CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, April 15, 2014 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

***** PROCLAMATION - ARBOR DAY – APRIL 25, 2014*****

1) **ROLL CALL**

2) **APPROVAL OF MINUTES,** Regular and Special Meeting of April 1, 2014, Special Meeting of April 8, 2014

3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**

4) **COUNCIL REPORTS**

5) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**

6) **UNFINISHED BUSINESS**

   a) Public hearing for consideration of an ordinance adjusting the City of Trinidad landfill rates

      i) Second reading of an ordinance adjusting the City of Trinidad landfill rates

   b) First reading of an ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination, and setting a hearing for consideration of said ordinance

7) **MISCELLANEOUS BUSINESS**

   a) 3.2% Beer Off Premises liquor license renewal request by Safeway Store Forty-Six, Inc. d/b/a Safeway Store #722 at 457 W. Main Street

   b) Special event permit request (malt, vinous and spirituous) by Confederacion Mutualista Mexicana e Hispano-Americana for May 31, 2014 (Rocky Mountain Elk Foundation Banquet)

   c) Appointment of Library Advisory Board members

   d) Consideration of an agreement between the City and Colorado Department of Local Affiars for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map

   e) Consideration of letter of professional services for the 2013 audit by Dixon, Waller & Co., Inc.

   f) Consideration of water lease agreement between the City and Donald S. & Mary Jean Praeger

8) **BILLS**

9) **PAYROLL**, April 12, 2014 through April 25, 2014

10) **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).

Office of the Mayor

Trinidad, Colorado

Proclamation

"ARBOR DAY"
April 25, 2014

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, JOSEPH A. REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO, ON BEHALF OF THE ENTIRE TRINIDAD CITY COUNCIL do hereby proclaim April 25, 2014, as:

"ARBOR DAY"

in the City of Trinidad, Colorado, and urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations, and further urge citizens to participate in local Arbor Day activities.

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed.

Mayor _____

Date _____

CITY OF TRINIDAD
TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, April 1, 2014, at 6:00 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, April 1, 2014, at 6:00 p.m. in the Council Chambers at City Hall

The following items are on file for consideration of City Council:

1) 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) – Discussion regarding procedure on accepting medical marijuana license applications

The meeting was called to order at 6:03 p.m.

Roll call was taken.

There were present:	Mayor Pro-Tem	Bolton, presiding
	Councilmembers	Bonato, Fletcher, Mattie, Miles, Torres
Also present:	Acting City Manager	Fineberg
	City Attorney	Downs
	City Clerk	Garrett
Absent:	Mayor	Reorda

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) – Discussion regarding procedure on accepting medical marijuana license applications. A motion to enter into executive session for the stated purpose was made by Councilmember Mattie. Councilmember Bonato seconded the motion. Upon roll call vote the motion carried unanimously. The executive session ensued at 6:04 p.m. City Manager Acre participated in the executive session via a conference call. Mayor Reorda entered the meeting at 6:06 p.m. Upon conclusion of executive session at 7:15 p.m. the special meeting resumed.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 1st day of April, 2014, was permissible under CRS Section 24-6-402 (4)(b).

As City Attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs
City Attorney

There being no further business, the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, April 1, 2014, at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	Acting City Manager	Fineberg
	City Attorney	Downs
	City Clerk	Garrett
Absent:	City Manager	Acre

The pledge of allegiance was recited.

Mayor Reorda thanked those present for their attendance. He asked that they attend City Council meetings to express their grievances rather than expressing them separately to each Councilmember by phone, at their homes or businesses. One Councilmember alone cannot do anything for them.

APPROVAL OF THE MINUTES. Special and Regular Meeting of March 18, 2014, and Special Meeting of March 25, 2014. Councilmember Bolton asked for a change to the Regular Meeting Minutes of March 18th, under Petitions or Communications, Accomplishments, to include Councilmember Mattie's comment to Mr. Hadaway about contentions and caustic behavior. A motion to approve the minutes with that amendment was made by Councilmember Bolton and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

PROCLAMATION – WEEK OF THE YOUNG CHILD – April 6, 2014 through April 12, 2014. Councilmember Miles read aloud the Proclamation which was presented to Jennifer Sanchez McDonald, HULA ECC Coordinator. Ms. McDonald invited everyone to attend the activities at Cimino Park this Saturday, April 5th from 10:00 a.m. to 2:00 p.m.

PUBLIC HEARING. New hotel and restaurant liquor license application filed by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street. Mayor Reorda declared the public hearing open. Reuben Torres and Reuben Torres, Jr. addressed Council. City Attorney Downs confirmed their identity. He asked if they are related to Councilmember Liz Torres. Reuben Torres said he was married to Councilmember Torres and Reuben Torres, Jr., said he is her son. They testified that they are representing Ristras Restaurant and Cantina, LLC and that they desire to be granted a liquor license. City Attorney Downs asked the nature of the business and type of license being sought. Reuben Torres (Sr.) answered that they have opened a family restaurant serving Mexican food and figured that having a cocktail or cold beer while you eat would be sufficient. They want to have a bar associated with their restaurant. City Attorney Downs asked how long they have been in business. Mr. Torres answered that they have been operating since November 15, 2013. City Attorney Downs asked if they helped submit the liquor license application and if they assisted in the circulation of the petition. To both questions both Torreses answered affirmatively. They all three worked on both the application and the petition. City Attorney Downs asked if everyone they contacted to sign the petition indicated their support for their application for a liquor license; there were no dissenters. Mr. Torres, Jr., answered that everyone supported their application and was real excited. City Attorney Downs asked if they have a lease for the premises for the purposes of having a restaurant and bar. Mr. Torres Jr. said they do. City Attorney Downs asked if there was anything they wished to tell Council in support of their application for a liquor license. Reuben Torres, Sr. said they will do their best and come and join them. City Attorney Downs said the proper documents were filed in support of the liquor license application and stand on their own and the needs of the community have been indicated by petition. There being no further testimony, Councilmember Bolton made a motion to approve the new hotel and restaurant liquor license application filed by Ristras Restaurant and Cantina, and recited the following:

This matter came on for hearing on the application of Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street in Trinidad, Colorado, for a Hotel and Restaurant Liquor License, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on April 1, 2014, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, letters of recommendation, reports of the City Clerk and other City staff, petitions admitted into evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS:**

1. The neighborhood consists of that area located within the City's corporate limits.

2. Reuben Torres and Reuben Torres, Jr., testified in favor of granting the license. No other persons testified in favor of or in opposition to the granting of the license.

3. The City Clerk's report showed that there are 40 liquor-licensed outlets within the neighborhood. Of these, there are four 3.2% Beer Off-Premises licenses, one 3.2% Beer On-Premises license, one Club license, 13 Hotel and Restaurant licenses, one of which has Optional Premises, eight Liquor Store licenses, and 10 Tavern licenses, one Arts license and two Beer and Wine licenses.

4. The applicant submitted a petition regarding the liquor license application, which was admitted into evidence. A total of 36 signatures appeared on the petition, of which 31 were residents or business owners/managers from within the neighborhood, 21 years of age or older, all favoring issuance of a liquor license at this location. No petitions opposing the issuance of the license were submitted.

5. The applicant through testimony and other evidence, made a prima facie showing that the reasonable requirements of

the neighborhood are not being met by existing liquor outlets, and that the adult inhabitants of the neighborhood favor issuance of the license.

6. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the reasonable requirements of the neighborhood are not being met by the existing liquor outlets, that the adult inhabitants of the neighborhood favor issuance of the license to the applicant, and that the applicant officers are of satisfactory moral character.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local liquor licensing authority, hereby approves the application of Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street in Trinidad, Colorado. The motion was seconded by Councilmember Fletcher and carried by a unanimous roll call vote, excepting Councilmember Torres who abstained.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Tim Peters addressed Council regarding marijuana. He thanked Council for providing for legislation for medical marijuana. He opined that it will save the economy of Trinidad, whether one agrees with the legislation or not. He asked if the City started this process to promote marijuana use or to tap into the revenue stream. Did Council start this process to be fair or to benefit the City, businesses and people? Denver, Pueblo and Colorado Springs and other areas are cashing in big time. Are they being fair with us and sharing their profits with us? He said he's told we are entering into this lottery system to be fair. The rules keep changing. First it was camp out, first five in. Second it was first in would be the first heard at Planning and Zoning. That rule changed. On Wednesday, March 24th, he said he went to a meeting and all of the rules changed here in this office, before the Friday deadline. Based on the rules he was told he said he strategized that he'd be the last one in because he wanted to see who presented what at Planning and Zoning. Mr. Peters said a lottery doesn't take into consideration a business plan, their qualifications, or anything they are going to do. He said his plan projects $6 million per year in business. The state would receive approximately 30% or $1.8 million, Trinidad would receive approximately $250,000 in tax revenue per year. They are estimating 15 to 25 new jobs. There would be new construction on Main Street. He'd pay $10,000 to $15,000 in building permit fees and another $10,000 to $12,000 in property taxes, not to mention the business that would come to the businesses on Main Street. He said they have foundation ideas; they plan on making some money and Mr. Peters said he wants to give back to the City. But, it doesn't matter now. Any business plan doesn't matter now because everything will be brought out of a hat on a blind lottery on just dumb luck. That is wrong for Trinidad. We have to cash into this revenue stream. We are two years ahead of everything else. In three years it will be everywhere and we'll get run over. Mr. Peters concluded that staff has been fabulous and thanked them. Everyone is learning he said and urged Council to consider this lottery thing.

Robert W. Fabec addressed Council regarding marijuana. Mr. Fabec told Council that he is sure they are aware that the issuance of medical marijuana licenses for businesses to be located within the corporate city limits will be closely monitored by their constituents, also the regulation of these businesses once they are established. It is legal in Colorado. Many citizens don't think it should be in Trinidad, however. So they have to be sensitive and do due diligence in exercising their regulation and control of these businesses. Regarding the applicants he said they all deserve the same expectation of receiving a license, and not based on whether they are first or last in the alphabet or anything else. He said he thinks they came upon the correct methodology in providing for a lottery to make sure those applications that are complete and are of good moral character have the same opportunity to acquire a license. One of the interesting perversions of using a lottery system is that an applicant is more indicated by ownership than the type of entity that it exists under. That should be given some thought. He concluded that he appreciated the opportunity to speak and said he thinks they are doing the job correctly, they are not throwing licenses out willy nilly, they will use character as required by state statute. Mr. Fabec said he appreciates the fact that they are doing a good job with regard to this issue.

Carlos Lopez addressed Council regarding marijuana. Mr. Lopez said he concurs with Mr. Fabec and agrees with the lottery factor. He said he feels if we have a first come first serve basis at the door, some people from what he has heard will be carrying a sidearm waiting in line, just because of fear. He opined that the lottery is the correct method. If they review the applications, the merits of character and past history should come to fruition for who is deserving of the licenses. He concluded that he agrees with the lottery system or to let the market dissolve it. He further suggested Council give everyone a license if they decide not to do the lottery because then everyone would have a fair chance to fail. It would create a lot of jobs for everyone in town if everyone had a license. They would employ a lot of people to provide occupational necessities for these endeavors. If that's not the case then he said he is in favor of the lottery.

Steve Bolton addressed Council regarding marijuana. Mr. Bolton told Council this is not about the lottery or anyone getting a license, rather that it is about the integrity of Council. Council decided, City Attorney Downs stated first come first served. Councilmember Mattie backed him up and even refined it that it would be the first five that were qualified. Council can talk about things and change their minds but they can't change their minds after the process has started. People have based what they were going to do in their lives on what was told to them in this room and Council needs to stick with it. He said Councilmembers Fletcher and Torres ran for office because they felt the Council was not doing a good job and they would make it better. He said they have an opportunity tonight to do that. He reminded Councilmember Fletcher that she was on the front lines with he and Polly (Turner) during the recall efforts and this was one of the things they were trying to get rid of – this kind of action in this room. He told her to not forget it was one of the things they were fighting against. He continued, stating they please not turn the clock back two and one-half years and wipe out any integrity this Council has brought to this room, because that is what they will do. Five people are going to get a license and five store fronts will open. If there's a lottery five people are going to get licenses and five store fronts will open but Council will look incompetent to the rest of the town and the state. He urged them to please not let that happen. They have worked so hard to bring some integrity to Council to show the people up north that we are worthy of being a part of the state. Until two years ago when they removed the mayor and one Councilmember, no one would come to Trinidad to talk to us. Now we have the Main Street Project and the Creative District. This is important – don't let it happen.

Howard Lackey addressed Council concerning economic development. Mr. Lackey said he read an interesting article in the paper last week and wanted to provide a little insight about the mistakes they made when he was on Economic

Development/SCEDD. He told Council infrastructure works, incentives don't. For example, Industrial Park had the infrastructure put in and they built buildings, a gun manufacturer, Danielson Design, all the things that are in there now, because we had the infrastructure. Things that didn't work - Best Top, which was here for three years and subsidized heavily and then they didn't renew their lease. The other part of economic development is what he said he said he is calling the green revolution in Trinidad. We are all looking at it in one facet – comparing it to a brew pub. He explained that we are sitting here with licenses which would allow people to sell medical marijuana. Medical is just another way to grab your stuff. He suggested they look at it as licensees have to perform and be vetted; their funds have to be in place. Everything needs to be in place to be a quality entity. He continued that production needs to be looked at even more. That's where facilities can grow product that is shipped north to Denver and brings their money back to us. Also there is infusion, the oil process, which is used for a lot of different things such as edible products, lotions, etc. They are now able to treat little kids with it for seizures. It has been okayed in Salt Lake City. Folks are moving here so their kids can get the treatment. We need to look at producing the product, sending it out of town and bringing back the money. Finally he said there is the agricultural element. Agricultural hemp is an extremely underutilized business. Hemp can produce ethanol, fibers, protein-rich seeds for animal and human use, and clothes. Mr. Lackey concluded that the lottery is probably one of the better ways to do it, but once that person is drawn he should be made to perform within 45 to 60 days and have the ware withal, the business plan, the money, building, all of the things necessary make it a really nice place. We want it to be an experience for the tourists because Trinidad is first in and last out. Let's don't screw it up.

James White addressed Council concerning hemp. He said the gentleman who preceded him said pretty much what he wanted to say. He suggested the lottery system can work if Council pre-qualified the people looking to get a license. It's not just about moral turpitude; it is also about having the financial ability and an understanding of the industry. This is a new industry and has potential for billions of dollars nationwide. The only reason it is a new industry is because it hasn't been legal for forty years. If you look back at the industry and what it was before, extraction was the key to it. Bagging it, tagging it and smoking it is not the answer. The economic key is the process of growing it, making certain it is safe, done by professionals and that you have the right people involved. More importantly he said it needs to be community based. You don't need people from Denver or from out of state here. You need people from here understanding it, learning how to work with it and how to grow it. If you do that you have an opportunity to learn from all the mistakes everybody's made up in Denver. Mr. White said he's been around this for about two years looking at it for people that come from the industry and from the pharmaceutical industry and they are going to step in and you will see a change on the clinical side. It will not be a hemp shop. It will be about putting it on the store front of CVS, Rexall, and Walmart. That's where it is going to go. You can talk about all of the other things it will have, but it goes back to the grow, about how you actually process it, understanding the certifications that go with it and all the safety factors you want, such as making sure there's no mold, the proper insecticides are used and the proper processes. He said this is the chance to do it right and reiterated that they need to look at the community first. Don't worry about the outsiders. With respect to the lottery, just make sure they are qualified, that they have the financial backing, and that it's not some consultant coming in and taking the money and going home.

Stephen Hamer addressed Council regarding American with Disabilities Act. He told Council that he is with Stephen's List, an advocacy group. Mr. Hamer said he moved to Trinidad on Saturday and found that the people here have been exceedingly and surprisingly very hospitable. He said the sadness of it is the people with disabilities are being discriminated against at every turn. Coming here he said he counted 79 ADA violations with just the sidewalks and curb cuts. There's a four-way intersection with a curb cut, but the other three are unramped. It forces them on the road. The disabled community has as much right to navigate the community as anyone in here. It is very hard for them to get around. Mr. Hamer said obviously the City's prior administrations have been insensitive to the needs of the disabled community. The American with Disabilities Act has been a federal law for 20 years. It is a civil rights statute and if the City discriminates, then the City is violating our individual civil rights. Mr. Hamer said he checked with the City and was saddened to learn that the City does not have an ADA Coordinator, an ADA grievance process and apparently hasn't conducted a self-evaluation. He said that is a direct violation of the implementing regulations for the American with Disabilities Act. Mr. Hamer said he is willing to lend the knowledge he has to assist the City in the transition to make the City compliant in those areas. It is important that their voices are heard by somebody in the City with matters that pertain to disability because it is not an accessible City. He said he can't even get into the front door of the City Annex building because the threshold is too high. The ADA would require ramping of 21 inches. He asked Council to remember the disabled because they are people too. The City has woefully failed to comply with the ADA. Mr. Hamer said this is a great community and he has met incredible people already. He told Council he knows they are representative of the community and are therefore equally sensitive to the needs of the disabled. He asked that they please consider those three areas. It would make the City much more accessible and businesses would better prosper he thought. Acting City Manager Fineberg stated that the City has three grants now to completely redesign Commercial Street and to also make all of the intersections on Main and Animas Streets ADA compliant, or as best we can get. In a lot of cases it is impossible to achieve, but the City will get as close as possible. He said he anticipates all of Commercial Street becoming ADA compliant. Mr. Hamer said that benefits businesses but not the average citizen living for instance on Stonewall Avenue or Atchison Avenue. He said he has a great curb cut in front of the house he is buying, but no sidewalk. It is very frustrating. Acting City Manager Fineberg agreed and said, not that it is an excuse, but there are fiscal restraints here. We lack capital. Mr. Hamer agreed but said there are alternatives to barrier removal and the City shouldn't try to palliate its non-compliance. It is an affront to the disabled and he said he'd be rather assertive in that area.

COUNCIL REPORTS. Council Members Bonato and Torres had nothing to report.

Councilmember Miles reported that she and Councilmember Fletcher attending the ARPA Board meeting recently and she is aware that people are interested in hearing an update concerning ARPA. She said she will be careful about what she says because the City is in the middle of a legal proceeding involving ARPA. They have reached an agreement in principle in January between Syncora, ARPA and the City. The agreement is confidential until approved by the respective statutory authorities, which is all of the member municipalities of ARPA. However some anticipated issues came up. They will be meeting with the other parties in mid April to try to resolve these issues. She said they hope to have a firm direction by that time and make the agreement publicly available. Councilmember Miles continued that at the request of Marsha Royse, she, City Manager Acre and Ms. Royse met with Steve Larson. He had the prospect of another deal on the Opera House and just wanted to make sure he had the City's cooperation with his new potential investor. She said as she

understands it, having spoken to Mr. Larson this afternoon, a contract has been signed to sell the building to a group from Denver. Their general plan is as previously planned, to build condominiums on the top story and store fronts on the ground level. Mr. Larson will remain involved. She noted that Councilmember Mattie prompted her to call Mr. Larson to follow up.

Mayor Reorda had nothing to report.

Councilmember Bolton told Council that the Bill to fund and save the Southwest Chief was heard today and passed 10 to 1 in the Senate. It will be passed on to the Legislative Committee and then on to Appropriations. She concluded that it is looking very positive.

Councilmember Fletcher reported that Library Director Mallory Pillard has instituted a monthly newsletter, which is something they have not ever done before. She passed out April's copy of the newsletter to Council. She said prospective Library Advisory Board Members will be introduced to Council at the next work session.

Councilmember Mattie commented that coincidently his daughter was buying a house in Denver and in the course of closing today the person arranging for her financing explained that he and a partner are interested and are probably going to buy the Opera House. He said that is consistent with what Councilmember Miles said and is really good and encouraging news.

REPORTS BY CITY MANAGER. None

REPORTS BY CITY ATTORNEY. None.

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses. Mayor Reorda declared the public hearing open and called for comments for or against the ordinance. There being none, the hearing was closed.

Second reading of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Bolton. The motion was seconded by Councilmember Miles and carried by a unanimous roll call vote.

ORDINANCE NO. 1956

AN ORDINANCE CORRECTING THE ARTICLE NUMBER IDENTIFIED IN ORDINANCE NO. 1955, WHICH ESTABLISHED REGULATIONS AND LICENSING REQUIREMENTS FOR MEDICAL MARIJUANA BUSINESSES

First reading of an ordinance adjusting the City of Trinidad landfill rates, and setting a hearing for consideration of said ordinance. The ordinance was introduced by Councilmember Bolton and then read aloud in its entirety. A motion to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on April 15, 2014, was made by Councilmember Fletcher and seconded by Councilmember Miles. Roll call was taken on the motion which carried unanimously.

ORDINANCE NO.

AN ORDINANCE ADJUSTING THE CITY OF TRINIDAD LANDFILL RATES

MISCELLANEOUS BUSINESS. Consent to staff recommendation concerning the procedure on accepting medical marijuana license applications. Mayor Reorda commented to those present that as was indicated, this is a new process. It is new to all of us. Staff burned the midnight oil and lost sleep trying to figure out how to do this. Whether we change mid stream or not should be understandable because it is new and there should be some consideration given. He told those present that their complaints should be expressed at Council meetings and not on the phone, in the middle of the street, in restaurants or in the business place of Council persons. We are still going to make mistakes and are ready to take the heat. Council knew what they were doing when they took this job. There are too many experts in the community that speak after the fact. He asked Acting City Manager Fineberg to communicate the intent of staff and Council. Acting City Manager Fineberg said that regarding the procedure on accepting medical marijuana license applications, one idea staff is considering is to remove the five-applicant limit and proceed with allowing all of those who applied for conditional use permits to be considered for licensing. City Attorney Downs clarified that this matter was discussed in executive session but no decision was made. The indication is that Council is not going to do a lottery or first come first served. Rather they wish to allow applicants who submitted conditional use permit applications by March 28, 2014, numbering 15, to be considered and will have their applications for a license received. Mayor Reorda further clarified that it will also be dependent on if they qualify and pass everything. City Attorney Downs elaborated that with this method in place it is possible that there could be 15 facilities. There are 31 applications; 15 for medical marijuana stores (centers); 15 for supporting operational premise cultivation operations; and one for a medical marijuana infused-products manufacturer licensing. A total of 31 conditional use permit applications were received by the Planning and Zoning Department by March 28th. Councilmember Miles asked how Council amends the ordinance. City Attorney Downs answered that notice will be given and an ordinance removing the limit will be considered at the next work session and meeting.

Hotel and restaurant liquor license renewal request by Bella Luna, LLC d/b/a Bella Luna Pizzeria at 121 W. Main Street. Jeff Quinn was present on behalf of the applicant. Councilmember Bolton made a motion to approve the tavern renewal and the motion was seconded by Councilmember Torres. Upon roll call vote the motion carried unanimously.

Hotel and restaurant liquor license renewal request by Fisher's Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge at 3130 Santa Fe Trail Drive. Victoria Avila was present on behalf of the applicant. A motion to approve the license renewal was made by Councilmember Bolton and Councilmember Bonato seconded the motion. Roll call was taken and the motion carried unanimously.

Special events permit application (malt, vinous and spirituous) filed by Trinidad State Junior College Educational Foundation, Scott Gymnasium, 600 Prospect Street, for April 26, 2014. Toni DeAngelis was present on behalf of TSJC Educational Foundation. Councilmember Fletcher moved for the approval of the special events permit and Councilmember Bolton seconded the motion. The motion carried by a unanimous roll call vote.

First reading of an ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination, and setting a hearing date for consideration of said ordinance. Councilmember Bolton recalled that at their last work session where this was discussed, City Manager Acre was to get back to them with costs and timing for the implementation. She commented that this is premature. Utilities Administrative Assistant Linda Vigil addressed Council. She explained that there are three elements involved with respect to the cost – the actual cost of the device, the installation and the inspection and testing. She continued that the device will cost between $250 to $550 depending on the size. Mayor Reorda suggested this be taken back to work session. A motion to table the ordinance for further discussion at the next work session on April 8th, was made by Councilmember Bolton. The motion was seconded by Councilmember Torres and carried by a unanimous roll call vote.

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CONTROL OF CROSS-CONNECTIONS IN ORDER TO PREVENT BACKFLOW AND PROTECT THE CITY'S WATER SUPPLY SYSTEM FROM CONTAMINATION

Work Agreement with THK for the Trail & Greenway Master Plan. Acting City Manager Fineberg said that this is the work agreement for a grant from the State Trails Program for planning work to identify the areas surrounding the City for incorporation into the greenway and trail development. Staff interviewed consultants and decided THK was the best one and this is the work agreement that they provided the City with. As soon as the agreement is executed we can get to work on that project. The City has received $45,000 from the State Trails Program for this project and the City will match with about $13,000. It is roughly $58,000. A motion to approve the agreement with THK Associates, Inc., was made by Councilmember Fletcher; Councilmember Miles seconded the motion. Roll call was taken and the motion carried unanimously.

Consideration of contract for the Trinidad Downtown Improvements – Commercial Street Phase II Project. Acting City Manager Fineberg told Council that the City has been awarded two grants from Colorado Department of Local Affairs, Energy Impact Assistance Fund, to re-do Commercial Street. This contract is for Phase II of the project, approximately from the Plum Street intersection to Main Street. Phase I is for Commercial Street Bridge to Plum Street. The City has been active in selecting the design consultant. We received seven proposals from design consultants for both Phase I and II combined. Staff has interviewed four of the consultants and will select one in the next week or so. He clarified that this contract being considered is between the City and Colorado Department of Local Affairs for that grant. Councilmember Bolton made a motion to approve the contract with the Department of Local Affairs. Councilmember Fletcher seconded the motion. Upon roll call vote, the motion carried unanimously.

Consideration of Water Lease Agreement between the Bar NI Ranch and the City of Trinidad. Mayor Reorda stated that this is for augmentation. Councilmember Fletcher moved to allow the Mayor to execute the water lease agreement. Councilmember Torres seconded the motion which carried by a unanimous roll call vote.

Consideration of a lease agreement for property adjacent to the City's Wastewater Reclamation Plant. Utilities Administrative Assistant Linda Vigil told Council that this item is before them as a result of Council's interest in leasing the property. The property consists of approximately 64 acres adjacent to the City's wastewater treatment plant. Staff provided notice to customers interested in leasing the property and only received one bid. Councilmember Bolton made a motion to approve the lease agreement (between the City of Trinidad and Daniel Robinson in the amount of $1,202.50 per year for one year with the option to renew for an additional two-year period). The motion was seconded by Councilmember Bonato and carried by a unanimous vote of Council.

BILLS. A motion to approve payment of the bills was made by Councilmember Bolton. The motion was seconded by Councilmember Fletcher. Roll call was taken on the motion and it carried unanimously.

PAYROLL, March 29, 2014 through April 11, 2014. A motion to approve the payroll was made by Councilmember Bolton and seconded by Councilmember Bonato. Roll call was taken and 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 Bolton and seconded by Councilmember Fletcher. The meeting was adjourned by unanimous voice vote of Council.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

CITY OF TRINIDAD
TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, April 8, 2014, immediately following the work session at 1:30 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, April 8, 2014, immediately following the work session at 1:30 p.m. in the Council Chambers at City Hall

The following item is on file for consideration of City Council:

1) First reading of an ordinance amending the number of medical marijuana licenses that may be issued within the corporate City limits, and setting a hearing date for consideration of said ordinance

The meeting was called to order at approximately 3:30 p.m.

Roll call was taken.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

First reading of an ordinance amending the number of medical marijuana licenses that may be issued within the corporate City limits, and setting a hearing date for consideration of said ordinance. Councilmember Miles noted for the record that nothing prevents Council from changing their minds in the future regarding this ordinance. She exampled that they will consider all of the applications and out of 15, ten get licensed. Then of those ten, only three open their doors. Council could then re-visit this ordinance in the future. City Attorney Downs further clarified that these applicants have a year to enact their conditional use permit after they get their conditional use permit. The ordinance was introduced by Councilmember Bolton and then read aloud in its entirety. Councilmember Miles said she spend a lot of time on this issue, from the first come, first served to the lottery, and asked if she could also introduce the ordinance. A motion to approve the ordinance on first reading and consider it further at a public hearing at 1:30 p.m. on April 22, 2014 was made by Councilmember Fletcher. The motion was seconded by Councilmember Torres and carried unanimously upon roll call vote.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, AMENDING THE NUMBER OF MEDICAL MARIJUANA LICENSES THAT MAY BE ISSUED WITHIN THE CORPORATE CITY LIMITS

There being no further business, Councilmember Bolton moved to adjourn and Councilmember Bonato seconded the motion. Upon roll call vote the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

6a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: **APRIL 15, 2014**
PREPARED: **April 4, 2014**
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: **1**

UBJECT: Consideration of an Ordinance Adjusting Trinidad Landfill Fees.

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Staff recommends City Council approve the Ordinance adjusting the City of Trinidad Landfill Fees on first reading.

SUMMARY STATEMENT:
It has been over 10 years since the rates at the Trinidad Landfill were adjusted. Since this time, several important updates have been done at the site; in addition, the cost of operating the Landfill has increased. The City is also required by State mandate to maintain funds for the closure and post closure monitoring of the Landfill.

The Ordinance adjusting Landfill was previously presented and discussed by City Council in late January 2014. Staff received additional input regarding the proposed rate change regarding fees for roll-off containers. Instead of weight charge for roll off containers a flat fee will be assessed based on the size of the container. The same fee will be charged regardless of if the roll-off container is full or partially full. An additional 10% charge will be added to the fee if the container is filled above the top of the container.

Interest has been expressed from an individual to lease and operate the scale for a set fee payable to the City. Staff is anticipating receiving a written proposal and will evaluate the feasibility of the proposal and need to solicit additional proposals. This will potentially enhance revenue from landfill operations as well.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Increasing the City of Trinidad Landfill Fees as recommended.

ALTERNATIVE: City Council could elect to approve a greater fee increase, modify the recommendations presented or could elect to not increase fees.

6a

BACKGROUND INFORMATION:
The City of Trinidad owns and operates the Trinidad Landfill located at 2401 North State Street. The Landfill is open to the public Monday – Friday from 7:00 to 3:00 and Saturday from 8:00 to 12:00. The City currently employs 3 full time personnel at the Landfill.

It has been in excess of 10 years since the rates at the Landfill were adjusted. Since this time, several important updates have been done at the site. The City purchased a scale, which will allow vehicles to be weighed and waste to be calculated by weight rather than cubic yard. Also, the City purchased additional land that will be used to provide necessary cover (dirt) for the deposited waste in the future.

Staff researched comparable landfills in the region and used these findings to recommend the following fee increases. The current Landfill rates and recommended increases are as follows:

	Current Rate	**Recommended Increase**	**New Rate**
Resident of City:			
Typical Waste	$4.00/cubic yard(cyd)	$2.00/cyd	$6.00/cyd
Construction Waste	$4.00/cyd	$3.00/cyd	$7.00/cyd
Yard Waste	$4.00/cyd	$3.00/cyd	$7.00/cyd
35 Gallon Bag Sticker	$0.65/bag	$0.35/bag	$1.00/bag
Resident of County:			
Typical Waste	$4.00/cyd	$2.50/cyd	$6.50/cyd
Construction Waste	$4.00/cyd	$4.00/cyd	$8.00/cyd
Yard Waste	$4.00/cyd	$4.00/cyd	$8.00/cyd
35 Gallon Bag Sticker	$0.65/bag	$0.60/bag	$1.25/bag
Commercial:			
Typical Waste	$4.00/cyd	$2.00/cyd	$20.00/ton = $6.00cyd
Construction Waste	$4.00/cyd	$3.00/cyd	$23.33/ton = $7.00cyd
Special Waste:	$6.00/cyd	$4.00/cyd	$10.00/cyd
Tires:	$1.00 - $2.50 - $15.00	$1.00 - $1.50 - $3.00	$2.00 - $4.00 - $18.00

Based on the three year average (2010, 2011, and 2012) the Trinidad Landfill processed 42,953 cubic yards of refuse. Using this average, staff conservatively estimates an increase in Landfill revenue of $86,000 per year based on new rates. It can be anticipated with the other fee changes we should see additional increase in revenue.

This ordinance was approved on first reading on April 1, 2014. One correction has been made to the rates for the roll offs. The ordinance approved on first reading indicated that a 40-cubic yard roll off would carry a charge of $260.00. Based on the total $6.00 per cubic yard charge, that rate should be $240.00. The ordinance has been corrected for your consideration on second reading.

City of Trinidad, Colorado

ORDINANCE NO.

AN ORDINANCE ADJUSTING THE CITY OF TRINIDAD LANDFILL FEES

WHEREAS, the City of Trinidad owns and operates a municipal solid waste disposal facility; and

WHEREAS, it has been in excess of ten years since the City adjusted landfill fees; and

WHEREAS, a rate increase is necessary in order to provide sufficient revenues to cover operation and maintenance of the municipal landfill.

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

1. Section 11-12, City Landfill Fees of Chapter 11, Municipal Solid Waste, of the Code of Ordinances of the City of Trinidad is repealed and re-enacted in its entirety as follows:

Section 11-12. City Landfill Fees.

(1) Fees assessed for the disposal of garbage, trash, and tire carcasses, and all other types of acceptable refuse at the Trinidad Landfill shall be at the following rates for each delivery:

(a) City residents

(I) Typical municipal waste, $5.75 per cubic yard
(II) Construction waste, $6.75 per cubic yard
(III) Yard waste, $6.75 per cubic yard
(IV) One dollar ($1.00) per container of waste material not to exceed thirty-five (35) gallons in volume

(b) County residents

(I) Typical municipal waste, $6.25 per cubic yard
(II) Construction waste, $7.75 per cubic yard
(III) Yard waste, $7.75 per cubic yard
(IV) One dollar and twenty-five cents ($1.25) per container of waste material not to exceed thirty-five (35) gallons in volume

(c) Commercial haulers, roll offs and any other non-residential large scale vehicle

(I) Typical municipal waste, $20.00 per ton (equivalent to $5.75 per cubic yard plus $0.25 surcharge referenced in Section 11-12(1)(e))

(II) Construction waste, $23.33 per ton (equivalent to $6.75 per cubic yard plus $0.25 surcharge referenced in Section 11-12(1)(e))

(III) Roll off containers will be charged a flat fee as follows:

- 10 cubic yards -$60.00
- 15 cubic yards - $90.00
- 20 cubic yards - $120.00
- 30 cubic yards - $180.00
- *40 cubic yards - $240.00*

(A 10% charge will be added to the fee for containers that are overfilled)

(d) Special waste shall not be subject to the rate set forth in subsection (a) or (b), but instead shall be subject to the following rates.

	Disposal fee
(I) Special wastes such as contaminated soil, sand trap waste, non-friable asbestos, and other similar wastes which require additional handling by landfill personnel	$9.75 per cubic yard minimum fee, special negotiation may be required.
(II) Passenger car tires and light truck tires up to and including a 16 ½" wheel size	$2.00 per tire
(III) Medium duty and heavy duty truck tires ranging in size larger than a 16 ½" wheel up to and including a 22 ½" wheel	$4.00 per tire
(IV) All tires sizes larger than a 22 ½" wheel up to and including heavy equipment tires	$18.00 per tire

(e) A surcharge of $0.25 per cubic yard for anticipated future landfill closure expenses shall be added to the foregoing fees, set forth in subsections (a)(b)(c) and (d)(I) with the revenues from such surcharge to be placed in a restricted fund, to be used for landfill closure purposes only.

(2) Such fees shall be in effect and added to the monthly utility bill commencing with the adoption of this ordinance and shall be due and payable with said utility bill. Any individual who is not a customer of one or more of the City's utility services shall be billed the following month for the prior month's charges and payments are due and payable upon receipt of statement.

(3) All garbage, rubbish, or other waste material under the control of the City at the City landfill, shall be the property of the City, and it shall be unlawful for any person to enter upon such sites, or carry off, dispose of, burn or in any manner disturb or molest any matter or item deposited or existing upon such sites, except under the direction or authority of the Public Works Director or his/her designee.

(4) All vehicles hauling municipal waste for disposal at the landfill shall be enclosed or tarped. Any person who does not comply with this requirement shall be assessed a double charge for disposal of his/her load.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED PUBLISHED, this 1st day of April, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____day of _____, 2014.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

6b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 15, 2014
PREPARED: April 9, 2014
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: 1

SUBJECT: Consideration of an Ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: As per request of City Council, this item was tabled at the April 1, 2014 Regular meeting for further discussion and consideration of an ordinance regarding the recommended backflow prevention methods and scheduling the approval of the ordinance by City Council at a future regular meeting.

SUMMARY STATEMENT:
The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the city's public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The ordinance shall allow staff to implement the program to identify possible cross connections, ensure that cross connection control devices are installed where needed, and to set forth the schedule of periodic testing of the installed control devices. It should be noted that the city is not in compliance and may be subject to future penalties.

EXPENDITURE REQUIRED: The costs associated with the installation, maintenance and the inspection of the backflow preventers will be the customer's responsibility; however, city facilities will be required to comply with the ordinance and staff will have to survey the needs of city facilities to determine the cost.

SOURCE OF FUNDS: City Department Budgets - based upon designated location of backflow device within city owned facilities.

POLICY ISSUE:
A Backflow Prevention/Cross Connection Program is mandated and necessary to comply with Article 12 of the Colorado Drinking Water Regulations. The approval of the ordinance will allow staff to implement and enforce the program and protect the City's water supply by preventing cross connection and backflow problems.

6b

ALTERNATIVE: City Council could request modifications to the proposed ordinance.

BACKGROUND INFORMATION:
The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The implementation of the program will allow staff to identify possible cross connections, ensure that cross connection control devices are installed where needed, and ensure the installed devices are tested regularly. The cross connection/backflow prevention ordinance was provided to City Council on January 10, 2012 for discussion during a work session by then Superintendent Jim Fernandez. The cost to the customers was discussed by City Council members at length and at the time City Manager Gil de Rubio was also working on an energy audit in hopes of offsetting some of the cost to the customers created by the imposition of requirements of the ordinance. The implementation of the program was postponed at that time and due to employee turnover the ordinance was further delayed. It is now necessary to bring this issue to the forefront to comply with the state mandate.

City of Trinidad, Colorado

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CONTROL OF CROSS-CONNECTIONS IN ORDER TO PREVENT BACKFLOW AND PROTECT THE CITY'S WATER SUPPLY SYSTEM FROM CONTAMINATION

WHEREAS, the City of Trinidad's Water Department is a water activity enterprise of the City of Trinidad that operates and maintains a public water system for the use and benefit of the inhabitants of the City and other water users within its service area; and

WHEREAS, the federal Safe Drinking Water Act, codified as 42 USC § 300f, et seq., and the regulations promulgated with respect thereto, create a duty for federal, state and local authorities to do those things necessary to protect public water systems, such as the City's, from the entry of contaminants that could be harmful to the health of persons connected to and otherwise using such system; and

WHEREAS, federal law authorizes civil and criminal actions against persons, including governmental entities that operate water supply systems, that fail to comply with lawful orders issued pursuant to the Safe Drinking Water Act and associated regulations; and

WHEREAS, the State of Colorado has adopted a statute generally making it unlawful for any person, including local governments and the officials thereof, to willfully violate, disobey or disregard any public health law of the state (see § 25-1-114, C.R.S.); and

WHEREAS, in response to the federal mandate in the Safe Drinking Water Act, this Colorado statute specifically makes it unlawful for any person to make, install or maintain any cross-connection between a water system providing drinking water to the public and any pipe, plumbing fixture or water system which contains water of a quality below the minimum general standards for drinking water supplied to the public [§ 25-1-114(1)(h), C.R.S.]; and

WHEREAS, in addition to possible criminal penalties, Colorado law permits the institution of civil actions and the imposition of civil penalties against those who violate state public health standards and regulations (§ 25-1-114.1, C.R.S.); and

WHEREAS, the Colorado Primary Drinking Water Regulations, contained in Article 11 as it currently exists or as may be amended thereof, mandates that a public water system shall have no uncontrolled cross connections to pipes, fixtures or supplies that contain water not meeting minimum state standards for drinking water and also require all public water system operators to protect their water supply systems from contamination; and

WHEREAS, said regulations also enumerate four ways in which a supplier of water "shall protect the public water system," including:

a. Identification of hazardous service connections;

b. Requiring system users to install and maintain containment devices on

health hazard service connections;

c. Requiring that containment devices be approved by the water supplier prior to installation; and

d. Requiring that all containment devices be tested and maintained as necessary upon installation and at least annually thereafter, by a trained and certified cross-connection control technician as referenced in the Hazardous Cross Connection Section of the Colorado Primary Drinking Water Regulations; and

WHEREAS, in order to comply with the foregoing federal and state mandates, and more importantly to do what is necessary and prudent to protect the City's water supply system and the health and welfare of those connected to its system, the City Council of the City of Trinidad has determined that a cross-connection control ordinance, as hereinafter set forth, should be adopted and enforced.

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

Section 12-86 is hereby added to the City of Trinidad's Municipal Code to read as follows:

CHAPTER 12, ARTICLE 5
BACKFLOW PREVENTION AND CROSS-CONNECTIONS

Sections:

12-86(1)	Definitions
12-86(2)	Requirements
12-86(3)	Compliance procedures
12-86(4)	Appeals
12-86(5)	Jurisdictional issues and conflicts
12-86(6)	Violation and Penalties

12-86

(1) Definitions
Unless the context specifically indicates otherwise, the meanings of terms used in this Chapter shall be as follows:

a. "Approved backflow prevention assembly" means a backflow prevention assembly described in Foundation for Cross-Connection Control and Hydraulic Research's (FCCC&HR) most current "list of approved backflow prevention assemblies" or American Society of Sanitary Engineers (ASSE).

b. "Backflow" means the undesirable reversal of the direction of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source(s) caused by backpressure and/or backsiphonage.

c. "Backflow preventer" means a device designed to prevent backflow created by backpressure or backsiphonage.

d. "Backpressure" means backflow caused by a pump, elevated tank, boiler or means that could create an elevated pressure within the nonpotable system greater than the supply pressure.

e. "Backsiphonage" means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by negative or sub-atmospheric pressure in the potable water supply system.

f. "Certified cross-connection control technician" means a person who has the responsibility for the testing, operation and maintenance of cross-connection control devices and is certified as specified in accordance with the provisions of Article 11 of the Colorado Primary Drinking Water Regulations.

g. "Colorado Cross-Connection Control Manual" means the most recent edition of a manual that has been published by the state addressing cross-connection control practices which will be used as a guidance document for the utility in implementing a cross-connection control program as outlined in Section 12-86(2)

h. "Containment" means the installation of an approved backflow prevention device, or method, on the water service line(s), so that water delivered to the service line cannot return to the City potable water distribution system due to any backpressure and/or backsiphonage condition which might arise.

i. "Contamination" means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

j. "Cross-connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains, or may contain, contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross-connections.

k. "City Manager" means the City Manager of the City of Trinidad or, if this person is not available, his or her subordinate designated by the City Manager in writing.

l. "Hazard degree" means an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

m. "Isolation" means a backflow device installed on a branch of the internal plumbing to protect the customer's water system.

n. "Non-potable water" means water that is not safe for human consumption or that is of questionable quality.

o. "Plumbing Codes" means the most recent edition of the plumbing codes that has been published by International Code Council and adopted by city ordinance.

p. "Pollution" means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.

q. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with State of Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

r. "Utility" means the City of Trinidad's Water Department, a water activity enterprise of the City of Trinidad.

s. "Water service connection" means the customer's water service connection from the point of tap on the public potable water system; to the point where the service line enters the customer's structure (residential or business) including the customer's stop box or shut-off valve or meter, whichever comes first, from the utility water main. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include any other temporary or emergency water service connections from a fire hydrant or any connection to the public potable water system.

(2) Requirements

a. Implementation and Enforcement of a Cross-Connection Control Program

(I) The City Manager and/or his or her designee is vested with the authority and responsibility for implementing and enforcing an effective cross-connection control program in accordance with the provisions of this Chapter.

b. Backflow Preventers Required At All Service Connections.

(I) The City Manager and/or his or her designee will identify those customers who are likely to have a cross connection and an approved backflow preventer shall be required to be installed at any uncontrolled water service connection for the safety and protection of the City's water supply system and water users connected to that system.

(II) Property owner's and/or Agent's of the property shall be required to obtain a Backflow Service Permit (BSP) prior to the installation of the backflow prevention device. The installation of the backflow preventer must be performed by a licensed a plumber or certified cross connection control technician. The city reserves the right to impose a fee for the issuance of the Backflow Service Permit.

c. The City Manager and/or his or her designee shall have the authority to specify the type of backflow preventer to be installed at each service connection. The decision with respect to the type of backflow preventer that will be required in any specific situation shall be based upon:

(I) The degree of hazard posed by the facility connected or to be connected to the City water supply system.

(II) The degree of hazard shall be determined on a case-by-case basis, depending upon the circumstances of each particular case.

(III) In making determinations as to the degree of hazard and the type of device required, owners shall rely upon the latest published edition of the Colorado Cross-Connection Control Manual for guidance and may rely upon other generally accepted authorities, including but not limited to the official publications of the American Society of Sanitary Engineering and Section 608 of the International Plumbing Codes.

(IV) The City Manager and/or his or her designee may give notice in writing to the customer to install such an approved backflow prevention device at each service connection to the customer's premises.

d. Inspections and Testing Procedures.

(I) The City Manager and/or his or her designee has the authority to inspect any system owned and maintained by a utility customer to determine the extent and degree of hazard

e. The City Manager and/or his or her designee shall notify the utility customer/owner at any premises where containment backflow preventers are installed to have certified inspections and operational tests made upon installation of the containment device and at least once per year

thereafter.

(I) The City Manager and/or his or her designee may require certified tests at more frequent intervals if the potential hazard is deemed to be great enough. These inspections and tests shall be performed by a certified cross-connection control technician

f. The City Manager and/or his or her designee reserves the right to inspect or require the inspection of installed backflow preventers at any time to ensure the devices are in proper working order. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. These inspections, tests and repairs shall be at the owners' expense. Records of such tests, repairs and overhaul, including materials and parts changed, shall be filed with the City Manager's office within ten days of such activities. The Utility shall keep and maintain such records in accordance with the requirements of applicable law.

(I) Containment devices will be tested annually according to the Colorado Revised Statutes and Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

(II) If such devices are allowed by the City Manager and/or his or her designee as an acceptable alternative to total containment, isolation devices used to isolate and lower the overall degree of hazard for a property will be tested on a schedule determined by the City Manager and/or his or her designee.

(III) Isolation devices used on lawn irrigation sprinkler devices will be tested upon installation, repair or relocation, but in any event no less often than once annually.

g. Policy

(I) No water service connection to any premises shall be installed or maintained unless the water supply is protected as required by Colorado Revised Statutes, the regulations of the Colorado Department of Public Health and Environment and by this Chapter.

(II) Water service to any premises shall be denied or discontinued, as the case may be, by the Utility if:

(A) A backflow preventer required by this Chapter is not installed within the time period specified; or

(B) An approved backflow preventer has been

removed or bypassed; or

(C) An unprotected cross-connection exists on the premises; or

(D) An approved backflow preventer is not maintained.

(III) Whenever service is denied or discontinued, it shall not be provided or restored until the condition or defect identified in subparagraph 12-86(2)(g)(II) has been corrected.

(IV) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the City Manager and/or his or her designee to determine whether cross-connections or other structural or sanitary hazards, including violations exist.

(V) When, as a result of an inspection, a condition involving a violation results in a health or sanitary hazard is determined to exist, or a utility customer and/or owner fails to properly test, repair, or otherwise maintain a backflow preventer as required, the City Manager and/or his or her designee shall have the option of immediate discontinuance of water service to the premises until the condition has been corrected, or may specify a date for compliance after which time the City Manager and/or his or her designee may discontinue service until the customer has corrected the condition.

h. Installations of Backflow Prevention Devices

(I) At the customer's expense, backflow preventers shall be installed immediately downstream of the water service customer's water meter, whether the meter is a pit set or an interior set. In all cases, backflow preventers must be installed before the first branch line leading off the service line.

(II) With the City Manager and/or his or her designee approval, a backflow preventer may be installed to isolate a hazard and lower the degree of hazard for containment. Such approval shall not be given unless the City Manager and/or his or her designee is convinced that the use of the isolation device will pose no threat to the public water supply system.

(III) All backflow preventers shall be located and installed according to the manufacturer's specifications and in accordance with the Colorado Cross-Connection Control

Manual. The City Manager and/or his or her designee shall review and approve all plans as to the type, location and installation of backflow prevention devices.

(IV) Utility customers and/or owner shall be responsible for the design, installation and maintenance of properly sized and located drains and drain systems whenever the type of backflow preventer specified or approved by the City Manager and/or his or her designee requires a drain.

(V) Plans shall not be modified relative to the type, location or installation of any backflow preventer approved by the City Manager and/or his or her designee without the City Manager and/or his or her designee's prior knowledge and written authorization.

(VI) If the location or removal of the backflow preventer results in the meter becoming contaminated, the customer shall bear the cost of decontamination.

i. Device Testing Equipment

(I) The acceptability of any testing gauge or apparatus shall be determined by the City Manager and/or his or designee.

(II) Any testing gauge, apparatus or scientific instrument utilized for the testing of backflow prevention devices shall be checked for accuracy at least yearly and be in calibration as certified by the cross connection technicians who perform the testing. The City Manager and/or his or her designee may require written certificates or other proof of calibration for such items to be filed with the utility.

(III) At a minimum, all test gauges must meet ASSE-1064 Standards for Gauges

(IV) All Certified Cross-Connection Technicians who perform work in the City shall obtain a contractor's license and file copies of their licenses.

j. Listings Identifying Approved Backflow Prevention Devices.

(I) Any approved backflow prevention assembly required shall be of a type and size approved by the City Manager and/or his or her designee and listed in the FCCC & HR's List of Approved Backflow Prevention Assemblies, American Society of Sanitary Engineers (ASSE) Series 5000 and/or Colorado Plumbing Codes.

(3) Compliance Procedures

a. Installation of Required Devices

(I) Upon completion of inspection of the premises, or, in the case of new construction, on review of the construction plans, the City Manager and/or his or her designee shall notify the owner in writing of the type of device that will be required at each service connection within the owner's facility.

(II) The owner shall, at its expense, purchase and install the device and any necessary plumbing or construction. Such plumbing and construction shall meet all provisions of the Colorado Cross-Connection Control Manual, Plumbing Codes and/or City of Trinidad design standards and construction specifications and must be inspected and approved by the City Manager and/or his or her designee. The device, including any device installed prior to the effective date of this ordinance, shall be the property of the owner.

b. Compliance Required

(I) The utility will take necessary action to ensure compliance with the Colorado Department of Health, Primary Drinking Water Regulations, 5 CCR 1003-1, and more specifically Article 11 thereof, and the Colorado Revised Statues, Section 25-1-114, as amended.

(II) The owner of the premises is required to permit entry to the premises for inspection, testing and maintenance purposes at reasonable times. Failure to permit entry to the premises will result in the premises being regarded as a high hazard, and a reduced-pressure-principle device will be required to protect the City of Trinidad's water supply system.

(III) The owner is required to provide all necessary plumbing and construction needed for the installation of the device. Failure to provide such required plumbing and construction will result in action being taken as provided for in Section 12-86(6)

(IV) A member of the board of appeals or employee of the City of Trinidad charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relived from personal liability for any damage accruing to persons or property as a result of

any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provision of this code shall be defended by a legal representative of the jurisdiction until the final termination of the proceedings. The City Manager or any subordinate shall not be liable for the cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(4) Appeals

a. Any decision of the City Manager and/or his or her designee concerning the type of backflow preventer required with respect to any water service connection, may be appealed to the City of Trinidad Board of Building Code Appeals, provided the owner files a notice of appeal to the Office of the City Clerk within 15 days following the date upon issuance of the city's written notice.

b. The notice of appeal shall identify the property owner by name, mailing address, telephone number and email address, if any, and include the address of the owner's facility. In addition, the notice shall:

(I) Identify the City Manager and/or his or her designee's decision, which is being appealed; and

(II) Identify the type of backflow preventer that the owner believes should be installed at the owner's facility; and

(III) Include the owner's reasons for preferring such backflow preventer, instead of the backflow preventer designated by the City Manager and/or his or her designee, with or without written documentation supporting the owner's position.

c. After owner's and/or agent's filing of the notice of appeal, the City Clerk, by written notice specifying the date, time and place of the hearing, shall schedule a hearing. Such hearing shall be conducted within 20 days following the date upon which the notice of appeal was filed, unless the owner and the City Manager both agree to a later hearing date. At the hearing, the owner may present testimony, evidence and arguments in support of the owner's position and the City Manager and/or his or her designee may present testimony, evidence and arguments in support of the City Manager and/or his or her designee's decision.

d. The City Manager's and/or his or her designee's decision shall be affirmed unless the Board of Building Code of Appeals finds that the City Manager's and/or his or her designee's decision was arbitrary or capricious or that such decision violates applicable federal, state or local law. The Board of Building Code of Appeal's decision shall be rendered at the said hearing and the decision shall be final.

e. The paramount issue with respect to any appeal will be whether the type of backflow preventer authorized will adequately protect the public water supply system

f. Before deciding any appeal, the Board of Building Code of Appeals shall consider:

(I) Whether the backflow preventer specified by the City Manager and/or his or her designee is necessary to adequately protect the City's water supply system;

(II) Whether the backflow preventer preferred by the owner would adequately protect the City's water supply system;

(III) Whether the use of the backflow preventer preferred by the owner, when compared to the backflow preventer designated by the City Manager and/or his or her designee, is likely to result in a material decrease in the level of protection to the public water supply system.

g. In cases where an existing structure is being remodeled or reconstructed or where a change in the use of an existing structure will or may create a greater degree of hazard to the public water supply system than previously existed, the City Manager may consider:

(I) Differences in the type of devices and backflow prevention assemblies, when comparing the type of backflow preventer specified by the City Manager and/or his or her designee to the type of backflow preventer preferred by the owner;

(II) Differences in the installation and maintenance of the two types of backflow preventers being compared;

(III) Other significant differences or practical difficulties associated with the use, installation and/or maintenance of the backflow preventers being compared;

(IV) Other relevant life, safety or health concerns raised by the City Manager and/or his or her designee or the owner.

(5) Jurisdictional issues and conflicts:

In the event the provisions of 12-86 are in conflict with the requirements of any plumbing code or regulation applicable in the City of Trinidad, the provisions of 12-86 shall apply to the extent necessary to resolve the conflict and shall be binding upon all plumbing officials performing official duties within the City.

(6) Violations and Penalties

a. The City Manager and/or his or her designee shall notify the owner, or authorized agent of the owner, of the building or premises of a violation of this Chapter. The City Manager and/or his or her designee shall set a specific time for the owner to have the violation removed or corrected. If the owner fails to correct the violation in the specified time, the City Manager and/or his or her designee may, if in his or her judgment decide the connection poses an imminent health hazard, suspend water service to the building or premises. Additional fines or penalties may also be invoked following suspension of service.

b. Violations of this Chapter may be prosecuted in municipal court and, upon conviction thereof, a violator may be fined at a minimum of $300 and not to exceed $2,650 per violation, per day.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED, this _____ day of _____, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____day of _____, 2014.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

7a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 15, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 5

SUBJECT: 3.2% Beer Retail License (Off-Premises) renewal request by Safeway Store Forty-Six, Inc. d/b/a Safeway Store #722

PRESENTER: Safeway representative

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- Fees have been paid.
- The departmental report from the Fire Department indicated no issues.
- The Building Inspector identified that ceiling tiles upstairs need to be replaced; a handrail needs to be attached; the electrical panels blocked in the bakery area; air gap needed in floor sink in bakery area; electrical panels are blocked in the storage area; storage needs to be 18 inches below the sprinkler heads.
- The Police Department had no calls for service in the past year.
- Disclosure statements from Councilmembers Miles & Torres are attached.
- Appropriate fees have been paid.
- Gene Benine, the Manager at our local store, was notified on April 9, 2014 of the fact that someone needs to be present at the meeting to represent Safeway.

7a

R 8400 (Revised 09/01/12)
OLORADO DEPARTMENT OF REVENUE
IQUOR ENFORCEMENT DIVISION
UBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

10171 78.75 LIQ

Fees Due	
Renewal Fee	$96.25
Storage Permit $100 x ____	_____
Optional Premise $100 x ____	_____
Related Resort $75 x ____	_____
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue.** The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

SAFEWAY STORE #722
PO BOX 29096
PHOENIX AZ 85038-9096

LEASE VERIFY & UPDATE ALL INFORMATION BELOW | **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
SAFEWAY STORE FORTY SIX INC		SAFEWAY STORE #722		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
21706640017	3.2% Beer Off Premises (city)	21706640017	6/17/2014	5/3/2014
Street Address				Phone Number
457 W MAIN ST TRINIDAD CO 81082-2623				719-846-2246
Mailing Address				
PO BOX 29096 PHOENIX AZ 85038-9096				
Operating Manager	Date of Birth	Home Address		Phone Number
Gene Benine	[redacted]	[redacted]		[redacted]

1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO
   Is the premises owned or rented? ☑ Owned ☐ Rented* *If rented, expiration date of lease_____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☑ NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☑ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☑ YES ☐ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☑ YES ☐ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title Don R. Johnson Director Financial Reporting
Signature Don R. Johnson	Date 3/26/14

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For Trinidad		Date
Signature	Title Mayor	Attest

ATTACHMENT TO BEER LICENSE APPLICATION FOR
SAFEWAY STORES 45, INC. and SAFEWAY STORES 46, INC.

Question #5

Safeway Stores 45, Inc. and Safeway Stores 46, Inc. currently hold numerous 3.2% licenses in Colorado. Both of these entities have occasionally had a license suspended. See attached list for suspensions within the past year. Safeway Stores 46, Inc. Yes, had a Safeway application denied in the City of Aurora (January, 2002) based on needs and desires issues. However, the application was reconsidered and unanimously approved in February of 2002. Safeway Stores 45, Inc. have had not had any applications for 3.2% beer denied.

STATE OF COLORADO

LIQUOR ENFORCEMENT DIVISION
Department of Revenue

Business Location
1881 Pierce Street, Suite 108A, Lakewood, CO 80214
Phone (303) 205-2300
FAX (303) 205-2341

E-mail: soliver-cole@spike.dor.state.co.us

Website: www.revenue.state.co.us/liquor_dir/liquor.html

Bill Ritter
Governor

Roxy Huber
Executive Director

Dan Hartman
Acting Division Director

May 14, 2007

SAFEWAY STORE FORTY FIVE INC
ATTN: LIQUOR LICENSING
PO BOX 29096
PHOENIX AZ 82038-9096

License # 21-79919-0000

Dear Licensee:

Every time the State of Colorado Liquor Enforcement Division receives a renewal application for one of your Safeway stores we received the attached Information packet. We do not require this, even if there are changes to the corporate structure because Safeway Store Forty Five Inc & Safeway Stores Inc is a Master File. Therefore the information only need be changed on the Master File only when necessary. If the local licensing authority for each jurisdiction requires it then forgive me for bringing it up. I felt I should try to save your company on the postage.

Please contact our office at (303) 205-2300 if you have any questions.

Sincerely,

Sheila

Sheila Oliver-Cole
Licensing Specialist

3/21/14

SAFEWAY STORES 45 & 46 INC VIOLATIONS LIST

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #1533 2901 F. Road Grd. Junction, CO 81504 Our File No .607	1/24/2014	15 day suspension with 10 days held in abeyance for one year and $200 fine paid for remaining 5 days.
Safeway Stores 45, Inc. Safeway Store #0322 1701 Jackson Street Golden, CO 80401 Our File No .605	1/9/2014	Show Cause Hearing
Safeway Stores 45, Inc. Safeway Store #1599 12442 W. Ken Caryl Littleton, CO 80127 Our File No .604	12/7/2013	Show Cause Hearing: Stipulation approved 2/28/14. 15 day suspension with 10 days held in abeyance for one year. 5 days served by payment of $200 fine in lieu.
Safeway Stores 46, Inc. Safeway Store #3714 617 W. 29th Ave. Pueblo, CO 81008 Our File No .602	11/25/2013	Sale to a Minor; filed response to order to show cause notice of hearing
Safeway Stores 46, Inc. Safeway Store #1656 1601 Coalton Road Superior, CO 80027 Our File No .597	8/8/2013	Show Cause Hearing; held on 8/27/13
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .595	7/25/2013	8/26/2013 date of admission: 30 day suspension imposed and served
Safeway Stores, Inc. Safeway Store #1438 415 N. Main Street Aztec, New Mexico 87410 Our File No .588	5/2/2013	6/24/2013 date of admission, 1 day suspension served on 7/25/2013, $1,000 fine paid
Safeway Stores 46, Inc. Safeway Store #1863 1550 Highway 92 Delta, CO 81416 Our File No .587	4/10/2013	05/17/2013 date of admission: 15 day suspension, 10 days held in abeyance for 1 year, $200 fine in lieu of serving remaining 5 days.
Safeway Stores 46, Inc. Safeway Store #1681 1301 Main St. Alamosa, CO 81101 Our File No .586	3/16/2013	4/15/2013 date of admission: 10 days suspension, 7 days held in abeyance for 1 year, $200 fine in lieu of serving remaining 3 days

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #2625 681 Horizon Drive Grd. Junction, CO 81506 Our File No .581	2/13/2013	4/10/2013 date of admission: 15 days suspension, 10 days held in abeyance for 1 year, $200 fine in lieu of serving remaining days
Safeway Stores, Inc. Safeway Store #0549 500 E. Third Sreet Alliance, Nebraska 69301 Our File No .582	2/13/2013	5/08/2013: 7 day suspension imposed, payment of $350.00 fine in lieu of suspenion elected
Safeway Stores 45, Inc. Safeway Store #2138 1730 S. Buckley Road Aurora, CO 80017 Our File No. 580	1/15/2013	Show Cause Hearing date to be determined
Safeway Stores 46, Inc. Safeway Store #0637 37500 E. US Hwy 40 Steamboat Spgs, CO 80488 Our File No .578	1/11/2013	4/10/2013 sanction imposed,19 days suspension, 12 days held in abeyance for 1 year, $488.60 fine paid in lieu of 7 remaining days
Safeway Stores 45, Inc. Safeway Store #1828 8134 Colorado Blvd. Firestone, CO 80520 Our File No .577	10/3/2012	2/28/2013 sansction imposed, 19 day suspension, 10 days actually served, 9 days held in abeyance for 1 year
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 80215 Our File No .574	8/3/2012	10/1/2012 sanction imposed, 15 day suspension, 10 days held in abeyance for 1 year, fine paid of $1,395 for 5 days remaining
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .573	5/28/2012	15 days suspension, 10 days held in abeyance for 1 year, fine to be determined at Show Cause Hearing 8/16/2012
Safeway Stores 45, Inc. Safeway Store #0008 7375 E. Arapahoe Road Centennial, CO 80112 Our File No .570	4/25/2012	Show Cause Hearing in Douglas County pending. No violation for this store in eight years.
Safeway Stores 45, Inc. Safeway Store #1480 9255 S. Broadway Highlands Ranch, CO 80126 Our File No .568	3/12/2012	$200 fine paid in lieu of suspension

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #0320 1122 11th Ave. Greeley, CO 80631 Our File No .564	1/7/2012	15 day suspension, 10 days held in abeyance for 1 year, paid $200 fine in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #1045 1300 Dexter Street Fort Lupton, CO 80621 Our File No .562	12/11/2011	02/07/2012 sanction imposed, 15 days suspension, 10 days held in abeyance for 1 year, paid $200 fine in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #2520 111 18th Street Burlington, CO 80807 Our File No .563	11/13/2011	1/20/2012 sanction imposed, 14 day suspension, paid $515.48 for all 14 days.
Safeway Stores 45, Inc. Safeway Store #2910 1632 Hover Road Longmont, CO 80501 Our File No .560	9/7/2011	15 day suspension, 10 days held in abeyance for 1 year, $200 fine paid in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #2824 1900 Highway 24 Leadville, CO 80461 Our File No .559	8/9/2011	10 day suspension, 5 days held in abeyance for 1 year, $200 fine in lieu of 5 days.
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 80215 Our File No .558	7/18/2011	14 day suspension, 10 days held in abeyance for 1 year, $200 fine paid in lieu of remaining 4 days.
Safeway Stores 46, Inc. Safeway Store #3714 617 W. 29th Ave. Pueblo, CO 81008 Our File No .557	7/7/2011	15 days suspension, 10 days held in abeyance for 1 year, $200 fine paid in lieu of remaining 5 days.
Safeway Stores 46, Inc. Safeway Store #1791 1535 Main Street Windsor, CO 80550 Our File No .556	6/22/2011	8/24/2011 Hearing Held
Safeway Stores 45, Inc. Safeway Store #2792 27152 Main Street Conifer, CO 80433 Our File No .555	6/6/2011	Admitted sale to minor, received 24 day active suspension. Signs posted 9/6/11 thru 9/23/11

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street, Salida, CO 81201 Our File No .554	3/7/2011	14 day suspension, 9 days held in abeyance for 1 year, 2 days actually served, $200 fine paid in lieu of 3 days suspension.
Safeway Stores 45, Inc. Safeway Store #1873 771 Thornton Parkway Thornton, CO 80229 Our File No .551	2/7/2011	15 day suspension, 10 days held in abeyance for 1 year, $200 fine paid in lieu of 5 days suspension
Safeway Stores 46, Inc. Safeway Store #1578 1101 E. U.S. Highway 24 Woodland Park, CO 80863 Our File No .548	2/4/2011	14 day suspension, 10 days held in abeyance for 1 year; $398 fine paid in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #1975 6925 Mesa Ridge Parkway Fountain, CO 80817 Our File No .547	1/22/2011	14 day suspension, 10 days held in abeyance for 1 year, paid $200 fine in lieu of remaining 4 days.
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .545	10/19/2010	15 day suspension, 10 days held in abeyance for 1 year; $200 fine paid in lieu of remaining 5 days
Safeway Stores 46, Inc Safeway Store #1532 220 S. Elizabeth Street Elizabeth, CO 80105 Our File No .537	10/2/2010	15 day suspension, 10 days held in abeyance for 1 year, $200 fine in lieu of the remaining 5 days
Safeway Stores 45, Inc. Safeway Store #0008 7375 E. Arapahoe Rd. Centennial, CO 80112 Our File No .536	9/18/2010	15 day suspension, 10 days held in abeyance for 1 year, $200 fine in lieu of 5 days suspension remaining
Safeway Stores 46, Inc. Safeway Store #2915 860 Cleveland Ave. Loveland, CO 80537 Our File No .535	7/7/2010	7 day suspension, 4 days held in abeyance for 1 year, $200 fine in lieu of 3 days suspension remaining
Safeway Stores 46, Inc. Safeway Store #2624 3602 W. 144th Ave. Broomfield, CO 80020 Our File No .530	7/6/2010	5 day suspenion, 4 days held in abeyance for 1 year, $200 paid fine in lieu of 1 day

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 45, Inc. Safeway Store #1635 10300 Federal Blvd Federal Heights, CO 80260 Our File No .528	6/1/2010	Written Warning
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street Salida, CO 81201 Our File No .540	5/24/2010	10 day suspension, 5 days held in abeyance for 1 year, $200 fine in lieu of 5 days
Safeway Stores 45, Inc. Safeway Store #1587 7353 Federal Blvd. Westminster, CO 80030 Our File No .529	5/9/2010	7 day suspension, 5 days held in abeyance for 1 year, served 2 days active suspension
Safeway Stores 46, Inc. Safeway Store #2911 2798 Arapahoe Street Boulder, CO 80302 Our File No .526	5/15/2009	Admitted violation, paid fine in lieu of suspension.
Safeway Stores 45, Inc. Safeway Store #0010 3851 So. Hwy #74 Evergreen, CO 80439 Our File No .522	5/1/2009	14 day suspension, 7 days held in abeyance for 1 year, 7 days actively suspended
Safeway Stores 46, Inc. Safeway Store #2917 1605 Bridge St Brighton, CO 80601 Our File No .527	4/21/2009	14 day suspension, 9 days held in abeyance for 1 year and 5 days actually served
Safeway Stores 45, Inc. Safeway Store #1933 20153 E. Smoky Hill Road Centennial, CO 80016 Our File No .523	4/7/2009	Admitted violation, paid fine in lieu of suspension.
Safeway Stores 45, Inc. Safeway Store #1892 1580 East Main St Cortez, CO 81321 Our File No .520	2/23/2009	10 day suspension, 5 days held in abeyance for 1 year, paid $200 fine for remaining days
Safeway Store 46, Inc. Safeway Store #1975 6949 Mesa Ridge Pkwy. Fountain, CO 80817 Our File No .518	2/23/2009	10 day suspension, 5 days held in abeyance for 1 year, paid $200 fine for remaining days.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #1578 9229 East Lincoln Ave. Lone Tree, CO 80124 Our File No .517	1/26/2009	3 days suspension, 1 day served, 2 days held in abeyance for 1 year.
Safeway Stores 46, Inc. Safeway Store #2241 8430 N. Federal Blvd. Westminster, CO 80030 Our File No .515	12/3/2008	14 days suspension, 3 days served, 2 days held in abeyance for 1 year.
Safeway Stores 46, Inc. Safeway Store #2342 11088 West Jewell Lakewood, CO 80226 Our File No .510	5/23/2008	5 days suspenion, paid fine in lieu
Safeway Stores 46, Inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .508	5/7/2008	5 days suspenion
Safeway Stores 46, Inc. Safeway Store #1681 1301 Main Street Alamosa, CO 81101 Our File No .503	3/15/2008	15 day suspenion, 13 held in abeyance for 1 year, 10 days served
Safeway Stores 46, Inc. Safeway Store #3723 315 W. 2nd Street La Junta, CO 81050 Our File No .502	1/26/2008	23 day suspension, 13 held in abeyance for 1 year, 10 days served
Safeway Stores 46, Inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .501	1/11/2008	Written Warning
Safeway Stores 46, Inc. Safeway Store #2918 3526 W. 10th Street Greeley, CO 80631 Our File No .497	12/15/2007	8 days suspension, 3 days held in abeyance for 1 year, $200 fine paid in lieu of 5 remaining days

4/1/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Safeway Store Forty-Six, Inc.

dba: Safeway Store #722

Address: 457 W. Main Street

Type of License: 3.2% Beer Off Premises

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 15, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:_____

4/3/14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

4/1/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Safeway Store Forty-Six, Inc.

dba: Safeway Store #722

Address: 457 W. Main Street

Type of License: 3.2% Beer Off Premises

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 15, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Replace ceiling tile upstairs / attach handrail
electrical panels blocked in bakery area
air gap needed Floor sink bakery area
electrical panels blocked storage area
storage to be 18" below sprinkler heads

4-2-2014
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

4/1/2014

DEPARTMENTAL INSPECTION REPORT
3.2 % BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant's Name: Safeway Stores 46, Inc.

DBA: Safeway Store #722

Business Address: 457 W. Main Street

Type of License: 3.2% Off-Premises

_X_ Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 18, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

4-8-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

Michelle Miles

12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

Liz Torres

4.8.14

Date

7b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 15, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 11

SUBJECT: Special Events Permit (malt, vinous and spirituous) request by Confederacion Mutualista Mexicana e Hispano Americana at 206 N. Animas Street for May 31, 2014 (Rocky Mountain Elk Foundation Banquet)

PRESENTER: Confederacion Mutualista Mexicana e Hispano Americana representative

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the permit as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The departmental report from the Police and Fire Chiefs indicate that the emergency/security plans are to be followed. The Building Inspector indicated approval upon the Fire Department's exit plan approval
- Disclosure statements provided by Council members Miles and Torres are attached.
- Appropriate fees have been paid.

7b

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☑ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☐ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

LIAB — TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 ☑ MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Confederacion Mutualista Mexicana e Hispano Americana
State Sales Tax Number (Required): 41-72221-0001

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP):
34451 Hwy 12
Trinidad, CO 81082

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP):
Sebastiani Gym
206 N Animas
TRINIDAD, CO 81082

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Katherine M Bueno	[redacted]	[redacted] Trinidad, CO 81082	[redacted]
5. EVENT MANAGER: Tim Nash	[redacted]	[redacted] Trinidad, CO 81082	[redacted]

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☑ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☑ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☑ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
5-31-14				
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
4pm To 10p .m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
Katherine M. Bueno	President	4-4-14

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Trinidad	☒ CITY ☐ COUNTY	(719) 846-9843

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CONFEDERACION MUTUALISTA MEXICANA E HISPANO-AMERICANA

is a **Nonprofit Corporation** formed or registered on 11/18/1930 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871092664.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/13/2014 that have been posted, and by documents delivered to this office electronically through 03/17/2014 @ 14:56:15.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/17/2014 @ 14:56:15 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8793404.

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

HOLY TRINITY PARISH
TRINIDAD AREA CATHOLIC COMMUNITY
235 N. CONVENT ST.
TRINIDAD, CO 81082

March 24, 2014

Mrs. Audra Fatur
City of Trinidad

RE: Rocky Mountain Elk Foundation
Sebastiani Gym

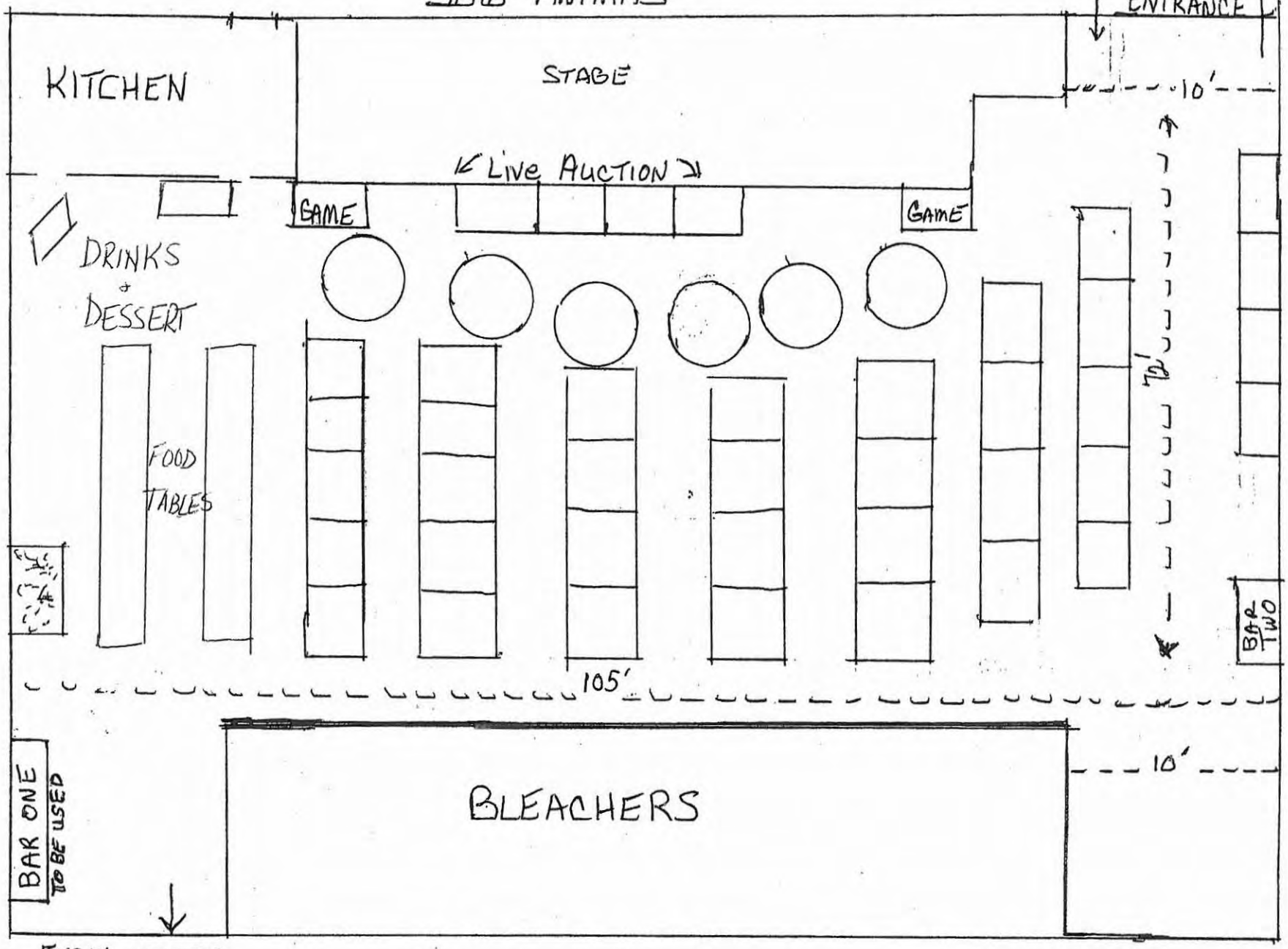
This is to inform you that Holy Trinity Parish has given permission to Confederacion Mutualista Mexicana E Hispana Americana to use Sebastiani Gym as the holder of the liquor license for a Banquet on Saturday, May 31, 2014, for The Rocky Mountain Elk Foundation.

If anything further is needed, please let me know.

Sincerely,

John Pearce
Business Manager

Sebastiani Gym
206 ANIMAS



Rocky Mountain Elk Foundation Annual Banquet

4/4/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Confederacion Mutualista Mexicana e Hispano-Americana

dba: Rocky Mountain Elk Foundation Banquet – May 31, 2014

Address: 206 N. Animas Street

Type of License: SEP – Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 15, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected 3/5/14

4/4/14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

Fire Safety Plan
Rocky Mountain Elk Foundation
Annual Banquet
May 31, 2014

Purpose:

To highlight both fire and safety plans in case of an emergency during the Rocky Mountain Annual Banquet held at the Sebastiani Gymnasium.

Preventive Measures:

A site plan and floor plan shall be submitted to the City Clerk.

Fire Extinguishers shall be in place as required by NFPA 10 and the International Fire Codes as adopted by the City of Trinidad. Portable fire extinguishers shall be provided within a 50-foot travel distance. An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system and shall be protected by a Class K rated portable fire extinguisher.

Exit routes shall be clearly marked. The means of egress, including exit discharge, shall be illuminated at all times the building served by the means of egress is occupied. The path of egress travel shall not be interrupted by any building element. Obstructions shall not be placed in the required width of means of egress.

An audible announcement shall be made not more than 10 minutes before the start of a program to notify the occupants of the location of the exits be used in the event of a fire of other emergency.

The occupancy load of the building as determined by the Trinidad Fire Department will be strictly adhered to by the Rocky Mountain Elk Foundation, their staff and security.

Security for this event will be monitored by the City of Trinidad Police Department. The Trinidad Fire Department will not be on site but will be readily available in case of an emergency.

Submitted by the Trinidad Fire Department,

Tim Howard, Fire Chief

3-24-14
Date

4/4/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Confederacion Mutualista Mexicana e Hispano-Americana

dba: Rocky Mountain Elk Foundation Banquet – May 31, 2014

Address: 206 N. Animas Street

Type of License: SEP – Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 15, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: approved when Fire Chief approves exit plan

4-7-2014
Date

Chris D. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

4/4/2014

DEPARTMENTAL INSPECTION REPORT
3.2 % BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant's Name: Confederacion Mutualista Mexicana e Hispano-Americana

DBA: Rocky Mountain Elk Foundation Banquet – May 31, 2014

Business Address: 206 N. Animas

Type of License: SEP - Malt, Vinous and Spirituous

____ Renewal ____ Transfer ____ Change of Location ____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 15, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Follow approved security plan (copy attached). In addition, no one showing signs of intoxication may serve alcohol and servers must not consume alcohol.

4-8-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 8, 2014

Operations Plan
Rocky Mountain Elk Foundation Annual Fundraiser 2014

Date of Operation: May 31, 2014
Operational Period's: 1630-2230
Pre-Operation Briefing:
Operations Supervisor:

Location of operation: Sebastiani Gym. Access to the gym will be via the front door with emergency exit being located adjacent to the BAR.

Operation Objectives: Provide security for the Rocky Mountain Elk Foundation Annual Fundraiser. Maintain public peace and order during this event. Provide security in the operational area to include event BAR. It should be noted that ingress/egress is located at the front entrance to the building (facing Animas). An emergency EGRESS is located adjacent to the bar and will NOT be used to allow access into the facility. A map is attached to this plan to show the operational area.

Radio Frequency: Officers assigned to this detail will set all 800 MGZ radios to TPD TAC 3. This will allow communications between officers and the Trinidad Communications Center. STAFF EVENT PERSONNEL will make contact with officers via the COMMUNICATIONS CENTER.

Event staffing (Security): two (2) officers will be assigned to this event. One officer will be assigned to work the bar area/emergency egress. One (1) officer will be assigned to work the main entrance to the event.

Handling of calls within operations area: Officers assigned to this detail will take all calls for service that occur within the event area. Violation of Statute will be handled accordingly by officers assigned to this operation. Any need for transport to jail and/or Detox will be done by patrol, a request will be made via TPD TAC 3 to the Communications Center. Officers will be responsible for affidavits and associated paper work upon the completion of their assignment. Custody forms will be turned over to the transporting officer upon turning the suspect over for transport.

Officers should note that the staff operating the "bar" are to have received TIPS training. It should be noted that the "La Confederacion" AKA "La Casa" will be operating the bar. ALL staff working the bar will have received TIPS training. All WAIT STAFF will have TIPS training.

ALL persons who enter the bar area shall be 21 years of age or older. Prior to entering the bar, ALL ID's will be checked. Only persons of legal age to consume alcohol will be permitted in the bar area. ALL persons of legal drinking age will have a color wristband placed on them. NO ID = NO BAND = NO ALCOHOL.

Officers AND bar staff should pay special attention to ensure that underage persons ARE NOT being served alcohol. Also officers should ensure that overly intoxicated persons are not being served (As per CRS and Municipal Code). Any violations of the Colorado Beer and Alcohol Code and Trinidad Municipal Alcohol Code shall be handled accordingly.

NO PERSON WHO IS NOT DESIGNATED BY THE ROCKY MOUNTAIN ELK FOUNDATION STAFF AND/OR LA CONFEDERACION, AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR. Any unauthorized person found behind the bar will be removed from the area. Appropriate enforcement action will also be taken.

The bar will have in place an accounting system for tracking all bar receipts and tip receipts. A "TIP" Jar will not be left where it can be accessed by unauthorized persons. TIP jars will be emptied and accounted for during normal cash drops.

No person is allowed to bring alcoholic beverages into the gym. No person is allowed to take alcoholic beverages out of the gym. Appropriate action will be taken for said violations.

Person(s) assigned to the bar shall wear a distinctive colored shirt that is NOT the same color as other event staff. This is so they can be easily identified as being authorized to work in the bar area.

Officer Safety: All officers assigned to this operation will be in full uniform and will be required to wear their ballistic vests.

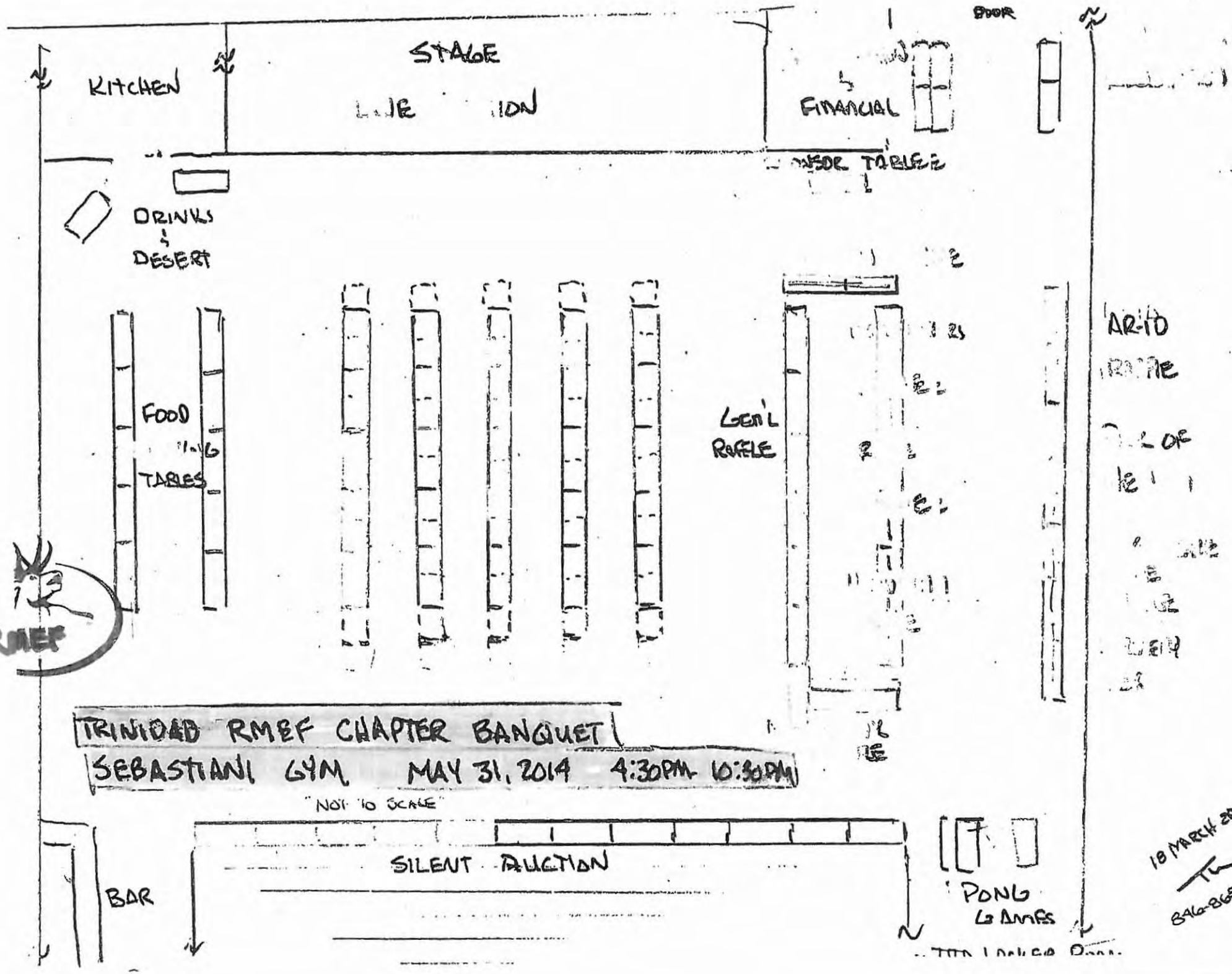
Critical Incidents: Any incident requiring command staff notification will be immediately reported to the operations commander. He will make the appropriate notifications.

Officer assignments:

Breaks: Operations supervisor will make sure that officers are periodically given a break.

Prepared by: _____ Date: 3-18-14

Approved by: _____ Date: 3-18-14


KITCHEN
STAGE
DOOR
FINANCIAL
DRINKS & DESERT
FOOD TABLES
GEN'L RAFFLE
ART-TO
RMEF
TRINIDAD RMEF CHAPTER BANQUET
SEBASTIANI GYM MAY 31, 2014 4:30PM-10:30PM
"NOT TO SCALE"
SILENT AUCTION
BAR
PONG & GAMES
18 MARCH 2014
846-8653

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, and the ordinances of the City of Trinidad, Confederacion Mutualista Mexicana e Hispano-Americana, 34451 Highway 12, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 206 N. Animas Street, Trinidad, Colorado, on May 31, 2014, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 4th day April, 2014.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 4th day of April, 2014.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett

Audra Garrett, City Clerk

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

Michelle Miles

12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

Liz Torres

4.8.14

Date

COUNCIL COMMUNICATION

7c

CITY COUNCIL MEETING: April 15, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 5

SUBJECT: Appointment of Library Advisory Board members

PRESENTER: Audra Garrett, City Clerk

RECOMMENDED CITY COUNCIL ACTION: Consider the applicants for appointment

SUMMARRY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made some time ago seeking applicants to fill the vacancies as required by ordinance; Councilmember Fletcher personally solicited letters of interest

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Letters of interest were received from:

Olga Reorda, Natalie Emerson, Cherie Kollander, Marjorie A. Kiefer, and Lawrence P. Kiefer;

Natalie Emerson withdrew her letter of interest on April 8, 2014;

Frank Hardy was the only surviving member of the board. Pursuant to a phone call made to Mr. Hardy on 4/4/14, he does not wish to continue on the board. **Mr. Hardy submitted a letter on 4/9/14 expressing his interest in continuing on the board. A copy of his letter is attached.**

All meet the requirements for appointment.

7c

Trinidad, Colorado
March 26, 2014

Mayor Joe Reorda
City Council Members

Please accept this letter as an application to serve on the board of directors for the Carnegie Public Library.

Respectfully,
Olga Reorda
415 W. Topeka
Trinidad, CO 81082

Verified Voter Regis + Residency

City of Trinidad
MAR 26 2014
City Clerk's Office

Audra Garrett

From: Cherie Kollander [kollcpa@gmail.com]
Sent: Wednesday, February 19, 2014 8:23 AM
To: Audra Garrett
Subject: Re: Urban Renewal Authority

Dear Ms. Garrett,

I hear there is a vacancy on the library advisory board. I worked at the library for 2 years as a senior aid and still volunteer on occasion. I think my experience and general knowledge could be helpful and be glad to serve. Please submit my name for consideration.

Thank You,
Cherie G. Kollander

On Wed, Jan 22, 2014 at 1:29 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Residency & voter registration verified

March 20, 2014

To: Mayor J. Reorda and City Council Members:

My name is Marjorie A. Kiefer and I am interested in applying to be a member of the Carnegie Public Library Advisory Board.

I have been a resident of Trinidad, Colorado since March 2012 and reside at 105 E. 6th Street. One of the reasons I moved to Trinidad was the presence of a library and I have an interest in maintaining and improving the library. I have had a library card since moving here and use it regularly.

I am a retired bookkeeper, having worked in the field for over 34 years, the last 25 years as the manager of the accounting department of a company in St. Louis. Currently I am a Co-Director of the Friends of the Library used books store, Books & More. This gives me a chance to know what types of books our residents are looking for and also a chance to hear comments from our residents about our library and how it could be changed and/or improved.

In addition, I feel having had the experience as a patron of a large metropolitan library would be an asset.

Thank you for your consideration.

Sincerely,

Marjorie A. Kiefer

Marjorie A. Kiefer
105 E. 6th Street
Trinidad, CO 81082
719-422-8039
marjieann63@yahoo.com

Verified Voter Regis + Residency

City of Trinidad
MAR 20 2014
City Clerk's Office

20 March 2014

To: Mayor J. Reorda and City Council Members

My name is Lawrence P. Kiefer and I am interested in applying for a position on the Carnegie Public Library Advisory Board.

I have been a resident of Trinidad, Colorado since March 2012 and reside at 105 E. 6th Street. One of the reasons I moved to Trinidad was the presence of a library and I have an interest in maintaining and improving the library. I have had a library card since moving here and have used it regularly, being a reader of a broad range of books.

I am a retired science teacher with 43 years of experience. I am active in the Trinidad Craft Alliance. I have worked as a volunteer in the Books & More bookstore in support of the library.

I thank you for your consideration.

Sincerely,

Lawrence P. Kiefer
105 E. 6th Street
Trinidad, CO 81082
719-422-8039
kieferlawrence@yahoo.com

verified voter regis.
* residency

City of Trinidad
MAR 20 2014
City Clerk's Office

9 april 14

To whom it may Concern:

I would like to continue on the Library Board as the Library is very important to the people of our city. Mallory Pillard has some idear for improvements and I would like to work with her.

Frank E. Hardy

Rec'd 4/9/14
DV

7d

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: **April 15, 2014**
PREPARED BY: **Tara Marshall**
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: **1**

SUBJECT: Consideration of an agreement between the City of Trinidad and the Colorado Department of Local Affairs for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: Authorize the Mayor to sign an agreement between City of Trinidad and DOLA for the grant funds to complete the project.

SUMMARY STATEMENT:
The City of Trinidad is proposing to update and revise its comprehensive plan as well as its land development codes and zoning map. The comprehensive plan was last updated in 2008. As the primary policy document the guides land use as well as the physical and economic development of the City, the regular updating of the plan is essential to maintain the organized and controlled growth of the municipality. Similarly, the City's zoning map and land development codes have not been updated since their adoption in 1976. Upon completion of the comprehensive plan update, the City will utilize the development goals incorporated within to guide the revisions to the zoning map and development codes.

EXPENDITURE REQUIRED: The total project is $200,000. The City's portion is $25,000 in cash and $25,000 in kind.

SOURCE OF FUNDS: 2014 budgeted expense in the Planning Department budget portion of the City's General Fund Budget. Due to the length of the project a portion of the cash match may be in the 2015 budget.

POLICY ISSUE: Update of the City of Trinidad Comprehensive Plan, Land Development Code and Zoning Map

ALTERNATIVE: Not updating the documents at this time.

BACKGROUND INFORMATION:
The City of Trinidad has not updated the Comprehensive Plan since 2008, has not updated the Land Development Code and Zoning Map since 1976. Typically these plans should be updated every five years. The economic situation in the City of Trinidad has changed since 2008 and updates are necessary to guide further development.

7d

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF TRINIDAD

Summary

Award Amount: $150,000.00

Identification #s:

Encumbrance #:	F14S7375	*(DOLA's primary identification #)*
Contract Management System #:	66392	*(State of Colorado's tracking #)*

Project Information:

Project/Award Number:	EIAF 7375
Project Name:	Trinidad Comp. Plan & Land Development Code Update
Performance Period:	Start Date: _____ End Date: 02/29/16
Brief Description of Project / Assistance:	The Project consists of updating the City of Trinidad's comprehensive plan, land use development codes and zoning map.

Program & Funding Information:

Program Name	Energy & Mineral Impact Assistance Fund
Funding source:	State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds):	N/A
Funding Account Codes:	152 FBA0 127 5110

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EXHIBIT F – RESERVED.
EXHIBIT G – FORM OF OPTION LETTER
FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the **CITY OF TRINIDAD** (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below):*

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in **§4)** , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

"Closeout Certification" means the Grantee's certification of completion of Work submitted on a form provided by the State.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- **i.** Exhibit A (Applicable Laws)
- **ii.** Exhibit B (Scope of Project)
- **iii.** Exhibit E (Project Performance Plan)
- **iv.** Exhibit G (Form of Option Letter)

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

"Pre-agreement costs," when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project
"Project" means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout
"Project Closeout" means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program
"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B.**

O. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)
"Status Report(s)" means the Grantee's status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor
"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property
"Subject Property" means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work
"Substantial Progress in the Work" means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work
"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product
"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement
Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **February 29, 2016** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in **§2** above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$150,000.00 (ONE HUNDRED FIFTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.
Modifications to uses of such Grant Funds shall be made in accordance with **§4.4** of **Exhibit B**. For line item adjustments over 10% but less than 24.99% (a "**Minor Line Item Adjustment**") which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an "**Option Letter**"). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.
Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% (a "**Minor Budget Adjustment**") which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.
All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds
Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds
State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B.**

B. Litigation Reporting
Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States
[***Not applicable if Grant Funds include any federal funds***] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance
Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts
Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

(i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or

(ii) for such further period as may be necessary to resolve any pending matters, or

(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees, Subgrantees and Subcontractors

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

i. Workers' Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

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

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§13B(i)-(iv)** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

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

vii.Flood Insurance

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

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

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

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

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

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

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

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

ix. Pollution Liability Insurance

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

C. Miscellaneous Insurance Provisions

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

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. **Additional Insured**

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. **Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content
The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights
Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments
If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights
To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments
The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance**
Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. **Withhold Payment**
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. **Deny Payment**
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. **Removal**
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Joseph Reorda, Mayor
City of Trinidad
125 N. Las Animas
Trinidad, Colorado 81082
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered

to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- **A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- **B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - **i.** That he or she is a United States citizen or legal permanent resident; or
  - **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5** of **Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence
The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit A (Applicable Laws)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Any executed Option Letters
v. Exhibit B (Scope of Project)
vi. Exhibit E (Project Performance Plan)
vii. The cover page of this Grant

L. Severability
Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms
Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes
The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries
Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver
Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

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

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**
No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**
[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**
[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology* services *or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**
Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE CITY OF TRINIDAD	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: _____ Name of Authorized Individual (print) Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____	By: _____ Reeves Brown, Executive Director Date: _____
	PRE-APPROVED FORM CONTRACT REVIEWER By: _____ Bret Hillberry, State Grants Program Manager Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Barbara M. Casey, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of updating the City of Trinidad's comprehensive plan, land use development codes and zoning map.

2.2. Work Description. The City of Trinidad (Grantee) will update its 2008 comprehensive plan and 1976 land use development codes and zoning map. The City will hire a consultant to assist and support the work to update the comprehensive plan, land use development codes and zoning. City of Trinidad Department of Planning staff will direct and facilitate the process and direct the writing of the plan; this time will be contributed as in-kind to the Project and is valued at $25,000.00. Grantee will own all documents produced as a result of this Work.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional consultant services for all work that is associated with updating of the comprehensive plan, land use development codes and zoning map.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **§6.2** Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.4. "Project Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the establishment of a common, unified vision for the City's growth and development, as well as land use and development codes that support the achievement of this vision.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Trinidad, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a "**Budget Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Louis Fineberg, Planning Director (louis.fineberg@trinidad.co.gov)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: Tara Marshall, Best & Brightest Intern (tara.marshall@trinidad.co.gov). Such key personnel shall be updated through the approval process in **§5.1**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the "Matching Funds" column of **§6.2** below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	$200,000	$150,000	$25,000 $25,000	Grantee Cash Grantee In-kind
Total	**$200,000**	**$150,000**	**$50,000**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$142,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$7,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$150,000**	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§16** of the Grant:

City of Trinidad
P. O. Box 468
Trinidad, Colorado 81082

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.6** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

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

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

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

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF **Project Number: 7375**	**Name of Grantee** **City of Trinidad** **Name of Project** **Comp. Plan & Land Development Code Update**	
DESCRIPTION OF PROJECT:	The Project consists of updating the City of Trinidad's comprehensive plan, land use development codes and zoning map.	

DLG Staff: Lee Merkel - Regional Manager (719) 544-6577 LM Bill Gray - Regional Assistant (719) 924-2087 BG

MILESTONES – Grantee shall...	**By:**	**STATE ROLE-** DLG shall...	
Publish RFP.	June 30, 2015	Review RFP for project file. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Award and finalize subcontract(s) and/or sub-grant(s).	August 31, 2015	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Complete draft comprehensive plan.	March 31, 2015	Review draft comprehensive plan. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Complete draft of land use and land development codes.	September 30, 2015	Review draft codes. Provide feedback to Grantee, identifying issues or concerns if any.	**ACHIEVED: MM/DD/20YY**
Project Completion.	February 29, 2016	Review past quarterly reports and review final report.	**ACHIEVED: MM/DD/20YY**

Submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 2nd Quarter 2014 3rd Quarter 2014 4th Quarter 2014 1st Quarter 2015 2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 1st Quarter 2016 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method: a) Question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if: i) An adequate percentage of the comprehensive plan and code documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and ii) The information is adequate in depth and detail to provide options to the City for making decisions regarding appropriate and efficient future development as described in Exhibit B.	(30 calendar days after each quarter): July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**

Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses.	July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	**ACHIEVED: MM/DD/20YY**
Submit the **Project Final Report** to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	May 29, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED: MM/DD/20YY**

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on: **Month** January **Amount** **Month** January **Amount** **Month** January **Amount**
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G
Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #

1) **OPTIONS:**
   - **a.** Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
   - **b.** Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
   - **c.** Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
   - **b. For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
   - **c. For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Colorado Department of Local Affairs

By: Reeves Brown, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Barbara M. Casey, Controller Delegate

Date: _____

EXAMPLE - DO NOT SIGN

7e

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 15, 2014
PREPARED BY: Lonny Medina, Finance Director
DEPT. HEAD SIGNATURE: Lonny R Medina
 # OF ATTACHMENTS: 1

SUBJECT: 2013 Audit Engagement Letter from Dixon, Waller & Co, Inc.

PRESENTER: Lonny Medina, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Consider forwarding to a regular meeting.

SUMMARY STATEMENT: Dixon, Waller & Co is scheduled to start the City's yearly Financial Audit on April 22, 2014. The Engagement Letter states the understanding between the Auditor and the City and needs to be approved by City Council and the City Manager.

EXPENDITURE REQUIRED: $28,000.

SOURCE OF FUNDS: Budgeted and to be allocated to all Funds.

POLICY ISSUE: Required by Charter – Section 9.15.

ALTERNATIVE: None.

BACKGROUND INFORMATION:

- Dixon Waller & Co has been performing the City's Financial Audit for many years. Their experience and knowledge of the City's Accounting System and Internal Controls enables them to perform an efficient and professional Audit. The field work is expected to take four weeks with a staff of up to three CPA's. The audit reports are to be issued no later than June 30, 2014.

7e

cPa **DIXON, WALLER & CO., INC.** CERTIFIED PUBLIC ACCOUNTANTS

164 E. MAIN
TRINIDAD, COLORADO 81082
(719) 846-9241 FAX (719) 846-3352

April 4, 2014

To the City Council and City Manager

We are pleased to confirm our understanding of the services we are to provide City of Trinidad for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Trinidad as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Statement of Revenues, Expenditure and Changes in Fund Balance – Budget and Actual – for the General and Major Special Revenue Funds
3) Schedule of Funding Progress – Fire and Police Pensions

We have also been engaged to report on supplementary information other than RSI that accompanies city of Trinidad's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and Individual Fund Financial Statements
2) State Required Schedules
3) Other Schedules

[The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.]

1) None

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards,

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Trinidad's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately April 22, 2014 and to issue our reports no later than June 30, 2014. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report

or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $28,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered 75% at the completion of fieldwork and 25% when our report is issued. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Trinidad and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Dixon, Waller & Co., Inc.

Dixon, Waller & Co., Inc.

RESPONSE:

This letter correctly sets forth the understanding of City of Trinidad.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

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CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Meeting: April 15, 2014
Prepared: April 9, 2014
Dept. Head Signature:
# of Attachments: 1

Subject: Consideration of Water Lease Agreement between Donald S. & Mary Jean Praeger and City of Trinidad

Presenter: Tom Acre, City Manager

Recommended City Council Action: Staff recommends City Council approve a motion allowing the Mayor to execute the Water Lease Agreement between Donald & Mary Jean Praeger and the City of Trinidad.

Summary Statement: Donald & Mary Jean Praeger own property near Cuchara Pass in Las Animas County and the property contains a pond. The Praeger's are requesting 2 acre feet of water for use within the calendar year (initial period) to augment for the initial fill of the pond and evaporation. Beginning January 1, the amount of water leased on an annual basis will be reduced to seven tenths of one (0.7) acre foot to augment evaporation from the pond. The Praeger's are seeking a fifteen (15) year lease, which requires Lessee's to pay $2,000 for the initial period of the lease. Thereafter, an annual cost of $1,000 for the seven tenths of one (0.7) acre foot of water. The annual cost will be adjusted in five (5) year intervals.

Expenditure Required: Some minor attorney fees not to exceed $2,000.

Source of Funds: Donald and Mary Jean Praeger will reimburse the City for any legal fees.

Policy Issue: Execution of long term lease of water.

Alternative: City Council could direct staff to not proceed with this agreement.

Background Information: The City of Trinidad has no current water lease agreement with Lessees. Donald & Mary Jean have requested to lease 2 acre feet of water from the City of Trinidad to augment for the fill of a pond and evaporation contained on their property. This lease would allow Lessee's 2 acre feet of water for the initial period, and; thereafter 0.7 acre foot of water for use on an annual basis. The Praeger's are requesting the term of the lease be fifteen years to allow them to meet pending Water Court requirements to have a long term source of depletion augmentation. The lease would allow extension by the parities by mutual agreement. The annual cost of the water lease will be adjusted in five (5) year intervals to reflect the market value of the water at the City's discretion.

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WATER LEASE AGREEMENT

1. **PARTIES**. The parties to this Water Lease Agreement are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), and **DONALD S. PRAEGER AND MARY JEAN PRAEGER** (collectively referred to as "Lessees").

2. **RECITALS**. Lessees own property in Las Animas County near Cucharas Pass (the "Property"). The Property contains a pond that is filled with water tributary to Guajatoya Creek, which is tributary to the North Fork of the Purgatoire River. Evaporation from the pond results in depletions to the Purgatoire River or its tributaries, which must be replaced in accordance with Colorado law. Lessees desire to obtain a long-term lease from the City for use in a proposed plan for augmentation for the pond which Lessees will adjudicate in the District Court in and for Water Division No. 2, State of Colorado ("Water Court"). The City is the owner of certain rights described in Case Nos. 88CW61, 06CW78 and 08CW101 (pending) that may be used to augment the depletions from the pond, including water stored by the City in Trinidad Reservoir. The City is willing to lease water to Lessees under the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

3. **LEASE OF WATER**. The City hereby leases to Lessees two (2) acre feet of water for use within the calendar year in which Lessees obtain a final decree by the Water Court approving a proposed augmentation plan ("Initial Period") to augment the initial fill of the pond and evaporation during the Initial Period. Beginning January 1 of the calendar year immediately following the Initial Period, the amount of water leased will be reduced to seven tenths of one (0.7) acre foot to augment evaporation from the pond from January 1 to December 31 annually. Water provided by the City pursuant to this Lease may only be used to augment depletions from the pond and for no other purpose.

4. **TERM**. The term for this Lease shall be fifteen (15) years, which may be extended by the parties by mutual agreement. The fifteen (15) year period shall begin upon mutual execution of this Lease.

5. **CANCELLATION**. Lessees may cancel this Lease at any time after the first five (5) year period by providing written notice of cancellation to the City not less than one hundred (100) days prior to the end of the calendar year. In the event of a cancellation, Lessees shall be responsible for the payment of the Annual Lease Payment for the year in which notice of cancellation is provided to the City and for the next year at the same amount of the Annual Lease Payment during the year in which notice of cancellation was provided. The City's obligation to make releases shall terminate one hundred (100) days following cancellation of the Lease.

6. **PRICE**.

   A. Upon execution of this Lease, Lessees shall pay to the City two thousand dollars ($2,000), representing the lease payment for the Initial Period.

   B. On or before January 31 of each year following the Initial Period, Lessees shall pay to the City the Annual Lease Payment. During the first five (5) years of the Lease the amount of the Annual Lease Payment shall be one thousand dollars ($1,000). Thereafter, the amount of the Annual Lease Payment may be adjusted as determined pursuant to ¶ 6.C. herein.

C. At the end of each five (5) year period of the Lease, the annual lease price shall be adjusted by the same percentage as the City has adjusted the annual price per acre foot of its short term leases. That lease price is presently five hundred dollars ($500) per acre foot. So, for example, if that amount increases to $750 per acre-foot in 2018, an increase of 50%, then the lease price per acre-foot for this Lease shall increase by 50% or $1500 per acre-foot annually. If the City no longer leases water short term, the parties agree to determine another index to reflect the adjustment in the price of leasing raw water from the City. Under no circumstances shall the annual lease price be reduced.

7. **LESSEES' RESPONSIBILITY.** The City shall make available to Lessees two (2) acre-feet of water in the Initial Period and seven tenths of one (0.7) acre-foot of water annually thereafter from the City's storage account in Trinidad Reservoir on an "as is" basis. The decreed uses of such water include augmentation as set forth in Case Nos. 88CW61, 06CW78 and 08CW101 (pending). It shall be the responsibility of the Lessees to obtain any additional approvals necessary to use the water for Lessees' intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and approvals of a plan for augmentation by the Water Court for Water Division No. 2, State of Colorado. The City shall cooperate with the Lessees in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained, and makes no warranties or guarantees whatsoever that such water will be found to be suitable for Lessees' uses.

8. **NO GUARANTEES OR WARRANTIES.** Because of the possibility of drought, mechanical failures at Trinidad Reservoir or other extraordinary circumstances, the City cannot guarantee delivery of water. If the City cannot deliver to the Lessees the full two (2) acre-feet of water in the Initial Period and seven tenths of one (0.7) acre-foot of water annually thereafter, the City shall refund to Lessees the amount of the Annual Lease Payment for any water paid for and requested in any year but not delivered at a rate of one thousand dollars ($1000) per acre-foot. Such a refund shall be Lessees' sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

9. **RELEASE OF WATER.** The leased water will be made available in Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessees to coordinate with and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessees' benefit. Lessees shall provide written notice of the entry of the decree to the City and enclose a copy of the final decree. The City's obligation to begin water deliver water in the Initial Period shall begin fifteen (15) days after such notice.

10. **NO CARRYOVER AND NO CREDIT TOWARD PAYMENTS.** Water not called for release by Lessees in any year shall not carry over for the benefit of the Lessees into the next year. In addition, Lessees shall not be entitled to a credit or refund for payments made for water Lessees did not call for on an annual basis.

11. **REMEDIES FOR NON-PAYMENT.** If Lessees fail to make payment pursuant to ¶ 6, the City may refrain from releasing any water until and unless the payment for that year is made by Lessees. If Lessees fail to deliver the Annual Lease Payment to the City within thirty (30) days after written notice to the Lessees of their failure to make such payment, the City may declare this Lease terminated and notify the Water Commissioner. Such actions shall be the City's sole and exclusive remedies against the Lessees for nonpayment under this Lease.

12. **ASSIGNMENT.** This Lease may not be assigned, except as part of a conveyance of Lessee's pond and plan for augmentation. The City may approve the assignment, which approval shall not be unreasonably withheld.

13. **REIMBURSEMENT OF EXPENSES.** Upon execution of this Lease by the City, Lessees shall reimburse the City for its demonstrated legal expenses incurred in this matter.

14. **INCLUSION IN PURGATOIRE RIVER WATER CONSERVANCY DISTRICT.** Lessees acknowledge that Lessees' Property may need to be included into the Purgatoire River Water Conservancy District's boundaries in order to continue to augment using the City's water. If the City provides written notice to Lessees that inclusion is necessary, then Lessees shall file a petition for inclusion within ninety (90) days and diligently prosecute the petition. If Lessees fail to timely file a petition or diligently prosecute the petition, then the City, at its sole discretion, may terminate this Lease. Termination shall be effective as of December 31 of such year, and Lessees shall not be entitled to any refund pursuant to ¶ 8.

15. **NOTICES.** Any notice required or permitted by this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail or hand delivered to the other party.

CITY:

Thomas Acre
City of Trinidad
135 North Animas
P.O. Box 880
Trinidad, CO 81082
719-846-9843
northlake@dishmail.net

COPY TO:

Jeffrey J. Kahn
Lyons Gaddis Kahn Hall Jeffers Dworak & Grant PC
P.O. Box 978
Longmont, CO 80502-0978
303-776-9900
jkahn@lgkhlaw.com

LESSEES:

Donald S. Praeger and Mary Jean Praeger
1023 Kingston Drive
Mansfield, TX 76063
(817) 473-3538

COPY TO:

Jefferson V. Houpt
Beattie, Chadwick & Houpt, LLP
932 Cooper Avenue
Glenwood Springs, CO 81601
(970) 945-8659
jhoupt@bch-law.com

16. Effective Date. This Lease shall become effective upon execution by both parties.

CITY OF TRINIDAD,
a Colorado municipal corporation

By:_____
Name:_____
Its: _____
Date: _____

ATTEST:

_____
City Clerk

LESSEES:

_____
Donald S. Praeger, an individual
Date: 4-1-14

Mary Jean Praeger
_____
Mary Jean Praeger, an individual
Date: 4-1-14