

**TOWN OF MANASSA
TOWN BOARD AGENDA
REGULAR TOWN BOARD MEETING
FEBRUARY 28, 2024 @ 7:00 PM**

Meeting called to order: 7:08

Roll call: Jesse Gray, Dan J. by Carol, Jimmy Ab, Cynthia H.
Paul - Ariel - ~~Paul~~ - Guest Debbie Hoover
Pledge of Allegiance: Jesse Hoover
Motion to approve agenda Gray, 2nd Jesse call in person
Motion to approve minutes Jeff, 2nd Paul Ba. on in person

Public comments: Must sign in, to be heard and only 5 requests will be heard. A 5-Minute time limit is imposed and no immediate action and or comment will be provided by the Board.
*Agenda subject to change if need be.

New Business: Debbie Hoover ✓
Notice of Cancellation of Elections,
Pioneer Days fee and License,
Summer Help
Ordinance for Business License

Old Business: Awarding contract to Robin's Construction LLLP concurrence of award.

Pay Bills: \$

Maintenance Report:

Grant Admin Report:

Police Report:

Town Clerk Report:

Motion to Adjourn

NEXT BOARD MEETING MARCH 20, 2024 @ 7:00 PM

TOWN OF MANASSA
TOWN BOARD MEETING MINUTES
REGULAR TOWN BOARD MEETING
FEBRUARY 28, 2024

Meeting called to order by Dan Bond @ 7:08pm

Roll Call: Jesse Hernandez, Greg Rogers, Dan Bond, Jeff Sowards, Carl Bagwell,

Paul Garel, Ariel Ruvolo, and Tamera Smith

Absent-Jeramy McDaniel and Caleb Lundberg

Guest: Debbie Hoover

Pledge of Allegiance Lead by Jesse Hernandez

Motion to approve the agenda by Greg Rogers and 2nd by Jesse Hernandez all in favor none opposed

Motion to approve the minutes from January meeting by Jeff Sowards and 2nd by Carl Bagwell all in favor none opposed.

New Business: Debbie Hoover attended the meeting regarding the dog ordinance, Carl Bagwell gave her a copy of the dog ordinance. Debbie stated that she went to her daughter's rental to see if she could collect rent money from them, at this time a black dog owned by the renter's bit her on the leg, she then called the cops, Chief Ortega and Officer Rendon. The renters threatened the cops with guns then they had to get county involved with a warrant for their arrest. This took place on the

At this time, she has not heard back from the police nor have they returned her calls or come to pick up the report they asked her to fill out. The dogs were put in the kennel on their property to be quarantined. Debbie state that she talked to State Trooper Brent Gilleland and he told her they could have called Alamosa and they would have come and taken the dogs. Debbie also stated to the board that they were rude to her. Dan Bond stated to her that the board would have to get back to her after they had a chance to meet with the police and hear their side. Greg Roger would notify her. Thanked her for her time and comments.

Adam Robins came into the meeting so that the board and him could sign the documents on the Awarding of the contract for the SRTS project and the Concurrence of Award, the contract was previously signed. This is the Notice of Award in the amount \$677,530.00 for the SRTS project. These were previously approved by motion to sign these documents.

Resolution 2024-01 A Resolution of Cancellation of Regular Municipal Election for 2024. The Town of Manassa regular Municipal election scheduled for April 2, 2024 has been cancelled.

Pioneer Days vendor application and fees:

Carl recommended losing 2 spaces for vendors.

The town attorney would like to meet with the board on the business license ordinance to get clarity on just what they would like.

Summer help: Dan would like to see if we could get someone to come in the Town hall office and conference room and do the cleaning. With Tamera having back trouble she cannot do the cleaning. A motion made by Jesse Hernandez to approve the advertising of summer help in the Museum and for cleaning 2nd by Jeff Sowards all in favor none opposed.

Motion made by Carl Bagwell to pay the bills in the amount of \$14,081.49 2nd by Greg Rogers all in favor none opposed.

Maintenance Report:

Paul, has changed oil and filters in generators, also topped off the fuel as well.

Fixed the VFD panel at the South pump house. He needs to get a pressure transducer.

All of the samples this month were good the E. coli was little high due to the number of ducks on the lagoon. Paul has been grading roads. Almost have the end of last year reporting done. He has a nutrient data sheet to get done and my back flow paperwork sent in.

We got the well meters calibrated and turned in. He has the south well on until the irrigation season. We've had 4 plugged sewers, we need to see what can be done with the one behind the park, Sutherlands own.

Tried to pull a tree out still to frozen. I want to start training Hunter to grade roads. We've replaced some broken pickets on the fence in the park. We measured the depths of the manhole lids to make sure they get fixed. While grading 6th street I found a manhole that has a lot of roots. I will be reaching out to the engineer to let them know. I also found 4 manholes the need new concrete collars if there is money left over.

Paul would like to see if you can have the attorney draft a letter addressing the sewer line behind the Dempsey Park.

Paul wanting to know if we could have some kind of service for the memorial plaque for the flag pole here at the Town hall. Jesse is working on the plaque.

No more question for Paul.

Grant Report: SRTS zero report for quarterly on CDBG 20-510, so we don't lose funding 7/31/22-12/31/23

CDBG 21-510 requisition funds 7/1/23-9/30/23 request \$7,330.64 engineering, \$105,948.78 construction in progress.

10-1-23-12/31/23 requisition for expenditures of \$9,953.07 engineering and engineering unliquidated obligations \$4,436.25 Element Engineer, construction \$230,163.33 to pay RMS.

Element Engineering billing period Dec request we will not pay until a meeting with Nicholas Marcotte.

CDPHE pay request 1 all Element Engineering thru December 2023 \$187,131.01 RMS pay request 2-4

Element Engineering no decrease or increase in contract RMS approved extension due to weather conditions change order #3.

Motion to approve pay application 5 request submit, by Jeff Sowards and 2nd by Carl Bagwell all in favor none opposed.

Police report: See Report attached

Executive meeting with the police department to hear both sides of the bite incident. Carl Bagwell has a question for the police, is wanting to know about traffic control for funerals here in town, he stated that for his mother's funeral they had no traffic control, Roman Marrufo came through town and didn't see

any traffic control and stepped in and did the traffic control. He would just like for the police department to be aware of funeral here in town.

Motion made by Jesse Hernandez to approve all pay request that Ariel present tonight for signatures 2nd by Jeff Sowards all in favor none opposed.

Town clerk Report: Celebration vendors application are we changing the fees.

Pay Pinnacol for the year instead of installments.

Tamera will be out of the office March 11th through the 13th, Carl is aware of this and this will be posted a week before I leave.

Ordered new receipt books

Opera house brought in \$300.00 for rentals

An individual is wanting to know if they can have a wedding in the park on the 22nd of June by the Jack Dempsey Museum and the Opera house for reception told him to contact Paige Fringer for the Opera house.

Cole Larsen from Sanford School wants to bring his class to the Jack Dempsey Museum on the 5th of March.

Motion made by Carl Bagwell to adjourn meeting at 9:35pm 2nd by all, all in favor none opposed.

Dan A. Bond 3-20-24

Dan Bond, Mayor

Date

Tamera Smith 3-20-24

Tamera Smith, Town Clerk

Date



COLORADO
Department of Transportation
Office of the Chief Engineer

Engineering Contracts

2829 W. Howard Place, 3rd Floor
Denver, CO 80204

SAR M838-001
Manassa Elementary SRTS
Project Code 22531

February 26, 2024

Attn: Dan Bond
Town of Manassa
401 Main Street
Manassa, Colorado 81141

Dear Dan,

The Town's award of project SAR M838-001 (22531) to Robins Construction, LLLP is approved based on the Colorado Department of Transportation's review of the request for concurrence dated February 14, 2024, and supported by the associated financial statement along with the receipt of the following documents:

- CDOT Form 605, Contractors Performance Capability Statement
- CDOT Form 606, Anti-Collusion Affidavit
- CDOT Form 621, Assignment of Anti-Trust Claims and
- Documentation of conformance with CDOT DBE Contract Goal Policy

The reimbursement of Federal funds for this project is subject to the requirements of the Inter-Governmental Agreement (IGA) between the Town and the Colorado Department of Transportation. Any funding that may be required to complete the project beyond the funds approved under the IGA will be the responsibility of the Town.

Please be sure to include a copy of FHWA Form 1273 as part of your entity's contract with the above selected contractor. Your cooperation in this matter is appreciated.

Sincerely,

Tracy L Johnson

Tracy Johnson
CDOT Award Officer
PH: 970-880-0495

cc: Bridget McDougall, R-5
Region EEO Officer, R-5
Yehdego/Ngo, HQ-Accounting
Civil Rights
Central Files

CERTIFICATE

I hereby certify that these specifications, contract documents and plans for the Manassa Elementary Safe Routes to School Project were prepared by me or under my direct supervision, for the Owner thereof.

Clifton M. Lee
Registered Engineer
Colorado Certificate No. 54571

Town of Manassa, Owner, does hereby accept and approve these specifications, contract documents and plans for the Manassa Elementary Safe Routes to School Project.

Date: ____ / ____ / ____

Owner: Town of Manassa, Colorado

By: _____

Title: _____

ATTEST:

By: _____

SECTION V

NOTICE OF AWARD

To: Robins Construction, LLLP,
PO Box 212
Antonito, CO 81120

Project Description: Manassa Elementary Safe Routes to School Project

The Owner has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated September 27, 2023, and Information to Bidders.

You are hereby notified that your BID has been accepted for the Total Base Bid amount of Six Hundred Seventy-Seven Thousand, Five Hundred Thirty Dollars and Zero Cents (\$677,530.00).

You are required by the Information to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond and Certificate(s) of Insurance (including Workmen's Compensation) within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds and certificate(s) of insurance within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.
Dated this the ___ day of _____, 20__.

Town of Manassa, Colorado
Owner

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: Robins Construction, LLLP,

this the ___ day of _____, 20__.

By: _____

Title: _____

SECTION VI

AGREEMENT

This Agreement, made this the ____ day of _____, 20____, by and between the Town of Manassa, Colorado, hereinafter called "Owner" and Robins Construction, LLLP, doing business as a(n) Partnership hereinafter called "Contractor".
(Corporation, Partnership, or Individual)

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Manassa, Colorado, Manassa Elementary Safe Routes to School Project.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents for the sum of Six Hundred Seventy-Seven Thousand Five Hundred Thirty Dollars and Zero Cents (\$677,530.00).
5. The term "Contract Documents" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement
 - (F) General Conditions
 - (G) Supplemental General Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
 - (L) Change Orders
 - (M) Drawings prepared by Davis Engineering Service, Inc. titled Manassa Elementary Safe Routes to School Project numbered 1 to 45
 - (N) Specifications prepared by Davis Engineering Service, Inc., dated August 2023, CDOT Standard Specifications for Road & Bridge Construction, 2022 Edition, with Project Special Provisions and Standard Special Provisions.
 - (O) Addenda

No. 1, dated October 20th, 20 23.

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. Payments will be made by warrants payable to the trade or business name of the Contractor and not to any individual. The Town of Manassa is a public entity. Nothing in this document waives the Colorado Government Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. In the event of a default by either party of the terms of this Agreement, notice of such default shall be given in writing by the non-defaulting party to the defaulting party to the address as set forth herein. If such default is not cured within thirty (30) days of the written notice of default, or the party in default has not taken action to cure such default within such thirty (30) day period and continue to pursue such curative action with due diligence, the non-defaulting party shall have all rights to pursue an action at law or in equity to enforce the terms of the Agreement.
9. Except for any notice required by law to be given in another manner, (a) any notice provided for in this Agreement shall be in writing and shall be given and be effective upon (1) delivery to the party to whom it is addressed or (2) mailing such notice by first-class U.S. mail, addressed to the party at the address stated herein. Either party may, at any time or from time to time, designate in writing a substitute address for that set forth herein, and thereafter notices shall be directed to such substitute address. Any notice provided for in this Agreement shall be deemed to have been given to a party when given in any manner designated herein. Any required notice to the Owner shall be to:

Town of Manassa
401 Main Street
Manassa, CO 81141

Any required notice to Contractor shall be to:

Robins Construction, LLLP
PO Box 212
Antonito, CO 81120

10. This Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.
11. The terms of this Agreement shall be construed and interpreted in accordance with Colorado law. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Conejos County, Colorado.

12. The prevailing party in any action to interpret the terms of this Contract or the Contract Documents or to enforce any of the rights, obligations, or conditions of this Contract or the Contract Documents shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, the Agreement in triplicate counterparts each of which shall be deemed an original on the date above written.

Owner: Town of Manassa, Colorado

By: _____
Name: _____ (Please Type)
Title: _____

(SEAL)

ATTEST:

By: _____
Name: _____ (Please Type)
Title: _____

Contractor: Robins Construction, LLLP

By: _____
Name: _____ (Please Type)
Address: _____

(SEAL)

ATTEST:

By: _____
Name: _____ (Please Type)
Title: _____

| ACCT PAYABLES FEB -2024 | AMOUNT |
|-------------------------------|--------------|
| AT & T MOBILE EFT | \$ 412.38 |
| CIELLO EFT | \$ 356.59 |
| CONEJOS PROPANE | \$ 537.00 |
| ELEMENT ENGINEERING | \$ 1,950.00 |
| GOBIN'S | \$ 37.79 |
| INTUIT QB EFT | \$ 36.00 |
| JASON COOMBS | \$ 600.00 |
| JOHN DEERE FINANCIAL | \$ 33.98 |
| LA JARA TRADING POST | \$ 266.88 |
| LEAF | \$ 115.66 |
| PARTS AUTHORITY | \$ 395.23 |
| PINNACOL EFT | \$ 1,170.00 |
| SANGRE DE CRISTO LABS | \$ 930.00 |
| SP SERVICES | \$ 65.00 |
| SP SERVICES OPERA HOUSE | \$ 65.00 |
| STANDARD SERVICE | \$ 1,411.98 |
| TRILLIUM HOLDCO SOLAR GARDENS | \$ 1,160.75 |
| US POSTAL SERVICE | \$ 1,060.00 |
| WEX | \$ 278.26 |
| XCEL ENERGY EFT | \$ 3,048.99 |
| TOTAL | \$ 13,931.49 |

Element

150.00

14,081.49



Manassa Police Department

February Board Meeting Police Report

- We are still having issues with dogs at large and not being registered. We had a dog bite on Feb. 8th and we were not able to properly quarantine the animal due to not having a contract with Dumb Friends League. Officer Rendon contacted Dumb Friends League and below is the information about setting up an account with them.
 1. Dumb Friends League Contract:
 - a. \$100 base fee for 5 days. Subtract re-claim fee of \$60 if dog reclaimed. Total for town would be \$40.
 - b. Bite Quarantine. \$200 for 10-day quarantine.
 - c. Year of 2023: total of 7 animals (cats or dog)
 - d. Contract states charges for any animal dropped off my Law Enforcement or the Public.
 - e. If public picks up outside of the city limits, town does not get charged, but shows on the report picked up by Manassa.
 - If we can put on the Neighborhood Facebook page, if they see anything suspicious activity, please call Colorado State Patrol Dispatch 719-589-5807. That is the quickest way to get ahold of an officer and get someone dispatched to that location. Otherwise, we will not be notified in a proper time frame. We are hearing that many community members are still reaching out to Roman to report issues and for information. If you can spread the word to contact Dispatch or refer them to myself or Officer Rendon, please do so. Again, any issues that need an officer's attention, please refer them to Dispatch.
 - Officer Rendon has issued 16 tickets for speeding in January alone. This has brought in a significant amount of revenue for the agency/town.
 - Per Colorado Regulations Rule 28, it is required for every Peace Officer to obtain 24 hrs. of in-service training. 12 of those hours must be skills based



Manassa Police Department

(firearms, defensive tactics and driving). Other training is to enhance the officer's skills in other areas that keep the agency and town out of lawsuits.

- Now that it is starting to warm up, we are going to start having more pedestrian traffic out during the evening. This will result in our schedules changing to be out during those times. This will detour crime within the city limits.
- If needed, we can get a hold of Public Health to get more Narcan to for the office for individuals to pick up.

If you have any questions, please feel free to contact me.

A handwritten signature in black ink on a light-colored background. The signature appears to read "Michael H. Lopez".



TOWN OF MANASSA
PO BOX 130
401 MAIN STREET
MANASSA, CO 81141

Maintenance Report

Changed oil and filters in generators, also topped off the fuel as well.

Fixed the VFD panel at south pump house. I need to get a pressure transducer.

All of the samples this month were good the Ecoli was a little high due to the amount of ducks on the lagoon.

I have been grading roads.

Almost have the end of last year reporting. I have a nutrient data sheet to get done and my back flow paperwork sent in.

We got the well meters calibrated and turned in. I have the south well on until the irrigation seasons.

I have had 4plugged sewers.

Two behind Southside Park

Tried to pull a tree out still to frozen for that.

I'm going to start training hunter to grade road.

We replaced some broken pickets in the park.

We measured the depths of the manhole lids to make sure the get fixed. While grading 6th street I found a manhole that has lots of roots. I will be reaching out to the engineer to let them know. I also found 4 manholes that need new concrete collars if there is money left over.

TOWN CLERK REPORT

Celebration vendors are there any changes that need to be made?

Pinnacol wanting to know if I can just make one payment for the year instead of monthly installments.

I will be out of the office the week of March 11th thru the 13th Carl has already been notified. I will post a notice a week before so people will know a week in advance.

Ordered new receipt books

Monte Vista Solar - email letter

Opera brought in contracts and \$300.00 rental money

Local Government Opioid claims filed this online per Dan

An individual called inquiring about the Jack Dempsey Park wanting to know if they could have a wedding ceremony in the park on the 22nd of June, and then using the Opera house for the reception I told him to contact Paige regarding the opera house to sign a contract and they could pay directly to the town hall. Would the board have any issues with them having a ceremony in the park?

Cole Larsen called and would like to bring his history class to the Jack Dempsey Museum sometime next week, would we be able to do this for him

Tamera