



CITY OF TRINIDAD  
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,  
Colorado, will be held on Tuesday, May 3, 2011 at 7:00 P.M.  
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **READING OF MINUTES**, Regular Meeting of April 19, 2011
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 5) **COMMITTEE REPORTS**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
  - a) Appointments (2) to the Board of Appeals
  - b) Resolution regarding proposed amendments to the National Public Gas Agency's Amended and Restated Interlocal Agreement
  - c) Consideration of professional services bids for preparation of North Lake Emergency Action Plan
  - d) Intergovernmental agreement between the City and Trinidad Ambulance District for the placement of automated external defibrillators
- 8) **BILLS**
- 9) **PAYROLL**, April 16, 2011 through April 29, 2011
- 10) **EXECUTIVE SESSION** – For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), regarding a Gas Cost Adjustment for the Trinidad Municipal Natural Gas Department
- 11) **ADJOURNMENT**

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

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, April 19, 2011 at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Garduno, presiding
	Councilmembers	Aragon, Pando, Rino, Shew, Toupal, Velasquez
Also present:	City Manager	Gil de Rubio
	City Attorney	Beatty
	City Clerk	Garrett

The pledge of allegiance was recited.

**READING OF THE MINUTES.** A motion to approve the minutes of the regular meeting of April 5, 2011, as submitted was made by Councilmember Shew and seconded by Councilmember Velasquez. The motion carried unanimously, excepting Councilmember Toupal who abstained due to his absence from the meeting.

**PUBLIC HEARING.** New hotel and restaurant liquor license request by Brix at 231 E. Main Street. Mayor Garduno called the hearing to order and announced that she would be presiding over the hearing. She stated the purpose, an application for the issuance of a new hotel and restaurant liquor license filed by Brix, Incorporated, for a restaurant to be located at 231 E. Main Street, Trinidad, Colorado. Mayor Garduno then instructed those present on the order in which evidence and testimony would be heard as follows: Opening statements or remarks from the applicant followed by the same by the City Attorney, then applicant's evidence and testimony of witnesses. Next she advised that she would call for the City's evidence and testimony of witnesses. She then advised that she would thereafter call for a presentation of evidence and any testimony of witnesses by any party in interest. Rebuttal evidence would then be called for and finally closing arguments by the applicant, the City and any party in interest. Mayor Garduno said that the hearing would then be closed and she would call for a motion and discussion. She additionally advised that an executive session may follow the hearing, or the authority may choose to postpone its decision on the matter for a period of up to 30 days. She asked anyone who was going to testify to come forward and be administered the oath and said she reserved the right to limit testimony or questioning that was repetitive, cumulative, or argumentative and to set a limit on the duration of testimony if necessary. Also, formal rules of evidence would not be followed and the testimony and exhibits will be liberally admitted. She told those present that if they had an objection they should raise their hand and she would call upon them. She advised that she would rule on the objection and it would stand unless a council member requests a vote on that ruling, in which case admissibility of the testimony would be decided by a majority vote of Council present. Mayor Garduno announced that the neighborhood boundary set by the Liquor Licensing Authority is the corporate City limits and that the application packet constitutes the exhibits for this hearing in addition to any other documents offered by the applicant. Mayor Garduno asked the applicants, Clayton Marquez and Joseph Salazar, if they were present and if they were satisfied with the rules. Both responded affirmatively. Mayor Garduno called for opening statements from the applicants, if any, reminding that opening statements are not evidence but rather an opportunity to briefly summarize each respective position on this matter. Opening statements may be waived. Clayton Marquez addressed Council and offered their appreciation to Council for listening to their request for a liquor license. He told Council that he was born and raised in Trinidad and has done many things here, including attending high school and college here as well as operating a furniture store, serving on the Chamber Board and the Home Rule Charter Commission many years ago. He said that he and Mr. Salazar have been working on the building for about four to five years. Prior to that, Mr. Marquez said his grandfather had purchased the building in the late 1960s and has been in his family for quite some time. At first they started just trying to save the building, pointing out that it is in the historic district, however not on the historic register. After the big snow storm they thought they were going to lose the building. They replaced the roof of the building with a totally engineered 8,000 square foot roof. They have also replaced the second floor and have replaced 36 windows, stuccoed the back of the building with eight pellets of stucco, removed all of the paint to expose the brick. He surmised that it has been quite a feat. Joseph Salazar provided in his opening statement that he too was born and raised in Trinidad and graduated in 1993. He said he moved to Denver 15 years ago and has been back and forth visiting his family here, to include his grandma who just celebrated her 80<sup>th</sup> birthday. He said he has a close family and is married and has three children. They are trying to do better things for Trinidad and liven it up. When he visits they pick and choose where to go out and lately it has been Tequilla's mostly. They would like to bring something to the town area. City Attorney Beatty offered as an opening statement that the location of the proposed premise on Main Street, 231 East Main Street. The building is on the west side of Main Street in the same block as Century Savings & Loan. The neighborhood boundary was defined as the corporate city limits. Currently there are ten hotel and restaurant licenses within that boundary. Mayor Garduno called for the applicant's evidence and testimony. Clayton Marquez presented a copy of "Log Home and Living" magazine and pointed out that Trinidad made the top ten list to build cabins in Trinidad. The comments were that they loved Trinidad and thought it was great but wished it had a few more great eateries, mentioning Rino's Italian Restaurant and Steakhouse. Mr. Marquez explained the reason for evidence and testimony is because they are planning on operating a restaurant and he said he feels there's a great need for it. The magazine was given to City Attorney Beatty to pass around for Council's review. Joseph Salazar provided that lately they have found out that there aren't many places for reunions, wedding receptions, meetings, or large parties. He said they weren't able to find a venue for his grandmother's birthday party because their family had too many people. He said their facility will have a 75x44-foot wide area just for receptions, with seating for 439 people. Mr. Salazar said they've already been approached by people for wedding receptions. The only other place large enough is Sebastiani Gym and they would have to decorate it themselves. It will not only be a restaurant but also a place for receptions, meetings and class reunions. They'll have televisions on the walls for use as a picture slide show. He said he hoped Council gets a chance to see the 22,000 square-foot building because there's no other place like it in Trinidad. He reiterated that they've worked on it for five years and commented that he has never worked so hard. They want a place for receptions with nice bathrooms. Mr. Marquez added that another issue with being in the historic district that they've tried to address is parking. He said he's spoken with Tom Murphy about renting his parking lot next to the soccer field on Elm Street. That would afford them an estimated 30 to 40 spaces and they would provide valet parking. He said he has also spoken to Mr. Welch who owns the Social Security office

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and dentist office and he is supportive of their endeavors and has tentatively agreed to allow them use of their parking lot after 5:00 p.m. which is about another 15 spaces. In his estimation he said he thinks they have about 55 parking spaces secured for after 5:00 p.m. Mr. Marquez said he hasn't yet spoken to Century Savings & Loan about using any of their parking, but said they've been real accommodating and he thinks there's something that can be worked out. He called on Kim Schultz from the Chamber of Commerce as a witness to provide testimony. She stepped forward and was asked to identify herself and provide her address. She identified herself as Kimberly Schultz and her address as 226 Wyatt Court, Trinidad, Colorado, 81082, and she was sworn in. Ms. Schultz thanked Council for allowing her the opportunity to speak on behalf of the Brix project and thanked Mr. Marquez and Mr. Salazar for their considerable investment in our community and said she'd like to see their project come to fruition. Ms. Schultz testified that in her capacity she meets with people trying to bring meetings, conferences, and groups into Trinidad as well as locals looking for a facility for weddings and reunions. Ms. Schultz said she really wanted to stress the need for venue space of this size. We have venue space, but are maxed out in capacity for a group to come in and put together some sort of an event. If you are going to have a gathering of more than 120 people, you have to be in a position to be able to build the event from the ground up. If you want an event at Sebastiani Gym, those people are great to work with, but you have to provide your own tables and chairs and caterers and liquor license if you want alcohol. The Wild Turkey Federation's annual event consists of about 250 people and they can't walk into a venue for it, rather they have to create their own venue. She said she feels there's a great need for this type of facility whereby one can book a facility and all of those needs are taken care of. We have lost larger groups in this community because of the lack of space, or for lack of space with good technology or with adequate heating and cooling or with a liquor license or the hours or the infrastructure that they need. This venue will fill a major gap of service that we need in our community in order to obtain to group gatherings. Ms. Schultz concluded that it is their recommendation from the Chamber of Commerce that we need this type of facility, we need more diverse restaurants and we need some new business in our community and she said she really feels these gentlemen and their families will bring that to the table for us. Mayor Garduno called for questions by the City. City Attorney Beatty asked Mr. Marquez and Mr. Salazar if they are each 50% owners of the business and if they are at least 21 years old. Both responded affirmatively to each question. He noted Mr. Marquez stating that he owned a furniture store previous and asked if either one of them have ever operated a liquor licensed business. Mr. Marquez said he has not. Mr. Salazar also said he has not. When asked to explain his past business experience, Mr. Marquez said he operated a furniture store at this same location a number of years ago around 1991 to 1995. It was a family business selling new furniture. It did well, but about the third year into the business there were three or four other furniture stores that opened and it crowded out the market. He closed, but held onto the building and the dream to fix it up and it has taken a good number of years and man hours to fix it since it is such a big building. Mr. Salazar said he did not have any past business experience in Trinidad. He said he currently owns Elite Restoration which is a business that restores structures damaged by fire, mold and flood damage. He noted that he has a contractor's license to work in Trinidad and is currently working on Glenn Moltrer's home that sustained damage from a fire. He continued that he also owned two other businesses, Horizon Restoration which was bought out from him, and a dry cleaning business which after a year and one-half he retired early from. Thereafter he opened Elite Restoration by himself and has operated it for 12 years now. City Attorney Beatty asked if both owners would be involved in the day-to-day operations. Both answered affirmatively. City Attorney Beatty reminded that this class of license requires they offer regular meals and that the sale of food be 25% of their business gross income. He asked their plans. Mr. Marquez said they intend on being a full-service restaurant, serving lunch and dinner. He said they think weddings and banquets and business events could be a major part of the business just because of the great need. They intend to model the restaurant after Texas Roadhouse, with great food at a great price with expected food sales at greater than 25% of their overall sales. City Attorney Beatty asked if they intend to serve food after 8:00 p.m. Mr. Salazar said their current plan is to sell food until 11:00 p.m. There is no place currently where a person can watch a sporting event and be served food. They also want to try serving breakfast on the weekends, but will try to take it slow because once you get a bad reputation it is difficult to get customers back. He said they want to listen to their customers. Anyone can cook steak, but it's how good you can cook it. Right now you're limited in Trinidad. City Attorney Beatty asked their plans for security. Mr. Salazar asked if he's referring to a security system or in the restaurant. City Attorney Beatty answered that he's referring to the liquor sales and surveillance and cameras - maintaining a safe atmosphere. Mr. Salazar said they have 15 cameras ready to go. ATD will be installing a system and it can be monitored from their phones or on-line with access rights. He described a break-in that occurred there one month ago and said that if the license is granted, that is their plan. Mr. Marquez said with respect to security in the building, it will really be a zero-tolerance venue. They want families to feel safe to come in. He added that in speaking with local law enforcement he learned that they cannot work as security off-duty, but talked about using the Sheriff's department for large events. They also want to train in-house security to handle large crowds and weddings, etc. They'll wear headsets and radios and there'll be cameras, but they want to create an attitude that doesn't get out of control. They also want people to dress appropriately. He concluded that he's been looking for training and hasn't found anything yet, but has read quite a few things on the internet. City Attorney Beatty reminded that as applicants they bear the initial burden to proving that the reasonable requirements of the neighborhood and the desire of the adult inhabitants are not being satisfied by existing liquor licensed outlets. Within the liquor authority's packet there were petitions with signatures that reflect support of the restaurant. He asked if they knew how many signatures were on the petitions. Mr. Marquez estimated that there are around 120 signatures. City Attorney Beatty asked if they ran into much opposition. Mr. Marquez said he ran into one person who was opposed out of the 120, but that it was in regard to parking. Mr. Salazar added that all of the neighboring businesses signed the petition in favor of it. City Attorney Beatty asked if they see a need for a venue offering space of this size. Mr. Marquez said as they were fixing up the building more and more people wanted to know what was going on at their building and over and over people came in looking for a place for a gathering. He opined that the need is really great. After talking to Kim Schultz, the need was solidified in their minds. City Attorney Beatty asked the Licensing Authority to take judicial notice of the character reference letters. He asked Mr. Salazar about a charge of alcohol possession or consumption by a minor in 1992 whereby he plead guilty. Mr. Salazar explained that he was 17 at the time. He had two good friends who were getting ready to go into the military and they got caught drinking in a car in Pueblo. No one was driving. He went to court and thought it had been dropped. The two friends were let go because they were going into the military. He reiterated that he thought it had been dropped and said when his dad went recently to inquire about it, the court couldn't find the case. City Attorney Beatty identified in the reports that both the Fire Chief and Building Inspector reported that the premise was not ready for inspection. He asked what other improvements need to be made besides what was done thus far. Mr. Salazar reiterated and elaborated in detail the work already done. Mr. Salazar said they have electrical work, drywall, four new commercial-grade heating units to install, air conditioning, plumbing and the store front, when designed. Mr. Marquez added that the building can be anything; it somewhat hinges on what happens here tonight. It looks good so far, but they don't want to do more unless they can move forward with their plans. City Attorney Beatty advised that if the license is

granted those improvements are needed prior to the license being issued. The applicants acknowledged that they understood the requirement. City Attorney Beatty pointed out that there is one off-street parking space required for each 100 square foot gross leasable area unless a variance has been granted, and noted that there was testimony of the building being 22,000 square foot. He asked how parking will be addressed. Mr. Marquez explained that the first level is 7,500 square foot and the second level is 4,100 square foot. He said the 22,000 square foot area includes a full basement and sub-basement. Therefore the useable space is the 7,500 and 4,100 square feet. City Attorney Beatty recalled the testimony provided about the applicants having spoken to Tom Murphy about leasing his parking lot and asked what other efforts have been made. Mr. Marquez said that he also spoke to Mr. Welch who said he would allow them use of his parking lot after 5:00 p.m. Also, the bank has a lot of parking and will probably allow them use as he has noticed that they have allowed others use of it, although he hasn't yet approached them. He summarized that they need 80 spaces and currently have between 30 and 40 with Tom Murphy's and another 15 with Mr. Welch's. He reiterated his hope that the bank allows use of their parking and pointed out that there'll be a lot of on-street parking after 5:00 p.m. Heading west on Maple there's almost enough parking. Mr. Marquez concluded that they will be applying for a variance. Mr. Beatty asked the name of the restaurant. Mr. Salazar answered that it is Brix, named after the bricks of Trinidad and the bricks they solder-blasted. Councilmember Pando asked their projected opening date if everything goes well. Mr. Salazar said they potentially have a wedding this September to accommodate 250 people. Mr. Marquez added that the remaining work sounds like a lot, but estimated the electrical work to take about two weeks, the plumbing to take about two weeks, the store front one month and then they have the kitchen to set up. He suggested it would be September, if not sooner. They definitely want to be open for the holiday season. Mr. Salazar also made Council aware that they used numerous local contractors and building suppliers on the building. Mayor Garduno called for questions from parties of interest. There were none. She called for the City's presentation of evidence and testimony of witnesses. City Attorney Beatty called on Police Chief Glorioso. Charles Glorioso, 1520 Stonewall, identified himself and he was sworn in. City Attorney Beatty said that law enforcement must determine if the grant of this hotel and restaurant liquor license to Mr. Marquez and Mr. Salazar would result in an undue concentration of liquor-serving restaurants in the neighborhood that would possibly result in an increased need of law enforcement in the area. He asked if he anticipates any problems. Chief Glorioso answered that he does not. There were no more questions of him and he was excused. Mayor Garduno asked the applicants if they had any questions of the City Attorney or if the Authority did. Neither did. There was no presentation by parties of interest nor any rebuttal offered. Mr. Marquez made a closing argument. He said his and Mr. Salazar's hearts and souls are in Trinidad. Both have experienced the large city, but Trinidad is their home town. He wants his daughter to come back and experience Trinidad like he did growing up. This is a way he can do that and serve the community as well as help to revitalize downtown. He said he thinks the downtown is in desperate need of that and that a project of this size could spur other projects and make them more viable as they attract tourists and other people. Mr. Salazar said there is a need for this in the community. After he and his friends play golf they always ask each other where they should go. He said he understands that the Trinidad golf course is opening a restaurant but doesn't know how long it will be before they do. Other than that, he said he really doesn't know where else to go with them. He reiterated his opinion that there is a definite need for this facility in Trinidad. City Attorney Beatty offered no closing argument. Mayor Garduno closed the hearing and called for a motion or discussion. Councilmember Aragon moved to approve the new hotel and restaurant liquor license for Brix, Inc. with it being contingent that they finish the building requirements. Councilmember Pando seconded the motion which carried by a unanimous roll call vote.

**PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN.** Robert Ling, VFW, addressed Council to advise them that he retired last Wednesday as the Commander of the local VFW. He explained that his health doesn't permit him to carry on as Commander. He extended his appreciation to City Manager Gil de Rubio for his helpfulness and City Council for their support. He added that there's currently one more project for one more memorial and that he'll be around if the City needs anything. Mayor Garduno thanked Mr. Ling for his kindness and wished him good luck in his retirement.

**REPORT BY CITY MANAGER.** Grant. City Manager Gil de Rubio advised Council that City Planner Louis Fineberg submitted a grant application to the Colorado Department of Transportation yesterday seeking money to complete the City's handicap access throughout the City (street crossings). It will tie into the multi-modal building and other projects on the Riverwalk.

State of the State Luncheon. City Manager Gil de Rubio announced that the Governor will be in Pueblo this Friday at the Union Depot at 11:30 a.m. for a State of the State Luncheon. He asked that if any of the Council members were interested in attending that they contact Anna.

**REPORT BY CITY ATTORNEY.** Recycling. City Attorney Beatty reminded Council that ReGroup's April recycling event is slated for Friday, April 22<sup>nd</sup> from 8:00 a.m. to 6:00 p.m. and Saturday, April 23<sup>rd</sup> from 8:00 a.m. until noon at the Waste Connection facility at 2600 Freedom Road. He also reminded that the City subsidizes these events.

Orientation. City Attorney Beatty also reminded Council of the upcoming International Building Code orientation session to be held in the Leone Room at Trinidad State Junior College next Tuesday, April 26<sup>th</sup> from 8:00 a.m. to 5:00 p.m. with the assistant of Gill Rossmiller.

ARPA. City Attorney Beatty advised that the Arkansas River Power Authority's annual meeting will be held on Thursday, April 28<sup>th</sup> in La Junta at Otero Junior College.

Comcast Cares Day. Council was reminded of the Comcast Cares Day River walk clean up on Saturday, April 30<sup>th</sup> and the City's Spring clean up/free landfill days on Saturday, April 30<sup>th</sup> and Sunday, May 1<sup>st</sup> from 8:00 a.m. to 5:00 p.m.

Way-finding signage. City Attorney Beatty told Council that Plan Tools, LLC has been working with the Tourism Board and City Planner on a way-finding signage plan for the City. Plan Tools made a presentation last week and presented a draft plan of the signage to the Planning Commission and public. He said the plan is great and wanted Council to be aware of it. He passed around his copy of the plan to Council. He concluded that it is an exciting project and the Tourism Board is trying to allocate funds to accomplish it. He said he anticipates proposals for allocation of Capital Improvement Funds as well.

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**COMMITTEE REPORTS.** None.**UNFINISHED BUSINESS.** None.

**MISCELLANEOUS BUSINESS.** 3.2% Beer Retail License (Off Premises) renewal request by Safeway, Inc. d/b/a Safeway Store #722 at 457 W. Main Street. Councilmember Aragon moved for the acceptance of the license renewal. The motion was seconded by Councilmember Shew and carried by a unanimous roll call vote of Council members, except Councilmember Velasquez who abstained.

Acceptance of Affidavit of Surrender of State and Local Liquor License – Veltri Liquor, LLC. A motion to accept the surrender affidavit was made by Councilmember Aragon and seconded by Councilmember Toupal. The motion carried by a unanimous roll call vote.

Designation of new Mayor Pro-Tem. Councilmember Aragon nominated Councilmember Franklin Shew and Councilmember Toupal seconded the nomination. Councilmember Velasquez nominated Councilmember Pando and there was no second, resulting in only the nomination of Councilmember Shew. Roll call was taken on the nomination of Councilmember Shew as Mayor Pro-Tem and it carried unanimously however with Councilmember Shew abstaining.

Consideration of bid results for aluminum sulfate for the Water Department. Utilities Supt. Fernandez advised Council that there was no change since he presented it at work session. He recommended the bid be awarded to the low bidder in the amount of \$31,752. A motion to award the bid to DPC Industries in the amount of \$31,752 was made by Councilmember Aragon and seconded by Councilmember Shew. The motion carried by a unanimous roll call vote.

New Optional Premises License request by Trinidad-Las Animas County Golf Association, Inc. at 1417 Nolan Drive. Mayor Garduno announced that Council needs to set this matter for hearing and identify the tentative neighborhood boundary. Mayor Garduno asked if there was a rush to have a hearing. City Clerk Garrett said there's no rush and reviewed with Council procedural time-line for the hearing. She explained that the hearing cannot be held any earlier than 30 days from this date. She said her typical recommendation for any new license is always the earliest regular meeting date because the procedural requirements can be accomplished within the 30 day period during which they cannot hold the hearing. Generally it doesn't take beyond that time. She said that was the basis for her recommendation, however it is up to Council. If they want to wait until the next regular meeting that is their prerogative, however it is a seven week wait. Mayor Garduno said an earlier date would be the fifth Tuesday in May. City Attorney Beatty said he believes the first regular meeting date available is June 7<sup>th</sup>. City Clerk Garrett said the fourth Tuesday is May 24<sup>th</sup> and the fifth Tuesday is May 31<sup>st</sup>. Councilmember Aragon made a motion to set the tentative neighborhood boundary as the corporate City limits of Trinidad and to set the hearing for a special meeting on May 24<sup>th</sup> at 1:30 p.m. The motion was seconded by Councilmember Shew. Councilmember Rino asked when the license would be issued. City Clerk Garrett reviewed the typical timeline when an applicant pays for concurrent review by the State. Roll call was taken and the motion carried unanimously.

**BILLS.** A motion to approve the bills was made by Councilmember Toupal. The motion was seconded by Councilmember Pando. Roll call was taken on the motion. The motion carried unanimously.

**PAYROLL,** April 2, 2011 through April 15, 2011. A motion to approve the payroll was made by Councilmember Pando and seconded by Councilmember Aragon. The motion carried unanimously.

**ADJOURNMENT.** There being no further business to come before Council, a motion to adjourn the regular meeting was made by Councilmember Aragon and seconded by Councilmember Shew. The meeting was adjourned by unanimous vote of Council.

ATTEST:

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 JENNIE GARDUNO, Mayor

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 AUDRA GARRETT, City Clerk

ITEM NO. **7a**

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON May 3, 2011

**ITEM:** Appointments (2) to the Board of Appeals

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:** Letters of interest

ITEM NO. **7a**

Jan 18, 2011

city clerk. —

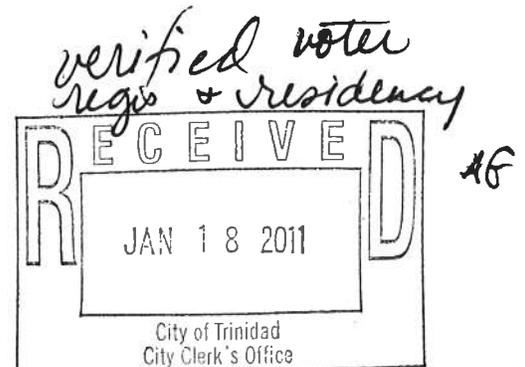
Please accept my resignation  
from the planning commission —

I will remain on the board  
of appeals. —

WAYNE Pritchard

W Pritchard

728 Jillotson



To Mayor + City Counsel

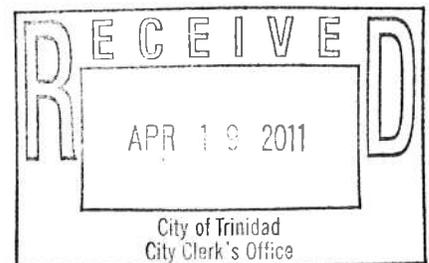
Please Accept this letter to serve  
on the Board of Appeals.

I AM Sam Coker w/ T's  
Refrigeration Employed there for 10 yrs.



Sam Coker  
216 E White  
Trinidad, Co  
719-250-8245

verified voter regis  
+ residency KG



ITEM NO. 7b

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON May 3, 2011

**ITEM:** Resolution regarding proposed amendments to the National Public Gas Agency's Amended and Restated Interlocal Agreement

**REQUEST  
MADE BY:** NPGA

**CONTENTS/  
COMMENTS:** Resolution

ITEM NO. 7b

CITY OF TRINIDAD, COLORADO

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, REGARDING PROPOSED AMENDMENTS TO THE NATIONAL PUBLIC GAS AGENCY'S AMENDED AND RESTATED INTERLOCAL AGREEMENT

WHEREAS, the City of Trinidad, Colorado, is a party to the Amended and Restated Interlocal Agreement ("Interlocal Agreement") creating the National Public Gas Agency; and

WHEREAS, on March 17, 2011, pursuant to Article VII of the Interlocal Agreement, an NPGA Member filed with the chairperson of the NPGA Board of Directors proposed amendments to the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement provides that, in voting on any proposed amendment, each Member shall have one (1) vote which must be received by the chairperson of NPGA within sixty (60) days after the date of filing; and

WHEREAS, the Interlocal Agreement provides that if two-thirds of the Members approve the proposed amendment(s) to the Interlocal Agreement, as evidenced by resolution of the governing body of each Member, such amendment(s) will become effective thirty (30) days after approval by the Members.

YES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that the City **approves** of the amendments to the NPGA Amended and Restated Interlocal Agreement which are shown on Exhibit "A" attached to this Resolution.

NO

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that the City **disapproves** of the amendments to the NPGA Amended and Restated Interlocal Agreement which are shown on Exhibit "A" attached to this Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JENNIE GARDUNO, MAYOR

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, CITY CLERK

NATIONAL PUBLIC GAS AGENCY

Summary of proposed amendments  
to NPGA Interlocal Agreement

The following is a summary of the proposed amendments to the NPGA Interlocal Agreement:

1. Expand objectives and purposes of the Interlocal Agreement to include carrying out those public powers, duties and obligations of the governing bodies of the Members relating to the acquisition, management, distribution and sale of natural gas through cooperation in regulatory matters and to conduct any other Board-approved activities authorized under the Interlocal Cooperation Act of the State of Nebraska
2. Delete provisions allowing early termination by Members without the required advance notice
3. Provide for expulsion, suspension or termination of membership under the procedure set forth in the Bylaws
4. Delete provision clarifying that the right of the Board to terminate membership for a Member's failure to perform shall not limit the right of any other Member to enforce the rights and obligations established by the Interlocal Agreement
5. Provide that the Interlocal Agreement shall terminate on January 1, 2099
6. Other miscellaneous minor changes

**NATIONAL PUBLIC GAS AGENCY  
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the undersigned Cities, Villages or other public agencies which execute this Agreement, hereinafter called the "Members."

RECITALS:

1. By authority of Section 18 of Article XV of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, §§ 13-801 et seq., R.R.S. Nebraska, 1997, as amended (the "Act"), any two or more public agencies may enter into interlocal agreements with one another for joint or cooperative action of any power or powers, privileges or authority exercised or capable of exercise individually by such public agencies, and create a joint entity in furtherance of such joint or cooperative action with such powers, including bond-issuing powers, as such an interlocal agreement shall specify.

2. Each Member has the authority, among other things, to negotiate for the purchase, transportation or sale of natural gas and natural gas reserves, or any combination thereof, with any entity engaged in the purchase, transportation or sale of natural gas, whether public or private, located within or without the State of Nebraska.

3. As authorized by Nebraska law, the Members own and operate certain distribution systems for the distribution and sale of natural gas or have other municipal requirements for a natural gas supply and for such operations desire to assure themselves of a reliable and economical supply of natural gas.

4. The Members deem it to be in the best interest of the public to coordinate the operation of existing natural gas distribution and transportation facilities and the mutual acquisition of stable and economic natural gas supplies.

5. The Members desire to study and evaluate on a continuing basis the benefits that may result to the Members and their residents from the coordination of natural gas resources and facilities as described above.

6. The Members desire to enter into an interlocal agreement pursuant to which the Members, among other objectives, will cooperate to assure reliable and economical supplies of natural gas to meet their respective local requirements.

7. The Members desire pursuant to such interlocal agreement to create a joint entity to exercise public powers and to act on behalf of the Members for the purposes set forth in such interlocal agreement.

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

## ARTICLE I

### OBJECTIVES AND PURPOSES; CREATION OF NATIONAL PUBLIC GAS AGENCY

Section 1.01. The objectives and purposes of this Agreement are to carry out those public powers, duties and obligations of the governing bodies of the Members relating to the acquisition, management, distribution and sale of natural gas, through joint planning, central dispatching, cooperation in environmental and regulatory matters and coordinated construction, operation and maintenance of natural gas distribution or transportation facilities owned or controlled by the Members, transportation facilities owned or controlled by other entities and through more effective coordination with other natural gas utilities throughout the country, natural gas purchasers and natural gas producers and sellers:

- (a) To provide the means for a reliable natural gas supply for Members in conformance with optimum standards of reliability.
- (b) To provide the means for efficient and effective use of natural gas distribution and transportation facilities.
- (c) To attain maximum practicable economy to the Members consistent with - high standards of reliability and to provide for equitable sharing of the resulting benefits and costs.
- (d) To provide for such other general utility or related infrastructure projects as the Members determine to purchase, own, lease or finance.
- (e) To conduct any other Board-approved activities authorized under the Act.

Section 1.02. In furtherance of such objectives and purposes, (i) the Members hereby create a joint entity under the Act to be known as the "National Public Gas Agency," being a separate, nonprofit public body corporate and politic of the State of Nebraska ("NPGA"), and successor to the Nebraska Public Gas Agency which shall be constituted and administered by a board of directors (the "Board of Directors"); and (ii) the Members hereby delegate to NPGA those powers as are hereinafter provided by this Agreement. The Members shall have the right to create a class or classes of non-voting affiliates that are Public Agencies.

## ARTICLE II

### DEFINITIONS

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

"Member" shall mean a public agency that purchases all of its natural gas requirements from NPGA for a term specified by the Board of Directors and/or a public agency that is elected to membership by the Board of Directors as provided in the Bylaws. A Member shall be a full or associate member in good standing of Nebraska Municipal Power Pool.

"NPGA" shall mean the National Public Gas Agency, a nonprofit joint entity created by this Agreement pursuant to and in accordance with the Act.

“Public Agency” shall mean a government agency as defined in the Act.

### ARTICLE III

#### TERM OF AGREEMENT

Section 3.01. This Agreement shall initially become effective and binding upon its execution by at least two Members, and shall become effective and binding as to each additional Member, as provided by Section 3.02 hereof.

Section 3.02. After the initial effective date, any public agency (within the meaning of the Act) may become a Member by obtaining approval of the Board of Directors and executing this Agreement.

Section 3.03. Any Member may terminate its participation by giving three years' written notice to the Board of Directors, which will then send written notice to all other Members notifying them of the termination. The Board of Directors may terminate this Agreement and dissolve NPGA on three years' written notice to all Members. Upon the termination of this Agreement and the entire dissolution of NPGA, each Member, at the time of such dissolution shall receive a distribution of the assets, if any, of NPGA as provided by a vesting formula set forth in the Bylaws.

~~(a) Notwithstanding anything to the contrary in Section 3.03 above, any Member desiring early termination of its participation in this Agreement may request such early termination in accordance with the terms established by the Board of Directors. In the event such early termination is evidenced by all necessary documents and actions required of the Member and NPGA, as determined by the Board of Directors in its sole discretion, Member's participation in this Agreement, including without limitation Member's representation and voting rights on the Board of Directors, shall terminate in accordance with the terms established by the Board of Directors. (a) The Board of Directors may terminate, expel or suspend a Member in the manner set forth in the Bylaws.~~

Section 3.04. In the event a Member fails to perform its obligations pursuant to this Agreement, the Board of Directors shall give written notice to such Member specifying such failure to perform and establishing a reasonable period that the Member shall have to fulfill its obligations pursuant to this Agreement. If the Member's failure to perform its obligations is continuing, the Board of Directors may immediately terminate such Member's participation in this Agreement. ~~This provision shall not limit the right of any other Member to enforce the rights and obligations established pursuant to this Agreement.~~ Any Member terminated by the Board of Directors shall continue to fulfill its contractual obligations (including, without limitation, any obligations with respect to outstanding bonded debt of NPGA) pursuant to any natural gas or other project transaction under a separate contract with NPGA until the completion of such natural gas or other project transaction in accordance with its terms. The process set forth in this Section 3.04 regarding termination for failure to perform obligations pursuant to this Agreement is separate and distinct from the right of the Board of Directors to terminate, expel or suspend a Member as provided in Section 3.03(a) above.

Section 3.05. Termination of participation in this Agreement or termination of this Agreement by the Board of Directors shall not impair, amend or change any previous contracts or agreements. Such contracts and agreements shall continue in full force, including all rates, terms, obligations and conditions, until the expiration of such contracts and agreements in accordance with their respective terms, or unless sooner released by the Board of Directors.

Section 3.06. Subject to earlier termination as aforesaid, this Agreement shall terminate on January 1, 2099the term of this Agreement shall be 50 years from the date of its adoption by at least two Members. This Agreement shall survive a transition of the form of government of a Member from one form to another.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 4.01. The affairs of NPGA shall be conducted by a Board of Directors consisting of a representative designated by each Member signing the agreement.

Section 4.02. Each Member shall designate by resolution a Director and Alternate Director, each of whom shall hold office until a successor shall be designated or until his or her earlier resignation.

Section 4.03. The Board of Directors shall hold an annual meeting at such time and place as the Board of Directors shall designate and shall hold meetings at other times as provided in the Bylaws.

Section 4.04. The Board of Directors shall annually adopt and thereafter monitor a budget of revenues and expenditures.

Section 4.05. Subject to Article III, Section 3.03(a), ~~e~~Each Member of the Board of Directors shall have the right to cast one vote. There shall be no weighted voting.

Section 4.06. No action of the Board of Directors shall be taken unless 50% or more of the Members are represented at the meeting. Unless provided otherwise in the Bylaws, ~~u~~Upon a majority affirmative vote of the representatives present, such action shall be effective immediately.

Section 4.07. The Board of Directors shall have the authority to appoint and hire an Executive Director.

## ARTICLE V

### POWERS

Section 5.01. NPGA shall have all the powers to carry out the objectives and purposes stated in this Agreement on behalf of the Members as any individual Member would have on its own behalf.

Section 5.02. NPGA shall have the power (a) to sue and be sued, (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof, (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, and (d) from time to time, to make, amend and repeal bylaws, rules and regulations not inconsistent with the Act and this Agreement and to carry out and effectuate its powers, objectives and purposes.

Section 5.03. NPGA, acting through its Board of Directors, shall have such other powers as are permitted to it under the Act which are necessary and proper for the achievement by NPGA of its stated objectives and purposes as set forth in this Agreement, including but without limitation, the power to approve the issuance by NPGA of its revenue bonds in accordance with and subject to the limitations and restrictions of the Act and pursuant thereto, and to apply the proceeds of such revenue bonds to the financing of the stated objectives and purposes of this Agreement, including, without limitation, the acquisition of natural gas supplies and related infrastructure projects.

## ARTICLE VI

### NO ASSIGNMENT

No Member shall assign this Agreement.

## ARTICLE VII

### AMENDMENTS

Section 7.01. Any Member may propose an amendment to this Agreement by filing such proposed amendment with the chairperson of the Board of Directors, who shall immediately forward copies thereof to the Members, provided that no amendment shall, directly or indirectly, affect or impair any contracts or agreements of the Agency agreed upon in writing prior to the effective date of such amendment, including, in particular, but without limitation, any contracts relating to the Agency's bonds or other debt financings. Each Member shall forward its vote to the chairperson of the Board of Directors, and said vote must be received by the chairperson within 60 days after the date of filing.

Section 7.02. In voting on any amendment, each Member shall have one vote. If two-thirds of the Members approve the amendment, as evidenced by resolution of the governing body of each Member, such amendment will become effective 30 days after approval by the Members, subject to the restriction set out in Section 7.01. Abstentions shall be counted as negative votes.

Execution. Separate copies of this Agreement are executed by the Members with the understanding that, as and when each of the Members has executed a copy, all of the Members shall be bound to the same extent and purpose as if all such Members had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the Members has caused this Amended and Restated Interlocal Agreement to be executed by its duly authorized officer as of the day and year shown below.

CITY OF \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

By \_\_\_\_\_

(SEAL)

## NATIONAL PUBLIC GAS AGENCY

EXCERPT FROM BYLAWS\*

## ARTICLE II., SECTION 5

C. Expulsion, Suspension or Termination of Membership. All Members acknowledge that membership in NPGA is a privilege and is subject to termination. A Member may be expelled, suspended or terminated, including any rights arising out of such membership, as provided below, for any act or omission that in the discretionary judgment of the Board of Directors has caused or is likely to cause material harm to the economic welfare of NPGA or its reputation. Upon the affirmative vote of not less than two-thirds of the entire Board of Directors that such an act or omission has occurred, the Member shall receive not less than fifteen (15) days' prior written notice from the Board of Directors of the expulsion, suspension or termination and the reasons therefor. The Member shall be provided with the opportunity to be heard not less than five (5) days before the effective date of the expulsion, suspension or termination by submitting a written response to the Board of Directors or the Board's designated representative identified in the written notice. The Member may request the opportunity to be heard in person by the Board of Directors or by the Board's designated representative in addition to the Member's written response to the written notice. In the event the Board of Directors designates a representative for the Board, the Board of Directors may designate the Executive Committee, the chairperson, or any other committee or individual. The Board representative shall provide a report to the Board of Directors prior to any final vote taken by the Board of Directors to expel, suspend or terminate a Member. An affirmative vote of not less than two-thirds of the entire Board of Directors is required for any final action to expel, terminate or suspend a Member. Subject to Article III, Section 3.04 of the Interlocal Agreement, expulsion, suspension or termination of a Member shall not abrogate, amend, modify or terminate any contractual obligation of the Member.

*\*The provisions shown above for Expulsion, Suspension or Termination of Membership are excerpted from NPGA Bylaws amendments which were approved by the NPGA Board of Directors on March 17, 2011 subject to the condition precedent that accompanying amendments to the NPGA Interlocal Agreement are approved by the membership.*

ITEM NO. 7c

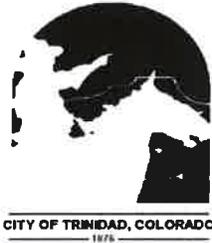
ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON May 3, 2011

**ITEM:** Consideration of professional services bids for preparation of North Lake  
Emergency Action Plan

**REQUEST  
MADE BY:** Utilities Supt. Fernandez

**CONTENTS/  
COMMENTS:** Memo from Supt. Fernandez dated 4/21/11

ITEM NO. 7c



City of Trinidad  
Office of Utilities Superintendent  
P.O. Box 880  
Trinidad, Colorado 81082  
Telephone (719) 846-9843  
Fax (719) 846-4140

MEMO

FROM: James Fernandez, Utility Superintendent *JF*

TO: City Manager, Members of Council

SUBJECT: North Lake Emergency Action Plan

DATE: April 21, 2011

In compliance with the Colorado State Engineer's Office (SEO) mandate, we have requested bids for professional services to prepare a Emergency Action Plan for North Lake dam. This is State requirement as North Lake is classified as a high hazard dam, meaning that in the event of failure, there are possibilities of high hazards downstream of the dam. The scope of the work consists of primarily preparing inundation maps associated with a dam failure during a Probable Maximum Flood (PBF). Dam breach analysis based on US Army Corps of Engineers USACE HEC-1 program. Mapping details will summarize information such as distance downstream of dam, peak discharge, peak flood elevation, peak flood stage, estimated flood wave arrival time, and estimated time of maximum flood stage. In general, provide all documents to comply with the SEO's office latest guidelines. The table top exercise involves actual contact with authorities and contractors to create an exercise that reflects actual dam failure response time and individual responsibilities.

<u>BIDS:</u>	<u>BASE PRICE:</u>	<u>TABLE TOP EXERCISE:</u>
W.W. Wheeler and Associates, Inc. 3700 South Inca Street Englewood, Colorado, 80110	\$23,000	\$4,000
RJH Consultants, Inc. 9800 Mt. Pyramid Court Suite 330 Englewood, Colorado, 80112	\$25,000	\$5,000

It is my recommendation that we authorize the firm of W.W. Wheeler and Associates to perform the work for a total cost of \$27,000.

ITEM NO. 7d

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON May 3, 2011

**ITEM:** Intergovernmental agreement between the City and Trinidad Ambulance District  
for the placement of automated external defibrillators

**REQUEST  
MADE BY:** Trinidad Ambulance District

**CONTENTS/  
COMMENTS:** Memo from City Attorney Beatty dated 4/29/11  
IGA

ITEM NO. 7d



## City of Trinidad, Colorado

Office of the City Attorney

135 North Animas Street

Trinidad, CO 81082

P: (719) 846-9843

F: (719) 846-4140

jerod.beatty@historict Trinidad.com

### MEMORANDUM

To: Mayor Garduno and Members of City Council

From: Jerod Beatty 

Re: Proposed Intergovernmental Agreement with Trinidad Ambulance District Regarding Defibrillators

Date: April 29, 2011

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Dear Mayor Garduno and Members of City Council:

Following the City Council's work session on Tuesday, April 26<sup>th</sup>, the City received a revised version of the Trinidad Ambulance District's proposed intergovernmental agreement ("IGA") regarding the placement of defibrillators in City-owned facilities. The revised IGA, a copy of which follows this cover memorandum, differs from the IGA that you considered on Tuesday, April 26<sup>th</sup>, in the following respects:

- (i) Section 3 defines the useful life of the defibrillator units "as determined by manufacture[r] specifications";
- (ii) Section 5 is a new section regarding the IGA's term. It provides that this agreement shall be in effect for one (1) year, but shall automatically renew for subsequent one (1) year periods unless terminated by either party. Either party may terminate the IGA by providing thirty (30) days' advance written notice to the other party. This section was mutually acceptable and agreeable to the Ambulance District and me;
- (iii) Section 8 is a new provision regarding indemnification that has been deemed acceptable by the City's insurer, CIRSA;
- (iv) Section 9 is new provision regarding arbitration. *I am seeking the Ambulance District's removal of this provision on the basis that arbitrators tend to disregard the Colorado Governmental Immunity Act, which protects and benefits both the City and the Ambulance District. I have not yet received confirmation from the Ambulance District that it will be willing to delete this provision;* and
- (v) Section 10 is a new "severability" provision that is commonplace in contracts and that causes me no concern.

Please be further advised that, during the April 26<sup>th</sup> work session, I misstated the proposed costs of the Ambulance District's training classes for the defibrillator units. The \$150-for-six-students instruction fee that I stated is applicable to *for-profit* entities. The Ambulance District will provide defibrillator instruction, as a component of CPR training, to City employees for the cost of the American Heart Association's Student Completion Card, which is currently **\$4.00 per student/employee**. In cooperation with the Ambulance District, the City is currently in the process of providing/scheduling CPR training for all (or almost all) City employees.

**INTERGOVERNMENTAL AGREEMENT  
For The Placement of  
AUTOMATED EXTERNAL DEFIBRILLATORS**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between TRINIDAD AMBULANCE DISTRICT, a Title 32 Special District duly organized under the laws of the State of Colorado, hereinafter referred to as TAD, and CITY OF TRINIDAD, COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, TAD intends to make public AUTOMATED EXTERNAL DEFIBRILLATOR (AED) equipment available to the CITY to decrease the access time to AED application and to enhance survivability from sudden cardiac death; and

**WHEREAS**, the Parties to this Intergovernmental Agreement (IGA) mutually agree to provide and make use of such equipment for the benefit and enhancement of the first response capabilities of the CITY and TAD;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties do agree to and bind themselves, as follows:

**EQUIPMENT**

1. TAD agrees to acquire the following public AED EQUIPMENT and to provide the same to the CITY:
  - a) **CARDIAC SCIENCE PUBLIC USE AED'S** - (1) for Carnegie Public Library, Serial Number 4335552 Property ID TAD0041 (1) for Trinidad Community Center, Serial Number 4335563 Property ID TAD0029 (1) for City Hall, Serial Number 4336151 Property ID TAD0036 (1) for Harry Sayre Senior Center, Serial Number 4336158 Property ID TAD0039 (1) Shared responsibility between Las Animas County and City of Trinidad based on event with location at Garcia Justice Center Serial Number 4336189 Property ID TAD 0040.

b) **Training Requirements: Cost and Availability** - TAD Agrees to provide education in the use of the AED equipment according to the standards established by The American Heart Association. CITY agrees to reimburse TAD for its actual costs to provide this education. TAD agrees that it will conduct the necessary training for those people who would reasonably have access to the AED equipment on an annual basis. SEE ATTACHEMENT A:

2. TAD agrees to deliver to CITY the above-listed equipment for placement in locations stated herein and CITY agrees to make use of such equipment in its provision of emergency medical response for the benefit of the citizens of the CITY OF TRINIDAD or in response to a request for assistance by another first response entity operating within Las Animas County, under a Mutual Aid Agreement.
3. **CITY acknowledges and agrees that the above listed equipment is and shall remain the property of TAD** during the useful life as determined by manufacture specification of said equipment, and said equipment shall be not be discarded or disposed of in any manner without the written consent of TAD.
4. CITY agrees to keep such equipment in good repair and working order and to provide TAD with a written report, signed by a representative of the CITY, once each year, on or before the anniversary date of this IGA, verifying the status and condition of the each piece of equipment provided to it, for a time period corresponding to the stated useful life of such equipment.
5. This Agreement shall remain in effect for one (1) year from the date first written above, and shall automatically renew for subsequent one (1) year periods unless terminated by either party. Either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other party.
6. In the event that CITY chooses to cease use of any above listed equipment provided to it by TAD, before the conclusion of its stated useful life, the CITY agrees to surrender such equipment back to TAD in good condition, less normal wear and tear. TAD shall have sole authority to determine the disposition of such returned equipment.

7. Should any equipment become lost, stolen, damaged or destroyed, while in the custody of the CITY, CITY shall report such circumstance to TAD as soon as practicable. The CITY shall be responsible for replacement of any lost, stolen or destroyed equipment.
8. CITY agrees to indemnify and hold TAD harmless from any and all damages resulting from the operation of AED equipment operated by CITY or any of its employees, agents or any other person operating the AED equipment at the permission or direction of the CITY.
9. In lieu of resolution of disputes through the courts, TAD shall have the option of referring any dispute under or arising out of this Agreement to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding.
10. Should any provision of this Agreement be found to be illegal, unconstitutional, or unenforceable for any reason, then that provision should be treated as if removed from the contract but will not void the balance of the Agreement which shall remain in full force.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in duplicate original, on the date first above written.

**CITY OF TRINIDAD, COLORADO**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

**TRINIDAD AMBULANCE DISTRICT**

By: \_\_\_\_\_  
Executive Director Brandon Chambers

Witness: \_\_\_\_\_

This Intergovernmental Agreement has been prepared in duplicate original

## Attachment A:

# TRINIDAD AMBULANCE DISTRICT

## Schedule of First Aid/CPR Instruction Fees

### General Provisions

This fee schedule applies to CPR classes offered to *For-Profit* area businesses and institutions and their employees or to any entity or student seeking a credentialed First Aid/CPR class.

Fees include the cost of a Student Completion Card (credential) and testing and training materials.

Fees *do not* include Student Workbooks, face masks, CPR shields or a training venue (if a facility must be rented).

Pro Bono, credentialed CPR classes will be available for *Not-For-Profit* entities (schools, community service groups, etc) at a per student cost equal to the current American Heart Association Student Completion price. Pro Bono, non-credentialed CPR classes (American Heart Association: Family and Friends) will be offered to area businesses, civic groups and students who do not need First Aid/CPR certification. Pro Bono classes *do not* include CPR Student Supplies.

### CPR Instruction Fees

#### **BLS Health Care Provider or Heartsaver CPR/AED Courses (excluding First Aid)**

\$150 for the first/each group of 6 students (minimum of 3 students)

\$ 30 for each additional student (maximum of 12 total students)

#### **Heartsaver Adult/Pediatric First Aid Course**

\$225 for the first/each group of 6 students (minimum of 3 students)

\$ 40 for each additional student (maximum of 12 total students)

#### **Heartsaver Adult/Pediatric First Aid with CPR/AED Course**

\$375 for the first 6 students (minimum of 3 students)

\$ 70 for each additional student (maximum of 12 total students)

### CPR Student Supplies – Optional but Recommended

BLS/Health Care Provider Student Workbook:	\$ 12.00
Heartsaver First Aid Student Workbook:	\$ 8.50
Heartsaver CPR/AED Student Workbook:	\$ 8.50
Heartsaver First Aid with CPR/AED Student Workbook:	\$ 13.95
Friends and Family Student Workbook:	\$ 1.50