



CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, May 26, 2015 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

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.

1. Petitions and Communications, Oral or Written
2. Introduction of Board and Commission applicants
3. Consideration of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 ("Buildings") of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City
4. Consideration of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales
5. Consideration of amendments to the contract between the City and Noah's Ark Animal Welfare Association and the ordinance pertaining to licensing of animals in the City of Trinidad
6. Proposed Parking Plan presentation and discussion
7. Consideration of request for proposal received from Short Elliott Hendrickson, Inc. (SEH, Inc.) for the design work at Five Points Roundabout
8. Presentation of the CodeRED Notification System, the local emergency warning system
9. Consideration of an ordinance to limit the number of retail marijuana stores in the downtown Trinidad Historic Preservation zoning district, and to impose a moratorium on such establishments in that district
10. Discussion of other agenda items



COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: May 26, 2015 Work Session
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *Audra Garrett, ACM/City Clerk*

SUBJECT: Introduction of Tourism Board, Parks & Recreation Advisory Committee, Arts & Culture Advisory Commission, and City Tree Board applicants

RECOMMENDED CITY COUNCIL ACTION: Consider the applicants

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made seeking applicants to fill the vacancies as required by ordinance

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Advertisement was had seeking applicants to fill vacancies. Letters of interest were received as follows:

- Tourism Board (2 vacancies) – Austin Urquhart (miscellaneous), Lorin Manuel (restaurant), Linda Barron (miscellaneous), Marsha Royse (restaurant), Camilla Campbell (miscellaneous)
- Arts & Culture Advisory Commission (1 vacancy) – Camilla Campbell, Larry Carnes
- Tree Board (2 vacancies) – Jon Neil Barclay

Current ordinance language concerning Tourism Board membership:

Section 7-47.1 Membership; appointment; term; removal; organization and meetings.

(1) The City Tourism Board shall consist of five (5) members who shall be appointed by the City Council, and WHO shall not be a member of the City Council or a Council Officer, as defined in Section 2-16 of the Code of Ordinances. Pursuant to Section 8.3 of the City Charter, any member of the Board must be a resident of the City and have resided within the City for a period of not less than one year immediately preceding appointment, and be registered to vote. THE FIVE (5) MEMBERS SHALL BE EITHER (i) RESIDENTS AND REGISTERED VOTERS OF THE CITY OF TRINIDAD, OR (ii) RESIDENTS AND REGISTERED VOTERS OF LAS ANIMAS COUNTY, COLORADO, WHO OWN A TOURISM-RELATED BUSINESS WITHIN THE CITY OF TRINIDAD. Of the five (5) members, at least one (1) member shall be employed in the lodging industry, and at least one (1) member shall be employed in a restaurant operation. The remaining three (3) members shall be employed in or volunteer in businesses or activities which serve tourists.

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Current Roster:

CITY TOURISM BOARD (2 yr terms - 5 members - Council appointed)

Ordinance #1677 - 5 members appointed by Council

<u>DATE</u> <u>APPOINTED</u>	<u>APPOINTEE</u>	<u>TERM</u> <u>EXPIRES</u>
02/05/13	Vacant – restaurant	02/10/2017
02/03/15	Cy Michaels (lodging)	02/10/2017
02/04/14	Pat Patrick	02/10/2016
02/04/14	Susan Palmer	02/10/2016
02/04/14	Fred Vaugeois	02/10/2016

PUBLIC NOTICE

The Trinidad City Council is accepting letters of interest from citizens within the City to fill the following vacancies:

Two (2) on the Tourism Board; and
two (2) on the Parks & Recreation Advisory Committee;
one (1) on the Library Advisory Board;
one (1) on the Arts and Culture Advisory Commission; and
two (2) on the City Tree Board

In order to be considered eligible to serve individuals must be a resident of the City and have resided within the City for not less than one year immediately preceding appointment and must be registered to vote. However, in order to serve on the Tourism Board an applicant shall be either a resident and registered voter of the City of Trinidad, or a resident and registered voter of Las Animas County, Colorado, who is employed in a restaurant operation within the City of Trinidad or who are employed in or volunteer in businesses or activities which serve tourists.

Letters of interest in serving on any of these boards will be accepted at the City Clerk's Office at City Hall, 135 N. Animas Street or P. O. Box 880, Trinidad, CO 81082, until 12:00 p.m., May 15, 2015. Please include your qualifications for the position.

Further information may be obtained by calling the City Clerk's Office at 846-9843.

City of Trinidad
Audra Garrett, City Clerk

Publish: May 1, 8, 15
Legal ad
Furnish Proof of Publication

Austin Urquhart

112 W 3rd St
Trinidad, CO 81082
719.859.2222

May 13, 2015

Re: Tourism Board

To Whom It May Concern:

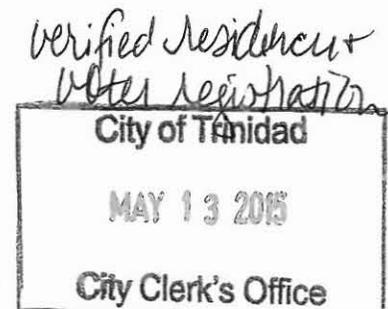
I am writing to express my interest in one of the open positions on the Tourism Board for the City of Trinidad.

I am the General Manager of Movie Picture Showhouse. In this role I work with the general public on a daily basis, as well as other businesses. The theatre is one of the main family-oriented entertainment options located here in Trinidad, so I have great interest in tourism in this area. The theatre has had a bad reputation in the past, but I have worked non-stop since taking over as General Manager to change the perception of the theatre, to improve the service, improve the standing within the community, and to bring more people in. Tourism is a major concern, as new people in the community equals more customers to all businesses within Trinidad.

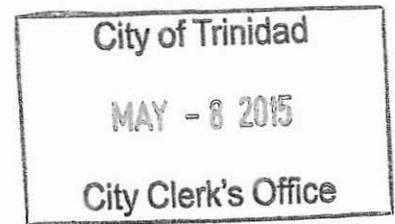
I think Trinidad has a lot of potential, and needs to have a focused vision for progress to move forward and continue to grow. Currently there are a lot of projects going on in and around Trinidad, and those projects are directly impacting some businesses, and indirectly impacting others. This means businesses need to work together, and not against each other. I have seen many examples of one business sending customers to another business, since the other one could better suit the customer need. This is what it is going to take.

We are one community, and we need a unified vision to bring more tourism into the area, and continue on the path to making this community a thriving one. I appreciate your consideration in placing me in a vacant Board position.

Kindest regards,
Austin Urquhart



10:21 AM KM



Café What A Grind
341 N. Commercial Street
Trinidad, CO 81082
719-846-0505

05/08/2015

RE: Tourism Board

To whom it may concern,

This is my letter of interest for one of the vacant positions on the City of Trinidad Tourism Board.

I have been an active member of the Trinidad business community since 2008 when we opened Café What A Grind. I deal directly with the public and tourists on a daily basis in my restaurant. My business, as well as, most businesses within the Trinidad community, relies heavily on our tourist base, so I have a vested interest how important tourism is for our community. I have many years prior to being a business owner dealing with the general public as a Crime Scene Investigator for the City of Mesa, AZ.

I believe in our community and want to see it thrive. Tourism is extremely important aspect of my business and I am constantly trying to brainstorm ideas to bring more tourists into our community and to the downtown businesses. I believe this tourist season is a very important one. We have construction on Commercial Street that directly affects the businesses in the entire downtown area. We need to come up with proactive approaches to bring the tourist base into the downtown areas and to draw them into our great small businesses.

I hope you will consider me to fill one of these positions, for I want to see Trinidad grow and prosper.

Thank You,

Lorin Manuel

Café What A Grind

2612 Despuado
registered to
vote / verified
residency

Linda T. Barron
1144 Robinson Avenue
Trinidad, CO 81082

May 15, 2015

City of Trinidad
Mayor & City Council
135 N. Animas
Trinidad, CO 81082

RE: Tourism Board

Dear Honorable City Council Members:

This is my letter of interest to serve on the Tourism Board for the City of Trinidad.

I believe I can contribute substantially to this Board for the following reasons:

I am a businesswoman and retailer since 1985 in the City of Trinidad.

I am a current paid member of the TLAC Chamber of Commerce since 1994.

I have been President and Board member of the TLAC Chamber of Commerce from 1995 to 2001.

I am currently a Board member and President-Elect of the TLAC Chamber of Commerce since 2014.

I was founder and chairman for the Las Animas / Huerfano County American Red Cross from 1999 to 2002.

I successfully initiated and was chairman for the Vietnam War Memorial at the Colorado Welcome Center which is a tourist attraction.

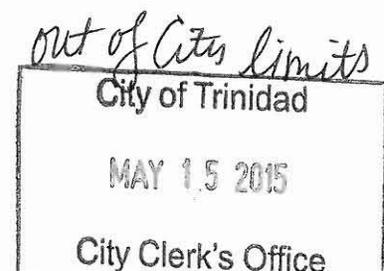
I have worked with several City of Trinidad organizations, promotions and events that had positive results, such as, Ride the Rockies Race in 2000 and Run for the Wall from 2000 to 2004.

I am a very strong advocate for Tourism in the City of Trinidad; and I sincerely love what the City of Trinidad has to offer for our local citizens and tourists – its multicultural history, agricultural and mining heritage, the local commerce, the future of the energy industry, the beautiful scenery of Fisher's Peak, Simpson's Rest and historic downtown Trinidad.

As a concerned citizen for the City of Trinidad, I feel I can contribute productively to the Tourism Board. The City of Trinidad's future will greatly depend on this Board. I can be a strong, Board team player, planning positively the future of tourism for the benefit of our local citizens and the entire community.

Respectfully,


Linda T. Barron



verified voter registration

May 12, 2015

Dear Tourism Board;

I would like to express my interest on serving on your board. Being the owner of two businesses [Royse's Black Jacks Steakhouse and Royse's Bed and Breakfast] that relies heavily on tourism and local community support, I understand how vital your role in the community is.

Tourism is one of the main pillars for future growth in our community and I would be honored to serve in the tourism's mission to promote and enhance the attractiveness of our community to all.

I hope you will consider me an asset who is willing to work tirelessly to build our community.

Sincerely,



Marsha Royse

City of Trinidad

MAY 12 2015

City Clerk's Office

Out of City Limits

April 30, 2015

Trinidad City Council
135 N Animas St.
Trinidad, Co 81082

Dear Members of City Council,

I am writing this to apply for a position on either the Trinidad Tourism Board or the Arts and Culture Advisory Commission.

I was born and raised in Trinidad, graduating from Trinidad Catholic High School. After moving away for a while, I moved back and met my husband. We have one daughter, who was also born & raised in Trinidad, attended HS and TSJC. With my father and two of my brothers, we also ran a local freight company, Costa Lines, Inc. for over 40 years.

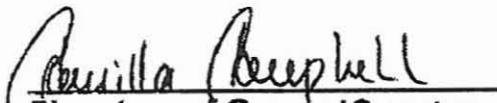
For the past 8 years I have been the owner/operator of Curly's Bead Emporium in downtown Trinidad, and hope to continue for many years to come. It has been a experience like no other.

As I tell many people, "it has been a wonderful ride". I have met many wonderful and interesting people. Many who have recently moved to Trinidad, as well as many tourists who continue to come back to Trinidad to shop at Curly's. Not to mention the great group of people that I have known for a very long time.

I have seen many changes in Trinidad, it's ups and downs. But I will always have faith in our little community. It's a wonderful place to live and I am very proud of our town.

I have been involved with Merchant association since I started with the shop. I am currently acting as one of its organizers. I would welcome the opportunity to become an active member on either board, and believe my experience with both tourists and the Arts would be an asset.

Thank You, for your consideration on these two positions.


Signature of Owner/Operator

Camilla Campbell
Owner/Operator
Curlys Bead Emporium
301 W Main St.
Trinidad, Co 81082
719.846.8647

Verified voter
Registration +
Residency
AG

Audra Garrett

From: Kim Marquez [kim.marquez@trinidad.co.gov]
Sent: Monday, May 04, 2015 10:09 AM
To: 'Audra Garrett'
Subject: FW: Arts and Culture Advisory Commission

Hi Audra,

I received this letter of interest from Larry Carnes. What is the next step?

Kim

From: Larry Carnes [mailto:lrcarnes3@yahoo.com]
Sent: Monday, May 04, 2015 10:02 AM
To: kim.marquez@trinidad.co.gov
Subject: Arts and Culture Advisory Commission

Dear Ms Marquez --

Thank you for the information on the Arts and Culture Advisory Commission.

I have been a resident of Trinidad for 8 years and have served on a number of Boards and Commissions including but not limited to: Trinidad School District 1; Mt San Rafael Hospital, Trinidad Housing Authority Commission, Pueblo Catholic Diocese Human Development Commission and Trinidad Area Arts Council. I served on a number of Boards in Texas before coming to Colorado. There during my tenure as President of a Special Utility District, we made \$23 million in infrastructure improvements to our water system and approved \$7 million more.

Specifically regarding the arts, my wife Carla and I have been patrons of the arts since coming here. We've supported the Trinidad Area Arts Council, TALAS, SCRT and the Mitchell Museum. We've been patrons and members of the Denver Museum of Art, Houston Museum of Fine Art, Dallas Museum of Art, Chicago Art Institute and Philips Gallery in Washington, DC. In our home, we have paintings and other art works from more than a dozen local artists.

Please consider this as my expression of interest in joining the Trinidad Arts and Culture Advisory Commission. If more is required, please let me know.

Sincerely,

LARRY CARNES
709 S Maple Street
Trinidad, CO 81082

719-859-1671

*verified
voter regis
& residency*

Audra Garrett

From: Jon Neil Barclay [jonneilbarclay@gmail.com]
Sent: Friday, May 01, 2015 8:05 AM
To: audra.garrett@trinidad.co.gov
Subject: Tree Board

Ms. Garrett,

Please accept this email as my application to be considered for a vacancy on the City Tree Board. As you know I am a Trinidad native who has returned to Trinidad and am very interested in serving on a board that is dedicated to preserving and adding to the beauty of the City's public places. Thank you for your consideration.

Jon Neil Barclay
Attorney At Law

*Verified Residency +
voter registration*
JB



COUNCIL COMMUNICATION

3

CITY COUNCIL MEETING: May 26, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *Audra Garrett, Asst. Cm*

SUBJECT: Ordinance repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 (“Buildings”) of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed ordinance and if acceptable, place it on the agenda for first reading on June 2nd.

SUMMARY STATEMENT: Repeal of non-conforming status language in Chapter 5.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: This ordinance would eliminate the need for complete renovation of vacant buildings to current code standards when there is no change in use.

ALTERNATIVE: Consider alternate language rather than repeal;
Do nothing and continue with enforcement of this section

BACKGROUND INFORMATION:

- Steve Thomas, Colorado Code Consulting, recently presented the City with a Building Department evaluation. Among the suggestions within his report was the elimination of the non-conformance section in Chapter 5. Mr. Thomas noted that the cost of bringing a building into compliance with the current code can be extraordinarily expensive for the building owner, thus creating an obstacle to potential buyers and adversely affecting economic development.
- Mr. Thomas also noted in his presentation to Council on May 12th that other Colorado municipalities do not have non-conformance language in their code.

CONTACT FOR INFORMATION:

Les Downs, City Attorney, 719-846-9843 ext. 120
Audra Garrett, Asst. City Manager, 719-846-9843 ext. 135

3



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REPEALING ARTICLE 3, NON-CONFORMANCE, SECTION 5-23, NON-CONFORMANCE, OF CHAPTER 5 (“BUILDINGS”) OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, THEREBY REQUIRING ONLY THE SPECIFIC RENOVATIONS MADE TO VACANT BUILDINGS COMPLY WITH CURRENT BUILDING CODES UNLESS THE USE CHANGES, IN ACCORDANCE WITH THE INTERNATIONAL CODES ADOPTED BY THE CITY

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

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

WHEREAS, the International Codes adopted by the City adequately establishes safeguards to protect the public health, safety, and general welfare of citizens from fire and other hazards attributed to the built environment; and

WHEREAS, the City Council of the City of Trinidad, Colorado, herein desires to promote the occupancy of vacant buildings within the City to improve the local economy.

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

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

ARTICLE 3. RESERVED.

Section 5-23. Reserved.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

AUDRA GARRETT, City Clerk

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

Section 5-22. Application Form and Contents.

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

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

ARTICLE 3. NON-CONFORMANCE

Section 5-23. Non-Conformance.

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

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



COUNCIL COMMUNICATION

4

CITY COUNCIL MEETING: May 26, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Audra Garrett, Asst. City Mngr.
DEPT. HEAD SIGNATURE:
CITY MANAGER SIGNATURE:

Audra Garrett
Audra Garrett, Asst. City Mngr

SUBJECT: Consideration of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed change and if acceptable, move the ordinance forward to the June 2nd regular meeting for formal consideration

SUMMARY STATEMENT: Local permitting requirements for garages sales

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Regulation of businesses within the municipality

ALTERNATIVE: The ordinance could remain unchanged

BACKGROUND INFORMATION:

- In 1995 City Council approved an ordinance requiring a garage sale permit be obtained by citizens wishing to have garage sales. There were several reasons behind the permit requirement: a concern of run-on garage sales that constitute businesses, which then implicates the zoning of the property, and at the time the mines were operational and there was a concern about the residential traffic waking miners who worked a graveyard shift.
- Throughout the years many people have suggested to staff that the number of days should be extended.
- The City issues between 200 to 250 no-cost permits yearly.
- Staff suggests that garage sale monitoring could be done without a permitting process through code enforcement monitoring and complaints.

CONTACT FOR INFORMATION:

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

4



ORDINANCE NO.

AN ORDINANCE REPEALING AND RE-ENACTING SECTION 9-5 OF CHAPTER 9, LICENSES, REGARDING GARAGE SALES

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

WHEREAS, Chapter 9, Licenses, Section 9-5, Exempt Activities, requires a person holding a garage sale to obtain a permit from the City Clerk; and

WHEREAS, the intent of regulating garage sales was to control the duration and mitigate impact to neighbors created by foot and vehicle traffic, in harmony with residential zoning; and

WHEREAS, citizens have expressed a desire to be allowed up to four days in which to hold garage sales; and

WHEREAS, regulation of garage sales to meet the intent of the language to be repealed is attainable without requiring a permit to be obtained from the City.

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

Section 9-5. Exempt activities, is hereby repealed and re-enacted as follows:

(4) No license shall be required of any person for the holding a garage sale exceeding not more than four days in length, at a given location, in a calendar year. No garage sale may be conducted prior to 8:00 a.m. or after 8:00 p.m. of any day.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED, this ___ day of _____, 2015.

FINALLY PASSED AND APPROVED this ___ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ___ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

AUDRA GARRETT, City Clerk

(4) No license shall be required of any person for the holding of no more than one garage sale, exceeding not more than two days in length or two garage sales exceeding not more than one day each in length, at a given location, in a calendar year, except that any person holding any such garage sale shall be required to obtain a permit from the City Clerk prior to holding the garage sale. No garage sale may be conducted prior to 8:00 a.m. or after 8:00 p.m. of any day. (Ord. No. 1501, 3/31/95.)



COUNCIL COMMUNICATION

5

CITY COUNCIL MEETING: May 26, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Audra Garrett, Asst. City Mngr.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Consideration of amendments to the contract between the City and Noah's Ark Animal Welfare Association and the ordinance pertaining to licensing of animals in the City of Trinidad

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed changes and if acceptable, move the contract and the ordinance forward to the June 2nd regular meeting for formal consideration

SUMMARY STATEMENT: Local licensing requirements for animals and contract for confinement and care of stray, abandoned, lost and unwanted pets

EXPENDITURE REQUIRED: Yes, \$25,000. Additionally, the City would allow Noah's Ark to retain all funds received from licensing of pets (City collected license fees: 2012-\$2,222; 2013-\$1,799; 2014-\$2,171; 2015 thru March 31-\$973)

SOURCE OF FUNDS: General Fund-Miscellaneous

POLICY ISSUE: Regulation of animals within the municipality

ALTERNATIVE: Alternate language could be used within the contract;
Licensing responsibilities could remain with the City;
The funding allocation could be adjusted;

BACKGROUND INFORMATION:

- Noah's Ark has been interested in having the ability to issue pet licenses for a number of years. With their new database, the City would be able to access the licensing information for the City's purposes, however, the responsibility of license issuance would lie with Noah's Ark. Noah's Ark would retain the funds derived from licenses.
- The amended contract is largely a housekeeping measure. For instance, when the original contract was entered into, it called for a Performance Review Committee to oversee the performance of the Association. The committee is defunct and has been since approximately 2007; Noah's Ark was not allowed to accept animals from outside of the City, for instance.

CONTACT FOR INFORMATION:

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

5



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS CONTAINED IN CHAPTER 4 (“ANIMALS”), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, PERTAINING TO LICENSING OF ANIMALS IN THE CITY OF TRINIDAD

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

WHEREAS, § 31-15-401(1)(m)(I), C.R.S., confers upon the City the power “[t]o regulate and to prohibit the running at large and keeping of animals . . . within the municipality and to otherwise provide for the regulation and control of such animals, including, but not limited to, licensing, impoundment, and disposition of impounded animals.”; and

WHEREAS, in furtherance of promoting local compliance with animal licensing and vaccination requirements, the City Council desires to transfer the license issuance responsibility to Noah’s Ark Animal Welfare Association and in furtherance of their local efforts commit the funds received from licensing to the Association.

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

Section 1. Repeal and Re-Enactment of § 4-14, 4-15 and 4-16 of Chapter 4 (“Animals”), Article 3 (“Dogs and Cats”), of the Code of the City of Trinidad, Colorado. Section 4-11 of Chapter 4 (“Animals”), Article 3 (“Dogs and Cats”), of the Code of the City of Trinidad, Colorado, is hereby repealed and re-enacted in its entirety as follows:

Section 4-14. License and registration required; fees.

(1) All dogs and/or cats kept, harbored and maintained by their owners, except as provided in Subsection (4) hereof, shall be licensed and registered annually, and each owner shall pay to Noah’s Ark Animal Welfare Association for its use and benefit, the following license fees:

- (a) Female dogs (unspayed) and male dogs (Unneutered)-----\$15.00
- (b) Male dogs (neutered) and female dogs (spayed)-----\$ 8.00
- (c) Cats-----\$ 3.00

(2) All license fees shall be due and payable not later than the 15th day of January of the ensuing year.

(3) The owner shall state at the time application is made for license, and upon printed forms provided for such purpose, his/her name and address, and the name, breed, color and sex of each dog and/or cat owned or kept by him/her.

(4) All dogs and/or cats over four (4) months old shall be licensed as herein provided, within ten (10) days after their acquisition or purchase by the owner or after their arrival in the City.

Section 4-15. Tag and collar.

(1) A license tag will be furnished by Noah’s Ark Animal Welfare Association upon receipt of the application, together with a certificate from a veterinarian licensed to practice veterinary medicine in this State, unless the same has been waived as provided in Section 4-16, that the dog and/or cat has a certificate of rabies vaccination that is valid until the end of the year, together with the payment of the required fee. Every owner shall be required to provide each dog and/or cat with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn.

(2) In case a dog and/or cat tag is lost or destroyed, a duplicate will be issued by Noah’s Ark Animal Welfare Association upon presentation of a receipt showing the payment of the license fee for the current year and the payment of Two Dollars (\$2.00) fee for the issuance of the duplicate tag.

(3) Dog and/or cat tags shall not be transferable from one dog and/or cat to another and no refund shall be made on any dog and/or cat license fee because of the death of the dog and/or cat or the owner leaving the City before the expiration of the license.

Section 4-16. Vaccination.

(1) Each dog and/or cat shall be vaccinated against rabies and such vaccination shall be repeated as determined by the veterinarian administering the original vaccination. A certificate of vaccination shall be completed in duplicate by the veterinarian, and one (1) copy retained in the veterinarian's file. In the event the dog and/or cat is not of age to be properly vaccinated, the vaccination shall be waived therein and a certificate delivered to Noah’s Ark Animal Welfare Association.

(2) No dog and/or cat shall be licensed as provided in Section 4-14 unless a valid certificate of rabies vaccination accompanies the application for the license.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 3. Effective Date. This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED
this ____ day of _____, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____,
2015.

CITY OF TRINIDAD, COLORADO

JOSEPH A. REORDA, Mayor

ATTEST:

By: _____
AUDRA GARRETT, City Clerk

**ANIMAL SHELTER SERVICE CONTRACT
AND LEASE AGREEMENT**

This agreement is entered into by the city of Trinidad, Colorado, a municipal corporation (hereinafter "City"), and Noah's Ark Animal Welfare Association, a Colorado non-profit corporation, 224 North Chestnut, Trinidad, CO 81082 (hereinafter "Contractor"), in Trinidad, Colorado, to be effective on ___ day of _____, 2015 (the "Commencement Date").

WHEREAS, City has operated a municipal facility for the confinement and care of the stray, abandoned, lost and unwanted pet animals as part of the City's animal control responsibilities; and

WHEREAS, Given its limited staff and other resources, City desires to privatize the sheltering and care of stray and lost or abandoned animals in an effort to improve the delivery of humane animal care services, the reunification of pet animals with their owners, and the placement of abandoned yet adoptable pet animals with new owners; and

WHEREAS, City desires to retain and employ the services of Contractor as an experienced animal protection and care provider and to assume the operation of the City's animal shelter facilities.

NOW, THEREFORE, in consideration of the promises, terms and conditions as set forth below, and for good and valuable consideration, the adequacy and receipt of same, which are hereby acknowledged by both parties, it is agreed as follows:

LEASE OF SHELTER FACILITIES

1. Effective upon the commencement date of this agreement, City does continue to convey possession and lease to Contractor City's animal shelter facilities situated at 224 North Chestnut, Trinidad, Colorado (the "Shelter"), inclusive of the animal shelter building, kennel facilities, and all that land currently in closed with fencing appurtenant to the shelter building, plus those unsubdivided parcels of land to the west and north of the shelter building as illustrated on the attached Trinidad Shelter Site Plan (the "Site Plan"), which plan is incorporated herein and made part here of as Exhibit 1 (collectively known as the "Leased Premises").
2. The term of the lease for the Leased Premises as herein provided shall correspond to the term of this agreement.
3. Contractor shall pay to City rent at the rate of one dollar (\$1.00) per year for each year, or part thereof, Contractor occupies and operates the Leased Premises under the terms of this Agreement.
4. The City agrees to waive disposal fees for dead animals and also continue the current arrangement with City maintenance regarding water/sewage expenses.
5. Contractor shall keep the Leased Premises in a safe and good operating condition, normal wear and tear excepted, and shall maintain a clean and sanitary environment in and around the Shelter consistent with established health and sanitation standards applicable to pet animal facilities under Colorado law.

IMPROVEMENT TO SHELTER FACILITIES

6. Permanent and/or fixed improvements shall, upon completion, become the property of the City and shall be included in the Leased Premises. Non-permanent improvements (i.e. cat cages, outdoor dog houses, mobile office units and/or storage sheds, moveable kennels and cages, chain-link fencing and gates) shall be and remain the personal property of Contractor and upon the expiration or other termination of the Agreement shall be removed from the Leased Premises, and the Leased Premises shall be restored to their original pre-lease condition, normal wear and tear excepted.

7. All improvements made by Contractor under the terms of this Agreement shall comply with all zoning, building and/or other applicable codes or regulations pertinent thereto. In the event any real property or other taxes are assessed and become due on such improvements or the Leased Premises as a result of Contractor's occupancy and use of same, Contractor shall timely pay such taxes, subject to any appeal or relief from the same as may be provided by law.

8. It is the desire, intention and goal of the City and Contractor that improvements undertaken to the Shelter and shelter facilities shall be directed at bringing the facilities into compliance with all standards and/or requirements applicable to a licensed pet animal facility or pound Underwood Colorado Pet Animal Care and Facilities Act, C. R. S. ss 35 – 80 – 101, et seq., as amended.

SHELTER LICENSURE AND SERVICES

9. The following terms when used in this section or otherwise in this Agreement shall mean as follows:

Days means days during which the Shelter is open to the public.

Dispose or disposition means adoption of a pet animal, return of a pet animal to its owner, release of a pet animal to a licensed pet animal care facility or group, or euthanasia.

Euthanasia means to produce a humane death by means accepted and/or endorsed by the American Veterinary Medical Association.

Pet animal means dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, or any other species of domesticated warm-blooded animal sold, transferred, owned or retained for the purpose of being kept as a companion or household pet, except livestock.

Livestock means cattle, horses, mules, burros, sheep, poultry, swine, llamas, and goats, regardless of use, and any animal that is used for working purposes on a farm or ranch, and any other animal designated by the Colorado Commissioner of Agriculture, which animal is raised for food or fiber production.

10. Contractor will maintain such policies and procedures regarding the sheltering and care of pet animals, and undertake such improvements and/or repairs to the Shelter, so as to maintain licensure

for the Shelter from the Colorado Department of Agriculture under the Colorado Pet Animal Care and Facilities Act.

11. Contractor shall accept, shelter and provide care for all pet animals picked up, captured or otherwise originating from within the jurisdictional boundaries of the City, or delivered to the shelter by residents or employees of the City, inclusive of law enforcement personnel. The Contractor may accept animals originating outside of the City's boundary, as long as it does not impinge upon space for all animals originating in the City.

12. Contractor shall provide care for all pet animals placed in the Shelter in accordance with accepted and generally recognized good animal shelter and veterinary practices. Contractor shall have responsibility for performing euthanasia except in such emergency situations as noted in section 17.

13. Contractor shall at all times operate and maintain the Shelter in accordance with federal and state law and regulation governing the licensure and operation of pet animal facilities and/or shelters. Such licensure is to include Contractor's obtaining such license(s) as necessary to provide access to and use of controlled substances utilized in the euthanasia of pet animals.

14. Except for injured, ill or disabled pet animals that are experiencing extreme pain or suffering, all pet animals delivered to or held by Contractor under the terms of this Agreement and not reclaimed by their owner or other authorized person shall be held and cared for by Contractor for not less than the minimum holding period specified by state law before they become available for adoption or otherwise disposed of. At the time of the execution of this Agreement, such minimum holding period is five (5) days, except that Contractor may determine that the animal without identification may be disposed of in three (3) days if Contractor determines the Shelter has no additional resources to care for such pet animal, or determines that such pet animal is dangerous. As used herein, "days" means on which the Shelter is open to the public.

15. If Contractor acquires or comes into possession of a pet animal from its owner, or the authorized representative of the owner, the pet animal will become the property of Contractor at the time of transfer of the pet animal, and the pet animal may be disposed of by and at the discretion of Contractor.

16. If a pet animal is reasonably determined to be abandoned, such pet animal shall become the property of Contractor and may be disposed of by and at the discretion of Contractor.

17. Pet animals delivered to Contractor which in the opinion of a veterinarian are experiencing extreme pain or suffering may be disposed of by Contractor through euthanasia after Contractor has exhausted reasonable efforts to contact the animal's owner; however, for pet animals with identification, or whose owner is otherwise known, Contractor shall exhaust reasonable efforts to contact the animal's owner for up to twenty-four (24) hours before euthanizing the animal. Contractor may seek and obtain reasonable assistance from City's law-enforcement personnel in attempting to contact an owner as required under this provision. City may also euthanize pet animals in instances where the animal is suffering extreme pain and when communication with Contractor is not available or cannot be performed expeditiously. However, City will only perform such euthanasia after reasonable efforts to obtain a veterinarian's opinion have failed. City shall also have authority to euthanize an animal, which poses an immediate threat to an officer or others.

18. Contractor shall at no time sell, transfer, provide or make available any animal under its care to a person or private or public facility for use in medical or any other kind of research or experimentation.

19. Whenever Contractor acquires or accepts a stray or abandoned pet animal from a private person, it shall obtain as much information as reasonably available from such person, inclusive of the person's name, address and telephone number, as will allow City to investigate and follow-up the circumstances of the animal's status.

20. Nothing contained in this Agreement shall prohibit Contractor from sheltering and caring for any pet animal for any period of time beyond those minimum holding periods as otherwise established in this Agreement.

21. Contractor shall provide City Animal Control Personnel with a current key and/or lock combination with which to gain access to the Shelter during those days or hours when the Contractor's staff is off-duty.

22. Contractor shall not release a dog or cat to its owner or another authorized person without proof that such animal is currently, or will be promptly, vaccinated for rabies. Owners of unvaccinated animals will be required to purchase a pre-paid vaccination voucher at the shelter to be used at a local veterinarian within 2 weeks. If the voucher is not used within 14 days, the payment will be considered forfeited.

23. Contractor shall not release a pet animal required to be licensed by the City without proof that such animal is currently licensed. If such proof cannot be provided or produced, Contractor shall be required to sell such license. If a current rabies vaccination is not in place, reference section 22 and the Contractor shall take payment in advance for the license, which will be issued by the Contractor upon proof of the rabies vaccination. If proof of the vaccine and finalizing the license is not done within 14 days, the payment will be considered forfeited.

24. Contractor shall establish and collect fees for the impoundment and care of animals housed at the Shelter. All revenue(s) generated and/or derived from such fees shall be the property of Contractor.

25. Contractor shall not release a pet animal to its owner or other authorized person without first assessing and collecting from such person fees and charges for the impoundment and care of the animal and any required vaccination or license fees if applicable (sections 22 and 23). If there is an outstanding citation for a violation of any municipal animal control or licensing ordinance with regard to the animal, Contractor shall advise and direct the owner to immediately contact City for purposes of satisfying same and shall provide the owner with the appropriate address and telephone number. If an owner comes forward to claim animal with no prior identification, the animal will be held pending identification of the owner and issuance of any required citations.

26. Contractor shall not release or dispose of any pet animal placed in its care by City for quarantine purposes absent direction and written authorization from City.

27. Contractor shall establish and collect fees for the adoption of pet animals and shall not release for adoption, or adopt out, any dog or cat that is not spayed or neutered; except that persons adopting puppies or kittens that are deemed too young for spaying or neutering shall be required to sign a Spay/Neuter Agreement and deposit as established by the Pet Animal Care Facilities Act.

28. Contractor shall provide a shelter manager to oversee shelter operations, protocols and medical care decisions not less than twenty (20) hours per week, Monday through Friday, and a part-time caretaker for weekends, holidays and emergencies. The shelter manager and caretaker shall be employees of the Contractor, and Contractor shall provide workers' compensation insurance, unemployment insurance and make all wage withholdings as required by all federal, state and local taxing authorities.

29. Contractor shall implement a Shelter Volunteer Program to facilitate good and regular animal care, and to provide socialization and behavioral training for animals so as to enhance their adoptability.

30. Contractor shall make the Shelter open to the public a minimum of twenty (20) hours per week, Monday through Saturday.

31. Contractor shall maintain contemporaneous and accurate records of the total number, type and sex of all animals impounded at the Shelter, the number of animals brought to the shelter by owners and/or citizens, and those brought to the Shelter by City personnel; the total number and type of animals reclaimed by their owner(s) and the total number of animals euthanized. Contractor shall also maintain and make available such records as reasonably requested by City.

IMPOUNDING PROCEDURES FOR STRAY ANIMALS

32. Stray or abandoned pet animals impounded by law enforcement:

a. The officer delivering the animal to the Shelter shall complete an impound form used by Contractor.

b. After admission of the animal to the facility, Contractor shall undertake reasonable efforts to determine the owner of the animal and, if the owner is known, take reasonable steps to notify the owner of the animal's location and status. City shall provide Contractor reasonable assistance in efforts to identify the animal's owner.

33. Stray or abandoned pet animals delivered by private parties:

a. The person delivering the animal to the Shelter shall complete the Stray Animal form used by Contractor.

b. Contractor shall obtain the name, address, telephone number, driver's license number, if any, and signature of the person delivering the animal.

c. Contractor shall undertake reasonable efforts to determine the owner of the animal and, if the owner is known, take reasonable steps to notify the owner of the animal's location and status.

City shall provide Contractor reasonable assistance in efforts to identify the animal's owner.

34. Private parties wishing to forfeit their own animals shall be placed on a "as space allows" waiting list for admission to the Shelter. Animals shall be accepted as space becomes available in the order as entered on the admissions waiting list.

35. Injured, disabled or ill animals shall be evaluated by Contractor upon admission to the Shelter to determine whether emergency veterinarian examination, care or treatment is reasonably necessary. Contractor shall be responsible for the reasonable costs of emergency treatment deemed necessary by the licensed veterinarian to stabilize an injured or ill pet animal when there is no known owner for the animal, or when a known owner cannot be located in sufficient time to authorize such emergency treatment in advance. The owner of any animal receiving emergency treatment shall ultimately be responsible to pay the cost for all emergency treatment or care provided the animal, and/or reimburse Contractor therefore, which cost or reimbursement shall be paid upon the owner reclaiming the animal unless alternative payment arrangements are made in writing with Contractor.

36. Except as otherwise provided for in this Agreement, Contractor may, within its discretion, dispose of any pet animal not reclaimed or adopted upon the expiration of the required holding period.

37. Impounded animals which in the professional opinion of a veterinarian are experiencing extreme pain or suffering may be euthanized immediately after Contractor has exhausted reasonable efforts to contact the animal's owner, if known.

38. Any impounded animal which is known, or is reasonably suspected, to have bitten or injured any person so as to cause an abrasion or puncture of the skin; or any animal which, in the opinion of a licensed veterinarian or City, reasonably appears to be afflicted with rabies, shall be closely confined by Contractor for a period of not less than ten (10) days, or for such longer or shorter period as designed by City or the Colorado Department of Public Health and Environment. City shall be responsible for carrying out rabies quarantine protocols and shall promptly notify the appropriate health officer or office of the Colorado Department of Public Health and Environment of every impounded animal known or suspected of having rabies. Regular impound rates will apply.

COMPENSATION

39. City shall pay to Contractor the sum of Twenty-five Thousand dollars (\$25,000.00) for all shelter services delivered by Contractor under this Agreement. The Contractor shall also receive all proceeds from the sale of City Licenses. All financial commitments made by the City within this Agreement are subject to Section 51 of this Agreement.

INSURANCE

40. Contractor shall at all times during the term(s) of this Agreement maintain a policy or policies of general public liability and property casualty insurance insuring itself, the City, and the Leased Premises from any and all claims, injuries, damages, casualties and losses of any kind whatsoever, including death, as may arise from the Contractors errors, omissions, negligence, operations

or activities committed or occurring while performing under this Agreement. Such insurance shall act as primary insurance for the Leased Premises, be issued by a company authorized to do business in Colorado, and be in amounts for general liability purposes not less than those liability limits for governmental entities established under the Colorado Governmental Immunity Act, C.R.S. s24-10-114, as amended. Currently, such limits are \$150,000.00 per person and \$600,000.00 in the aggregate per occurrence. City shall be named as a co-insured or additional insured on all insurance policies required under this paragraph. Contractor, upon request, shall furnish City written confirmation of such insurance policy or policies and the effective dates thereof.

41. Contractor shall not be responsible for damage or destruction to the Leased Premises beyond its cause or control. In the event the Leased Premises are damaged or destroyed by causes determined to be within Contractor's control, normal wear and tear excepted, Contractor shall promptly repair, restore, or rebuild same to the condition and operational status as existed prior to such damage or destruction utilizing the proceeds from the insurance policy or policies required hereunder. Alternatively, Contractor may choose to terminate this Agreement and vacate the Leased Premises, subject to Contractor repairing and restoring said premises to the conditions existing thereon at the time Contractor first entered onto same. Contractor may also terminate the Agreement if the Leased Premises are destroyed or damaged as the result of causes beyond its control and City fails to promptly reconstruct or repair same.

DEFAULT

42. If Contractor violates any of the terms or conditions herein contained, and continues in such violation(s) for a period of ninety (90) days after written notice thereof by certified mail from the City to Contractor, then City shall have the option to declare this Agreement terminated and the lease of the Leased Premises forfeited, whereupon Contractor shall immediately and peaceably surrender possession and vacate the Leased Premises. The City's written notice shall specify the provision(s) of the Agreement violated, the information available to the City upon which is relied in concluding that a violation exists, and the action required of Contractor to cure the violation.

43. If City violates any of the terms or conditions herein contain, and continues in such violation(s) for a period of ninety (90) days after written notice thereof by certified mail from Contractor to City, excepting a failure to timely make a payment to Contractor as required hereunder, then Contractor shall have the option to declare this Agreement terminated and vacate the Leased Premises while removing its property therefrom. In the event a default should arise from the City's failure to timely make a payment to Contractor as required hereunder, then Contractor may, at its option, deem this Agreement terminated fourteen (14) days after notice of such default by Contractor to City, and vacate the Leased Premises.

CITY'S ADDITIONAL OBLIGATIONS AND CRUELTY/ABUSE INVESTIGATIONS

44. City shall throughout the term of this Agreement continue to manage and operate the City's Animal Control Program, inclusive of the provisions and maintenance of animal control vehicles. City shall also maintain exclusive authority with regard to the legal disposition of dangerous and/or vicious animals.

45. City shall have sole responsibility to investigate and prosecute vicious, animal abuse and neglect cases.

TERM OF AGREEMENT-RENEWAL TERMS

46. The term of this Agreement shall be one (1) year commencing from the date first written above. The Agreement shall automatically renew from year to year. Either party to this Agreement can terminate the Agreement upon sixty (60) days notice. During the sixty (60) days, the parties agree to meet and confer regarding the termination of the Agreement. In the event the parties cannot agree otherwise then the Contractor shall peaceably surrender and vacate the Leased Premises at the conclusion of the term, unless the parties agree in writing to continue Contractor's services on a month-to-month basis.

GENERAL TERMS

47. Additions to or modifications on this agreement may only be made and become effective upon subsequent written Agreement executed by both parties.

48. To the extent this Agreement calls for or requires the expenditure of public funds by City beyond the current fiscal year, such expenditure(s) shall be subject to and dependent upon duly adopted annual appropriations by the City Council for the City of Trinidad. In the event the City Council, within its discretion, fails to adopt and authorize sufficient appropriations to fund this Agreement in or for any given fiscal year, then the Agreement shall automatically terminate and the parties shall be fully relieved of their respective rights and obligations hereunder.

49. Contractor shall provide all services to City under this Agreement as an independent contractor and not as an employee or agent of the City. Contractor shall defend, and indemnify and hold the City, its employees and officers, harmless from any claims, damages, or injuries of any kind whatsoever that may be asserted or arise from the acts, errors or omissions committed, or allegedly committed, by Contractor and/or its employees or agents in performing the services under this Agreement. Notwithstanding the foregoing, Contractor shall not be obligated to defend or indemnify City for claims or losses arising from the negligence, errors or omissions of City or its employees or officers. Nothing in this paragraph is intended or shall be construed to waive or lessen the protections and limitations provided to the City under the Colorado Governmental Immunity Act or any other law.

50. The following persons will serve as the parties' contact persons purpose of providing notice(s) or authorizations as called for under this Agreement.

For Contractor
Kim Riddle, Executive Director
Noah's Ark Animal Welfare Association
P.O. Box 478, Trinidad, CO 81082
(719) 680-2385

For City
Gabriel Engeland, City Manager
City of Trinidad
P.O. Box 880, Trinidad, CO 81082
(719) 846-9843

51. This Agreement constitutes the entire understanding and Agreement between the parties and supersedes any prior Agreement(s) or understanding(s) between them relating to the subject matter hereof.

52. This Agreement shall not become effective or be valid absent the approval of same by the City Council for the City of Trinidad by duly passed ordinance, a copy of which shall be appended hereto.

IN WITNESS WHEREOF the parties have executed this Agreement by the authorized signatures as listed below.

For Noah's Ark Animal Welfare Association

For the City of Trinidad

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST:

Audra Garrett, City Clerk

State of Colorado }
 } ss.
County of Las Animas }

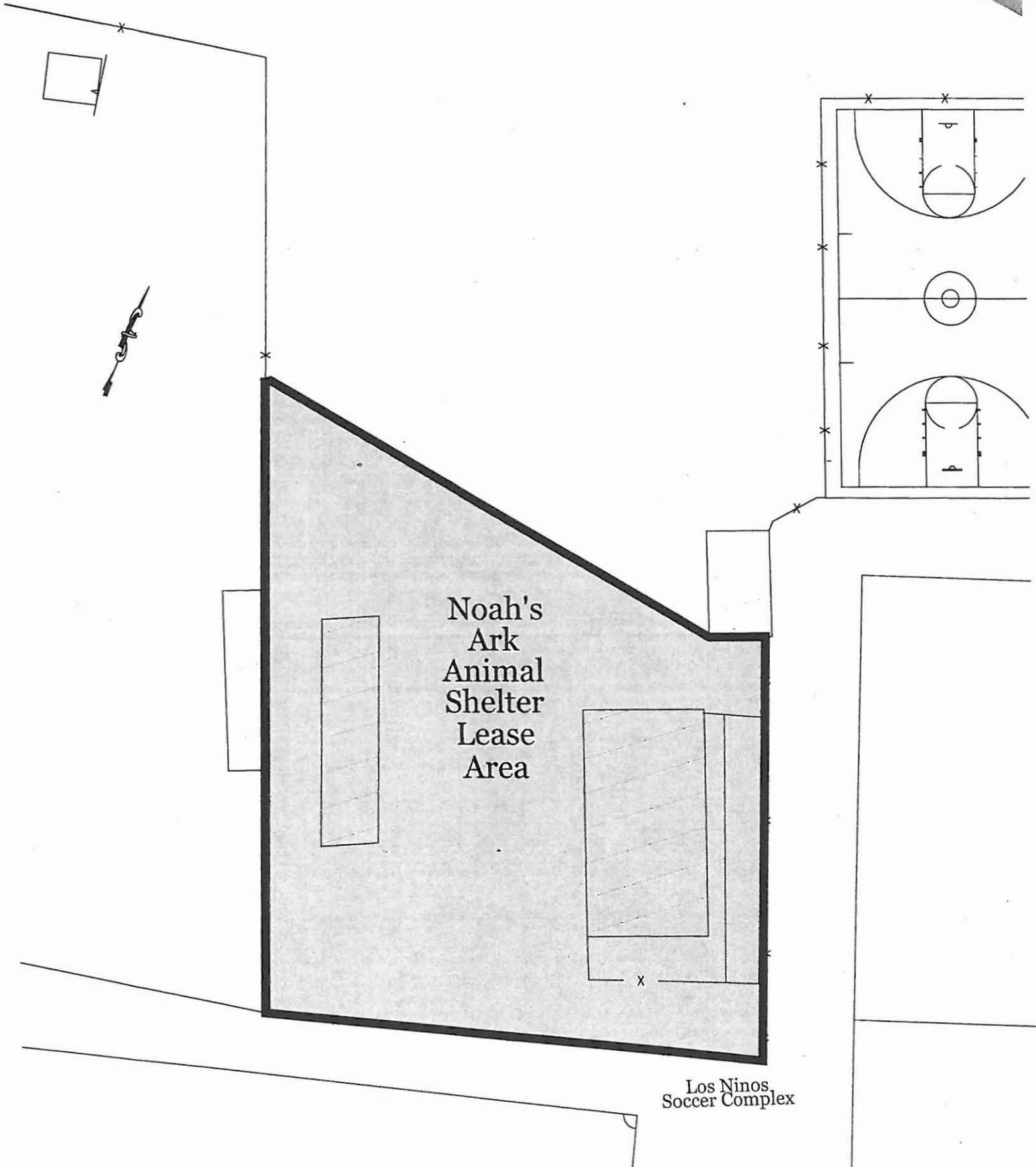
Subscribed and sworn to before me by _____, as
_____ of Noah's Ark Animal Welfare Association, on this _____ day of
_____, 2015.

My Commission Expires: _____

Notary Public

Riverwalk

EXHIBIT 1
SITE PLAN



Noah's
Ark
Animal
Shelter
Lease
Area

Los Ninos
Soccer Complex

**ANIMAL SHELTER SERVICE CONTRACT
AND LEASE AGREEMENT**

**Instrument Book Page
200300666318 OR 1026 1910**

This Agreement is entered into between the City of Trinidad, Colorado, a municipal corporation (hereinafter "City"), and Noah's Ark Animal Welfare Association, Inc., a Colorado non-profit corporation, 244 North Chestnut, Trinidad, CO 81082 (hereinafter "Contractor"), in Trinidad, Colorado, to be effective on April 15, 2003 (the "Commencement Date").

WHEREAS, City presently operates a municipal facility for the confinement and care of stray, abandoned, lost and unwanted pet animals as part of the City's animal control responsibilities; and

WHEREAS, given its limited staff and other resources, City desires to privatize the sheltering and care of stray and lost or abandoned animals in an effort to improve the delivery of humane animal care services, the reunification of pet animals with their owners, and the placement of abandoned yet adoptable pet animals with new owners; and

WHEREAS, City desires to retain and employ the services of Contractor as an experienced animal protection and care provider and to assume the operation of the City's animal shelter facilities.

NOW, THEREFORE, in consideration of the promises, terms and conditions as set forth below, and for good and valuable consideration, the adequacy and receipt of same, which are hereby acknowledged by both parties, it is agreed as follows:

LEASE OF SHELTER FACILITIES

1. Effective upon the Commencement Date of this Agreement, City does continue to convey possession and lease to Contractor City's animal shelter facilities situated at 244 North Chestnut, Trinidad, Colorado (the "Shelter"), inclusive of the animal shelter building, kennel facilities, and all that land currently enclosed with fencing appurtenant to the shelter building (Parcel A), plus those unsubdivided parcels of land to the west and north of the shelter building as identified and illustrated as Parcels B and C, respectively, on the attached Trinidad Shelter Site Plan (the "Site Plan"), which plan is incorporated herein and made a part hereof as Exhibit 1 (collectively known as the "Leased Premises").
2. The term of the lease for the Leased Premises as herein provided shall correspond to the term of this Agreement .
3. Contractor shall pay to City rent at the rate of one dollar (\$1.00) per year for each year, or part thereof, Contractor occupies and operates the Leased Premises under the terms of this Agreement.
4. City shall pay Contractor the sum of fifteen hundred dollars (\$1,500) for payment of gas and electricity, serving the Leased Premises, and shall provide or pay for trash pickup and dead animal disposal. City shall continue the current arrangement with City maintenance regarding water/sewage expenses.
5. Contractor shall keep the Leased Premises in a safe and good operating

condition, normal wear and tear accepted, and shall maintain a clean and sanitary environment in and around the Shelter consistent with established health and sanitation standards applicable to pet animal facilities under Colorado law.

IMPROVEMENTS TO SHELTER FACILITIES

6. Permanent and/or fixed improvements shall, upon completion, become the property of the City and shall be included in the Leased Premises. Non-permanent improvements (i.e., cat cages, outdoor dog houses, mobile office units and/or storage sheds, moveable kennels and cages, chain link fencing and gates) shall be and remain the personal property of Contractor and upon the expiration or other termination of the Agreement shall be removed from the Leased Premises, and the Leased Premises shall be restored to their original pre-lease condition, normal wear and tear excepted.

7. All improvements made by Contractor under the terms of this Agreement shall comply with all zoning, building and/or other applicable codes or regulations pertinent thereto. In the event any real property or other taxes are assessed and become due on such improvements or the Leased Premises as a result of Contractor's occupancy and use of same, Contractor shall timely pay such taxes, subject to any appeal or relief from same as may be provided by law.

8. It is the desire, intention and goal of the City and Contractor that improvements undertaken to the Shelter and shelter facilities shall be directed at bringing the facilities into compliance with all standards and/or requirements applicable to a licensed pet animal facility or pound under the Colorado Pet Animal Care and Facilities Act, C.R.S. §§ 35-80-101, *et seq.*, as amended.

SHELTER LICENSURE AND SERVICES

9. The following terms when used in this section or otherwise in this Agreement shall mean as follows:

Days means days during which the Shelter is open to the public.

Dispose or *disposition* means adoption of a pet animal, return of a pet animal to its owner, release of a pet animal to an animal rescuer group licensed under Colorado law, release of a pet animal to a licensed pet animal care facility or rehabilitator, or euthanasia.

Euthanasia means to produce a human death by means accepted and/or endorsed by the American Veterinary Medical Association.

Pet animal means dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, or any other species of domesticated warm-blooded animal sold, transferred, owned or retained for the purpose of being kept as a companion or household pet, except livestock.

Livestock means cattle, horses, mules, burros, sheep, poultry, swine, llama and goats, regardless of use, and any animal that is used for working purposes on a farm or ranch, and any other animal designated by the Colorado Commissioner of Agriculture, which animal is raised for food or fiber production.

10. Contractor will maintain such policies and procedures regarding the sheltering and care of pet animals, and undertake such improvements and/or repairs to the Shelter, so as to maintain licensure for the Shelter from the Colorado Department of Agriculture under the Colorado Pet Animals Care and Facilities Act.

11. Contractor shall accept, shelter and provide care for all pet animals picked-up, captured or otherwise originating from within the jurisdictional boundaries of the City, or delivered to the Shelter by residents or employees of the City, inclusive of law enforcement personnel. Notwithstanding the foregoing, Contractor shall not knowingly accept animals originating beyond the City's boundaries or owned by non-City residents.

12. Contractor shall provide care for all pet animals placed in the Shelter in accordance with accepted and generally recognized good animal shelter and veterinary practices. Contractor shall have responsibility for performing euthanasia except in such emergency situations as noted in Section 17 and 46 below.

13. Contractor shall at all times operate and maintain the Shelter in accordance with federal and state law and regulation governing the licensure and operation of pet animal facilities and/or shelters. Such licensure is to include Contractor's obtaining such license(s) as necessary to provide access to and use of controlled substances utilized in the euthanasia of pet animals.

14. Except for injured, ill or disabled pet animals that are experiencing extreme pain or suffering, all pet animals delivered to or held by Contractor under the terms of this Agreement and not reclaimed by their owner or other authorized person shall be held and cared for by Contractor for not less than the minimum holding period specified by state law before they become available for adoption or otherwise disposed of. At the time of the execution of this Agreement, such minimum holding period is five (5) days, except that Contractor may determine that a pet animal without identification may be disposed of in three (3) days if Contractor determines the Shelter has not additional resources to care for such pet animal, or determines that such pet animal is dangerous. As used herein, "days" means on which the Shelter is open to the public.

15. If Contractor acquires or comes into possession of a pet animal from its owner, or the authorized representative of the owner, the pet animal will become the property of Contractor at the time of transfer of the pet animal, and the pet animal may be disposed of by and at the discretion of Contractor.

16. If a pet animal is reasonably determined to be abandoned, such pet animal shall become the property of Contractor and may be disposed of by and at the discretion of Contractor.

17. Pet animals delivered to Contractor which in the opinion of a veterinarian are experiencing extreme pain or suffering may be disposed of by Contractor through euthanasia after Contractor has exhausted reasonable efforts to contact the animal's owner; however, for pet animals with identification, or whose owner is otherwise known, Contractor shall exhaust reasonable efforts to contact the animal's owner for up to twenty-four (24) hours before euthanizing the animal. Contractor may seek and obtain reasonable assistance from City's law enforcement personnel in attempting to contact an owner as required under this provision. City may also euthanize pet animals in instances where the animal is suffering extreme pain and when communication with Contractor is not available or cannot be performed expeditiously. However,

City will only perform such euthanasia after reasonable efforts to obtain a veterinarian's opinion have failed. City shall also have authority to euthanize an animal, which poses an immediate threat to an officer or others.

18. Contractor shall at no time sell, transfer, provide or make available any animal under its care to any person or private or public facility for use in medical or any other kind of research or experimentation.

19. Contractor shall not participate in the practice commonly known as "red-tagging," which, for purposes of this Agreement, means the placement of a healthy, amiable pet animal in isolation without affording an opportunity for the animal to be adopted.

20. Whenever Contractor acquires or accepts a stray or abandoned pet animal from a private person, it shall obtain as much information as reasonably available from such person, inclusive of the person's name, address and telephone number, as will allow City to investigate and follow-up the circumstances of the animal's status.

21. Nothing contained in this Agreement shall prohibit Contractor from sheltering and caring for any pet animal for any period of time beyond those minimum holding periods as otherwise established in this Agreement.

22. Contractor shall provide City Animal Control Personnel with a current key and/or lock combination with which to gain access to the Shelter during those days or hours when the Contractor's staff is off-duty.

23. Contractor shall not release a dog or cat to its owner or another authorized person without proof that such animal is currently, or will be promptly, vaccinated for rabies. Owners of unvaccinated animals will be required to present evidence of a prepaid vaccination and a scheduled appointment date with a veterinarian for having the animal vaccinated.

24. Contractor shall not release a pet animal required to be licensed by City without proof that such animal is currently licensed. If such proof cannot be provided or produced, Contractor shall instruct the animal's owner to obtain such license, and Contractor shall maintain the care and custody of the animal until the owner returns with proof that such license has been obtained.

25. Contractor shall establish and collect fees for the impoundment and care of animals housed at the Shelter. All revenue(s) generated and/or derived from such fees shall be the property of Contractor.

26. Contractor shall not release a pet animal to its owner or other authorized person without first assessing and collecting from such person fees and charges for the impoundment and care of the animal. If there is an outstanding citation for a violation of any municipal animal control or licensing ordinance with regard to the animal, Contractor shall advise and direct the owner to immediately contact City for purposes of satisfying same and shall provide the owner with the appropriate address and telephone number. If an owner comes forward to claim an animal with no prior identification, the animal will be held pending identification of the owner and issuance of any required citations.

27. Contractor shall not release or dispose of any pet animal placed in its care by City for quarantine purposes absent direction and written authorization from City.

28. Contractor shall establish and collect fees for the adoption of pet animals and shall not release for adoption, or adopt out, any dog or cat that is not spayed or neutered; except that persons adopting puppies or kittens that are deemed too young for spaying or neutering shall be required to sign an agreement specifying that (i) they shall have the animal spayed or neutered, (ii) the veterinarian that will perform the procedure, (iii) the anticipated date for the procedure, and (iv) a release of information authorizing Contractor to verify with the veterinarian that the procedure was performed. Persons adopting non-spayed/neutered puppies and kittens shall also pay a deposit in an amount established by Contractor, which amount shall be returned to the pet owner, without interest, upon proof that the puppy or kitten has been spayed or neutered. If proof that an adopted puppy or kitten has been spayed or neutered is not provided to Contractor within ninety (90) days after payment of the deposit, then such deposit shall be automatically forfeited and become the property of Contractor. Contractor shall prepare and provide an appropriate written notice regarding the spay/neuter deposit to persons adopting puppies and kittens.

29. Contractor shall provide a shelter manager to oversee shelter operations, protocols and medical care decisions not less than twenty (20) hours per week, Monday through Friday, and a part-time caretaker for weekends, holidays and emergencies. The shelter manager and caretaker shall be employees of the Contractor, and Contractor shall provide workers' compensation insurance, unemployment insurance and make all wage withholdings as required by all federal, state and local taxing authorities.

30. Contractor shall implement a Shelter Volunteer Program to facilitate good and regular animal care, and to provide socialization and behavioral training for animals so as to enhance their adoptability.

31. Contractor will provide an animal care/shelter Hot Line, Adoption Program, Foster Home Program and an animal Spay/Neuter Program.

32. Contractor shall make the Shelter open to the public a minimum of twenty (20) hours per week, Monday through Saturday.

33. Contractor shall maintain contemporaneous and accurate records of the total number, type and sex of all animals impounded at the Shelter, the number of animals brought to the Shelter by owners and/or citizens, and those brought to the Shelter by City personnel; the total number and type of animals reclaimed by their owner(s) and the total number of animals euthanized. Contractor shall also maintain and make available such records as reasonably requested by City.

IMPOUNDING PROCEDURES FOR STRAY ANIMALS

34. Stray or abandoned pet animals impounded by law enforcement or other City personnel:

a. The officer or employee delivering the animal to the Shelter shall complete an impound form used by Contractor.

b. After admission of the animal to the facility, Contractor shall undertake reasonable efforts to determine the owner of the animal and, if the owner is known, take reasonable steps to notify the owner of the animal's location and status. City shall provide Contractor reasonable assistance in efforts to identify the animal's owner.

35. Stray or abandoned pet animals impounded by private parties:

a. The person delivering the animal to the Shelter shall complete the impound form used by Contractor.

b. Contractor shall obtain the name, address, telephone number, driver's license number, if any, and signature of the person delivering the animal.

c. Contractor shall undertake reasonable efforts to determine the owner of the animal and, if the owner is known, take reasonable steps to notify the owner of the animal's location and status. City shall provide Contractor reasonable assistance in efforts to identify the animal's owner.

36. Private parties wishing to forfeit their own animals shall be placed on a "as space allows" waiting list for admission to the Shelter. Animals shall be accepted as space becomes available in the order as entered on the admissions waiting list.

37. Injured, disabled or ill animals shall be evaluated by Contractor upon admission to the Shelter to determine whether emergency veterinarian examination, care or treatment is reasonably necessary. Contractor shall be responsible for the reasonable costs of emergency treatment deemed necessary by the licensed veterinarian to stabilize an injured or ill pet animal when there is no known owner for the animal, or when a known owner cannot be located in sufficient time to authorize such emergency treatment in advance. The owner of any animal receiving emergency treatment shall ultimately be responsible to pay the cost for all emergency treatment or care provided the animal, and/or reimburse Contractor therefore, which cost or reimbursement shall be paid upon the owner reclaiming the animal unless alternative payment arrangements are made in writing with Contractor.

38. Except as otherwise provided for in this Agreement, Contractor may, within its discretion, dispose of any pet animal not reclaimed or adopted upon the expiration of the required holding period.

39. Impounded animals which in the professional opinion of a veterinarian are experiencing extreme pain or suffering may be euthanized immediately after Contractor has exhausted reasonable efforts to contact the animal's owner, if known. For animals with identification, or whose owner is otherwise known, Contractor shall exercise reasonable efforts to contact the animal's owner for up to twenty-four (24) hours before the animal may be euthanized.

40. Any impounded animal which is known, or is reasonably suspected, to have bitten or injured any person so as to cause an abrasion or puncture of the skin; or any animal which, in the opinion of a licensed veterinarian or City, reasonably appears to be afflicted with rabies, shall be closely confined by Contractor for a period of not less than ten (10) days, or for such longer or shorter period as designed by City or the Colorado Department of Public Health and Environment. City shall be responsible for carrying out rabies quarantine protocols and shall promptly notify the appropriate health officer or office of the Colorado Department of Public Health and Environment of every impounded animal known or suspected of having rabies.

COMPENSATION

41. City shall pay to Contractor the maximum sum of Nine Thousand Two

Hundred dollars (\$9,200.00) for all shelter services delivered by Contractor under this Agreement. Such payment shall be made in equal monthly installments over the term of this Agreement and any extension thereof. City shall provide for the payment of gas and electricity as noted in paragraph 4. All financial commitments made by the City within this Agreement are subject to Section 51 of this Agreement.

INSURANCE

42. Contractor shall at all times during the term(s) of this Agreement maintain a policy or policies of general public liability and property casualty insurance insuring itself, the City, and the Leased Premises from any and all claims, injuries, damages, casualties and losses of any kind whatsoever, including death, as may arise from the Contractor's errors, omissions, negligence, operations or activities committed or occurring while performing under this Agreement. Such insurance shall act as primary insurance for the Leased Premises, be issued by a company authorized to do business in Colorado, and be in amounts for general liability purposes not less than those liability limits for governmental entities established under the Colorado Governmental Immunity Act, C.R.S. §24-10-114, as amended. Currently, such limits are \$150,000.00 per person and \$600,000.00 in the aggregate per occurrence. City shall be named as a co-insured or additional insured on all insurance policies required under this paragraph. Contractor, upon request, shall furnish City written confirmation of such insurance policy or policies and the effective dates thereof. Casualty coverage shall reasonably reflect the reasonable replacement cost of the Shelter.

43. Contractor shall not be responsible for damage or destruction to the Leased Premises beyond its cause or control. In the event the Lease Premises are damaged or destroyed by causes determined to be within Contractor's control, normal wear and tear excepted, Contractor shall promptly repair, restore, or rebuild same to the condition and operational status as existed prior to such damage or destruction utilizing the proceeds from the insurance policy or policies required hereunder. Alternatively, Contractor may chose to terminate this Agreement and vacate the Leased Premises, subject to Contractor repairing and restoring said premises to the conditions existing thereon at the time Contractor first entered onto same. Contractor may also terminate the Agreement if the Leased Premise are destroyed or damaged as the result of causes beyond its control and City fails to promptly reconstruct or repair same.

DEFAULT

44. If Contractor violates any of the terms or conditions herein contained, and continues in such violation(s) for a period of ninety (90) days after written notice thereof by certified mail from the City to Contractor, then City shall have the option to declare this Agreement terminated and the lease of the Leased Premises forfeited, whereupon Contractor shall immediately and peaceably surrender possession and vacate the Leased Premises. The City's written notice shall specify the provision(s) of the Agreement violated, the information available to City upon which is relied in concluding that a violation exists, and the action required of Contractor to cure the violation.

45. If City violates any of the terms or conditions herein contained, and continues in such violation(s) for a period of ninety (90) days after written notice thereof by certified mail from Contractor to City, excepting a failure to timely make a payment to Contractor as required hereunder, then Contractor shall have the option to declare this Agreement terminated and vacate the Leased Premises while removing its property therefrom. In the event a default should arise from the City's failure to timely make a payment to Contractor as required hereunder, then

Contractor may, at its option, deem this Agreement terminated fourteen (14) days after notice of such default by Contractor to City, and vacate the Leased Premises.

CITY'S ADDITIONAL OBLIGATIONS AND CRUELTY/ABUSE INVESTIGATIONS

46. City shall throughout the term of this Agreement continue to manage and operate the City's Animals Control Program, inclusive of the provision and maintenance of animal control vehicles. City shall also maintain exclusive authority with regard to the disposition of dangerous and/or vicious animals.

47. City shall have sole responsibility to investigate and prosecute animal abuse and neglect cases.

PERFORMANCE REVIEW

48. A performance review shall be conducted between City and Contractor every sixty(60) days. The performance review shall be undertaken by a committee, which shall consist of two City Councilmembers, the Police Chief and an Animal Control Officer and two members of Contractor's association. During the review the quality of the performance of both parties under the Agreement shall be assessed.

TERM OF AGREEMENT – RENEWAL TERMS

49. The term of this Agreement shall be one (1) year commencing from the date first written above. The Agreement shall automatically renew from year to year. Either party to this Agreement can terminate the Agreement upon sixty (60) days notice. During the sixty (60) days, the parties agree to meet and confer regarding the termination of the Agreement. In the event the parties cannot agree otherwise then the Contractor shall peaceably surrender and vacate the Leased Premises at the conclusion of the term, unless the parties agree in writing to continue Contractor's services on a month-to-month basis.

GENERAL TERMS

50. Additions to or modification of this Agreement may only be made and become effective upon subsequent written Agreement executed by both parties.

51. To the extent this Agreement calls for or requires the expenditure of public funds by City beyond the current fiscal year, such expenditure(s) shall be subject to and dependent upon duly adopted annual appropriations by the City Council for the City of Trinidad. In the event the City Council, within its discretion, fails to adopt and authorize sufficient appropriations to fund this Agreement in or for any given fiscal year, then the Agreement shall automatically terminate and the parties shall be fully relieved of their respective rights and obligations hereunder.

52. Contractor shall provide all service to City under this Agreement as an independent contractor and not as an employee or agent of the City. Contractor shall defend, indemnify and hold the City, its employees and officers, harmless from any claims, damages, or injuries of any kind whatsoever that may be asserted or arise from the acts, errors or omissions committed, or allegedly committed, by Contractor and/or its employees or agents in performing the services under this Agreement. Notwithstanding the foregoing, Contractor shall not be obligated to defend or indemnify City for claims or losses arising from the negligence, errors or omissions of City or its employees or officers. Nothing in this paragraph is intended or shall be construed to

waive or lessen the protections and limitations provided to the City under the Colorado Governmental Immunity Act or any other law.

53. The following persons will serve as the parties' contact persons for purpose of providing notice(s) or authorizations as called for under this Agreement:

For Contractor

For City

Paula Manini

Diane Gledhill, President

Jim Soltis, City Manager

P.O. Box 478

P.O. Box 880

(719) 846-9070

(719) 846-9843 (719) 846-4140

President

Title

City Manager

Title

54. This Agreement constitutes the entire understanding and Agreement between the parties and supersedes any prior Agreement(s) or understanding(s) between them relating to the subject matters hereof.



COUNCIL COMMUNICATION

CITY COUNCIL WORKSESSION: May 26, 2015
PREPARED BY: Linda Vigil
PRESENTER: Mike Valentine, PW/Util. Director
DEPT. HEAD SIGNATURE: 
CITY MANAGER SIGNATURE:

SUBJECT: Consideration of the RFP (Request for Proposal) received from Short Elliott Hendrickson, Inc. (SEH, Inc.) for the design work at Five Points Roundabout.

RECOMMENDED CITY COUNCIL ACTION: Forward to Regular Meeting on June 2, 2015 for approval

SUMMARY STATEMENT: The 5-point intersection at Arizona Ave., Colorado Ave., Commercial St., and I-25 at Exit 14 has been a traffic safety issue from its initial construction. Solutions have been to control traffic with lights which led to confusion and traffic accidents. The current solution has been to make Arizona Ave a one-way street, which worked well enough until we lost the segment of Pine St. due to new I-25 alignment. In order to make 5-points intersection functional and return Arizona Ave. to a two-way traffic roundabout configuration is being proposed. The city is a recipient of a grant from the Energy Impact Assistance Fund (DOLA) for the amount of \$75,000 and city would need to utilize \$25,000 capital improvement project (CIP) funds. RFP's were solicited and received from four (4) engineering firms for the design work at the Five Points Roundabout Project. Of the four engineering firms, Short Elliott Hendrickson, Inc. (SEH, Inc.) was selected unanimously among city staff based on their presentation and the low design cost of \$97,540.

EXPENDITURE REQUIRED: \$97,540

SOURCE OF FUNDS: \$75,000 in DOLA grant funds and \$25,000 in capital improvement funds appropriated in the 2015 City Budget

POLICY ISSUE: N/A

ALTERNATIVE: City Council could decide not to complete the design work for the project nor utilize the designated CIP funds for the design.

BACKGROUND INFORMATION:

RFP's were reviewed by city staff and interviews conducted among the four engineering firms for the project. Of the four firms, staff selected Short Elliott Hendrickson, Inc. (SEH, Inc.) based on their presentation and low design cost of \$97,540. The city has been awarded grant funds from the Energy Impact Assistance Fund (DOLA) for the amount of \$75,000 and the remaining cost would be allocated from the \$25,000 capital improvement project (CIP) funds.

CONTACT FOR INFORMATION:

Mike Valentine, Public Works/Utilities Director
(719) 846-9843, ext. 122

BID SUMMARIES

COMMERCIAL STREET PHASE III-FIVE POINTS ROUNDABOUT

Wilson & Company

5755 Mark dabbling Blvd. Suite 200

Colorado Springs, CO 80919

Total Estimate: \$134,554

JR Engineering

7200 South Alton Way, Suite C400

Centennial, CO 80112

Total Estimate: \$102,135

SEH Inc.

503 North Main Street

Suite 225, Thatcher Building

Pueblo, CO 81003-3138

Total Estimate: \$97,540

SGM

225 East 2nd Street

Salida, CO 81201

Total Estimate: \$104,395



COUNCIL COMMUNICATION

8

CITY COUNCIL MEETING: May 26, 2015 Work Session
PREPARED BY: Chief Glorioso
PRESENTER: Chief Glorioso
DEPT. HEAD SIGNATURE: 
CITY MANAGER SIGNATURE:

SUBJECT: Presentation of the CodeRED Notification System, the local emergency warning system

RECOMMENDED CITY COUNCIL ACTION: This is informational only

SUMMARY STATEMENT: Local emergency warning system

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Public Safety

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The E911 Authority Board initiated the CodeRED system in 2009 and pays for the CodeRED service in Las Animas County. It is run through the Trinidad Police Department Communications Center and is being upgraded in June, 2015.

We have used the CodeRED system to notify residents of the fire near Simpson's Rest, a missing person from the Legacy nursing home, gas line breaks in Aguilar and multiple wildfires throughout the county.

In an emergency, our Communications Director or a dispatcher records a message with the necessary information. The system will then call all phone numbers in the designated area and play the message. The CodeRED system will leave the message on a voicemail or answering machine.

The Trinidad Police Department Communications Center receives an update of phone numbers from CenturyLink every quarter. There is a note at the bottom of the City utility bills for people to contact the Police Department to be added to the service.

With the upgrade, a link will be added to the City of Trinidad website to allow people to sign up online for the service. They will be able to register cell phone numbers and to request text notifications as well as email notifications.

CONTACT FOR INFORMATION:

Chief Charles Glorioso
(719) 846-4441

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CodeRED Community Notification Enrollment

trinidad.co.gov

Please direct additional questions to

Trinidad Police Department
719-846-4441

Have an iPhone or Android smartphone? Receive CodeRED alerts directly on your cell phone with the CodeRED Mobile Alert app.

Free download on the App Store and Google Play.
Or, just scan the barcode below.



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Understanding the CodeRED Notification System

CODERED

What is CodeRED and why is it important to me? CodeRED is an emergency notification service that allows emergency officials to notify residents and businesses by telephone, cell phone, text message, email and social media regarding time-sensitive general and emergency notifications. Only authorized officials have access to the CodeRED system.

When will CodeRED be used? Any message regarding the safety, property or welfare of the community will be disseminated using the CodeRED system. These may include AMBER alerts, notifications of hazardous traffic or road conditions, boil water advisories or evacuation notices.

Does the CodeRED system replace other systems that have been used to provide time-sensitive information to residents? This system is an enhancement to existing means of communication and is meant to supplement current or past systems used for mass notification.

Does the CodeRED system already have my telephone number, or do I need to sign up to receive CodeRED notifications? The CodeRED database contains information received from public databases, including regional phonebooks. However, no resident should assume that their information is in the system. The home page of the City of Trinidad website, trinidad.co.gov, has a link to the CodeRED Community Notification Enrollment page where you can register online. If you can not register online, you can call pick up an enrollment form at the Trinidad Police Department.

I have a business located in Trinidad or Las Animas County. Can I arrange to have CodeRED contact my business? Yes. Fill out the CodeRED registration form but be sure to select the "This address is a business" option. Please note that emergency calls can only be delivered to a direct dial number. Automated attendants will disrupt the process and the calls will not be delivered. Businesses should register their main number and establish a procedure for distributing the CodeRED message to their workforce.

What if I want to register additional numbers for my address? After you submit the initial registration form, you may start the registration process again and submit more numbers for the same address.

Is my personal information protected? CodeRED is a service of Emergency Communications Network which takes security and privacy concerns very seriously. They will not sell, trade, lease or loan any data citizen supplied data to third parties.

How will I recognize a CodeRED message? A CodeRED Emergency

message will have a caller ID of 866-419-5000. A CodeRED General message will have a caller ID 855-969-4636. We suggest you program both numbers in your cell phone as a "new contact" and use "CodeRED Emergency" and "CodeRED General" as the contact name. If you need to replay the emergency notification message again, simply dial the number and you will be able to hear the message again.

What should I do if I receive a CodeRED message? Listen carefully to the entire message. You will have the option to repeat the message by pressing any key. Do not call 911 for further information unless directed to do so or if you need immediate aid from the Police or Fire department.

I have a landline, and it does not work when the power goes out. How will the system be able to contact me? Make sure you have at least one working corded telephone – and be sure to turn the ringer on. The CodeRED sign-up form allows you to indicate both a primary and alternate phone number. Cell phone and/or work phone numbers can be entered as alternate phone numbers. Both primary and alternate phone numbers will be contacted when a notification is sent.

Will the CodeRED system leave a message on an answering machine? Yes, the CodeRED system will leave a message on a machine or on voicemail. The CodeRED system will leave the entire message in one pass.

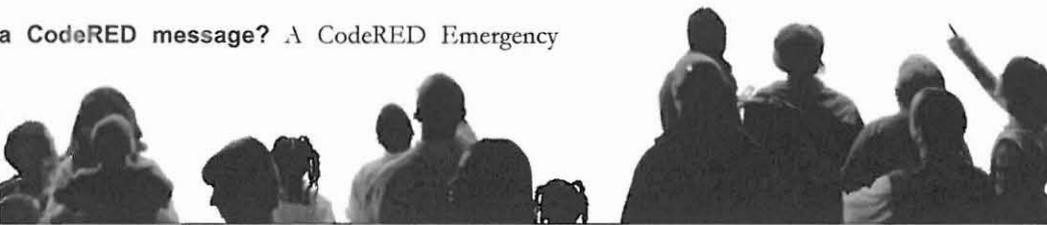
What happens if the line is busy? If the line is busy, CodeRED will try two more times to connect.

What circumstances might prevent a message from being delivered to me?

- If your contact information has changed and you have not registered your new information.
- If you only a landline at your residence, the power is out and you did not register an alternate phone number.
- If your line is busy for an extended time and your calls do not forward to voicemail or an answering machine.
- If you have a privacy manager on your main phone and you did not register an alternate phone number.

Trinidad will receive a report of undelivered calls and can instruct the CodeRED system to begin another round of calls to busy numbers. It is best to have an alternate phone number in the calling database for these situations.

faq





COUNCIL COMMUNICATION

9

CITY COUNCIL MEETING: May 26, 2015
PREPARED BY: Gabriel Engeland, City Manager
DEPT. HEAD SIGNATURE: *Garrett, Asst. CM*
OF ATTACHMENTS: 2

SUBJECT: An Ordinance to Limit the Number of Retail Marijuana Stores in Downtown Trinidad

PRESENTER: Gabriel Engeland, City Manager
Les Downs, City Attorney
Audra Garrett, Assistant City Manager

RECOMMENDED CITY COUNCIL ACTION: Discussion of Moratorium on Retail Marijuana Stores in the Historic District

SUMMARY STATEMENT: Council requested a model ordinance that could limit the number of retail marijuana stores in downtown Trinidad.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Discussion on a moratorium of retail marijuana stores in historic downtown Trinidad.

ALTERNATIVE: Council could continue with its current policy of letting the market determine the appropriate number of retail marijuana stores.

BACKGROUND INFORMATION:

During an executive session of the Council on May 12, 2015, Council Members indicated they would like to discuss ways in which they could deny license(s) to marijuana retailers in downtown Trinidad. The attached ordinance, if adopted, places a moratorium on the submission, acceptance, or processing of applications and the licensing, permitting, establishment or operation of any Retail Marijuana Stores that sells marijuana for retail purposes, until a date certain in the Historic Preservation zoning district.

The potential positive impacts of adopting this ordinance are:

- Should the Goal Academy cease to operate, this ordinance could protect the nature and character of the Historic District.
- This ordinance could limit in number and intensity the amount of recreational marijuana stores operating on the edges of the historic district, and not covered by the "buffer" zone created by Goal Academy.

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- Those businesses currently operating or eligible to operate may realize more business if there is a lesser concentration in the immediate area/less competition.
- This ordinance would push new businesses into the Community Commercial or Industrial zone districts.
- The ordinance would allow for diversification of business types in those areas where marijuana is currently allowed.

The potential negative impacts of adopting this ordinance are:

- A loss of revenue generated by the marijuana industry which is taxed at 9%.
- A loss of sales tax revenue which appears to be generated by marijuana tourists. Currently sales tax collections, excluding marijuana collections, are up 19% year-to-date. It is too early to tell how much of this number is sustainable.
- A loss of visitors and tourists to Trinidad and the historic downtown area. Currently the City lodging tax is up 15% year to date, in part due to marijuana sales.
- Area real estate agents report an increase in property and building sales in Trinidad's historic district. The primary driver behind the increase in sales and interest is for marijuana cultivation and sales, both as a recreational and medicinal product.
- Properties in the Historic District that have been vacant for decades and have suffered deterioration are being renovated and made viable.
- Currently, the marijuana facilities which are open employ 61 people in all zoning districts (30 in the Historic District). It is expected that more jobs will be created if this industry continues to expand through market demands.
- This ordinance would push new businesses into the Community Commercial or Industrial zone districts, thereby reducing downtown traffic flow.



CITY OF TRINIDAD, COLORADO

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD TO LIMIT THE NUMBER OF RETAIL MARIJUANA STORES IN THE DOWNTOWN TRINIDAD HISTORIC PRESERVATION ZONING DISTRICT, BY IMPOSING A MORATORIUM ON SUCH ESTABLISHMENTS IN THAT DISTRICT

WHEREAS, the City of Trinidad adopted Trinidad Ordinance No. 1960 on the 19th day of June, 2014, thereby allowing the sale and cultivation of retail marijuana; and

WHEREAS, City Council, at the time of the adoption of Trinidad Ordinance No. 1960 did not impose a limit on the number of retail marijuana stores, or a limit on the number of retail marijuana stores in any particular location in the City of Trinidad; and

WHEREAS, the historic portion of downtown Trinidad is unique in many respects, and it is the desire of City Council to preserve and protect the unique nature of historic downtown Trinidad; and

WHEREAS, there are already a fairly high number of retail marijuana stores in and around historic downtown Trinidad; and

WHEREAS, in an effort to limit the number of retail marijuana stores in historic, downtown Trinidad, Council desires to impose a moratorium on the submission, acceptance, or processing of applications and the licensing, permitting, establishment or operation of any Retail Marijuana Stores pursuant to Amendment 64 and codified as Article XVIII, § 16 of the Colorado Constitution, and upon the use of land for such purpose or purposes within the Historic Preservation zoning district of the City of Trinidad, Colorado.

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

Section 1. Moratorium. Upon the adoption of this Ordinance a moratorium is imposed until _____ on the submission, acceptance, or processing of conditional use permit applications by the Planning Department as of the close of business on June 30, 2015, in support of an application for a Retail Marijuana Store in the Historic Preservation zoning district of the City of Trinidad, Colorado.

Further, upon the adoption of this Ordinance, a moratorium is imposed until _____ on the submission, acceptance, or processing of Retail Marijuana Store license applications by the City Clerk's office as of the close of business on August 31, 2015, in the Historic Preservation zoning district of the City of Trinidad, Colorado.

Section 2. Effective Date. This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER _____; READ AND ORDERED
PUBLISHED this ____ day of _____, 20__.

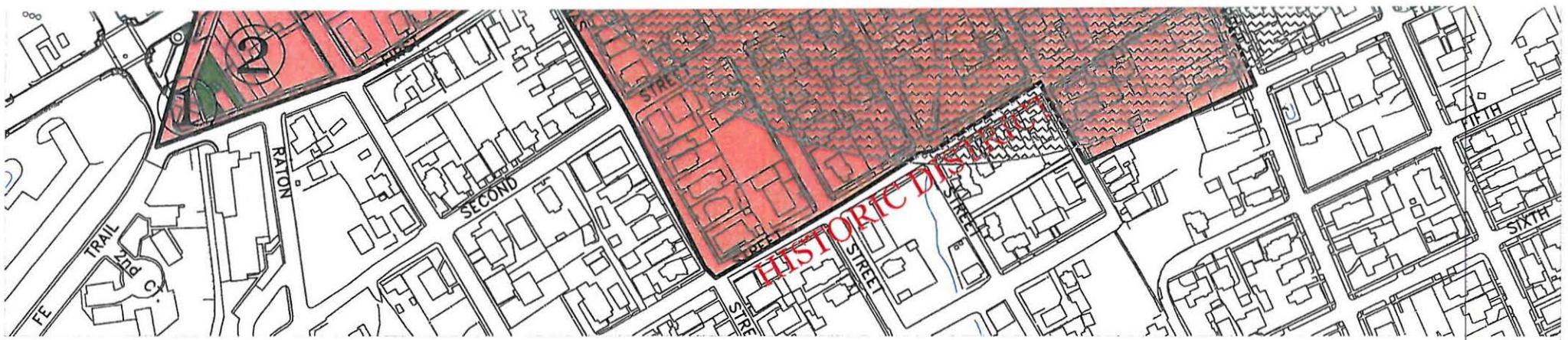
PASSED AND APPROVED this _____ day of _____, 20__.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____day of _____, 20__.

JOSEPH A. REORDA, MAYOR

ATTEST:

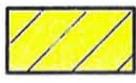
AUDRA GARRETT, CITY CLERK



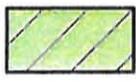
 Historic District

 Marijuana Stores Operational

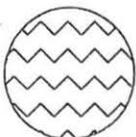
- ① Peaceful Herbs
- ② Faragosi Farms (The Grow Foundry)
- ③ M&M Distributing, LLC

 Marijuana Store Approved (Not Open)

- ④ Dessimals, Inc.

 Marijuana Approved Conditional Use Permit (Not Expired)

- ⑤ Colorado Cannibas - 2/12/2015
- ⑥ Emerald City - 1/13/2015
- ⑦ Organic Solutions Inc. - 9/11/2014

 1000' Radius from School

