natural gas, sewer, and/or water service from the City shall be made in writing to the Finance and Accounting Department prior to the provision of utility service to the applicant(s). If convenient, each applicant shall apply in person. The application for utility service shall generally conform to Form No. 1 attached to this Section 12-1 and shall indicate the type(s) of service requested, the date on which service connection is desired, and any other information required by the City. The City shall require each applicant to provide some form of identification. The application itself shall in no way obligate the City to provide utility service to the applicant(s).

(b) Applications for utility service shall meet the following signature requirements:

(i) The application must be signed by adults over eighteen (18) that reside at the premises for which utility service is requested.

(ii) If the applicant is the owner of rental property, the application must be signed by all owners of record of such property.

(iii) If the premises for which utility service is requested are to be used for commercial rather than residential purposes, the application or applications must either be signed by all of the tenants of such location, or by all of the owners of record.

(iv) If the applicant is a corporation, the application must be signed by a person duly authorized to act on behalf of the corporation.

(v) If the applicant is a partnership, the application must be signed by all partners.

(c) For large commercial and industrial applicants, a special written agreement may be required in addition to the application for utility service.

(d) An application for utility service shall not be approved if the applicant is delinquent in the payment of any utility bills to the City at the time of application.

(e) Delinquency in payment for utility service rendered to a previous occupant of the premises to be served, and unpaid charges for services or facilities not ordered by the present or prospective customer, shall not constitute a sufficient cause for refusal of services to an applicant; provided, however, the City may decline to provide utility service at the same premises for the use of a delinquent customer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given

location in the name of another party by an applicant whose account is delinquent and who continues to reside at the premises.

(f) An application for utility service at premises not currently connected to the City's distribution system, or a request for an increase in utility service at premises currently connected to the City's distribution system, shall be considered an extension of the City's distribution system and shall be subject to the terms and conditions of any applicable extension policy adopted by the City.

(2) Utility service deposits.

- (a) Every application for utility service shall be accompanied by a deposit to serve as a guaranty of future payment as set forth by the Finance and Accounting Department and approved by the City Manager.
- (b) The City may, at any time, require any utility customer to pay a deposit if the customer has received one (1) or more discontinuance notifications and the customer's account has become delinquent. The amount of the deposit should be equal to two (2) times the average monthly utility bill.
- (c) An applicant who has, at any time, previously had utility service from the City discontinued for non-payment shall be required to make a deposit equal to twice the normal deposit, as set forth by the Finance and Accounting Department and approved by the City Manager, or equal to two times the average monthly bill for those utility services which are requested, whichever is greater.
- (d) Monies collected as utility service deposits shall be placed in a trust fund to be used for the sole purpose of guaranteeing any unpaid utility bills when utility service is disconnected. When utility service is terminated, any remaining deposits shall first be applied to any outstanding utility bill owed by the customer. If such outstanding bills are satisfied, the remaining deposit, if any, shall be refunded to the customer.
- (e) Any customer of the City's electrical, natural gas, sewer, and/or water service who has maintained an active service account in good standing for such utility service(s) for a continuous period of eighteen (18) months shall have the deposit for each type of utility service refunded in the form of a credit applied against the customer's utility account during the billing cycle immediately following the completion of the eighteen (18) month period. A customer's utility account shall be considered in good standing if the customer has not had utility service disconnected for non-payment or is not currently delinquent.
- (f) In the event that any customer receiving a deposit credit pursuant to Section 12-1(2)(e) subsequently terminates any utility service, and later re-establishes that utility account for electrical, natural gas, sewer and/or water service, the customer shall not be subject to the applicable utility service deposit(s) payable at the re-establishment of such utility service.

- (g) In the event that any customer receiving a deposit credit pursuant to Section 12-1(2)(e) terminates any utility service, and later re-establishes that utility account but has not had an active utility account for a long period of time, it is necessary to re-establish good standing and the customer shall be subject to the applicable utility service deposit(s) payable at the re-establishment of such utility service.

(3) Notification to the City. Any customer starting the use of service without first notifying the City and enabling the City to read the meter will be held responsible for any amount due for service to the premises from the time of the last reading of the meter, as shown by the City's records.

#### **Section 12-4. Discontinuance of utility service.**

(1) Notice of discontinuance.

- (a) If any bill for utility services remains unpaid for more than thirty (30) days following the payment due date of the bill, utility service may be disconnected with appropriate notification. The City shall not discontinue the utility service of any customer for violation of any rule of the City and/or for nonpayment of any amount due for utility service except upon written notice mailed by first class mail to the last known address of the customer, or delivered to the customer, at least thirty (30) days after the issued unpaid bill and at least fifteen (15) days in advance of the proposed discontinuance date, advising the customer as to what rule has been violated and/or the amount past due and the date by which the same shall be paid in order to avoid discontinuance. In the event the customer has previously executed a third-party notification form indicating a third party to whom notices of discontinuance are to be sent, written notice also shall be mailed by first class mail or delivered at least fifteen (15) days in advance of the proposed discontinuance date to said third party. The notice of discontinuance shall be conspicuous in nature and in easily understood language. The heading of the notice of discontinuance shall be in block capital letters. The heading shall contain, at a minimum, the following warning:

**THIS IS A FINAL NOTICE OF DISCONTINUANCE OF UTILITY SERVICE  
AND CONTAINS IMPORTANT INFORMATION INVOLVING YOUR LEGAL  
RIGHTS AND REMEDIES.**

The heading shall also contain the same warning in Spanish (below), with an additional sentence at the end of the warning stating in Spanish that, if the customer is unable to read the notice, the customer should seek assistance with translation:

**ESTE ES UN AVISO DE DISCONTINUAR SUS SERVICIOS DE UTILIDADES Y  
CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS Y  
RECURSOS LEGALES. SI NO SE PUEDE LEER ESTE AVISO EN INGLÉS, ES  
NECESARIO QUE ALGUIEN LO TRADUZCA.**

**CHAPTER 12. MUNICIPAL UTILITIES.  
ARTICLE 1. UTILITY SERVICE AND BILLING.**

**Section 12-1. Initiation of utility service.**

(1) Application for utility service.

(a) All applications for electrical, natural gas, sewer, and/or water service from the City shall be made in writing to the Finance and Accounting Department prior to the provision of utility service to the applicant(s). ~~When possible~~ If convenient, each applicant shall apply in person. The application for utility service shall generally conform to Form No. 1 attached to this Section 12-1 and shall indicate the type(s) of service requested, the date on which service connection is desired, and any other information required by the City. The City shall require each applicant to provide some form of identification. The application itself shall in no way obligate the City to provide utility service to the applicant(s).

(b) Applications for utility service shall meet the following signature requirements:

(i) ~~The application must be signed by both husband and wife, if the applicant is married and both individuals~~ all adults over eighteen (18) that reside at the premises for which utility service is requested.

~~(ii) The application must be signed by at least two adult residents where two or more adult residents reside at the same premises for which utility service is requested, none of whom are married to any other resident residing at such premises.~~

(ii) If the applicant is the owner of rental property, the application must be signed by all owners of record of such property.

~~(iv) One signature shall be sufficient if the applicant is the only adult residing at, or the only owner of record at, the location for which utility service is requested.~~

(iii) If the premises for which utility service is requested are to be used for commercial rather than residential purposes, the application or applications must either be signed by all of the tenants of such location, or by all of the owners of record.

(iv) If the applicant is a corporation, the application must be signed by a person duly authorized to act on behalf of the corporation.

(v) If the applicant is a partnership, the application must be signed by all partners.

(c) For large commercial and industrial applicants, a special written agreement may be required in addition to the application for utility service.

(d) An application for utility service shall not be approved if the applicant is delinquent in the payment of any utility bills to the City at the time of application.

(e) Delinquency in payment for utility service rendered to a previous occupant of the premises to be served, and unpaid charges for services or facilities not ordered by the present or prospective customer, shall not constitute a sufficient cause for refusal of services to an applicant; provided, however, the City may decline to provide utility service at the same premises for the use of a delinquent customer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by an applicant whose account is delinquent and who continues to reside at the premises.

(f) An application for utility service at premises not currently connected to the City's distribution system, or a request for an increase in utility service at premises currently connected to the City's distribution system, shall be considered an extension of the City's distribution system and shall be subject to the terms and conditions of any applicable extension policy adopted by the City.

(2) Utility service deposits.

(a) Every application for utility service shall be accompanied by a cash deposit to serve as a guaranty of future payment as set forth ~~by Rules and Regulations promulgated by the~~ Finance and Accounting Department and approved by the City Manager.

(b) The City may, at any time, require any utility customer to pay a deposit if the customer has received one (1) or more discontinuance notifications and the customer's account has become delinquent. The amount of the deposit should be equal to two (2) times the average monthly utility bill.

(c) An applicant who has, at any time, previously had utility service from the City discontinued for non-payment shall be required to make a ~~cash~~ deposit equal to twice the normal ~~cash~~ deposit, as set forth by the ~~Rules and Regulations promulgated by the~~ Finance and Accounting Department and approved by the City Manager, or equal to two times the average monthly bill for those utility services which are requested, whichever is greater.

(d) Monies collected as utility service deposits shall be placed in a trust fund to be used for the sole purpose of guaranteeing any unpaid utility bills when utility service is disconnected. When utility service is terminated, any remaining deposits shall first be applied to any outstanding utility bill owed by the customer. If such outstanding bills are satisfied, the remaining deposit, if any, shall be refunded to the customer.

(e) Any customer of the City's electrical, natural gas, sewer, and/or water service who has maintained an active service account in good standing for such utility service(s) for a continuous period of ~~five (5) years~~ eighteen (18) months shall have the ~~cash~~ deposit for each type of utility service refunded in the form of a credit applied against the customer's utility account during the billing cycle immediately following the completion of the ~~five (5) year~~ eighteen (18) month period. A customer's utility

account shall be considered in good standing if the customer has not had utility service disconnected for non-payment or is not currently delinquent.

(f) In the event that any customer receiving a deposit credit pursuant to Section 12-1(2)(e) subsequently terminates any utility service, and later re-establishes that utility account for electrical, natural gas, sewer and/or water service, the customer shall not be subject to the applicable utility service deposit(s) payable at the re-establishment of such utility service.

(g) In the event that any customer receiving a deposit credit pursuant to Section 12-1(2)(e) terminates any utility service, and later re-establishes that utility account but has not had an active utility account for a long enough period of time to not be within the billing system, it is necessary to re-establish good standing and the customer shall be subject to the applicable utility service deposit(s) payable at the re-establishment of such utility service.

(3) Notification to the City. Any customer starting the use of service without first notifying the City and enabling the City to read the meter will be held responsible for any amount due for service to the premises from the time of the last reading of the meter, as shown by the City's records.

#### **Section 12-4. Discontinuance of utility service.**

(1) Notice of discontinuance.

(a) If any bill for utility services remains unpaid for more than thirty (30) days following the payment due date of the bill, utility service may be disconnected with appropriate notification. The City shall not discontinue the utility service of any customer for violation of any rule of the City and/or for nonpayment of any amount due for utility service except upon written notice mailed by first class mail to the last known address of the customer, or delivered to the customer, at least thirty (30) days after the issued unpaid bill and at least fifteen (15) days in advance of the proposed discontinuance date, advising the customer as to what rule has been violated and/or the amount past due and the date by which the same shall be paid in order to avoid discontinuance. In the event the customer has previously executed a third-party notification form indicating a third party to whom notices of discontinuance are to be sent, written notice also shall be mailed by first class mail or delivered at least fifteen (15) days in advance of the proposed discontinuance date to said third party. The notice of discontinuance shall be conspicuous in nature and in easily understood language. The heading of the notice of discontinuance shall be in block capital letters. The heading shall contain, at a minimum, the following warning:

THIS IS A FINAL NOTICE OF DISCONTINUANCE OF UTILITY SERVICE  
AND CONTAINS IMPORTANT INFORMATION INVOLVING YOUR LEGAL  
RIGHTS AND REMEDIES.

The heading shall also contain the same warning in Spanish (below), with an additional sentence at the end of the warning stating in Spanish that, if the customer is unable to read the notice, the customer should seek assistance with translation:

~~ESTA ES UNA NOTICIA DE DISCONTINUAR FINAL ACERCA SU SERVICIO UTILIDAD Y CONTIENE INFORMATION IMPORTANTE ENVOLVIENDO SUS DERECHOS LEGALES Y SUS REMEDIOS. SI NO PUEDEN LEER ESTA NOTICIA, NECESITAN QUE ALGUIEN LA TRADUZCA.~~

ESTE ES UN AVISO DE DISCONTINUAR SUS SERVICIOS DE UTILIDADES Y CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS Y RECURSOS LEGALES. SI NO SE PUEDE LEER ESTE AVISO EN INGLÉS, ES NECESARIO QUE ALGUIEN LO TRADUZCA.



## COUNCIL COMMUNICATION

7

**CITY COUNCIL MEETING:** September 8, 2015 Work Session  
**PREPARED BY:** Anna Mitchell, Asst. to the City Manager  
**PRESENTER:** Anna Mitchell, Asst. to the City Manager  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:**

*Anna Mitchell*  
*Audra Garrett*

**SUBJECT:** Consideration of the amendment of Chapter 4, Animals, Article 3, Dogs and Cats, Section 4-18, Dogs running at large and the repeal of Section 4-19, Obedience Command.

**RECOMMENDED CITY COUNCIL ACTION:** Review the suggested changes and forward to the next regular meeting for first reading.

**SUMMARY STATEMENT:** The amendments and repeal of these items will now require citizens to have their dogs on a leash at all times when on public property.

**EXPENDITURE REQUIRED:** none

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** N/A

**ALTERNATIVE:** Suggest alternative language

**BACKGROUND INFORMATION:**

- With the Obedience Command in effect, dog owners are allowed to claim that they are able to keep their dog under voice command, not requiring a leash which puts other dogs and dog owners in possible harm's way.

**CONTACT FOR INFORMATION:** Anna Mitchell, Asst. to the City Manager  
719-846-9843, ext. 133

7

**CHAPTER 4. ANIMALS**  
**ARTICLE 3. DOGS AND CATS**

**Section 4-18. Dogs running at large.**

(1) No owner of any dog shall permit the same to run at large within the City, and all dogs shall be confined to the immediate premises of the owner, except when restrained by a leash, chain, rope, cord or other device physically attached to the collar of the dog, which keeps the dog under the absolute control of the owner.

#### **Section 4-18. Dogs running at large.**

(1) No owner of any dog shall permit the same to run at large within the City, and all dogs shall be confined to the immediate premises of the owner, except ~~under the following conditions:~~

- (a) when restrained by a leash, chain, rope, cord or other device physically attached to the collar of the dog, which keeps the dog under the absolute control of the owner.
- (b) ~~When accompanied by the owner and under the owner's control by obedience command, as hereinafter provided.~~

#### **Section 4-19. Obedience command.**

~~The term "obedience command" and the right of an owner of a dog to maintain his/her dog through an obedience command shall be subject to the following conditions:~~

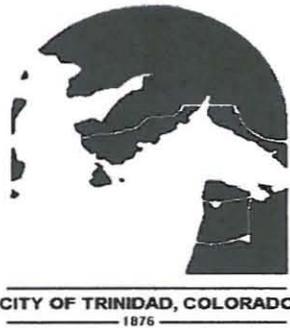
~~(1) The dog shall be considered to be under obedience command of the owner when satisfactory evidence is presented by the owner of all of the following:~~

- ~~(a) That the dog walks at the heel of the owner, and at all times stays within three feet (3') of the owner.~~
- ~~(b) That the dog will sit and stay when commanded by the owner.~~
- ~~(c) That the dog will come when called by the owner. (Ord. 1732, eff., 8-29-03)~~

~~(2) The owner of any dog under obedience command, shall at the request of any official or officer of the City, prove his/her control over said dog by obedience command under the criteria set forth above.~~

~~(3) The failure of any owner to prove his/her control of his/her dog by obedience command shall forfeit the right of the owner to allow said dog off his/her premises, except under leash or other device attached to the collar of the dog, which keeps the dog under absolute control of the owner, until such time as he/she can prove that said dog is subject to the control of obedience commands.~~

~~(4) All female dogs, when in season, must either be confined to the owner's premises or be kept leashed and may not be taken off of the owner's premises by obedience command.~~



## COUNCIL COMMUNICATION

8

**CITY COUNCIL MEETING:** September 8, 2015 Work Session  
**PREPARED BY:** Audra Garrett, Asst. City Mngr.  
**PRESENTER:** Audra Garrett, Asst. City Mngr.  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:** *Audra Garrett*

**SUBJECT:** Request for City Proclamation celebrating Auntie Litter

**RECOMMENDED CITY COUNCIL ACTION:** Consider the Proclamation request and allow Mayor Reorda to present it on September 11th.

**SUMMARY STATEMENT:** Increase public awareness of issues with the hope of improving the well-being of the citizens

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Recognition of exceptional events, groups or people; recognition and celebration of extraordinary achievements of City residents and non-profits organizations, to honor occasions or importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

**ALTERNATIVE:**

- 1) Do not recommend issuance
- 2) Recommend alternative language

### BACKGROUND INFORMATION:

City Manager Engeland received a request for a Proclamation from Hoehne School music educator Jean Di Lisio requesting a "welcome declaration" be presented to Auntie Litter.

### CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager  
(719) 846-9843, ext. 135

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**“PROCLAMATION DECLARING AUNTIE LITTER CELEBRATION DAY”**

*September 11, 2015*

*WHEREAS, the Auntie Litter character and nonprofit organization, Auntie Litter, Inc., is the brainchild of Pat Mitchell, a savvy educator who saw a void and an opportunity to educate children about the importance of living in a clean and healthy environment; and*

*WHEREAS, Auntie Litter is an award winning non-profit organization dedicated to promoting a healthy and clean environment. Through the character of “Auntie Litter” and comprehensive teaching strategies and tools, young people, their families, and educators learn how to conserve natural resources, eliminate litter in communities, and practice the three R’s—reuse, reduce waste and recycle; and*

*WHEREAS, since the campaign began in 1990, Auntie Litter has taught more than two million children in person and has captured the imagination of even more through the organization’s educational materials; and*

*WHEREAS, some people may think the Auntie Litter uniform is a bit unusual with its green, white, and blue environmental colors with patriotic stars and stripes - fifty stars representing America’s fifty states—but Pat Mitchell, an experienced teacher, knew that in order to capture a child’s attention, she would need to create a program about the environment that was fun, interactive and lasting; and*

*WHEREAS, her message – Reuse, Reduce Waste, and Recycle—has become the mantra of thousands of school children throughout the United States. Engaging children at a young age to care for the environment is a key factor as to how future generations will treat the Earth.*

*NOW, THEREFORE, I, JOSEPH A. REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO on behalf of the entire City Council, do hereby and proclaim SEPTEMBER 11, 2015 as*

**“Auntie Litter Day”**

*in the City of Trinidad and urge all citizens to practice reuse, reduction of waste and recycling for the betterment of future generations.*

**FOR IMMEDIATE RELEASE**

**AUGUST 25, 2015**

**AUNTIE LITTER TO MAKE FIRST APPEARANCE IN COLORADO  
AWARD WINNING PROGRAM SCHEDULED FOR AREA SCHOOLS**

**September 11, 2015 Trinidad, CO----**

You've heard of Uncle Sam, now meet Auntie Litter. Students in area schools will have the opportunity to see the original Auntie Litter in person during her national award winning programs on September 11, 2015. School assemblies and pollution patrol kits are sponsored by Jeremy and Kelli Van Matre with Terra Firma Recycling, Carlos and Susan Lopez with Prospect Plaza Laundry, Cy Michaels at La Quinta and the School Districts of Hoehne R-3, Primero R-2 and Grace Christian Center.

The Auntie Litter character and nonprofit organization, Auntie Litter, Inc., is the brainchild of Pat Mitchell, a savvy educator who saw a void and an opportunity to educate children about the importance of living in a clean and healthy environment.

Some people may think the Auntie Litter uniform is a bit unusual with its green, white, and blue environmental colors with patriotic stars and stripes - fifty stars representing America's fifty states—but Pat Mitchell, an experienced teacher, knew that in order to capture a child's attention, she would need to create a program about the environment that was fun, interactive and lasting. Since the campaign began in 1990, Auntie Litter has taught more than two million children in person and has captured the imagination of even more through the organization's educational materials.

Her message – **Reuse, Reduce Waste, and Recycle**—has become the mantra of thousands of school children throughout the United States. “Engaging children at a young age to care for the environment is a key factor as to how future generations will treat the Earth,” says founder Pat Mitchell. “Through the character of Auntie Litter, we try to make the learning process fun and memorable.” Auntie Litter is an award winning non-profit organization dedicated to promoting a healthy and clean environment. Through the character of “Auntie Litter” and comprehensive teaching strategies and tools, young people, their families, and educators learn how to conserve natural resources, eliminate litter in communities, and practice the three R's—reuse, reduce waste and recycle.

To book your assembly for elementary students or request information about sponsorships, please call Music Educator at Hoehne School District R 3, Jean Di Lizio at 209-550-1985, or email: [jeandilizio@msn.com](mailto:jeandilizio@msn.com).

For more information about Auntie Litter call 205-222-6856 or visit [www.AuntieLitter.org](http://www.AuntieLitter.org).

-more-

**WHO:** Auntie Litter Founder, Pat Mitchell, will provide an entertaining and educational program for students incorporating music, visual aids, and audience participation.

**WHEN:** **FRIDAY, SEPTEMBER 11, 2015, 8:30AM TO 4:00PM**  
**SATURDAY, 9/12/15 AT 12:00PM ARTOCADE PARADE ENTRY**

**WHERE:** School Assemblies: Grace Christian Center at 10:30 am and  
Hoehne School District R-3 at 3:00pm  
on Friday, September 11, 2015

**OTHER:** Auntie Litter, Inc., a national 501(c)(3) non-profit organization based in Birmingham, is dedicated to promoting a clean and healthy environment. Founded in 1990, Auntie Litter, Inc. has been honored with numerous awards for its innovative educational program based on the anti-litter character, "Auntie Litter." Through live presentations, educational workshops, and comprehensive teaching strategies and tools, young people, their families, and educators learn how to conserve natural resources, eliminate litter in communities, and practice the environmental 3 R's: reuse, reduce waste, and recycle.

The Auntie Litter approach makes learning about the environment fun, interactive, and lasting. Auntie Litter wants "*to do for the environment what Uncle Sam has done for patriotism.*" An Auntie Litter educator, dressed in a recognizable uniform of green, white, and blue with patriotic stars and stripes, can motivate people of all ages, socioeconomic backgrounds to take action in environmental protection.

Auntie Litter's story has been featured on CNN Headline News, ABC News, and in publications, such as, Family Circle, USA Today, and Woman's World. CNN and WGN have run Auntie Litter's PSA's nationally.

Awards and national recognition include:

- Former President H. George Bush's *Take Pride in America Award*
- Daughters of the American Revolution *Conservation Award*
- Girl Scouts of America *Woman of Distinction Award*
- 1996 Olympic Games *Community Hero and Olympic Torchbearer*
- Former President Bill Clinton's *Point of Light*
- U.S. Environmental Protection Agency, *Clean Air Excellence Award*
- Feature story on *CNN Headline News*
- Feature articles in *Family Circle, the Associated Press, USA Today, Waste Age, Country America, and Weekly Reader*

To schedule interviews with Pat Mitchell, Auntie Litter, call (205) 222-6856 or email [PatMitchell@AuntieLitter.org](mailto:PatMitchell@AuntieLitter.org)

From: Jean DiLisio [jeandilisio@msn.com]  
Sent: Friday, August 28, 2015 1:48 PM  
To: Gabriel Engeland  
Subject: Auntie Litter Day

Dear Mr. Gabriel Engeland, :

We will soon have the attached press release and photos going out to area news.

We would like to request, if it is possible, to present a City of Trinidad  
"welcome declaration"  
as Auntie Litter is somewhat of a National Treasure.

We would like to request the honor of your presence to attend the K-5 assembly  
at Hoehne School District R-3 held at Hoehne Auditorium from 3:00pm to 3:45pm on  
Friday, September 11, 2015.

Thank you for your R.S.V.P. to Kelli Van Matre.

We appreciate your leads for any sponsorship or in-kind assistance for this  
region-wide ecological effort. Please contact Kelli Van Matre at email:  
[waterstation@yahoo.com](mailto:waterstation@yahoo.com) (719) 859-2523 or Jean Di Lisio at email:  
[jeandilisio@msn.com](mailto:jeandilisio@msn.com) or (209)550-1985.

Best Regards,

Jean Di Lisio  
Music Educator K-8th Grade  
Hoehne School District R 3  
(209) 550-1985

Council Question from the September 1<sup>st</sup>, 2015 Council Meeting

1. Aggressive panhandling for work session item. (Anna)

We hope to schedule this on the September 22<sup>nd</sup> Work Session. We currently have an aggressive panhandling ordinance drafted, but before bringing it to council, we need to make sure that it will not infringe upon the rights of the citizens as well as follow state and federal law.

**CITY OF TRINIDAD**

**135 N Animas Street, PO Box 880**

**Trinidad, CO 81082**

**(719) 846-9843**

**PRESS RELEASE**

**COMMERCIAL STREET IMPROVEMENT PROJECT**

**September 4th, 2015**

As this week draws to a close, work is moving forward on the Commercial Street Project here in Trinidad. Crews have formed and poured all four curb and gutter corners of the intersection at Cedar and Commercial streets, and hope to have the sidewalk on the North West corner completed this afternoon. All of the water supply lines in the second block are connected to the new water main and are turned on. Electrical crews are scheduled to work on the street light circuits in the coming days, allowing for more concrete to be poured next week.

Both the City and the Contractors would like to thank all businesses owners, residents and visitors for their patience and understanding during this construction time. We are confident that the finished product will be very appealing, and truly, a welcome addition to the beauty of our City.

Any questions regarding this project may be directed to Tom Beach, Public Works Director, at (719)-846-9843 extension 126.