

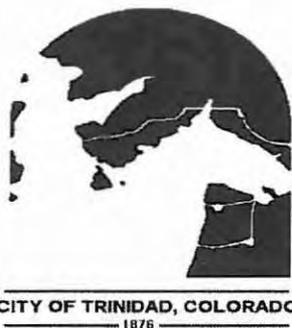


CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, May 13, 2014 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

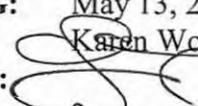
AGENDA

1. Petitions and Communications, Oral or Written
2. SGM Professional Services Agreement
3. Grant agreement for the Boulevard Addition Pedestrian Bridge project applied for through the State Trails Program
4. Review of draft revised Safety Manual Policy
5. Capital improvement one-cent sales tax
6. Discussion regarding protocol for Proclamations
7. Discussion regarding retail marijuana licensing
8. Discussion regarding naming the North Lake Dam Project in honor of retired Utilities Superintendent James Fernandez
9. Memorandum of Understanding for EDA grant application discussion
10. Discussion of other agenda items



COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: May 13, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 2

SUBJECT: DOLA Commercial Street Phases I & II Design Contract

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Approve contract with SGM.

SUMMARY STATEMENT: The City received a State of Colorado Energy and Mineral Impact Assistance, Department of Local Affairs (DOLA), grant to repair Commercial Street. City staff selected SGM to complete the design & construction documents for this project.

EXPENDITURE REQUIRED: \$66,520

SOURCE OF FUNDS: DOLA grant funds/Capital Improvement Fund & Utility Fund

POLICY ISSUE: Contract Approval

ALTERNATIVE: NA

BACKGROUND INFORMATION:

- SGM, Inc. was selected to be the design consultant for the Trinidad Downtown Improvement: Commercial Street project.
- See the final page of the agreement for the Deliverables list and the attached proposal for the Scope of Work.

ATTACHMENTS:

1. Professional Services Agreement
2. SGM Proposal

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AGREEMENT FOR [PROFESSIONAL] SERVICES

THIS AGREEMENT FOR [PROFESSIONAL] SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 201__, by and between the CITY OF TRINIDAD, a Colorado home rule municipality whose address is 135 North Animas Street, Trinidad, Colorado (the "City"), and SGM, Inc., a civil engineering & surveying firm whose principal business address is 225 East 2nd Street, Salida, CO 81201 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES; DELIVERABLES.

a. Services. The City agrees to retain Contractor to provide the services (**Scope of Work**) set forth in **Exhibit A**, which may also include a **project description**, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve.

b. Controlling Terms. In the event of any conflict between the terms and conditions contained in this Agreement and those contained in any Exhibit or Attachment hereto, the terms and conditions of this Agreement shall prevail and as such shall supersede the conflicting terms and/or conditions of such Exhibit or Attachment.

c. Deliverables. In the event any deliverables, set forth in **Exhibit B**, required under this Agreement consist of reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy and one or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD and specified GPS/GIS format(s). Prior to beginning the Services, Contractor shall consult with the City to determine which electronic formats are acceptable. Any and all deliverables and other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City.

e. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

2. COMPENSATION; PAYMENT.

a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed sixty-six thousand five hundred twenty Dollars (\$ 66,520); provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

b. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the control of the City or persons acting on behalf thereof:

- i. A physical condition of the site of an unusual nature;
- ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract; or
- iii. As a result of any force majeure.

c. Invoices and Payment. The City shall make payment within thirty (30) days after receipt and approval of invoices submitted by Contractor. Invoices shall be submitted to the City not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

d. IRS Form W-9. Contractor shall provide to the City a completed Internal Revenue Service Form W-9 not later than the date upon which Contractor submits its first invoice to the City for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. PERFORMANCE.

a. Prosecution of the Services. Contractor shall, at its own expense, perform all work and furnish all labor, materials, tools, supplies, machinery, utilities and other equipment that may be necessary for the completion of the Services, in a professional and workmanlike manner, except as otherwise provided in Work Orders or attachments thereto.

b. Licenses and Permits.

i. Licenses. Contractor and each subcontractor shall be responsible to obtain all licenses required for the Services, including a City (or other applicable governmental jurisdictions) Contractor's license, if required. Contractor shall pay any and all City license fees.

ii. Permits. Contractor shall obtain any and all permits required for the Services. No charge will be made for any City permit required for the Services.

c. Rate of Progress. Contractor acknowledges and understands that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement, and to that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement.

d. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

e. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request. Contractor further covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

f. Specific Performance. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

4. TERM AND TERMINATION.

a. Term. The Term of this Agreement shall be from the date first written above until May 31st, 2016, upon which date all Services shall be completed to the City's satisfaction unless the Term is extended by written agreement of the parties.

b. Termination.

i. Generally. The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

ii. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

5. FORCE MAJEURE Neither party shall be liable for failure to perform that party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 4 (Term and Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 5.

6. INDEMNIFICATION. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Contractor or its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

7. INSURANCE.

a. Commercial General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

b. Products and Completed Operations Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of products and completed operations insurance insuring Contractor, and naming the City as an additional insured, against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

c. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

d. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the City otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars (\$1,000,000.00) per

claim and annual aggregate. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

e. Terms of Insurance.

i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Ten Thousand Dollars (\$10,000.00). Contractor is responsible for payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a twelve (12) month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

ii. No "Pollution Exclusion."

(a) The insurance required by this Section shall cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and shall not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise.

(b) In the event Contractor is unable to procure a policy of comprehensive general liability insurance in compliance with the provisions of subsection ii(a) above, Contractor shall secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least One Million Dollars (\$1,000,000) each occurrence, subject to approval by the City, which approval shall not be unreasonably withheld.

iii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Contractor and the City. Except for the professional liability policy, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

f. Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

g. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

8. SUBCONTRACTS – INSURANCE. Due to the nature of the Services, Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services without the express written consent of the City, which shall not be unreasonably withheld. If such consent is granted, Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

9. SALES AND USE TAX. Unless specifically exempt, all materials provided and equipment used in the performance of services within the City are subject to City Sales & Use Tax, including services performed by a contractor on behalf of the City.

a. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored or consumed in performance of the Services.

b. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, , at 719-846-9843.

c. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor shall file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-V of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment shall be allowed as a contract expense.

10. UNDOCUMENTED WORKERS – COMPLIANCE WITH C.R.S. § 8-17.5-102.

a. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

d. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Article 17.5 of Title 8, C.R.S.

f. If Contractor violates this Section, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City.

g. Verification of lawful presence; Compliance with C.R.S. § 24-76.5-103.

i. If Contractor is a natural person or a sole proprietor without employees (*i.e.*, not a corporation, limited liability company, partnership or other similar entity) and is 18 years of age or older, he/she must do the following:

(a) Complete the affidavit attached to this Agreement as **an additional Exhibit**; and

(b) Attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit (NA)**.

ii. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is an alien not lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

11. CONTRACTOR'S REMEDIES FOR BREACH.

a. Contractor may terminate this Agreement in the event of non-payment of sums due only as provided in this Section, except where non-payment is the result of Contractor's failure to provide the City with a completed IRS Form W-9 as required herein. In the event Contractor elects to terminate this Agreement for non-payment of sums due, Contractor shall first provide the City notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment. Contractor's termination shall become effective immediately upon the City's failure to make payment within such ten-day period.

b. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

12. NOTICES. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Louis Fineberg, Planning Director
Department of Planning
135 North Animas Street
Trinidad, CO 81082

If to Contractor:

Matt Hutson, Project Manager
SGM, Inc.
225 East 2nd Street
Salida, CO 81201

13. GENERAL PROVISIONS.

a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits from the City.

b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.

c. No Assignment. Contractor shall not assign this Agreement without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.

e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 3rd Judicial District in Las Animas County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.

f. Governmental Immunity. No term or condition of this Agreement 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, C.R.S. §§ 24-10-101, *et seq.*

g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or

amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

h. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in an Exhibit hereto, shall be deemed a breach of this Agreement.

i. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

k. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

l. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

m. Acknowledgement of Open Records Act – Public Document. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

14. ADDITIONAL GENERAL PROVISIONS. Please attach (or insert below, 14. a., etc.) any additional provisions, specific to the project named above, Consultant background(s), requirements of the granting agency if applicable, or any other provisions requested by the Contractor.

[Remainder of this page intentionally left blank – signature page(s) follow]

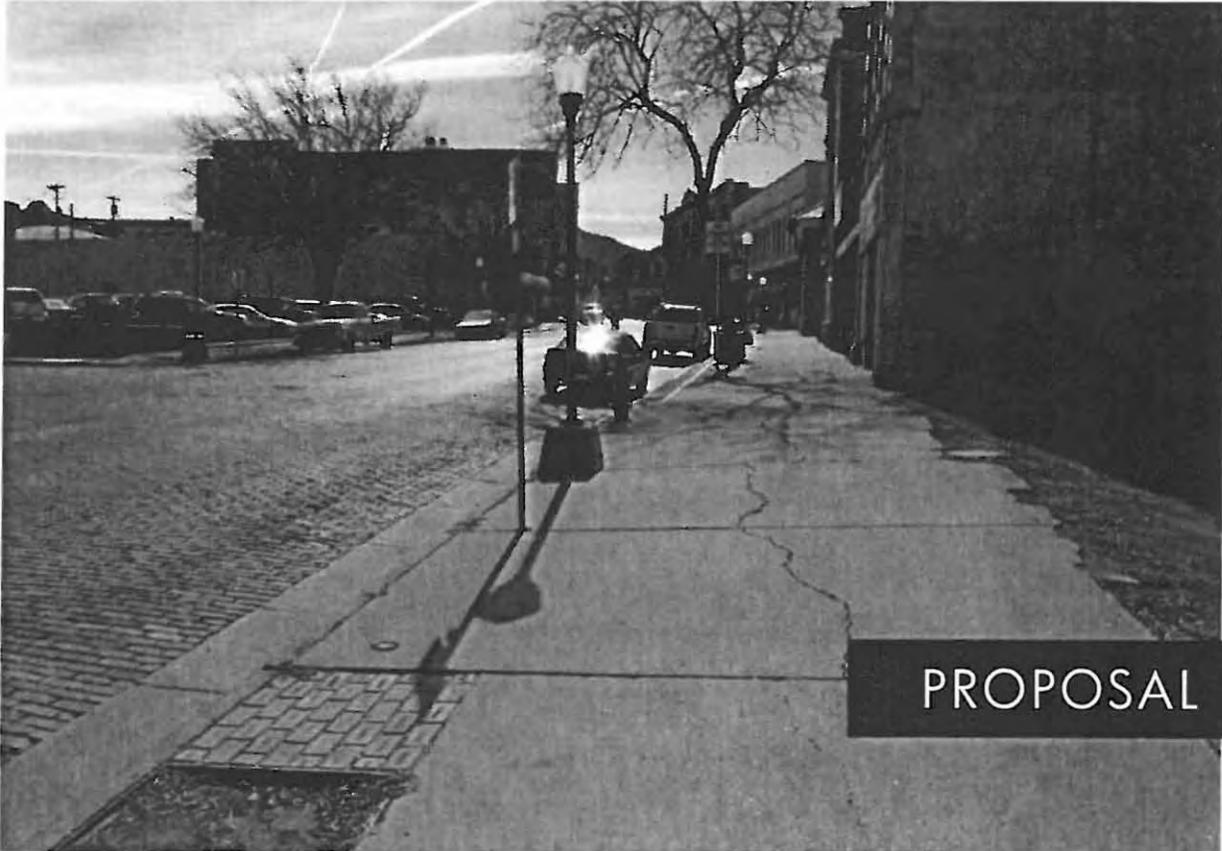
EXHIBIT A – SERVICES (Scope of Work)

See attached proposal dated March 13, 2014

EXHIBIT B – DELIVERABLES

(Insert or attach a list of Deliverables & the format in which they will be provided.)

- **Hard copy drawing in both 11 x 17 and 24 x 36 inch sizes**
- **Electronic Drawings in AutoCAD version 2014 (includes design drawings and existing conditions survey)**
- **Hard copy, and PDF, results of geotechnical investigations and report**
- **Electronic Drawings in PDF format**
- **Bid Documents in both PDF and Hard Copy**
- **30% review drawings and preliminary cost estimate**
- **90% drawings and bid documents (including specifications)**
- **Final project plans and bid documents (including specifications)**
- **Assistance with bid process, respond to contractor questions**
- **Construction phase services**



Trinidad Downtown Improvement: Commercial Street
Phase I & Phase II

March 13, 2014



March 13, 2014

Jeni Jackson, Engineering Tech
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082

**RE: Trinidad Downtown Improvement: Commercial Street
Phase I and Phase II**

Dear Jeni;

Commercial Street has a great deal of historical character and charm. It is our belief it can again be a showcase for the downtown area. SGM is very interested in the design work for Commercial Street. This project will be managed from our Salida office.

We think the existing bricks can be used in some areas along with new bricks in others to re-construct the street in keeping with its current character. As an alternative, brick crosswalks and intersections blended with more traditional asphalt street may also be an attractive alternative.

SGM acknowledges the receipt of Addendum #1. Please contact me at 719.207.4340 or matth@sgm-inc.com if you have any questions. We look forward to your response and the opportunity to demonstrate our skill and abilities to complete this work.

Sincerely,
SGM

Matt Hutson
Project Manager



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Appendix

Resumes



Firm Organization



SGM is a civil engineering and surveying firm formed in 1986 headquartered in Glenwood Springs with additional offices in Salida, Gunnison, Aspen, Meeker and Grand Junction. For a quarter century, SGM has been serving the engineering needs of municipalities, special districts and private enterprises throughout Colorado. SGM has steadily grown from 15 to more than 70 employees. This growth has been made possible by SGM's commitment to quality service and long-term client relationships. Our present size allows us to operate with a broad range of expertise much like a much larger firm, while providing flexible and personalized services that our clients have come to expect.

Creativity. Ingenuity. Skill. Since 1986, these principles have guided the efforts of SGM as an award-winning engineering and surveying firm. Our firm has been *recognized both locally and regionally for our expertise in design of infrastructure enhancements and transportation work.* Our multidisciplinary professionals in engineering, planning, public involvement, surveying, and other supporting fields effectively serve both public and private clients by developing insightful approaches and solutions to complex problems.

SGM has extensive experience integral to the success of this project, including transportation design, water resources, floodplain analysis, drainage and stormwater management, bidding services and construction observation. Our staff of experienced and motivated individuals will provide a *key point of contact and continuous presence* on this project.

SGM hinges its success on long-term relationships and the intangible benefits that such relationships bring: consistency, historical perspective, mutual trust and continuity. Like any relationship, it takes effort and understanding and the dedication of all parties to make it last through the challenges that are always encountered along the way. To this end, City of Trinidad staff can rest assured that SGM is committed to serving your needs.

We are the full-time engineer responsible for infrastructure, roads and water and wastewater facilities for the following municipalities:

- Town of Palisade
- Town of Rangely
- Town of New Castle
- City of Rifle
- Town of Carbondale
- Town of Snowmass Village
- Town of Basalt
- Town of Granby
- City of Salida
- Town of Hayden

The Salida and Gunnison Team

Our Salida and Gunnison staff will be doing the bulk of the work for this project and we will enlist the services of Terry Land Surveying, Inc. out of Trinidad for all surveying needs. Our Salida office provides the responsiveness of a local firm with additional resources and support from the main office located in Glenwood Springs. We serve private and public sector clients in southern and



western Colorado. Our services include surveying, land development, and Engineer-of-Record duties for municipalities and special districts. The Salida and Gunnison staff will provide project relevant experience, local knowledge, and quick response time, a proven track record of meeting project schedules and budgets and a foundation for solid teamwork. We understand the challenges municipalities face in terms of budgets—as a courtesy to our municipal clients, we only charge one-way travel for site visits, meetings or other needs which may bring us to Trinidad.

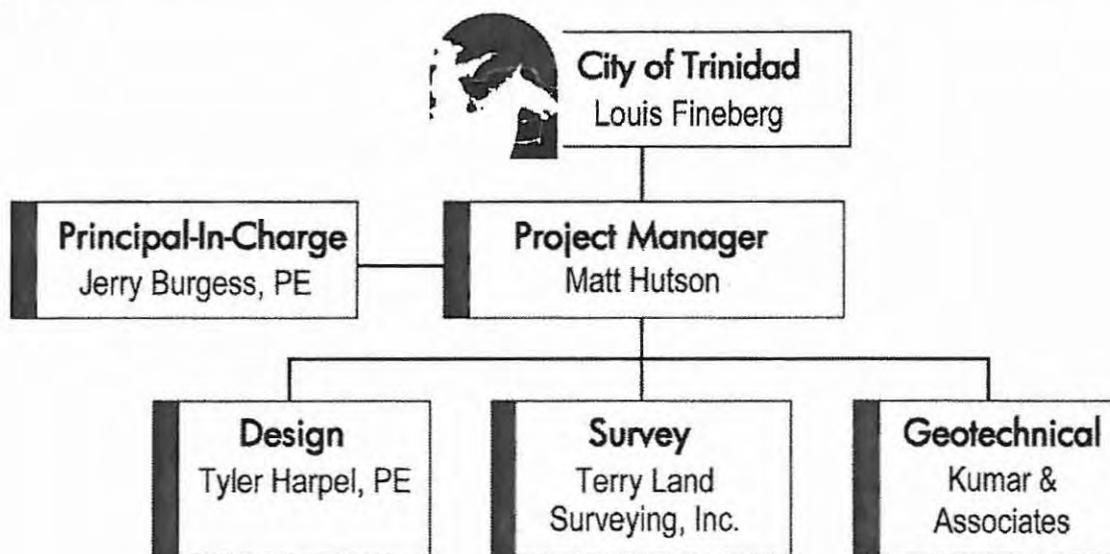
Being a successful consulting firm in Colorado means having the ability to serve large communities as well as very small communities with funding challenges...and knowing what is called for.

Project Team

The SGM project team for the Commercial Street project will provide:

- Project-relevant experience and qualifications
- Long history of similar road rehabilitation work
- Quick response capability
- Continuity

We believe this combination makes the proposed team uniquely qualified to produce a project that is successful, timely and within budget. For this proposal, we have included full resumes for Project Manager Matt Hutson, Principal-In-Charge Jerry Burgess, PE, along with Design Engineer, Tyler Harpel, PE.





Matt Hutson has worked on dozens of engineering projects in many Colorado communities over the course of the last 30 years. A long-time project manager for SGM, he is known for bringing his projects in on time and on budget. He is an expert road designer and AutoCAD draftsman. Although not a licensed engineer, many of the engineers in the company rely on Matt for his common sense approach and long history of design. Recently Matt has worked on street and highway improvements in Salida, dam repair in Buena Vista, and a new water storage tank and associated raw and potable water mains in Ouray. Matt has designed and provided construction oversight for many large and small subdivisions throughout SGM's Colorado territory. He also has considerable experience in construction management and oversight, seeing projects through from design to completion. *Matt will be SGM's project manager for this project.*



Jerry Burgess, PE will serve as Principal-in-Charge for the project bringing his 20 years of experience in roadway and trail design, and district and municipal infrastructure design and improvement work to this project. Jerry's project manager experience coupled with his technical skills will ensure the project proceeds on schedule and budget. Jerry's vast experience with municipal communities sets the standard for creative problem solving and quality design. Jerry will ensure open communication and that costs and schedules are upheld. Jerry, Dan and Matt have a strong working relationship in providing successful transportation design solutions for clients such as Salida, Buena Vista, Town of Mt Crested Butte, Crested Butte Mountain Resort and The Crestone Charter School.



Tyler Harpel, PE works out of the Gunnison office as a project manager thoroughly experienced with drainage projects, including many large drainage modeling efforts for subdivision design and dam design. Since starting with SGM in 2005, Tyler has become one of the leading drainage engineers for the company as well as working on several new road and road improvement projects. He has experience in land development, drainage and river modeling, low impact drainage design, reservoir design, utility distribution system and construction field observation and testing. Tyler was previously employed by Russell Engineering in Durango, Colorado strictly as a field engineer performing construction observation and testing. He has worked closely with Federal agencies' (FEMA, Army Corp of Engineers) planning and permitting needs and has experience in representing both the developer and municipal side of projects. Tyler also works closely with the Coal Creek Watershed Coalition and is a member of CASFA (Colorado Association of Stormwater and Floodplain Managers). *Tyler will be the lead design engineer for this project.*



TERRY SURVEYING INC.

Terry Land Surveying, Inc. has been providing land surveying services for the Trinidad area and Southern Colorado since 1973. They provide ROW surveys, construction layout, easement surveys along with

horizontal, vertical and aerial mapping control. They have an extensive project history with the City of Trinidad including the Elm Street preliminary survey, storm sewer mapping, North Lake Dam and Trinidad Industrial Park. Their experience with CDOT includes a preliminary survey for the I-25 Trinidad corridor and various paving, widening and striping projects in Huerfano and Las Animas counties. *Terry Surveying will be providing all surveying for this project, also providing a local eye for our team.*



Established in 1989, **Kumar & Associates, Inc. (K+A)** has provided geotechnical engineering, engineering geology, environmental sciences, construction observation, soils and materials testing services throughout Colorado. They are headquartered in Denver, with three additional offices in Colorado Springs, Fort Collins and Frisco, Colorado.

The experience and dedication to quality control practices K+A personnel possess along with our efficient project approach guidelines makes them an industry leader with a reputation for providing practical and innovative solutions. Their services include geotechnical engineering, engineering geology, construction observation, materials testing and environmental science.

Their in-house laboratory is certified by the U.S. Army Corps of Engineers (USACE), is accredited and participates in AASHTO Material Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) testing. K+A implements a program of maintenance and calibration of equipment and laboratory facilities to confirm accurate testing. K+A technicians, certified by ICC(IBC), ACI, LabCAT, NICET and WAQTC, possess diverse experience and expertise related to virtually any type of geotechnical engineering project.



Work Experience



East Main Street Improvements - Buena Vista, CO

SGM worked with the Town of Buena Vista to design and provide construction management for improvements to East Main Street. The project included complete pavement pulverization, shaping, re-grading and new pavement for six blocks in the historic downtown district. The project also consisted of new concrete bump outs and curb and gutter at all four corners of each intersection and mid block to provide traffic calming, pedestrian safety areas and streetscape beautification. New colored concrete crosswalks were installed between ADA truncated dome detector pads and

ramps. The existing street and grades were flat with no crown, which provided many drainage challenges to the project. A limited budget required us to use as much existing sidewalk, curb and gutter as possible, and matching existing grades at critical locations was also extremely important. Innovative storm drainage infiltration trenches under the bump outs were used to solve drainage issues.

Client Town of Buena Vista, Chaffee County

Contact Rich Landreth, Public Works Director, 719.395.6898

Date of Service 2009

Key Personnel Jerry Burgess (Project Manager), Tyler Harpel (Project Engineer),
Lee Barger (Traffic Engineer)

Range of Costs \$450k to \$620k

Involvement Public process, corridor design, drainage design, construction management, bike route design



2013 Street Improvements – Salida, CO

This project included the complete reconstruction of 13th Street (pavement reclamation and new paving), replacement of curb and gutter, ADA compliant ramps and sidewalk, drainage improvements and residential access. The project also included water line and service line replacement under the new street sections. Portions of five other streets were completely reconstructed as well, along with their associated utilities. Stamped concrete crosswalks and associated ADA ramps were also constructed at two downtown intersections.

Client City of Salida, Chaffee County

Contact Bob Salmi, Public Works Director 719.539.6257

Date of Service 2012 to current

Key Personnel Jerry Burgess (Project Manager), Matt Hutson (Design/Field Engineer)

Range of Costs \$845K

Involvement Public process, Corridor design, ADA accessibility, Drainage Design, CDOT coordination, Construction Management



US Highway 50 Enhancement – Salida, CO

SGM provided survey, design engineering plans and specifications, as well as construction management for the City adopted Highway Corridor Improvement Plan that addresses improved pedestrian safety in the US 50 corridor. The City has received ARRA enhancement grants from CDOT to augment the Highway 50 corridor for safer pedestrian access, business access and lighting. SGM worked with the City to apply access management principles to the Corridor Improvement Plan in order to consolidate vehicular accesses along Highway 50, while improving the pedestrian experience. The existing layout of access points along Highway 50 has resulted from years of

neglected access control, which officially began with the access permit process by CDOT in 1998. SGM worked with CDOT and business owners adjacent to the corridor to design a workable access plan that was in effect during development. Project design and access control work was accelerated to be eligible for CDOT Region 5-only enhancement stimulus funding. This CDOT Local Agency project is phased; Phases I and II have been completed. Phase III is scheduled for construction during the summer of 2014.

Client City of Salida

Contact Bob Salmi, Public Works Director 719.539.6257

Date of Service 2012 to current

Key Personnel Jerry Burgess (Project Manager), Tyler Harpel (Project Engineer), Lee Barger (Traffic Engineer), Matt Hutson (design/Field Engineer)

Range of Costs \$250K to 500K

Involvement Public process, CDOT and FHA compliance, construction contract administration and construction inspection



Pagosa Springs Capital Improvement Plan

In a simplified manner, the Pagosa Springs Capital Improvement Plan project consisted of reviewing existing Town data, interviewing staff, reviewing existing assessments and reports; performing town asset inventory, assessing the condition of the assets, determine the remaining life of the various town assets, costing out the rehab or replacement of the asset if any, and prioritizing the work in relationship to the Town's budget(s). The Town had SGM inventory and perform condition assessments on a wide variety of assets. The assets of most interest to the town management team were

the streets. The end result of the street and sidewalk assessment was a 5-year capital improvement plan for streets. For the roadway and town street system we utilized the Pavement Surface and Evaluation Rating (PASER) system as developed by the University of Wisconsin-Madison Transportation Center. This system is fairly simple to use and places a rating system on each road segment or corridor. The rating system uses a scale of 1 to 10 with the 1 value representing a failed road. This system is a good way to numerically describe and compare various road sections.



Client Town of Pagosa Springs
Contact David Mitchem, Town Manager, 970.264.4151 x236
Date of Service 2010
Key Personnel Jerry Burgess (Project Manager), Tyler Harpel (Project Engineer)
Range of Costs \$75K
Involvement Inventory and condition assessment of town assets

Availability of Special/Ancillary Resources

Because SGM is a multi-disciplined firm with several offices throughout Colorado, we have an extensive network of resources at our disposal. For this project, we will utilize Lee Barger and the transportation team out of our Glenwood office for support as needed. With their added capabilities and availability for this project, we feel we are well backup up for any transportation needs for this project.

SGM's GIS department is headed by Rusty Jones, PLS and certified Federal Surveyor in our Glenwood Springs office. Rusty works closely with municipal and private sector clients to assist them with the GIS and survey needs of their projects. If the City desires to include GIS mapping services, we are ready and available to do so.

In addition, should additional surveying needs arise which are unable to be attended by Terry Surveying, the SGM Gunnison survey team has ample time and resources to assist.



Current Work Load

Once we are awarded this project, it will immediately become a project of utmost importance for SGM and our Gunnison/Salida offices. In fact, we have already conducted site investigations and talked to potential stakeholders to formulate a solid base from which to immediately proceed upon award. With the technical ability to share work between offices, local project oversight and public engagement, unforeseen challenges should be minimized. The capacity table below shows the team's availability to work on this project.

Design Engineering & Survey:

Civil, Survey and Geotechnical

Current Total Quarterly Capacity =		6200 Hours				
Committed Hrs.	4300	3100	1200	600	600	
	70%	50%	20%	10%	10%	
	COMMITTED		AVAILABLE			
Combined staff Available Hrs.	30%	50%	80%	90%	90%	
	1900	3100	5000	5600	5600	
SGM, Terry and Kumar	Q2 2014	Q3 2014	Q4 2014	Q1 2015	Q2 2015	
	Upcoming Quarters					



Project Approach

Kick-Off Meeting. We will begin the project by meeting with City staff, including representatives of the planning, engineering, and the various utility departments. A discussion of the expectations from each member of City staff will take place; we have found this initial meeting is a great opportunity for us to get on the same page with City staff. At this initial meeting, we will have several alternative cross sections, cross walk details and construction sequencing ideas for discussion.

Site Walk-Through. A site walk-through will follow. Existing and proposed features at key locations will be reviewed, particularly at each intersection and at access points. Each existing and former tree location will be reviewed. The condition of the existing light poles will be assessed and a determination will be made for each pole to repair or replace.

Plan. Following the kickoff meeting, a summary of the work will be written up and sent to each involved City staff member to ensure all parties are on the same page. Work by the geotech and survey contractors will then begin. Once field survey mapping has been supplied to SGM, design work will begin. The condition and grade of all existing curb & gutter and sidewalk will be reviewed.



We believe some street grade changes just north of Main may be able to eliminate some or the entire double curb in the first block down to Church Street. The double curb in front of Alpha Pawn presents an additional challenge; this challenge is one we have already internally begun to brainstorm.

30% Design. The after mentioned work will get us to the 30% design review stage. We will review the plans and the cost estimate in Trinidad with the City Staff. We fully expect that this review session will really set the stage to enable us to rapidly get to the final review stage.

Compliance. Our work will then move to the next phase of our design. Every effort will be made to achieve ADA compliance with the new sidewalks and ramps. In locations where physical or the cost ramifications are too high, we will make every effort to comply with ADA regulations as closely as possible. These locations will be identified to the City and the physical or cost restraints documented. Crosswalk locations and alignments will be finalized. Street and utility plans and profiles will be refined. Fine grading of sidewalks and curb & gutter will be done. Traffic calming ideas will be discussed with the City at our kick off meeting and again at each review stage as appropriate. A signage plan will be developed.





Tree Locations. Locations for the new historical district signage will be verified with City staff. Final tree locations and plantings will be determined. We suggest root barriers for all trees to prevent damage to adjacent concrete. A list of some suitable possible plantings for the parkway areas are below:

- Ginnala/Amur Maple
- Tatarian Maple
- Russian Hawthorn
- Crabapple Cultivars
- Newport Plum
- Shubert/Canada Red
- Chokecherry
- Mountain Ash
- Oak Leaf Mountain Ash
- Serviceberry
- Ornamental Pear 'Chanticleer'
- Japanese Lilac Tree

Detail sheets will be developed, along with demolition plans and an erosion control plan. These tasks will bring the project to the 90% point. We will again revise and then review the latest cost estimate and plans in Trinidad with staff.

Final Design. We will then proceed to final design. Any remaining changes will be incorporated into the plans. A project manual and bid schedule will be prepared. SGM will do its own internal engineering and quality control reviews prior to final review by the City. The project will then be ready for advertising and bidding. SGM will be prepared to answer any contractor questions during the bidding phase. Addendums will be prepared and issued by SGM as/if needed.

Site Visits. During construction, SGM will make regular site visits to ensure the contractor is constructing the project per our plans and specifications. We will coordinate our site visits with City staff to ensure our site visits are timely and productive.

We have no concerns or problems with the scope of work.

Aesthetic Concerns. The City of Salida uses patterned and dyed concrete for its crosswalks. An adaptation of that detail might be useful on Commercial Street. We have also used an exposed aggregate concrete cross walk detail in other Colorado towns. The exposed aggregate detail may look very attractive alongside the red brick the City currently uses.

Schedule. We have some minor concerns about the City's proposed schedule. Depending on the delivery timing of the existing conditions survey, it may be difficult to get 30% plans completed in the desired May 6th-July 9th timeframe. We feel that we can meet the schedule however; any hiccups or scope changes could adversely impact the schedule. Also, in our experience it is difficult to get good quality bids over the Christmas-New Year's holidays. We recommend moving the bid opening date to a little later in January 2015, maybe the 23rd. We typically receive our best bids in a competitive bidding environment after contractors are back from the holidays and re-focused on their business.





Fee Schedule

On the following pages you will find SGM, Terry Surveying, and Kumar and Associates fees.



FEE SCHEDULE

2014

HOURLY RATE

PRINCIPAL ENGINEER	\$165.00
SENIOR ENGINEER II.....	\$145.00
SENIOR ENGINEER I.....	\$135.00
SENIOR PROJECT MANAGER.....	\$125.00
PROJECT MANAGER	\$115.00
ENGINEER III	\$120.00
ENGINEER II	\$110.00
ENGINEER I	\$ 90.00
DESIGN TECHNICIAN	\$ 65.00
SENIOR ENERGY CONSULTANT	\$135.00
ENERGY MANAGER.....	\$105.00
ENERGY AUDITOR.....	\$ 95.00
CONSTRUCTION MANAGER	\$110.00
CONSTRUCTION TECHNICIAN II	\$100.00
CONSTRUCTION TECHNICIAN I	\$ 90.00

CADD MANAGER.....	\$115.00
SENIOR CADD DESIGNER.....	\$100.00
CADD DESIGNER	\$ 90.00
CADD DRAFTER.....	\$ 75.00
GIS COORDINATOR/ANALYST.....	\$110.00
GIS/CAD SPECIALIST.....	\$ 85.00
GIS DATA ENTRY	\$ 65.00
GIS FIELD DATA COLLECTION	\$ 50.00
MARKETING MANAGER.....	\$ 90.00
CLERICAL STAFF	\$ 65.00

SURVEY MANAGER	\$140.00
LAND SURVEYOR	\$120.00
SURVEY PROJECT MANAGER.....	\$100.00
SENIOR SURVEY TECHNICIAN.....	\$ 90.00
SURVEY TECHNICIAN	\$ 75.00
FIELD SURVEY (1-Man Crew)	\$150.00
FIELD SURVEY (1-Man Crew OVERTIME).....	\$225.00
FIELD SURVEY (2-Man Crew)	\$200.00
FIELD SURVEY (2-Man Crew OVERTIME).....	\$300.00

EXPERT TESTIMONY.....	\$325.00
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REIMBURSABLES

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage.....	\$ 0.565/mile
ATV / SNOWMOBILE	\$ 125.00/day
Flow Tote	\$ 125.00/day
<u>Reproduction</u> (Plot Sheets are typical "D" size @ 2' x 3', Oversize higher)	
Black & White Plots.....	\$ 5.50/sheet
Mylar Plots	\$19.00/sheet
Color Plots	\$30.00/sheet
Photocopies	\$ 0.25/page

Miscellaneous

Overtime will be charged out at 1½ times hourly rate (field survey overtime rates noted above).
 10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month** will be charged **for invoices past 30 days.**



PROJECT: Downtown Improvement: Commercial Street
 CLIENT: City of Trinidad

ESTIMATED BY: MH/JB
 DATE: 3/10/2014
 REVISION: 0

SGM Labor Charges				
No.	Code	Description	Name	Total Cost
Subtotal A				\$49,420.00

Subconsultants and Reimbursables				
No.	Code	Description	Name	Total Cost
1		Survey	Terry Surveying Inc	\$10,500.00
2		Geotechnical Engineering	Kumar & Associates, Inc	\$6,600.00
3				
4				
Subtotal B				\$17,100.00

SGM Cost Breakdown by Phase			Total Cost
Phase			Total Cost
1.0	30% Prelim Cost and Plan Submittal		\$21,955.00
2.0	90% Project Plan and Bid Specifications Submittal		\$14,540.00
3.0	Final Project Plans and Bid Specifications - Complete		\$2,325.00
4.0	Construction Phase Services		\$10,600.00
5.0	Not Used		\$0.00
6.0	Not Used		\$0.00
7.0	Not Used		\$0.00
8.0	Not Used		\$0.00
9.0	Not Used		\$0.00
			\$49,420.00

TOTAL COST	\$66,520.00
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Additional detail of cost breakdown available upon request



TERRY SURVEYING INC.

P.O. BOX 851
TRINIDAD, CO 81082
(719) 846-6921

March 10, 2014

Matt Hutson
SGM
225 East 2nd Street
Salida, Co. 81201

Re: Cost of proposed City of Trinidad Downtown Improvements: Phase I and Phase II.

Matt,

The following is the proposed cost of surveying the City of Trinidad Downtown Improvements:
Commercial Street Phase I AND Phase II

Lump Sum Cost	\$10,500.00
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In addition to providing a base map of the previous survey of Commercial Street Intersections, the cost will include a survey of the areas in between said intersections which will include and be limited to the following:

- Building exteriors at ground level
- Finish floor elevations of existing buildings
- Topography of above ground features (signs, light, planters, etc.)
- One-foot contours.
- Utility locates, visible utilities above ground and as per utility locates
- Man hole invert elevations in and out, and inventory of size and types of pipes within
- Storm water locations and invert elevations & size of structures
- Location of stepped curbs

Pot holing, replacement of lost or obliterated property monuments, construction staking, as built plans or work other than stated above will be at the rate of \$115.00/hour plus the cost of vehicles and supplies.

Gary L. Terry
Terry Land Surveying, Inc.



Kumar & Associates, Inc.
Geotechnical and Materials Engineers
and Environmental Scientists



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Colorado Springs, CO 80918
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email: kacolospgs@kumarusa.com
www.kumarusa.com

Office Locations: Denver (HQ), Colorado Springs, Fort Collins, and Frisco, Colorado

March 6, 2014



SGM
Attn: Matt Hutson
130 West 2nd St, Suite B
Salida, CO 81201

Subject: Proposal for Geotechnical Engineering Study, Trinidad Downtown Improvements
– Commercial Street Phase I and II, Trinidad, Colorado

Proposal No. C14-117

Gentlemen:

Kumar & Associates, Inc., is pleased to submit this proposal to perform a geotechnical engineering study for the subject project. We understand the project will consist of reconstructing approximately 1,500 LF of Commercial Street, from Main Street to the Purgatoire River Bridge. The project will include restoration and/or replacement of brick pavers, sidewalks, curbs, utilities and related streetscape infrastructure. The pavement section of Commercial Street will consist of brick pavers and a concrete base. The purpose of our study will be to provide pavement section thickness design recommendations for Commercial Street, as well as general subsurface information.

Scope of Work: Based on the information provided, we propose the following:

1. Drill a total of 4 exploratory borings along the project, within the roadway. As discussed, we anticipate two of the borings would be drilled to an approximate depth of 5 feet, and two would be drilled to a depth of 15 feet. The final depth of the borings will be determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be made to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth. The ground water level will be checked after drilling, and the borings will then be backfilled and patched with a site-mixed grout.

We will coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. Utilities cleared through this service will not include privately owned on-site utility lines. The property owner should identify any privately owned underground utilities that may be present, and notify us of the locations prior to drilling. We will not be responsible for damage to utility lines that are not properly identified.

We have assumed that we would obtain the necessary city contractor license and excavation permit prior to drilling, and that excavation permit fees would be waived. We

have also assumed that traffic control requirements for our field work would be subcontracted by us.

2. Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - Moisture content,
 - Density of undisturbed fine-grained samples,
 - Gradation characteristics,
 - Atterberg limits,
 - Consolidation and/or swell potential of fine-grained soil samples,
 - Water soluble sulfate concentrations, and
 - R-value.

3. Analyze the data obtained from the field and laboratory portions of the study to provide:
 - Existing pavement thickness and subsurface profile information,
 - Concrete/brick pavement section thickness design recommendations for the roadway,
 - Requirements for sulfate resistant concrete, and
 - Excavation considerations.

We have assumed pavements associated with the project will be designed using CDOT and AASHTO methodology. We have assumed traffic loading information would be provided to us.

4. Prepare a report summarizing the site exploration data and laboratory test results, and providing our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

Fee: We propose to perform the above-described scope of work for a lump sum fee of \$6,600 as outlined below, in accordance with the Terms and Conditions on the reverse side of the attached Fee Schedule. Please note the Terms and Conditions contain a limitation of Kumar & Associates, Inc.'s, liability. Modifications to the scope of work, if required, and associated fees will be discussed with you and approval obtained prior to exceeding the lump sum fee.

Field Exploration/Drilling	\$2,275
Contractor License App/Fee	\$ 125
Excavation Permit	<i>assume waived</i>
Traffic Control	\$1,200
Patch Materials	\$ 50
Laboratory Testing	\$1,250
Engineering/Report Preparation	<u>\$1,700</u>
TOTAL	\$6,600

Schedule: We propose to initiate the study immediately upon being given notice-to-proceed. An outline of our anticipated schedule is as follows:

- Submit permit, mark borings, and call UNCC within 1 week of NTP.
- Receive permit approval within approximately 1 week.
- Begin field exploration within 1 week after approved permit is received.
- Field exploration duration – 1 day.
- Laboratory testing complete approximately 2 weeks after field exploration. Preliminary information can be provided at this time, if necessary.
- Submit final report within approximately 5 to 6 weeks after NTP.

Specific times may vary somewhat if weather or other conditions beyond our control delay field exploration activities. In any event, we will coordinate with you to expedite our work to fit into your schedule, and will notify you of our progress and any available information.

Please call if you have any questions about the scope of work. If this proposal meets your approval, please sign one copy and return it to this office. Thank you for considering us for the study of this project.

Sincerely,

KUMAR & ASSOCIATES, INC.

By _____
Duane P. Craft, P.E.

DPC:bj
Rev. by: JRL
Attachment

Agreed to this _____ day of _____, 2014.

Organization

By _____
Printed Name



Resumes



Project Manager
Gunnison-Salida Team

General Background

Matt Hutson began his civil engineering career with SGM in 1990. An AutoCAD expert, he was initially hired to teach AutoCAD to SGM staff. Over the course of his years with SGM he was taught civil engineering by staff and eventually became a project manager. In 2001 Matt was appointed manager of the new SGM branch office in Crested Butte, Colorado. In 2012, Matt opened SGM's newest branch office in Salida, Colorado.

Matt's project experiences are primarily with high-end residential developments, ski areas, and golf courses. He has also managed projects for numerous counties and municipalities. In recent years Matt has been the project manager for several CDOT Local Agency projects.

Summary of Experience

Construction Oversight. Matt has been the Gunnison Valley Team's construction oversight manager for several months since rejoining SGM. His duties have included overseeing all aspects of civil design, utility plans and stormwater management, along with managing construction documents through construction observation. He has supervised or provided construction observation on projects including water and sewer replacements, new street construction and existing street construction.

Representative Project Experience

County Road 120 Trail 2012 - 2013

Town of Poncha Springs, CO. Served as the Project Manager for the CDOT Local Agency project. Tasks included:

- Oversight of design
- Guided the project through the CDOT approval process

2013 Street Improvements 2013

City of Salida, CO. Served as the Project Manager for the paving and reconstruction and overlay improvements project. Tasks included:

- Oversight of design
- Construction bidding and selection process
- Construction management and oversight

Highway 50 Improvements, Phase 2 2012

City of Salida, CO. Served as the Project Manager for the CDOT Local Agency project. Tasks included:

- Oversight of design
- Guided the project through the CDOT approval process
- Construction bidding and selection process
- Construction management and oversight

Mt. Crested Butte Road Improvements 2010 - 2011

Town of Mt. Crested Butte, CO. Served as the Project Manager for major street reconstruction and overlay. Tasks included:

- Design review
- Construction bidding and selection process
- Construction management and oversight

Representative Project Experience - (cont.)

**Skyland Water
Improvements
2010**

Skyland Metro District, Crested Butte, CO. Served as the Project Manager for this water system improvements. Tasks included:

- Review of design
- Construction bidding and selection process
- Construction management and oversight

**Prospect
2003**

Crested Butte Mountain Resort, Mt. Crested Butte, CO. Served as the Project Manager for this residential development at the base of the ski area. Tasks included:

- Design of roadway and utility systems
- Additional ski run and lift design
- Assistance in obtaining permits and approvals
- Producing construction plans and specs
- Construction management and oversight

**Aspen Glen
1996**

ClubCorp., Carbondale, CO. Served as the Assistant Project Manager for this residential golf course development. Tasks included:

- Design of roadway and utility systems
- Golf course design coordination with Jack Nicklaus
- Producing construction plans and specs
- Construction management and oversight

**Aspen Highlands
1993**

Hines Highlands, LLP., Aspen, CO. Served as the Assistant Project Manager for the development of the base area plus residential development. Tasks included:

- Design of roadway and utility systems
- Design of buried water tank on a ski run
- Coordinating base area plans with Robert A.M. Stern Architects
- Assistance in obtaining permits and approvals
- Producing project budget, construction plans and specs

**Maroon Creek Club
1992**

Maroon Creek LLC, Aspen, CO. Served as the Assistant Project Manager for this residential golf course development. Tasks included:

- Design of roadway and utility systems
- Golf course design coordination with Fazio Golf Course Designers
- Assistance in obtaining permits and approvals
- Producing construction plans and specs



General Background

Jerry, a licensed Professional Engineer (Colorado), has been with SGM since 2006. He has a broad and diverse background in all facets of Civil Engineering, Construction, Facilities Management, Project Management (planning, design and construction) and Infrastructure Rehabilitation.

Jerry's 17 years of engineering and construction experience has included private development design and construction as well as extensive governmental work. The bulk of his experience has been serving the National Park Service and municipalities such as Salida and Buena Vista Colorado and Gunnison County Colorado.

Jerry's design and construction experience ranges from civil and structural infrastructure design, road and utility infrastructure design and rehabilitation, building rehabilitation, new building design and construction, and both design and construction management.

Job Description

Gunnison Branch Manager

Senior Project Engineer/
Project Manager

Education

BS, Civil Engineering –
University of Colorado at
Denver
1992

Professional Affiliations
Professional Engineer, CO

Summary of Experience

Utility System Design and Rehabilitation. Jerry has prepared design and construction documents for the repair/rehabilitation and replacement of numerous utility systems and related infrastructure. He has also been the SGM Project Manager and Lead Engineer for the design and construction of sewage lift stations, force mains, and gravity sewer line installations. The bulk of his infrastructure rehabilitation work has come as the Park Engineer at Glacier National Park and Chief of Facility Management at Curecanti National Recreation Area and Black Canyon of the Gunnison National Park. Assessing the condition of utility infrastructure, providing cost estimates and preparing work orders for rehab, and performing the design and construction documents for such systems is one of his strengths.

Road Design and Rehabilitation. Both as an employee of the NPS and with SGM, Jerry has been the Lead Project Manager and Engineer of Record for numerous road rehabilitation and new road construction projects. Recently, Jerry has designed and constructed road rehab projects for the Town of Buena Vista Colorado. One of these projects (Arizona Road) was a complete reconstruction. Another Buena Vista project consisted of the pavement reconstruction, drainage improvements, and street enhancements to East Main within the central business district. One of his projects is currently under construction in Gunnison County that includes two miles of roadway and four bridges. For these recent projects, Jerry was the Project Engineer for both design and construction, completed the construction bid documents, facilitated construction related meetings, reviewed pay requests, inspected the construction, and oversaw the complete projects. An early example of Jerry's road rehab experience came in Glacier National park with the pulverization and repaving of Apgar road and a similar project at Hubble Trading Post NHS.

Facilities Management and Maintenance. Jerry has spent 10 of his 14 NPS years within the NPS Facility Management division, both as a Park Engineer and Chief of Facility Management. He is quite familiar with NPS asset management program and the unique needs of the NPS when it comes to construction within the various park units. Jerry continues to wear his "facility manager hat" in working for SGM as the City Engineer for Salida and as the Town Engineer for Buena Vista, CO. This work is very similar to the work performed for the NPS. These small towns, like most parks, have large needs and limited budgets. Working with these clients is what Jerry enjoys the most.

Summary of Experience (cont.)

Site Design. For some of our private sector clients, including Crested Butte Mountain Resort (CBMR), Jerry has been our Lead Project Manager and Engineer. Upon Jerry's arrival with SGM, he immediately took over several development projects for CBMR. Due to the current economic climate these projects are on hold. However, Jerry currently has a large private development project underway just north of Almont, CO and is the Lead Project Engineer for a 200-unit annexation project adjacent to the Town of Crested Butte. All of these projects are located in fairly pristine areas where site design, stormwater management, resource protection, and utility infrastructure design can be challenging.

Representative Project Experience

Town Engineer
2002 - Present

Roy Gertson, Public Works Director, Sue Boyd, Town Manager, Town of Buena Vista, CO. SGM has been the Town Engineer since 2002, working with the Towns Water System modeling, drainage master plan, sub-division and development reviews, water system upgrades, and road rehabilitation and street enhancements. Recent projects include:

- East Main Street road reconstruction, drainage improvements, pedestrian safety crosswalks, and streetscape enhancements. Jerry's role was Project Manager and Senior Engineer for both design and construction. He was responsible for working within the existing budget, providing both engineering and construction cost estimates, construction plans and specs, advertising the project, conducting pre-bid meetings, evaluating contractor bids, conducting pre-construction meeting, attending construction meetings, and providing onsite construction oversight. He was readily available as needed to address construction issues, review pay requests, answer contractor questions, and attend Town Council meetings as requested.
- Arizona Road reconstruction. This project included the pulverization of failed pavement and replacement of failed portions of the roadway structural section. Jerry's role was as Project Manager and Senior Engineer for both design and construction with similar duties as described for East Main.
- Subdivision reviews for numerous proposed developments. Jerry's role as the Town Engineer in reviewing development proposals is to ensure that development infrastructure meets town codes and good engineering practices. Additionally, his role is to ensure the infrastructure that will become the maintenance responsibility of the town is designed and constructed such that they will not become future maintenance problems.

Wilder at the Taylor
2009

Ron Welborn, Jackson-Shaw, Gunnison County, CO. Served as the Project Engineer for the owner as well as the Design and Construction Engineer for the Wilder at the Taylor project is located five miles east of Almont, CO just off of County Road 742. Phase 1 of this project is a 950-acre project consisting of 27 35-acre tracts. Phase I of this project is currently under construction. The bulk of this project is in very pristine country. Jerry's experience working in the various National Parks has paid off in that the design and construction is being performed such as to minimize impacts to the natural environment. Erosion control and restoration of disturbed areas is an integral part of this project. For this project we have teamed with Elk Mountains Planning Group. Tasks included:

- Participated in the Land Use change process within the County
- Responsible for the design of over three miles of road in steep mountainous terrain and the design of 4 bridges. One of these bridges spans the Taylor River (90 feet)



General Background

Tyler, a Civil Engineer specializing in hydrology, drainage, water, sanitary sewer and environmental engineering has worked for SGM since 2005. His project experience includes, land development, floodplain mapping and river modeling, stormwater drainage facility design, low impact drainage (LID) design, reservoir design and reconstruction, residential and housing site civil designs with roadway/pedestrian layout and circulation, utility piping and distribution layout, LEED site certification, sewage lift stations, individual sewage disposal systems and other small isolated wastewater treatment systems. In addition to federal (FEMA, Army Corp of Engineers) and state planning and permitting, Tyler also has experience in local and municipal issues and codes both from representing the developer and municipal side of the project.

Design and Field Engineer
Gunnison Valley Team

Education

BS Civil Engineering,
Bio Resources Option
Montana State University
2005

Registration/Certification
Professional Engineer, CO

Colorado Association of
Stormwater and Floodplain
Managers

Summary of Experience

River/Stream and Reservoir Breach Flood Modeling. Tyler has modeled a number of high elevation rivers and streams to determine flood plains and flood ways as well as to develop hazard paths for reservoir breaching. This also includes working with local flood plain management communities, FEMA and State division of Water Resources for various types of permitting and approvals.

Education Campus Facility Site Civil. Tyler has designed and drafted civil components on education campus facilities including pedestrian and vehicular movement, parking lots, roadway design and layout, mapping, demolition, expansion and new utility layout, drainage calculations and design including Low Impact Design (LID) and LEED certification requirements. Most recently lead civil design at Western State Collage Student Apartments and Field House/Recreation center in Gunnison Colorado.

Land Development. Tyler has designed and drafted components of residential and mixed use commercial subdivisions including street and pedestrian design and layout, water and sewer distribution systems including water booster stations, water storage tanks, and sewer lift stations, and drainage control, and routing for both traditional drainage control and low impact development drainage controls. This also includes public meetings, permitting, and contractor relations from bid process through final inspections.

ISDS and Other Small Isolated Wastewater Treatment Systems. Tyler has designed and followed projects through permitting and construction ranging from traditional single family septic tank leach field systems to smaller 2,000 GPD to 20,000 GPD wastewater treatment facilities. Systems ranging from small packaged plants to lagoons and sand filters. Tyler has been involved with design of new facilities and existing out-of-compliance facilities, working with the client, state and local governments to determine the best type of facility for the individual situation from operations and maintenance to the cost analysis. These projects have included preparing feasibility studies, obtaining funding, securing permits, developing the design, and overseeing the construction and start-up as well as conducting public meetings.

Impoundment Design. Tyler has designed and drafted components of water storage impoundment ranging from wastewater to hazardous materials including leak detection systems and multi layer and composite layer liners. This also includes public meetings, permitting, and contractor relations from bid process through final inspections and acceptance including the creation of Engineering Design and O&M manuals.

Capital Improvement Plans. Tyler has helped create capital improvement plans for several municipalities. These plans typically involve staff interview, detailed inventory cataloging, community project prioritizing and asset evaluations. Additional components to the CIP include public meetings and work sessions, life cycle cost analysis, rate studies and maintenance schedules. Improvement plan categories consist of roads, parks and recreation (including river water features), trails, heavy equipment/fleet, water and sewer systems.

Representative Project Experience

WSCU Student Apartments and Field house/Recreation Facility Projects
2009 - 2013

Western State Colorado University, Gunnison, CO. Tyler performed civil engineering, surveying and construction oversight. This project included a unique design team similar to the PAC design team in that it combined local Colorado designers with a specialty designer added onto the team for building specific requirements. Both projects were \$60 million and required LEED certified and utilized innovative LID storm drainage design to reduce runoff from the site. In addition to mapping the interior and exterior of the building, Tyler provided the new legal description as well as set property corners for the newly described parcel.

Gunnison County Jail Facility
2010 - 2012

Gunnison County, Gunnison, CO SGM provided the civil engineering for this important Gunnison County project, estimated to be approximately \$6M, located within the City of Gunnison. Communication and coordination with both the City and County in addition to utility providers was a key component of the success of the project.

Mountaineer Square North PUD approval (including preliminary design for the PAC)
2010 - 2011

Crested Butte Mountain Resort, Mt. Crested Butte, CO. SGM the Civil Engineer and Surveyors for this project. We have performed the site and boundary survey and are engaged in the civil engineering. We are working closely with the design architects, Crested Butte Mountain Resort (CBMR), the Town of Mt Crested Butte and the utility providers. Storm drainage and traffic considerations (bus access and traffic impacts on Gothic Road) are a paramount issue for the Town and CBMR. The Performing Arts Center is part of an overall Planned Unit Development being completed by CBMR. SGM is the engineer and surveyor of record for the Performing Arts Center and overall project.

Mira Monte Subdivision Review
2008

Mira Monte Subdivision Review, City of Salida, CO. Served as the Project Manager and Reviewing Engineer for the City of Salida reviewing a mixed use residential annexation into the city. Tasks included:

- Public meetings
- Drawing and engineer reports Review
- Review comments and meeting with Design Engineer
- Cost estimate review

Prospect Subdivision
2005 to 2008

Prospect Subdivision, Crested Butte Mountain Resort, Crested Butte, CO. Served as the local Project Manager and contact point as well as Design/Draft/Field Engineering for a high end residential ski in ski out community. Tasks included:

- Public meetings and local community approval process
- Designing, drafting, and construction of and observation of roads, water, sewer, and drainage
- Cost estimates
- Providing hydraulic analysis and design to maintain historic runoff
- Obtaining permits, reviewing submittals, pay requests responding to RFIs, and pressure testing
- Producing project scope, budgets, construction plans, and project specifications in preparation of bidding



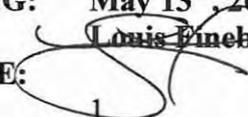
We provide innovative, practical solutions to make our clients successful while ensuring the health, safety and welfare of our neighbors. We develop and maintain lasting client relationships and are committed to our local communities.

SALIDA
225 East 2nd Street
Salida, CO 81201
719.207.4340
719.539.4836



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 13th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

3

SUBJECT: GOCO Grant Contract for the Purgatoire River Pedestrian Bridge

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: This item is for discussion only at this time and no formal action is required.

SUMMARY STATEMENT:

The City of Trinidad received a grant in the amount of \$197,225 for the construction of a pedestrian bridge over the Purgatoire River connecting the River Walk to the Boulevard Addition Nature Park.

EXPENDITURE REQUIRED: The City cash match for the project is \$34,525 and the City in-kind match is estimated at \$70,000. The total project cost is estimated to be \$301,750.

SOURCE OF FUNDS: GOCO, CIP Fund and General Fund.

POLICY ISSUE: Should the City of Trinidad enter into a grant agreement with GOCO for the construction of the Purgatoire River Pedestrian Bridge.

ALTERNATIVE: The City of Trinidad could decide not to enter into the grant agreement.

3

GRANT AGREEMENT

PROJECT:

Project Title: Boulevard Addition Pedestrian Bridge
Contract Number: 14350
Completion Date: 4/11/2016

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Grantee: City of Trinidad

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. For the 2013-14 fiscal year, the Board allocated Local Government purpose funds to the State Trails program operated by Colorado State Parks, pursuant to which eligible entities could apply for grants for local government trails projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted the Project Application to the State Trails program which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee's Project Application on 4/9/2014, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit A.
 - c. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding.
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$197,225.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than 4/11/2016 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit C

("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.

8. **Disbursement of Funds.**

a. Progress Payment: If Grantee has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed GOCO's percentage of expected overall costs (as determined by the GOCO-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made. The Grantee is limited to receiving one Progress Payment.

b. Final Payment: Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for those costs described as eligible in the "2013 Non-Motorized Recreational Trails Grant Application". The Grant and all matching funds may not be used to pay for those costs described as ineligible in said application.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Project Operation and Maintenance.**

a. Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may

temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.**

Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.

b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.

c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.

d. Grantee shall give the Board the right and opportunity to use information gained from the Project.

e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.

g. Grantee shall provide quality digital photographs or printed photographs, if unable to provide digital photographs (collectively, "Photographs") of the completed Project with the Final Report. For the avoidance of doubt, all Photographs taken by Grantee of the Project constitutes a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)) Grantee agrees that all copyrights and other property rights, in the Photographs developed by Grantee in conjunction with the Project are further owned by GOCO and Grantee hereby forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns, shall have the exclusive right to file copyright applications in the United States and throughout the world to the Photographs, or any portion thereof, in the name of GOCO. Grantee hereby agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this grant with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce its rights under this provision.

h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute

which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;

- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future Board grants, loans or projects.
- ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future Board grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.
25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. **Time is of the Essence.** Time is of the essence in this Agreement.
28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.
31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the __ day of _____ 2014.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
City of Trinidad

By: _____
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____

**EXHIBIT A
RESOLUTION**

SAMPLE RESOLUTION

A resolution supporting the agreement between the (Name of Contracting Entity) and The State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the (Name of Contracting Entity) supports the completion of (Name of Project).

WHEREAS, the (Name of Contracting Entity) has received a grant from Great Outdoors Colorado to fund the (Name of Project), subject to the execution of a grant agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE (The Governing Body of Contracting Entity) OF THE (Name of Contracting Entity) THAT:

SECTION 1: The (Governing Body of Contracting Entity) hereby authorizes the _____ (Designated Official) to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: The (Governing Body of Contracting Entity) hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

PASSED AND APPROVED (date)

APPROVED (signature of appropriate official(s)).

EXHIBIT B
PROJECT BUDGET

(Submit a new budget if the project numbers have changed.)

EXHIBIT C
OVERDUE GRANTS POLICY

 GREAT OUTDOORS COLORADO	GREAT OUTDOORS COLORADO POLICIES & PROCEDURES MANUAL	Policy:	Overdue Grants
		Approval Date:	June 11, 2013

I) PURPOSE

Great Outdoors Colorado (GOCO) understands that there are unforeseen circumstances that may interfere with a grantee’s ability to complete a project by the project completion date set forth in the Grant Agreement. The Overdue Grants Policy outlines the options available to grantees to extend a grant deadline and the procedures associated with submitting grant extension requests.

II) POLICY STATEMENT

A grantee has two options to extend the project completion date in the Grant Agreement: a staff extension or a Board extension. Staff can grant an extension for at least 90 days and up to the date of the next scheduled GOCO Board meeting. If the grantee needs more time than that, the grantee must request a Board extension. GOCO expects the grantee to request the appropriate amount of time needed to complete the project. A grantee can request a second Board extension if needed, although this is not a favorable action.

Failure to complete a project by the original due date, or by any extended due dates authorized by staff or Board, may result in the de-authorization of the grant by the Board and a suspension from applying in future grant cycles.

III) PROCEDURES

A) Staff Extensions

- The grantee must submit a request for a staff extension prior to the original project completion date via email or postal mail to GOCO staff.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- A grantee may only request one staff extension.

- If the grantee needs an extension for longer than the time provided by a staff extension, the grantee can forgo the staff extension and request a Board extension.
- Staff will notify the grantee via email of the decision to grant or deny the request for a staff extension.

B) Board Extensions

- The grantee must submit a request for a Board extension prior to the original or staff extended project completion date via email or postal mail. Requests must be addressed to the GOCO Board.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date and if applicable, staff extended project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- The Board will consider the request for Board extension at its next scheduled meeting. Staff will notify the grantee via email of the Board's decision to grant or deny the request for a Board extension.
- A grantee can request a second Board extension if additional time is needed beyond that provided by the first Board extension. Requests for a second Board extension will follow all of the procedures listed above.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 13, 2014
PREPARED BY: Chris S. Kelley, Safety Officer

DEPT. HEAD SIGNATURE:
OF ATTACHMENTS:

1 *Chris S. Kelley*

SUBJECT: City of Trinidad Safety Manual Revision

PRESENTER: Chris S. Kelley, Safety Officer

RECOMMENDED CITY COUNCIL ACTION: Review the provided revision to the Safety Manual for the purpose of adoption.

SUMMARY STATEMENT: Having been provided the final revision of the Safety Manual and conducted a thorough review, the Safety Committee now wishes to offer their version of the revised manual to City Council for consideration of adoption.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Safety Manual and Policy

ALTERNATIVE: No alternative revision available

BACKGROUND INFORMATION: Although the majority of those employed by the City of Trinidad are conscientious about safety, the current Safety Manual provided by the City is lacking content in order to educate employees about safety issues, procedures and policies.

In March 2013, the Safety Committee was urged by the City Manager to create a subcommittee for the purpose of revising the City's Safety Manual. The subcommittee spent the last year reviewing manuals from various municipalities, conferring with CIRSA officials, evaluating interdepartmental safety procedures and collaborating with our City Manager. Through diligent and thoughtful insight provided by the members of the Safety Committee, a much more complete and thorough manual has now been prepared for review by the City Council for the purpose of adoption.

4

CITY OF TRINIDAD

SAFETY PROCEDURE & POLICY MANUAL



CITY OF TRINIDAD, COLORADO
1876

Presented by:
City of Trinidad Safety Committee
Revision 1
April 17, 2014

Approved by:
Tom Acre, City Manager

Signature

Date

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INTRODUCTION FROM THE SAFETY COMMITTEE

Congratulations on your employment with the City of Trinidad. All employees and volunteers are tasked with continually endeavoring to create a safe workplace. As an employee, you are the greatest asset the City has and your safety, as well as those working with you and our citizens, is paramount. This manual is a culmination of a year's work between the Safety Committee and the City Manager in order to provide you with a clear and concise explanation of the City of Trinidad's expectations regarding safety. It is not practical to think that all safety situations be covered in this manual but when you add this information to that which your department head or supervisor will provide to you, we hope you will realize how important safety is to all of us.

The Safety Committee is here for all employees as an approachable group of co-workers who strive to ensure safe working practices are in place and being followed. The City Clerk has on file a list of all active Safety Committee members. Please do not be shy about asking questions or providing suggestions to your supervisor, department head or Safety Committee member. We are all responsible for our workplace safety.

MISSION STATEMENT

No task is so important and no call of service is so urgent that we cannot take the time to perform our work safely.

The City of Trinidad is extremely conscious of the safety and welfare of its employees and that of our citizens. As an employer, we recognize our obligation to ensure the safest possible work place for our employees. As a governmental entity, we recognize our responsibility to provide a safe environment for the public we serve.

The mission of the City of Trinidad Safety Committee is to develop and promote a healthy and safe environment for all employees and visitors to our facilities through the involvement of all individuals with regards to education, communication and safe work practices.

In addition to this primary mission, the Safety Committee encourages all employees to participate in the safety process for the betterment of all concerned. The personal safety and health of each employee of the City of Trinidad is of primary importance. To the greatest degree possible, this committee will provide employees a voice to management to ensure that concerns and issues related to safety are brought to the forefront. In carrying out its primary mission, the committee is committed to four basic principles:

1. Help to formulate and disseminate policies, practices, and procedures that promote health and safety.
2. Assist management in formulating a plan of action regarding occupational health and safety. This will include helping to set priorities to control hazards.
3. Act as a problem solving group to help with the identification and control of hazards.
4. Help to resolve health and safety issues.

Activities

The activities of the committee will include, but are not limited to, the following:

- Identify unsafe work practices and conditions and suggest appropriate remedies.
- Review accident/incident reports. Types of accidents, causes and trends shall be identified and appropriate corrective action suggested.
- Assist in the development, implementation and maintenance of effective safety programs.
- Encourage feedback from all individuals with regard to health and safety related ideas, problems, and solutions.
- Serve as an advisory body to the City Manager on safety programs and issues.

GENERAL SAFETY RULES

This manual has been developed to establish safety policies for the City of Trinidad. These policies are intended to enable and enhance the City's Safety Program.

The City of Trinidad recognizes it has a basic responsibility to provide a place of employment that is free of recognized hazards that may cause physical harm or death. Because of the diversity of operations within the City it is impractical to develop a Safety Policy Manual that is applicable to all departments. Therefore, this manual, and the stated policies that follow, are generalized in nature. This manual is intended to be used in conjunction with Department/Division specific safety policies and practices.

As a general policy, the City incorporates this Employee Safety Manual as part of the Personnel Rules and Regulations issued to all employees. It is the responsibility of each city employee to learn and practice the safety procedures outlined in this manual, and if applicable, your specific department/division employee safety manual. Failure to abide by the policies contained in this manual may result in disciplinary action including and up to termination. Costs associated with losses may be assigned to the specific departmental budget.

Accident prevention, the preservation of human life both on and off the job, should be the most rewarding activity that we as City employees can share together. If we do not assume responsibilities in accident prevention, we must suffer the consequences, which often result in human suffering.

No phase of our operation is of greater importance than accident prevention. The purpose of this manual is to assist in the elimination of accidents. This manual shall be effective as of the date of issuance and shall be complied with by every employee under every circumstance where it is applicable. Existing governmental codes, statutes, rules and orders shall be considered a part of this manual, and where any conflict exists between the two, those of governmental status shall prevail.

EMPLOYEE CONDUCT AT WORK

The City of Trinidad is responsible for the safe and courteous conduct of all its employees. As employees of the City, we are visible to all citizens and visitors while accomplishing our day to day duties. It is very important to convey courtesy and a proper work ethic. It is the responsibility of each department head and/or work foreman to set the standard of proper behavior on the job. Employees shall cultivate courtesy, not only to our customers but to fellow employees as well. Horseplay, scuffling, or practical joking of any kind is strictly forbidden as it creates a potentially dangerous work area.

Alcohol and Drugs. **The City of Trinidad is a Drug/Alcohol Free Workplace.** The use of or being under the influence of or using intoxicating beverages or drugs during working hours is prohibited and shall be sufficient cause for disciplinary action including and up to termination. Per City policy, any employee suspected by his/her supervisor, foreman or person of higher authority and a second supervisor, foreman or person of higher authority of working while impaired may be required to submit to testing. In the case of any personal injury or motor vehicle accident, the employee may be requested to submit to drug testing. If you are taking medication prescribed by a physician or over-the-counter medication that could impair assigned work, you must report this fact to your supervisor prior to reporting to work. Employees who are doubtful of their ability to work safely because of illness, medications, or extreme emotional upset must report this condition to their immediate supervisor before start of work. For more information regarding the City's policy on this or any other topic, refer to the Personnel Policy handbook.

Smoking. **All City facilities, including vehicles, are considered Smoke Free Zones.** It is therefore required to be a minimum of 15 feet from any City facility/vehicle in order to smoke. It is also prohibited to smoke while performing duties of any kind, including reading meters or inside a citizen's home/business or on their property.

Cell Phones. **No personal cell phones are allowed on jobsites or during working hours unless approved by your immediate supervisor for emergency purposes only.** If approved for usage, cellular telephones should be placed on voicemail or placed on minimum ringer volume so as not to disrupt the working environment. If a call or text must be received or made, the worker must ensure safe operating measures i.e. pull vehicle over and place in park. Common courtesies should always be employed when using cellular devices.

Communications. All City base communication stations and mobile two-way radios shall keep an updated list of all Fire and Police Department numbers readily available.

Customer Courtesy. As City Employees, we are sometimes required to enter private property. An employee entering a customer's premises to perform work, except for reading of meters, must always announce his/her presence and explain the reason for required entry. The customer's permission to enter must be secured, and any instructions as to precautions to be taken in entering, while working, and in leaving these premises must be respected. Employees owe customers special courtesies while on their property. Employees shall not smoke while on duty, including inside a citizens home or property. Unnecessary noise shall not be made, and care

should be taken to avoid damage to said property. If children or pets are present, arrangements must be made to keep them out of danger areas, and from interfering with the work.

City Provided Vehicles. Some employees are furnished vehicles which are well identified as City vehicles by color and signs. Remember, smoking is prohibited in any City facility including vehicles and cell phone usage is prohibited unless authorized by your supervisor and is subject to safe operating procedures. At each corner and crossing those driving City vehicles are indirectly contacting our customers, and these contacts either promote, or tear down city relations, depending entirely on the conduct of the employee. Remember, that in the eyes of the customer,

YOU ARE THE CITY OF TRINIDAD.

RESPONSIBILITIES

The safety rules and definitions in this manual shall apply to all City employees. It is the responsibility of each employee to accept safety as a personal matter and to cooperate by developing and maintaining safe work habits and by reporting hazardous conditions. Individual employees have the ability to control their work environment and the responsibility for their actions in the work environment. While safety is everyone's responsibility and starts with the individual employee and their actions. Effective safety management policy begins at the management level and extends downward through the organization via regular lines of communication and control.

Each employee must follow all safe work practices which are established for his/her protection. It shall be the duty of each employee of the City of Trinidad to work in a safe manner, to familiarize himself/herself with and use safe practices, and to guard his/her fellow employee by providing a good example and by warning them of dangerous conditions or work practices. City employees are not expected to expose themselves to any hazards in order to provide service or to attain unusual speed in doing work. Experienced employees have extra responsibilities for conducting work with safety-first in mind for themselves and others. Their attitude and behavior is taken as a model by example as well as by instruction so that newer employees will develop safe habits as a matter of imitation and custom. An employee must depend on his/her own alertness and caution for protection as well as on the warnings of danger given by experienced employees. Employees must ask questions freely and not be satisfied with answers they do not fully understand.

Accountability. Each department is accountable for and shall maintain records of:

1. Safety Education/Training.

2. Safety meeting minutes conducted.
3. Safety inspection reports. Annual inspection reports are to be turned into the City Manager.
4. Accident investigation.
5. Think, Practice, Teach, and Support the safety program.

Department Head Responsibility. Good safety performance is an essential factor in effective cost and quality control. Safety cannot be subordinate to other management interests, but must be considered an integral part of the entire operation. Department Heads are required to maintain written records, which document that their employees have read and understand both the City's manual and their departmental safety guidelines. Such records are to be included in the employee's personnel file that is maintained by the supervisor. Each Department Head shall be considered the safety officer for their department unless they choose to designate one of their employees to the position. The Department Head must ensure:

1. Safety has been built into each operation and procedure, taking into consideration employees, general public, and property which may be adversely affected.
2. Each employee is trained to recognize the hazards of his/her job and how to avoid accidents and resulting injury. Documentation of such training shall be maintained.
3. Each employee understands that they are expected to work safely, and that willful violations of safety procedures will not be tolerated.
4. All employees are actively involved in the safety program. An atmosphere wherein employees are encouraged to communicate openly about issues involving safety.
5. Prompt corrective disciplinary action is taken when unsafe acts or conditions are observed or reported.
6. Adequate personal protective equipment, shop safety equipment, protective devices, and related training are provided for tasks associated with daily operations.
7. All injuries are treated immediately, and appropriate notification is made.
8. Prompt and thorough investigation of all accidents and completion of reports when required.
9. An annual department safety checklist is developed and updated. Periodic safety inspections of the work place and equipment are performed to reduce hazards. An annual department safety inspection is completed by the end of the fiscal year (December 31) and a copy submitted to the City Manager by January 31. Periodic safety follow up inspections are performed noting corrective measures taken. Copies shall be maintained by the department with a copy sent to the City Manager.
10. Foremen are held accountable for the application of the safety program.
11. Safety within each department is maintained by the proper assignment of personnel.
12. Regular departmental safety meetings are held.
13. Assistance from CIRSA or the Safety Committee is requested on safety problems as needed.
14. A Safety Bulletin Board is established and updated.

YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY FIRST!

Employee Responsibility. Management and workers alike share the responsibility for accident prevention. Although each employee is primarily responsible for his/her own safety, in all

instances where conditions are not covered by this manual, or where it is not completely understood by him/her, the employee shall obtain specific instruction from his/her supervisor before proceeding with the work. Each employee must perform the duties associated with their job as safely as possible.

1. Learn the safe way to do the job by following accepted practices; seek instructions from the supervisor when in doubt.
2. Always use the safety equipment provided and follow instructions and established procedures.
3. Report any injury, no matter how slight, to the Supervisor immediately.
4. Report hazardous conditions and recommend corrective actions to the Supervisor immediately. If you feel it is necessary, Safety Committee members are always available for reporting concerns.
5. No participation in "horse play" or other unsafe activities.
6. Be familiar with and support the safety program.
7. Understand that safety violations may be cause for disciplinary actions, up to and including dismissal.
8. Keep the work area clean and obstruction free.
9. Keep tools, equipment, safety equipment and facilities in good repair.
10. Weekly review weekly of your department's Safety Bulletin Board.
11. Obtaining and maintaining CPR and Basic First Aid training
12. Doing daily vehicle and/or equipment inspection, noting areas needing attention and immediately resolving any potential safety issues.

SAFETY COMMITTEE

The role of the Safety Committee is that of an advisory committee to the City Manager and a sounding board for any employee with safety concerns. It consists of a body of employees from various departments including three (3) union and three (3) non-union employees, as well as an elected Committee Chairperson and Secretary. All terms are on an annual basis. The use of volunteers for the positions is preferred otherwise they will be appointed by the City Manger. The Safety Committee develops and recommends the contents of the safety manual, reviews and assists in the development of departmental/division safety practices and job specific announcements (JSAs). The Committee is a valuable asset to the City's safety program in that it provides the City Manager with safety recommendations to help eliminate incidents/accidents and offers advice regarding the safety program and policies. Safety recommendations from the Safety Committee are supported by the City Manager and must be acted upon within the time frame allotted by the Committee.

Vehicle and job related personnel injury claims are reviewed and a vote is taken by all members as to whether the accident was preventable or non-preventable. All factors are taken into consideration including previous employee accident records. Employee will have the opportunity to explain the accident and the circumstances that led up to it. If the Safety Committee finds that an employee's negligence was a contributing factor in any accident, such negligence shall be

grounds for disciplinary action. Although the Committee does not impose discipline, employees and supervisors have agreed to all the safety rules herein and are directed to comply with these rules.

GENERAL GUIDELINES

To ensure compliance with procedures established for the protection of all personnel against occupational hazards, the maintenance of a safe work environment is the responsibility of all supervisory staff and employees. It is the responsibility of each city employee to learn and practice the safety procedures outlined in this manual, and where applicable, specific department/division employee safety manual. Accidents result in wasted or lost time, materials and service to community and taxpayers' money.

1. Learn and practice job and safety procedures.
2. Know and maintain tools and equipment. Use for intended purposes only.
3. Ensure tools or equipment guards or shields are safely in place; use them. Look for and repair defects.
4. Don't use it unless you know how.
5. Never engage in or allow unauthorized use.
6. Look for unsafe conditions or practices where you work and fix them or report them to your supervisor.
7. Lift properly with your legs not your back. If it's too heavy to lift or handle by yourself, **ASK FOR HELP.**
8. Be considerate and watch out for your co-workers' safety.
9. Don't take unnecessary chances or shortcuts.
10. Anticipate the unexpected
11. Don't engage in horseplay or practical jokes.

REPORTING OF ACCIDENTS

All accidents must be reported immediately (**within 24 hours**) to your **IMMEDIATE SUPERVISOR.** In the case of any personal injury or motor vehicle accident, employees are required to submit to drug testing.

Supervisors will have employee complete a Preliminary Accident Report. The Supervisor will complete CIRSA's Supervisor's Accident/Incident Investigation Report and submit both reports to the City Clerk (for property damage claims) and the City Manager's office (for Workers' Compensation claims).

It is very important that ***under no circumstances should a City employee admit fault*** for an accident, property damage, for a sewer back-up, water break, etc. Employees should state something to the effect of, "The nature and cause will be determined," or something as simple as

“I don’t know.” The reason for this is that many lawsuits towards cities are generated because employees admit that something is the towns fault when it may not be.

Vehicular Accidents

1. Call 911 when circumstances necessitate i.e. other vehicles, people, or medical emergencies are involved. Give location and any information regarding injuries.
2. Render first aid if necessary – at your discretion
3. Contact direct supervisor immediately **(within 24 hours)**.
4. Leave vehicle(s) exactly where they stop after impact.
5. Do not make any statements as to who is at fault. The law enforcement agency will do this.
6. If the other driver leaves the scene of the accident, be sure to write down as much information as possible i.e. driver description, license plate number, vehicle description.
7. If there is a witness present, ask them to wait for the police, whether this is in your favor or not.

Physical Injuries

1. Call 911 when circumstances necessitate. Give location and any information regarding injuries. **DO NOT TRANSPORT** any person with life threatening injuries to receive medical attention. Be aware, what may seem like a small injury could be much more serious than you realize.
2. Render first aid, if necessary, - at your own discretion.
3. Notify your immediate supervisor **within 24 hours** with all pertinent information.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

below is a list of basic safety equipment which you may be required to use depending on your job description/classification and department requirements:

Hard Hat	Leather Apron	Welding Helmet w/ face guard
Safety Glasses	Leather Gloves	Hearing Protection
Dark Glasses	Specialized Shirts	
Safety Vest	Sunscreen	
Steel Toe Boots	Respiratory Device	

**YOUR PERSONAL PROTECTIVE
EQUIPMENT MUST:
Proper fit
Be right for the job
Be properly maintained
Be worn when required**

HEAD PROTECTION

Safety hard hats will be purchased by the city and must meet the latest version of ANSI Standards Z89.1 and Z89.2

Some job duties require employees to wear safety hard hats. Head protection is important because it affords protection for one of the most vital parts of your body – YOUR BRAIN. Not only does the brain allow you to think and make decisions, it also controls your speech, your abilities to move, smell, taste, see, and much more through a delicate nerve system. An unprotected head increases the chance of injury that may result in brain damage that could handicap you for life or end your life.

A hard hat will prevent or minimize head injury caused by:

- Being hit by falling or flying objects
- Cuts, fractures, or penetration
- Contact with electricity
- Burns from heat, chemicals, etc.

It is important to use and maintain your hard hat/bump cap correctly by:

- Adjust it properly to get a good fit.
- Never carry anything in the clearance space.
- Inspect for cracks, dents, or wear before use; don't forget the suspension system.
- Have damaged hat or suspension system replaced.
- Minimize exposure to extreme heat, cold, or chemicals.
- Keep it clean and storing it properly.

Safety hard hats shall be adjusted in accordance with the manufacturer's instructions to provide maximum protection. Only approved attachments may be worn with hard hats. Baseball type caps shall not be worn with hard hats. No holes, metal attachments or alterations of any kind (including painting) shall be made on safety hard hats. The wearing of an approved type of protective headgear shall be mandatory while doing any of the following:

- at all times while working in any type of excavation, trench, manhole, tunnel, or where head clearance is limited;
- working where there is danger of falling objects;
- working where there is overhead movement of material or equipment;
- working where there is earth moving or other equipment such as trenchers, backhoe, scoops, dump trucks, tampers, motor graders and winch trucks;
- and working on foot in any construction work zone where there is or may be danger from vehicular traffic; e.g. streets, thoroughfares, alleys.
- When working in the field in conjunction with other companies whose employees are wearing protective headgear.
- At such other times as required by the person in command.

EYE AND FACE PROTECTION

Safety eye protection will be provided by the City and shall meet the latest version of ANSI Standard Z87.

Without the miracle of eyes, you would most likely not be able to do your present job, as well as many other activities. Eyes are easily injured and just as easily protected through the use of adequate and proper protection. Suitable eye and face protection means: adequate to provide complete protection against the condition or hazard present. In considering the need for protection, both the employee and the person in charge must remember that any injury to the eye, however slight, can be serious. Remember to provide eye protection for helpers and wear eye protection on windy days.

All city employees doing the following jobs, or any other task that may expose their eyes to injury from flying particles, dust, sparks, or other foreign objects, must wear correct and adequate eye protection.

- Machine grinding (front and side protection)
- Welding (or cutting) with oxy/acetylene: (goggles with tinted/plate lens)
- Arc welding (helmet with goggles and filter lens-safety glasses under)
- Power saws/sanders (face shields with goggles)
- Using a chainsaw
- Chipping
- Handling/spraying paint, chemicals
- Pressurized hoses
- Line trimmers

If you have any questions concerning the proper type of eye protection to wear for a particular job, contact your supervisor.

- a. Proper fit
- b. Be right for the job
- c. Be properly maintained
- d. Be worn when required

SAFETY VESTS

Safety vests are made out of reflective material and are manufactured in a variety of bright colors in order to make workers more visible. Worn by road workers, road flaggers and emergency personnel, safety vests help alert citizens of City employees working in dangerous work zones or cautionary areas. The Occupational Safety and Health Administration (OSHA) reports that safety vests should encompass reflective materials that are sown into all areas of the vest that include horizontal, vertical and angular stripes. This allows them to be used for both day and night work.

Safety vests will be provided by the City and consist of a retro reflective materials meeting MUTCD and ANSI standards.

- Safety vests are to be worn *at all times outside of vehicle* and

- Safety vests will be kept in good condition/repair.

Safety vests are designed for high visibility, and provide the public with a visual cue of a potential work zone.

HEARING PROTECTION

Ear protection must be worn when there is a possibility of hearing damage, which can occur during continuous exposure to noise or impulse exposure to loud impact noise. Specific areas where the noise level is greater than 90 dBA shall be identified, and time limits stated. Employees shall wear proper protective devices when exposed beyond posted limits. Proper ear protection must be worn when exposed to the following:

- noise of 90 dBA (decibels) for more than eight (8) hours,
- 95 dBA for more than four (4) hours,
- 100 dBa for more than two (2) hours, or
- 105 dBA for more than one (1) hour,
- impact noise more that 140 dBA, e.g., noise similar to rifle or shotgun.

PERMISSIBLE NOISE EXPOSURES

Proper ear protection **MUST BE WORN when these exposure are present.*

Duration per day in hours	Sound level dBA
8	90
6	92
4	95
3	97
2	100
1 ½	102
1	105
½	110

If normal conversations can be understood about two feet (2) away, the noise level is probably less than 90 dBA. (See Permissible Noise Exposures above)

Proper ear protection devices shall be worn properly to provide the required protection and kept clean to reduce the possibility of ear infection. Proper ear protection may consist of any or any combination of the following:

- Ear muffs,
- Ear plugs,
- Molded ear protectors, and

- Wax-type ear plugs

CLOTHING

If employee has a City issued shirt or uniform, this shall be worn, unless otherwise necessitated by the work conditions. Proper work clothing, gloves and shoes provide primary protection from many injuries and will reduce the seriousness of an accident. Loose or flapping clothing, dangling sleeves, neck ties, or scarves shall not be worn around machinery and equipment.

Suitable clothing must be worn at all times for the personal protection of all employees. Some garments or situations which are **not permissible** include:

- Tank tops or “muscle” type shirts, the net type or otherwise.
- Sleeveless shirts.
- Shirts must be worn at all times.

Caution should be extended to some clothing and personal items. Please consider the following:

- Dress appropriately for the job and weather conditions, i.e., dry gloves, adequate shoes/boots, safety glasses and/or goggles, fluorescent vests, etc.
 - Be alert to warning signs resulting in frostbite or heat exhaustion before it happens.
- Polyester clothing is not recommended if working in areas where electric flash/excessive heat is possible.
- Gloves and clothing saturated with gasoline, oil or other matter shall be promptly removed and not worn until cleaned.
- Finger rings or unnecessary jewelry shall not be worn while climbing on or off structures or vehicles or while performing any task where the ring might be caught under or snagged by a projection item. Rings and wrist watches with metal case and watch bands shall not be worn while working on or near energized equipment or lines.



FOOT PROTECTION

Foot protection shall consist of steel-toe boots, toe protectors or hard sole working boots as specified by the work conditions or department requirements. **Tennis or open toe shoes are not permissible.** Foot protection shall be worn while operating pavement breakers, tampers, or similar pneumatic-impact type tools and by those employees working in or around the area where such equipment is being used and could constitute a potential accident.

Injuries to the feet (including toes, ankles, etc.) are generally caused by:

- Materials falling on them or by flying objects propelled from equipment such as lawnmowers and weed trimmers.
- Trash containers, vehicle and equipment tires, barrels, or other objects rolling over your foot.
- Stepping on something that punctures or by not being careful when using a power tool that cuts.
- Putting your foot between or under objects that crush.

Possible precautions include:

- Watch where you're walking.
- Wear proper footwear when required, such as:
 - Steel toe safety shoes
 - High top boots
 - Shin guards
 - Metal foot guards
- Puncture proof/non-slip soles
- Don't try to stop or move a heavy object with your foot.
- Use caution and keep feet clear of power tools.
 - If you drop it or it falls, get out of the way.
- Clear your work area of obstructions.

ACCIDENT TYPES AND PRECAUTIONS

TRIPPING, SLIPPING OR FALLING

This category of accidents seriously injures or fatally harms a large number of people each year and is among the most costly in terms of medical expenses, lost work time, and loss of valuable services to the community.

Employees should follow these safety guidelines:

1. Always look down for steps when rounding a corner, exiting, or entering a doorway.
2. Always use handrails.
3. On a smooth surface be alert for rugs, floor mats, or area carpets that could slip out from under you if not taped down or rubber backed.
4. Use caution on freshly washed or waxed floors.
5. Watch for uneven surfaces, loose tiles, and door jambs.
6. Slow down and ensure footing and balance on ice – use sand or salt where needed.
7. On smooth surfaces, wet areas from spills, oil, or grease must be avoided. Make sure the areas are cleaned up or absorbed immediately.

Prevention tips:

1. Ensure adequate lighting, don't stumble around in the dark. You must be able to see it to do it.
2. Don't use a stack of boxes, chair, or other articles as a ladder substitute.
3. Keep all four legs/wheels of a chair on the floor; keep your office chair in good condition.
4. Pick up, clean up, repair, or replace where necessary – make the effort.
5. Don't block your vision when carrying something.
6. When you get down from ladders, scaffolds, ledges, or the like, lower yourself carefully – **DON'T JUMP, WATCH YOUR STEP AND ALWAYS USE 3 POINTS OF CONTACT.**
7. Shoes with non-skid flat soles are preferred (especially when working above the floor or ground).
8. Ensure shoe bottoms are free from ice, snow or other debris.

DECREASE YOUR CHANCES OF INJURY

- ❖ Use proper and adequate safety equipment.
- ❖ Be alert to what you and others are doing and where you are going.
- ❖ Slow down. Avoid running. It's better to be late than have an accident.
- ❖ Learn and use the safety procedures in this manual, your department manual.
- ❖ Participate in all required CIRSA safety training.

Your back is a miracle and deserves to be cared for because without it you cannot walk, run, lift, stand, work, stoop or bend. It is also one of the most injury-prone parts of your body that is not as strong, by itself, as some people think it is. It is much easier to prevent a back injury through proper lifting and material handling procedures than it is to medically correct a back injury.

BACK INJURIES ARE ALMOST ALWAYS LIFELONG PROBLEMS!

To prevent back pain, strain, or fatigue:

- If you stand for a prolonged period of time, frequently shift your weight or change positions.
- If you stand for a prolonged period of time in the same place on a regular basis, consider acquiring a cushioned mat for the area.
- When sitting, try to keep the back straight and periodically stand up and walk around.
- Relax and gently stretch your arms, shoulders, and neck.
- When sleeping, it is best to be on your side with hips/knees bent .

Apply these basic principles when lifting objects.

- Before you lift anything ask yourself:
 - ✓ How large or heavy is the object? Where and how will I place my hands on it?
 - ✓ Are there things on it that can cut, pinch, or cause it to slip out of my grip? Do I need gloves?
- Before it's lifted – think about the following:
 - ✓ Where am I taking it?
 - ✓ Are there obstacles or conditions along the way that may cause a fall?
 - ✓ Where and how will I put it down?
 - ✓ Will my vision be blocked?
 - ✓ Will it stay together when lifted?
 - ✓ **Do I need help?** (too heavy or too large)

How to lift properly in order to save your back.

1. Stand close to it, feet level with one foot slightly in front of the other, and far enough apart (usually shoulder width) to maintain balance.
2. Lower yourself from your knees (like a baseball catcher's position), slightly straddle the object, back straight, knees bent.
3. Get a good firm grip – bottom or bottom and top.
4. Take a deep breath just prior to lifting to support the spine with inflated lungs.
5. Slowly and smoothly lift with your legs by straightening them, keeping the back straight.
6. Once your legs are straight, return your back to a vertical position – **AVOID JERKY MOTIONS.**
7. Maintain your grip and keep the object held closely to your body (don't change your grip).

8. If changing direction, do so by changing the position of your feet rather than twisting your back.

If you must lift something over your head, use the following technique:

1. Use extreme caution and spread feet for balance.
2. Raise it slowly – don't twist or use shoulders.
3. Protect your hands.
4. **ASK FOR HELP IF THERE IS ANY DOUBT.**

If you must lift something large or very heavy, use the following technique:

1. **Get help (team lift), don't try it alone.**
2. Use a mechanical aid when required (dolly or hand truck).
3. Lift it a piece at a time, making more trips.
4. If you can't see where you are going, **ask a co-worker to act as a guide.**

When putting an object you have lifted down, use the following technique:

1. Do it the same way you lifted it, with your legs.
2. Keep back straight, set it down gently, slide it into place.
3. Ensure its secure after you put it down so it won't fall over.

DOLLIES AND HAND TRUCKS

When using a dolly to move material:

1. **Team up for the job,** if possible – two minds – four hands.
2. Do not overload, and ensure load is secure.
3. Work slowly.

When using a hand truck to move material:

1. Do not overload, and ensure it is loaded evenly.
2. Do not obscure visibility with a load.
3. Push it rather than pull it, if possible, be positioned so that it cannot pin you or run over you.
4. Give pedestrians the right-of-way. Stop at corners and doorways and stay to the right in aisles.
5. **Don't ride on truck or take on riders.**

REMEMBER!!!

Don't try to be the Incredible Hulk.

Asking for help may be the best solution.

Your legs are about 10 times stronger than your back. USE THEM!

ELECTRICAL SAFETY

Electricity can seriously injure or kill faster than most job-related hazards and can do so without warning. It is vital that electricity be treated with respect and extreme caution!

Do not attempt to install or repair electrical components, fixtures, equipment, etc. yourself. If you have any questions about electricity, ask before you act.

Follow these general guidelines.

- Keep electrical connections, cords, equipment, cables, plugs, etc., in good repair (including conduit or insulation)
- Keep electrical connections, cords, equipment, cables, plugs, etc. away from water, oil, grease, or solvents.
- Keep electrical cords and cables out of areas where they may be damaged by traffic or cause a tripping hazard.
- Grounds provided on electrical apparatus must not be disconnected, broken, or cut off.
- Ensure any faulty electrical equipment is disconnected and repaired using a tag or lock out procedure. ***Ensure current is off before repairing.***
- When working on or around electrical circuits, be aware that wearing watches, rings, or other metallic objects may result in receiving a shock or burn.
- As a general rule, ***maintain a 10 foot minimum distance*** when operating equipment around high voltage power lines.
- Ensure proper protective clothing is worn when working with electricity.
- Report any faulty electrical equipment immediately to your supervisor and remove questionable equipment from service.
- Do not overload outlets with multiple outlet assemblies.
- Never use Flat-2 wire (zip) extension cords. Extension cords are only for temporary use.
- ONLY three prong extension cords are acceptable for use and should be plugged into a three pronged outlet.
- Do not plug one surge strip into another surge strip to power it up. This is then classified as an extension cord.

REMEMBER !!!

**110 – 120 Volts kill more people
than all other voltages combined.**

PUBLIC SAFETY

Work Zone Safety is the responsibility of every employee and shall encompass public safety as well as employee safety. Public safety shall be forefront in thought when performing all work, regardless of location. Work will be performed with maximum protection of life and property, and minimum interference with public activities. *To the extent possible, work shall be carried on in such a way as to prove least attractive to children. When necessary a person shall be assigned to keep children away from work areas. This task shall always be done as tactfully as possible.* Precautions must be taken to protect all workers and the public from potentially dangerous activities such as arc welding, flying chips and sparks, falling objects, or from tripping over or striking piled material or equipment.

WORK ZONE PRECAUTIONS

- Work areas accessible to the public must be barricaded, roped off, or otherwise safeguarded against entry by public.
- Where traffic is congested, flag-persons shall direct traffic to protect both the public and workers.
 - ✓ All flag-persons will be trained and certified.

Barricades and Barriers

Instruction on type of and materials for barricades, warning lights and signs to be displayed at or adjacent to work areas shall be the responsibility of the person in charge of the job site.

- All excavations, soft trench material and machinery shall be protected by adequate barricades, warning signs, and flashers at night.
- Open manholes shall be protected with barricades or approved equivalent, except on short inspection visits where a truck may be used as a barricade.
- Barricades shall be set to provide a work area of adequate size and also provide areas for storage of material and equipment.
- When possible, the truck or equipment shall be used as part of the barricade, especially in heavy or fast traffic. If the engine is left running, care must be taken so that the exhaust fumes do not endanger working employees, especially those in trenches or manholes.
- In buildings and other structures, temporary openings in floors or platforms must be guarded with ropes or barricades.

Flashers

- Flashers must be kept in good condition; checked daily , cleaned if necessary if necessary, and kept in operation from sunset to sunrise.
- All flashers will be of an approved type.
- All flashers in operation shall be checked for correct operation when they are set in place.
- In case flashers are to be operated over a weekend or during a holiday, all flashers will be checked for correct operation at least once every twenty-four (24) hours.
- Defective flashers shall be replaced or repaired immediately.

VEHICLE SAFETY/EQUIPMENT OPERATION SAFETY

Only properly trained, licensed and qualified personnel are authorized to operate vehicles and equipment. Operators must be constantly alert for people and other vehicles/equipment or property before putting any equipment or parts of equipment in motion.

General Guidelines

- Any employee driving a City vehicle must have a valid state operator's license
- City vehicles must be operated in strict accordance with state and local laws. No work or errand is of sufficient importance to warrant violation of state driving laws.
- Employees shall not drive or operate City vehicles while restricted by order of a medical doctor.
- Seat belts are to be used by both the driver and all passengers in all City equipment.
 - Seat belts installed in vehicles shall not be cut off or altered in any way to render them useless.
- Passengers in City vehicles must be seated in such a manner that:
 - no part of their person projects beyond the body lines of the vehicle,
 - the number of passengers carried in a passenger-type vehicle shall not exceed the number which can be carried safely seated (must have seat belt) and in no case more than three are to be carried in the front seat of any vehicle.
 - Employees shall not permit anyone to ride on the running boards, fenders or any other part of the equipment. Passengers shall not stand in moving vehicles.
 - In regards to ATV usage, this vehicle shall be operated in accordance with the operating manual for that vehicle specifically regarding passenger limits, seating and safety.
- An employee assigned to drive a City vehicle is responsible for safe operation of that vehicle, including the **non-use of cell phones while driving**. If supervisor has provided approval for emergency cell phone usage, pull vehicle to the side of the road and put gear into Park prior to using cell phone.
- All vehicle accidents, however slight, must be **immediately** reported to the appropriate agency and your supervisor.
 - Do not move the vehicle until the accident investigation has been completed.
- All City vehicles shall be equipped with a standard first-aid kit and fire extinguisher.
- If there are any defects, or repairs are needed on the vehicle, the driver must promptly report these conditions to the City Garage on the form provided for that purpose.
- All doors, end-gates, enclosures, and detachable equipment must be made secure before driving. **Before starting either forward or backward, the driver shall determine that no person or object is in the path of the vehicle.**
- When parking a vehicle on a slope or grade, wheels must be cramped to the curb, or heel chocked to prevent the vehicle from rolling.
- Always shut the engine off when refueling, and as soon as possible after entering a garage, loading dock or other enclosure.

- The driver shall make daily inspection checks to make sure that the brakes, lights, horn, mirrors, wipers, tires, and instrument controls are in safe operating condition before the vehicle is used. The driver shall keep the windshield clean and check the fuel, oil and coolant levels to keep vehicle in proper operating condition.

Vehicle Backing

If you must back when you cannot see behind you, follow these procedures:

1. Be sure that all mirrors are properly adjusted for the best visibility.
2. If you do not have a guide or spotter, exit the vehicle and check the top, sides, and rear for obstructions and proper clearance.
3. Back slowly, using the mirrors to watch your spotter, if available, and the area behind you.
4. If you have a rider with you, have them guide you whenever backing is necessary.
 - a. Ensure they know what you want them to do and keep them in view at all times.

**It is the driver's responsibility, not the guide or spotter, to back safely.
MOST BACKING ACCIDENTS CAN BE AVOIDED BY WITH DUE DILIGENCE.**

**AVOID BACKING
WHENEVER POSSIBLE!!!**

TRAILERED VEHICLES AND EQUIPMENT

A safety chain of sufficient strength is required when towing any trailer or equipment and must be fastened securely to the truck and the trailer.

2. Lights of trailers or other equipment must be connected to the truck system and operating properly.
3. When the trailer is equipped with brakes, they must be connected to the truck system, operating properly and have the break-away features properly fastened which will automatically set the trailer brakes in the event of a break-away.
4. The driver shall observe laws and regulations regarding legal width, height, length, and axle loads of the vehicle he/she is operating, and shall properly mark with warning flags or lights any projections of loads over the body line. Such projections shall be avoided whenever possible.
5. Loads must be properly distributed and not piled too high. When necessary they shall be blocked, tied or padded to prevent shifting or damage. The load shall be such that the driver has clear vision to front, both sides and with sufficient mirrors to properly see to the rear.

Heavy Equipment

When operating or moving heavy equipment with booms and/or overhead cables in the immediate area of electric lines, a signalman shall be provided. Booms, cables, etc., shall be kept a safe distance from overhead electric lines. If any equipment is or can come within ten feet of electric lines, electric department personnel shall be onsite to oversee and direct operations that may breach the ten foot clear zone.

General Guidelines

1. Only persons trained in the proper operation of any equipment will be allowed operate said equipment.
2. Operators shall make sure personnel, material and equipment are in the clear before moving a machine.
3. Only the operator shall be on the equipment when it is in operation, unless the supervisor has instructed otherwise. The operator shall be seated when the equipment is in motion.
4. Operators shall take hand signals from only one person. Only approved hoisting hand signals shall be used. If an operator does not understand a signal, he/she shall wait until it is made clear.
5. Employees shall not mount or dismount moving equipment and shall not jump from the equipment to the ground.
6. Employees shall not ride in any working attachment of any machine at anytime.
7. Hand or tag lines shall be used to guide long material.
8. When handling pipe, the helper shall stand clear after the slack is taken out of the cable.
 - a. A helper shall never stand between the pipe and the equipment.

Types of equipment you may be required to operate.

- | | |
|---------------------------|---------------------------------------|
| ▶ Front End Loader | ▶ Street Sweeper |
| ▶ Skid Loader | ▶ Dump Truck – Single Axle and Tandem |
| ▶ Bull Dozer | ▶ Snow Plow |
| ▶ Fork Lift | ▶ Vac Truck |
| ▶ Motor Grader/Maintainer | ▶ Boom Truck |
| ▶ Back Hoe | ▶ Brush Hog |
| ▶ Trencher | ▶ Riding Lawn Mower |
| ▶ Air Compressor | |

FIRE PROTECTION AND PREVENTION

Fire creates the possibilities of death, injury, or property damage from fire and/or smoke. Prevention and protection against the hazards of fire, therefore, become a crucial part of the City's safety program. **In the case of any fire, call 911** and secure the area until the proper authorities arrive. You should not try to put it out on your own. Offer assistance to any citizens or bystanders but remember. . .

YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY FIRST.

GENERAL GUIDELINES

- ❖ Ensure fire extinguishers are present in your work area and that they are **inspected and tagged yearly**. (They are no good if they are not there or do not work).
 - ✓ Know the location of fire extinguishers or fire equipment (such as hoses, pull boxes, alarms) and how they work.
- ❖ Ensure fire exits/routes are not blocked.
- ❖ Do not block fire extinguishers, fire hoses, fire alarm boxes, sprinkler valves/heads, or other similar devices.
- ❖ Do not hang clothing or place materials on fire extinguishers or other fire equipment.
- ❖ Always observe posted no smoking regulations.
- ❖ Dispose of all flammable waste as soon as possible.
- ❖ Know where fire exits/routes are located.
- ❖ Do not block the ventilation system on furnaces, boilers, electrical equipment, etc.
- ❖ Ensure containers of flammable materials are properly stored (away from sources of ignition) and properly marked.
- ❖ Repair or replace damaged electrical cords.
- ❖ Approved safety cans must be used for handling or transporting small quantities of flammable liquids. Replace any damaged or leaking container.

**FOR QUESTIONS REGARDING FIRE SAFETY
IN YOUR AREA CONTACT**

- **Your Supervisor**
- **City of Trinidad Fire Department**
- **City of Trinidad Police Department**
- **Any member of the Safety Committee**

EXCAVATION, TRENCHING, SHORING and CONFINED SPACE ENTRY

All excavation work must be planned and consideration must be given to traffic and other nearby activities, disposal of excavated material, and storage of equipment and material.

GENERAL PROTECTION REQUIREMENTS

- Walkways, runways, and sidewalks shall be kept clear of excavation matter or other obstructions and no sidewalk shall be undermined unless shored.
- If planks are to be used for raised walkways, runways, or sidewalks, they shall be laid parallel to the length of the walk and fastened together against displacement.
- All employees shall be protected with personal protective equipment for the protection of the head, eyes, respiratory organs, hands, feet, and other parts of the body.
- Employees exposed to vehicular traffic shall be provided with and shall be required to wear hard hats and safety vests marked with or made of retro reflective or high-visibility material.
- Employees subjected to hazardous dust, gases, fumes, mists, or atmospheres deficient in oxygen, shall be protected with approved respiratory protection.
- No person shall be permitted under loads handled by power shovels, derricks, or hoists. To avoid injury, employees shall be required to stand away from any vehicle being loaded.
- Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees.

SPECIFIC EXCAVATION REQUIREMENTS

Before any excavation can begin, other utility departments and companies shall notify the City of Trinidad as well as the Utility Notification Center of Colorado (UNCC) by dialing 811. Prior to opening an excavation, underground utilities and storm sewer lines shall be located and marked. When the excavation approaches the marked location of any utility line(s), the exact location shall be determined and when it is uncovered, proper supports shall be provided for all existing utility line(s).

Any City department that may be affected by excavation work shall be allowed to have a member from the department on site during any and all excavations. That person shall halt excavations that jeopardize the safety of people, equipment or utility structures.

1. Trees, boulders, and other surface encumbrances creating a hazard to employees involved in excavation work or in the vicinity shall be guarded by a shoring system, sloping of the ground, or some other equivalent means.

2. The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground, or some other means.
3. Excavation shall be inspected by a competent person after every rain storm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.
4. All slopes shall be excavated to at least the angle of repose except for areas where solid rocks allow for line drilling or pre-splitting.
5. The angle of repose shall be flattened when an excavation has water conditions, silt material, loose boulders, and areas where erosion, deep frost action, and slide planes appear.
6. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least two feet or more from the edge of excavation.
 - a. As an alternative to the clearance prescribed above, the employer may use effective barriers or other effective retaining devices in order to prevent excavated or other material from falling into the excavation.
7. Special precautions shall be taken in sloping or shoring the sides of excavations adjacent to previously back-filled excavation or fill, particularly when the separation is less than the depth of the excavation. Particular attention shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.
8. If the stability of adjoining building or walls is endangered by excavation, shoring, bracing, or under-pinning shall be provided as necessary to insure their safety. Such shoring, bracing, or under-pinning shall be inspected daily or as conditions warrant.
9. Diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation.
10. Adequate physical barrier protection shall be provided at all remotely located excavations.
11. If possible, dust conditions shall be kept to a minimum by the use of water.
12. In locations where oxygen deficiency or gaseous conditions are possible, air in the excavation shall be tested. Controls shall be established to assure acceptable atmospheric conditions.
13. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.
14. All ladders used on excavation operations shall be in accordance with the requirements of this manual.

SPECIFIC SHORING REQUIREMENTS

1. Any excavation with depths more than 20 feet shall have a professionally designed Shield Shore Plan.
2. Where employees may be exposed to moving ground or cave-ins, banks more than five feet high shall be shored, laid back to a stable slope, or some other equivalent means of protection. Trenches less than five feet in depth shall also be effectively protected when examination of the ground indicates hazardous ground movement may be expected.

3. Employees entering bell-bottom pier holes shall be protected by the installation of a removable type casing of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier hole which is above the bell. A lifeline, suitable for instant rescue and securely fastened to a shoulder harness, shall be worn by each employee entering a shaft.
4. When employees are required to be in trenches four feet deep or more, an adequate means of exit, such as a ladder or steps, shall be provided and located so as to require no more than twenty-five feet (25') of lateral travel.
5. Bracing and shoring of trenches shall be carried along with the excavation.
6. Cross braces or trench jacks shall be placed in true horizontal position, be spaced vertically, and be secured to prevent sliding, falling, or kick-outs.
7. Portable trench boxes or sliding trench shields may be used for the protection of personnel instead of a shoring system or sloping. Where such trench boxes or shields are used, they shall be designed, constructed, and maintained in a manner which will provide protection equal to or greater than the sheeting or shoring required for the trench.
8. Back-filling and removal of trench supports shall progress for the bottom of the trench. Jacks or braces shall be released slowly and, in unstable soil. Ropes shall be used to pull the jacks or braces from above after employees have cleared the trench.

TRENCHING EQUIPMENT

Only qualified personnel authorized to do so will operate trenching machines, backhoes, tampers, side-booms, and other mechanical equipment.

1. Before starting equipment, the operator must make sure that everyone is clear. During operation he/she must remain alert to all persons in the area.
2. If any obstruction is encountered, the operator must determine the nature of the obstruction and proceed with extreme caution.
3. No person shall board, alight from, lubricate, or adjust equipment while it is in motion or in operation.

CONFINED SPACE ENTRY

The following procedures shall apply to any City employee having authorization to enter and work in facilities or areas determined to be confined spaces. As specified in contract language, contractors shall perform operations including Permit-Required Confined Space entry in accordance with OSHA standards.

INITIAL WORK PLAN

The entry supervisor overseeing the work within the confined space shall develop an initial work plan consistent with the actual and potential hazards of the specific confined space. The work plan shall include:

1. Determining the type of work, time requirements for completion, classification of the confined space, and other conditions or hazards that may affect the safety of the personnel entering the confined space.
2. Completing the pre-entry requirements (upper portion) of the confined space entry permit found in Appendix A.
3. Arranging for adequate tools, personnel, equipment, materials, personal protective equipment, and appropriate confined space entry and rescue equipment.
4. Reviewing the confined space procedures with the work crew prior to entry. Arranging for follow-up with the crew after entry has been completed.

WORK SITE PROTECTION

Upon arrival at the site, the City employees shall determine the safeguards required to protect the work site area from vehicular and/or pedestrian traffic. These safeguards shall be in accordance with the CDOT Construction Zone Traffic Control Procedures and the Manual for Uniform Traffic Control Devices (MUTCD) and include:

1. Providing warning signs and other visible devices to alert any vehicular or pedestrian traffic,
2. Arranging for proper traffic flow and channeling through and around the work area,
3. Protecting openings from exhaust, flowing water, or other potential dangers or contaminants,
4. Clearing and maintaining a safe working area around the opening to prevent any debris, tools or objects from falling, accidentally being kicked, or blowing into the opening or creating a tripping hazard. Hard hats shall be worn when the potential for falling objects in the space or from the entry cannot be safeguarded.
5. Any energized or pressurized lines within the confined space, which may represent a potential danger to the entrant, shall be de-energized in accordance with proper lockout/tagout procedures prior to entering such spaces.

COMMUNICATIONS

1. Two-way communications shall be readily available between all confined space locations through the attendant and a monitored communication base station any time entrants are working within the confined space.
2. The Trinidad Fire Department shall be notified of the location and time duration of any entry into a permit required confined space. They will ensure that personnel and rescue equipment are available and in working order during a confined space entry.
3. All City base communication stations and mobile two-way radios shall keep an updated list of all appropriate Fire and Police Department numbers readily available.
4. When attendants do not have eye contact or two-way verbal communication with all entrants in the confined space, special communication equipment or procedures shall be established to assure the safe status and well-being of all persons in the confined space. The attendant shall keep an accurate count of all entrants in the confined space and revise the permit when the count changes.

POSTING

1. Confined space facilities on City of Trinidad owned properties shall have warning signs posted whenever the public or untrained personnel may potentially enter permit required spaces. Signs are not necessary for manholes unless a space is presently being entered. Records of manhole locations as designated shall be maintained on file.
2. A portable sign shall be placed at all remote confined spaces whenever they are being entered. Folding signs or attachments to traffic cones, portable rails, flags, etc. may be used to accomplish this warning.
3. All notification signs shall have wording or symbols indicating "DANGER – Permit-Required Confined Space – DO NOT ENTER", and shall be placed near the entry point. This is not intended to prohibit authorized entry, but to deter those that are unauthorized from entering the space.

MONITORING

1. A functional check of the oxygen sensor shall be performed each time the monitor is being used by blowing into the sensor. The flammability and hydrogen sulfide settings shall be zeroed in a known, clean environment. The oxygen level should be set at or around 20.8%. The adequacy of charge on the monitor shall be ensured and the last calibration date checked to see that it is current. Monitoring equipment shall be calibrated, handled and stored as outlined by the manufacturer with all users being trained in its proper use.

2. All permit-required confined spaces shall be tested prior to entry for atmospheric conditions including toxic gases, flammability and oxygen level. Results of these tests shall be entered on the entry permit. The air testing sequence shall be as follows:
 - a. Oxygen percentage,
 - b. Flammable and combustible gases,
 - c. Toxic gases and vapors.

Testing shall also be performed for specific contaminants that may be generated within the space or are brought into the space for necessary work. Any chemical products brought into the space shall be accompanied by a Material Safety Data Sheet (MSDS) readily available at the site of work.

3. Recalibration dates shall be readily visible on air monitoring equipment. Calibration procedures shall be strictly followed in accordance with manufacturer's specifications.
4. All confined space atmospheres shall be pre-tested at a minimum of three levels within the space (i.e., top, middle, and bottom) prior to entry. Additionally, pre-testing shall include, when possible, locations such as corners, duct entrances and pockets where gases might accumulate.
5. If a potentially hazardous atmosphere such as methane is suspected prior to opening a confined space cover, the atmosphere shall be pre-tested, where possible, through a small cover opening. When this is not possible, the cover can be "cracker" and a probe with a suction line and aspirator attachment shall be used to draw the air into the monitor.
6. When the hazardous atmosphere or other unsafe conditions cannot be corrected, the entry supervisor shall be contacted to determine if alternative procedures may be used. No entry will occur without approval from the entry supervisor.
7. Continuous air monitoring shall be performed whenever a space cannot be totally isolated and ventilated. Also, whenever ventilation is not able to stabilize oxygen percentages or concentrations of hazardous gases, continuous monitoring shall be used. Results of these tests shall be recorded on the entry permit.
8. At any time an alarm is activated while entrants are in a confined space, all entrants shall immediately evacuate the confined space and the entry supervisor shall be notified. A new permit must be issued prior to reentry after safe conditions are documented and stabilized, and the entry supervisor signs off on the new permit.
9. Whenever a hazardous atmosphere or other hazards are experienced while working in a confined space, such information shall be recorded on their permit and reviewed by the entry supervisor. This information may be used to reclassify the space or to prepare for

hazards previously unforeseen. The entry supervisor shall ensure that cancelled entry permits are kept in a central file for at least one year.

10. Use calibrated instruments for measuring hydrogen sulfide, carbon monoxide, oxygen, and flammability (% of LFL). Acceptable limits are:

Oxygen	No less than	19.5%
	No greater than	23.5%
Hydrogen Sulfide	No greater than	*10 ppm
Carbon Monoxide	No greater than	*50 ppm
All Combustible Gas or Vapors	No greater than	10% LFL

*ppm – parts per million contaminants versus air volume.

VENTILATION

1. Positive ventilation (air blown into the confined space (shall be supplied in any permit-required confined space unless repeated testing has shown that a hazardous atmosphere will not develop. The exemption from ventilation applies only to spaces that can be isolated such as meter pits or backflow prevention pits and have had no hazardous atmospheres.
2. All spaces that can be isolated shall be purged for at least seven air changes before entering. The alignment chart in Appendix B, or equivalent, shall be used to determine the time duration to achieve seven air changes. This purging shall be re-instituted if the space is re-entered after a break, or the space is closed for more than one hour after purging.
3. Air monitoring shall be performed prior to ventilation being supplied to purge the space. A repeat of air monitoring shall also be performed after purging just prior to entry. If there are fluctuations in gas concentrations or hazardous atmospheres during work activities, ventilation shall be used during the entire time of entry along with continuous air monitoring.
4. Positive ventilation shall be provided for at least ten minutes prior to entry into permit spaces that cannot be isolated, such as storm and sanitary sewer lines. Ventilation shall continue in these spaces for the entire duration of the entry.
5. Blowers and generators used to operate electrical equipment shall be located downwind of confined space openings so that exhaust does not enter the space. Ducting shall be placed far enough into the space so that the entire space where employees are working is adequately ventilated, and the same supply air is not just re-circulated.

6. If limited space prohibits the use of continuous positive ventilation, atmospheric testing shall be performed continuously and alarms heeded. These limitations shall be noted on the permit form.
7. If activities within the space generate toxic gases or vapors, local exhaust ventilation should be used along with the positive ventilation. The ducting for the exhaust ventilation must be within two feet of the localized source of contamination.

LOCKOUT/TAGOUT

Controls shall be in place to prevent start-up of machinery and/or electrical current prior to beginning any maintenance operations.

1. Identify all parts of the system that need to be shut down to prevent accidental start up or release of energy.
2. Communicate the specific lockout/tagout procedure to all pertinent personnel.
3. Identify all possible power sources, including electrical, hydraulic, and pneumatic systems. Shut valves off if there is a potential for a leak into the confined space.
4. Neutralize all power at the source. Lock the source in the off position and tag the equipment and machine so it cannot be accidentally started. If lockout is not possible, a minimum acceptable action is to tag the source and notify all personnel involved in the entry.
5. Test the system to assure it is off prior to starting any work. If the system can be started with the currently level of lockout, other energy sources need to be isolated to ensure this does not happen.

SAFEGUARDING AGAINST OTHER HAZARDS

1. Upon completion of all pre-entry procedure requirements, entrants shall also survey for other potential hazards such as loose or deteriorated ladder rungs, snakes, insects, rodents, broken glass, sharp metal objects, structural defects in walls, ceilings, sump openings, electrical wiring, piping, ducts, unsound or slippery flooring, etc. these hazards shall be noted in the comments section on the permit form.
2. Smoking shall not be permitted in or near any confined space.
3. Accumulated water shall be pumped out prior to entering in order to accomplish work safely. All other debris, foreign material and decaying animals/vegetation etc., shall be removed after monitoring and positive ventilation procedures have been completed. As always, as much work as possible should be performed without entry into the confined space. If the entire operation may be performed safely outside the space, such as the use of a long meter wrench, this is preferred over entry.

4. Persons entering confined spaces shall not carry tools or equipment in their hands when descending or climbing ladders or rungs. Such items shall be raised or lowered utilizing other means such as a rope and bucket, etc. Hard hats shall be worn when there is a potential for falling tools or debris from above.
5. All covers, hatches and access opening shall be properly secured upon completion of duties within the confined space.
6. If a sanitary sewer or storm sewer is entered when flash flooding may occur, the weather bureau should be contacted and necessary provisions made. This may include the use of waterproof flashlights, SCBA, boats, etc. Also, fire suppression activities in the area may flood the storm sewers and any entry should be halted during this activity.

DUTIES OF ATTENDANTS

1. Receive appropriate training and have knowledge of the City of Trinidad confined space procedures.
2. Remain at the opening of a permit-required confined space at all times when entrants are in the space. The attendant shall continuously observe and communicate with all the entrants to ensure their status and well-being. At least one attendant shall be outside each permit-required confined space being entered.
3. Provide two-way communication equipment to summon help through one of the City base stations. If visual contact cannot be maintained between entrants and attendant, a means shall be established to communicate critical information back and forth.
4. Notify emergency and rescue personnel should a rescue be necessary and/or provide rescue equipment at the site. The attendant shall also summon rescue services when needed and perform non-entry rescue.
5. Be knowledgeable of and alert to any potential hazards associated with working in confined spaces, and be able to recognize the signs, symptoms and consequences of exposure to atmospheric hazards which may be encountered.
6. Be aware of conditions within the specific spaces that merit the use of personal protective equipment and be trained in its proper use.
7. Order immediate evacuation of a confined space at any time conditions, such as an alarm sounding, warrant such action.
8. Attendants may rotate functions with other crew employees only when the replacement is trained and fully aware of all required attendant duties and responsibilities. Notations shall be made of such changes of personnel and duties on the entry permit. Attendants must order an evacuation when they or the entry supervisor determine they cannot

effectively and safely perform all their required tasks without a suitable, trained replacement.

9. Verify that all the measures necessary to ensure safe entry are conducted, documented, and given to the entry supervisor for signature before entry. The attendant shall place the completed entry form at the entry site for the duration of the permit. The attendant may also act as the entry supervisor.
10. Assure that the confined space is properly secured at the time of the completion of operation.
11. Keep unauthorized persons from the site of operation and removes them as needed.

DUTES OF ENTRANTS

1. Receive appropriate training and have knowledge of the confined space procedures and the hazards of entry.
2. Use personal protective equipment properly and understand its limitations and when its use is merited.
3. Recognize the mode, signs and symptoms of overexposure to atmospheric hazards.
4. Alert the attendant of problems and evacuates the space as necessary, knowing how to perform a self-rescue.
5. Exits the space whenever ordered by the attendant or entry supervisor, or when an evacuation alarm is activated.

DUTIES OF ENTRY SUPERVISORS

1. Receive appropriate training and have knowledge of the confined space procedures and the hazards of entry.
2. Verify that the entry permit tests and procedures have been conducted, that necessary equipment is available, and sign the permit before allowing entry to begin.
3. Verify rescue services are available and prepared to respond.
4. Remove unauthorized people from the site.
5. Terminate entry when operations are completed.

PERSONAL PROTECTIVE AND RESCUE/SAFETY EQUIPMENT

1. Proper foot wear, hard hats, work gloves, eye protection, or other personal protective equipment shall be utilized as needed.

2. Electrical sources used for lighting, powered tools and equipment within the confined space shall have Ground Fault Circuit Interrupter (GFCI) protection. Power tools and powered equipment taken into confined spaces with flammable gases such as methane must be intrinsically safe.
3. Safety belts, full body harness and retrieval lines shall be inspected and worn during all permit-required confined space entries. Retrieval devices shall be stationed over the entry portal if there is a potential for a fall, entrapment, or a hazardous atmosphere. Entrants shall be attached to the harness and retrieval line during entry in these cases.
4. Appropriate tripods, hoists or other approved lifting and fall arrest devices shall be available to accommodate emergency or rescue requirements.
5. If there is a high potential for hazardous gases or vapors to develop from operations conducted inside the space, ten-minute escape respirators or SCBA shall be readily available and worn as needed.
6. Traffic vests shall be worn by attendants and other workers when confined space openings are located within any traveled roadways.

RESCUE OPERATIONS

The City of Trinidad Police and Fire Departments shall assist city employees rescue services and specialized training. During an emergency situation in a confined space, rescue operations must start immediately. All attendants shall be trained in rescue operations. All entrants will also be trained on self-rescue procedures and equipment to make a quick exit, being able to recognize hazardous situations and symptoms of overexposure. All departments performing confined space entry shall be required to have an approved two-man rescue team meeting the requirements outlined below.

1. Rescue teams shall be composed of two or more employees trained in the appropriate rescue procedures and the dangers of working in confined spaces.
2. Rescue teams shall be provided with and trained in the use of all appropriate personal protect equipment, including specialized confined space rescue equipment.
3. Rescue team members shall maintain certification in basic first aid and CPR.
4. Rescue team members shall practice making confined space rescues. These practices shall simulate operations at which they remove dummies, mannequins or personnel through representative openings whose size, configuration and accessibility closely approximates the confined spaces which employees must enter.

IN THE EVENT OF A RESCUE

5. At the first sign of trouble, symptoms of exposure, or other hazard, the attendant shall order the entrant(s) out of the confined space. The entrant may initiate self-rescue if there is an upset condition, symptom or obvious hazard without consulting the attendant. Once out of the space, the condition causing the hazard shall be evaluated and mitigated. No effort to minimize the hazard potential shall be made while being exposed inside the space unless it can be done safely.
6. If the entrant is unable to exit the confined space on their own, the attendant shall start a non-entry rescue procedure immediately. The attendant shall immediately summon the Trinidad Police and Fire Departments through any means such as the City dispatch system or a cellular phone. The appropriate rescue team shall also be summoned. Those people responding to a rescue emergency shall be instructed of any unique hazards that may confront them in the rescue.
7. The attendant shall start retrieving the entrant using the attached lifeline which is connected to the confined space retrieval equipment. Caution should be used when retrieving an entrant to make sure that parts of their body do not become entangled or caught on any object, which could cause further injury.
8. Under no circumstances is the attendant to enter the confined space for a rescue until another trained attendant is present at the site. If entry into the confined space is necessary for the rescue, the attendant performing the rescue shall wear all necessary personal protective equipment, including an SCBA.

TRAINING

1. Any employee required to work as an attendant, entrant, or entry supervisor involving a confined space shall be trained in the potential hazards and safety/rescue procedures involving confined space.
2. City employees who are members of a rescue team and emergency personnel shall practice in representative spaces.
3. Initial training for this program shall include classroom instruction and a field exercise. This training shall be expanded or repeated as deemed necessary by the City's Safety Coordinator and/or person performing the confined space training.
4. Training shall be provided as a part of orientation for a new employee who is required to participate in confined space entries.
5. Additional training shall be required relative to utilization of any new personal protective equipment, monitoring devices, new hazards or procedural changes.

THE PERMIT SYSTEM

The permit form found in Appendix A shall be used to ensure that all foreseeable safety measures have been taken to provide safe entry conditions and continued safety during the entire confined space entry.

1. The attendant(s) or their designees shall conduct the necessary tests and verifications noted on the permit form. If questions arise as to whether items such as PPE, ventilation, or continuous monitoring are needed, these shall be discussed with the entry supervisor and the determination documented on the permit form. If variations from accepted procedures are made for a valid reason, these rationales should be placed in the comments section or the line to note problems.
2. In evaluation of the work to be done, consideration should be given to performing as much work as possible outside the confined space if this is indeed safer and feasible. The purpose of the entry should be noted which is descriptive of all operations to be performed.
3. A new permit must be issued when conditions specified in the original permit are no longer accurate, the entry has exceeded the specified time duration and/or conditions have become unsafe for entry. Cancellation of the original permit shall occur per the above conditions or when the work has been completed. This cancellation shall be made by the entry supervisor and anew permit issued if necessary.
4. If hot work is to be performed such as riveting, welding, cutting, burning or heating, a separate hot work permit will be generated and approved with pertinent safety measures.
5. Entry permits shall be kept in a central file for at least one year after cancellation and periodically reviewed to determine if unforeseen hazards merit a change in the classification of spaces or the revision of the Confined Space Entry Program.
6. The permits shall be issued by the department head involved in the entry or the entry supervisor. The entry supervisor shall verify that all activities on the form have been performed and/or verified and sign-off on the entry form when safe conditions have been assured. A listing of the sequential procedures involved in safe entry into permit-required confined spaces is found in Appendix C. The permits shall be placed at the job site for the duration of entry, ideally at the entry portal.

TOOLS OF THE TRADE

As an employee of the City of Trinidad you will be required to use a variety of tools to complete necessary work. You will be expected to be knowledgeable in the proper and safe use of these tools, in order to keep you and your fellow workers safe.

Some of the types of hand tools you will be required to use include:

Shovels	Hammers
Pickaxe	Digging Barricaded
Wrenches	Saws

HAND TOOL SAFETY

- Hammers with metal handles, screwdrivers or knives with the metal continuing through to end or slides of handles shall not be used on or near energized electrical equipment.
- Metal measuring tapes, tapes having metal strands woven into the fabric, brass-bound rules, metal scales and gauges, wire or metal-bound hose, or rope with wire core, shall not be used when working on or near energized electrical circuits or equipment.
- Chisels, drills, punches, ground rods and pipes shall be held with suitable holders or tongs (not with the hands) while being struck with a sledge by another employee.
- Pipe shall not be used to extend a wrench handle for added leverage unless the wrench was designed for such use. Tools shall be used only for the purpose for which they were designed.
- When using a screwdriver or other tool, an employee shall place himself/herself in such a position that injury will be avoided if the tool should slip.
- When shock tools such as chisels, punches or drills become mushroomed or cracked, they shall be dressed, repaired or replace.
- When faces of hammers, sledges or similar tools become chipped or rounded, they shall be repaired or replaced.

PNEUMATIC TOOLS

A pneumatic tool or air tool is a tool driven by a gas, usually compressed air, supplied by a gas compressor. Pneumatic tools can also be driven by compressed carbon dioxide (CO₂) stored in small cylinders allowing for portability. Pneumatic tools are commonly cheaper and safer to run and maintain than their electric power tool counterparts, as well as having a higher power-to-weight ratio, allowing a smaller, lighter tool to accomplish the same task.

Some of the types of pneumatic tools you may be required to use include:

Air impact wrench	Air ratchet
Airbrush	Blow Gun
Jackhammer	Pneumatic angle grinder

Pneumatic Drill	Pneumatic jack (device)
Pneumatic nail gun	Sandblaster
Paint sprayer	Tire chuck or inflator

Below is a list of safety guidelines that should be followed when operating a pneumatic tool.

- Properly maintain and lubricate tools.
- **At NO TIME will any tool be pointed in the direction of any person.**
- Wear hearing protection.
- Take frequent breaks.
- Wear proper clothing.
- Wear eye protection.
- Ensure that tool is property oiled.
- Ensure a dead man switch is there and working.
- Ensure thick rubber hand grips are in place.
- Ensure no pressure in air hose before uncoupling.
- Ensure hammer retainer clips are in place and used.
- Ensure cutting tool head not mushroomed.
- Check bolts for tightness; check bushing for wear.
- Be sure that tool i.e. paint sprayer, sand blaster, etc. is never pointed at yourself or others

HYDRAULIC TOOLS

Hydraulic tools operate quietly and are dependable in service. Their chief advantage over pneumatic and electrical tools is the possibility of obtaining considerably greater force or torque with tools of the same size. This stems from the fact that the hydraulic drive can operate at pressures ten times higher than the pneumatic drive. However, it is necessary to provide a pump for supplying the working fluid to the hydraulic drive and to use high pressure fittings.

Guidelines include:

- Manufacturers' safe operating pressures for hydraulic tools, hoses, valves, pipes, filters, and fitting shall not be exceeded.
- Pressure shall be released before connections are broken unless quick-acting, self-closing connectors are used.
- Employees shall wear appropriate personal protective equipment and shall not use any part of their bodies to locate and attempt to stop a hydraulic leak.
- The fluid used in hydraulic powered tools shall be fire resistant and shall retain its operating characteristics at the most extreme temperatures to which it will be exposed.
- All hydraulic lines longer than 35 feet should have check valves or provide for loss of insulating value due to partial vacuum, when used where they may come into contact with exposed live parts.

OFFICE SAFETY

Office work is generally considered to be one of the safest of all city activities. Often overlooked, however, are hazards present in most offices that may cause accidents resulting in serious injury and lost time. Exposure to slips, trips, and falls, collisions with desks, chairs, open drawers, or injury from improper lifting are common in an office environment.

GENERAL GUIDELINES

- ❖ Employees shall report all injuries, regardless of severity, to their immediate supervisor.
- ❖ Use proper office ergonomics.
- ❖ Don't sit for extended periods of time without standing or stretching.
- ❖ Before you lift anything, ask yourself – Can I lift it alone? Do I need help? Is the load too big or awkward?
 - Use proper lifting/material handling techniques.
 - If it's too heavy to lift yourself, **ASK FOR HELP, team lift or don't attempt it.**
 - Never twist while lifting, move one foot at a time in the direction you want to go.
- ❖ Do not use chairs, boxes or other objects as a substitute for a ladder.
- ❖ When filling file cabinets, start with the bottom drawer first.
 - Overloading the top file drawer in file cabinets may overbalance the cabinet and cause it to fall forward when the drawer is pulled out..
- ❖ Always try to store heavy objects on lower shelves and not on top of filing cabinets.
- ❖ Always close desk/file cabinet drawers after use.
 - Only one drawer of a file cabinet shall be pulled out at a time in order to avoid overbalancing, unless the cabinet is securely fastened to the wall or to other cabinets.
- ❖ Be extremely cautious when using paper cutters, automatic staplers, or similar office equipment. Don't be in a hurry and ensure any safety guards are in place and used.
- ❖ Repair or replace damaged electrical cords on office machines, coffee pots, and any approved extension cords. Inspect all the cords periodically and make sure they are grounded.
- ❖ Unsafe electrical cords, faulty electrical or other equipment, or any other hazardous conditions shall be reported and removed from service until repaired or replaced and removed from service until repaired or replaced.
- ❖ Eliminate tripping hazards caused by telephone cords, extension cords, or other similar objects by covering them with rubber mats or rearranging them out of the way.
- ❖ Unsafe electrical cords, faulty electrical or other equipment, or any other hazardous condition shall be reported.
- ❖ Safety shall be considered in what employees wear on the job. Loose-fitting clothing, dangling bracelets, rings, and ties may cause serious injury to employees operating or working around power-driven machines and shall not be worn.
- ❖ Employees shall walk cautiously up and down stairs; the handrail shall be used whenever possible.
- ❖ Hallways and aisles shall be kept clear of all obstructions.
- ❖ Make sure walkways are well-lighted.

- ❖ Burned out light bulbs should be replaced to ensure proper lighting of work areas.
- ❖ All emergency exits and emergency equipment such as fire extinguishers and fire hose racks shall be kept clear of all obstructions.
- ❖ Employees mopping or waxing floors shall place warning signs to alert co-workers of the potential for slippery floors. All liquid spills shall be immediately cleaned up.

**ALWAYS USE
GOOD HOUSEKEEPING PRACTICES.**

EMPLOYEE EVIDENCE OF REVIEW

As an employee of the City of Trinidad, I realize it is my responsibility to ensure my safety and help secure the safety of my environment. I have read and understand the safety requirements as set forth in this manual and any requirements set forth for my specific department. I will endeavor to establish a safe work practice.

Employee Printed Name

Employee Signature

Date

Employee's Supervisor Printed Name

Supervisor Signature

Date



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Work Session: May 13, 2014
Prepared: May 9, 2014
Dept. Head Signature:
of Attachments: 4

5

SUBJECT: Capital Improvement Sales Tax Ballot

Presenter: Tom Acre, City Manager and Audra Garrett, City Clerk

Recommended City Council Action: No Formal Action is required at this time. This is for City Council discussion.

Summary Statement: The current one (1) percent sales tax for capital improvements will expire at the end of 2014. The City has utilized the dedicated capital improvement sales tax to complete necessary projects for many years. The projects have either been directly funded from this revenue source and/or the City has used capital improvement sales tax funds as a match to grants from organizations such as DOLA to leverage taxpayer collected funds in order to complete a larger project.

Staff is in the process of putting together information regarding specific projects that have been and/or are in the process of being completed using the dedicated capital improvement sales tax funds. The information will include project cost information as well as photographic examples of the projects.

The purpose of this item is for City Council to discuss how they would like to move forward in providing information and outreach to the public regarding the importance of the funding, to understand the time line for filing the appropriate information to place the question on the ballot and a review of what the City is allowed to do to provide information.

Expenditure Required: No expenditure is required.

Source of Funds: Not applicable.

Policy Issue: Renewal of 1% sales tax for capital improvements as a method of providing a funding source for capital improvement projects.

Alternative: City Council could elect to not move forward with the Capital Improvement Sales Tax Ballot or to modify what has been proposed.

Background Information: See attached information and summary statement.

5

2014 Election Calendar

10-July (Thursday)	Last day to file an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 117th day before the General Election)	1-4-802(1)(f)(I)
14-July (Monday)	Last day for electors to circulate or file a recall petition against the Governor or any other election official whose term of office ends on 1/13/2015.	Art IV, Sect. 1 1-12-102(4)
14-July (Monday)	Last day for electors to circulate or file a recall petition against a member of the General Assembly whose term of office ends on 1/14/2015.	Art V, Sect. 7 1-12-102(4)
14-July (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the Primary Election. (No later than the 20th day after the Primary Election)	1-10-103(2) Rule 10
15-July (Tuesday)	Last day for interested parties to request a recount of the Primary Election at their own expense. (Within 21 days after the Primary Election)	1-10.5-106(2) Rule 10.15
17-July (Thursday)	Last day for a write-in candidate to file an Affidavit of Intent for the General Election. (By the close of business on the 110th day before the General Election)	1-4-1102(1)
24-July (Thursday)	Last day to complete a statutory or requested recount of the Primary Election. (No later than the 30th day after the Primary Election)	1-10.5-102(2) 1-10.5-106(2)
25-July (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly schedule election)	1-8.3-116 1-1-106(5)
25-July (Friday)	Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the General Election. (100 days before the General Election)	1-7-116(5) 1-1-106(5)
31-July (Thursday)	Last day for the designated election official to provide a notice of sufficiency/insufficiency regarding unaffiliated candidate nomination petitions. (No later than 96 days before the General Election)	1-4-908(3)
August, 2014		
4-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2014 General Election, no later than 3:00 p.m. (At least 3 months before the election)	Art V, Sect. 1(2)
4-August (Monday)	Last day for judicial candidates to file a Declaration of Intent to run for another term. (Not less than 3 months before the General Election)	Art. VI, Sect. 25
6-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (No later than 90 days before every election)	1-7.5-105(1) Rule 7.1.1
6-August (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers. Clerks must also complete an accessibility survey for all locations annually before designation. (No later than 90 days before the election)	Rule 7.9
11-August (Monday)	Last day to amend an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 85th day before the General Election)	1-4-912
21-August (Thursday)	Last day for the designated election official to notify an unaffiliated candidate of whether the amended nominating petition is sufficient/insufficient. (No later than the 75th day before the General Election)	1-4-912
26-August (Tuesday)	Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)	1-7-116(2)
September, 2014		
3-September (Wednesday)	Last day for the Secretary of State to examine submitted initiative petitions and issue a statement of sufficiency or insufficiency. (No more than 30 calendar days after the petition is filed)	1-40-116(2)
5-September (Friday)	Last day for the designated election official of each political subdivision to certify the ballot order and content. Each DEO must also deliver the certification to the county clerk for the coordinated election. (No later than 60 days before the General Election)	1-5-203(3)(a)
5-September (Friday)	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used)	1-5-616(5)(b) Rule 20.1

ORDINANCE NO. 1857

AN ORDINANCE TO EXTEND THE ONE PERCENT SALES TAX ORIGINALLY AUTHORIZED BY VOTE OF THE PEOPLE ON NOVEMBER 4, 1980, AND EXTENDED BY VOTE OF THE PEOPLE ON JULY 23, 1991, NOVEMBER 5, 1996, AND NOVEMBER 5, 2002, AND TO PROVIDE FOR DEDICATION OF THE REVENUE FROM SUCH TAX TO CAPITAL PROJECTS

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

SECTION 1. The purpose of this Ordinance is to extend the one percent sales tax authorized by vote of the people on November 4, 1980, and by Ordinance Number 1181, and extended by vote of the people on July 23, 1991, and by Ordinance Number 1398, and by vote of the people on November 5, 1996, and by Ordinance Number 1539, and by vote of the people on November 5, 2002, and by Ordinance Number 1697 and to provide for the dedication of the revenue from such tax for capital projects.

SECTION 2. Sections 7-7, 7-10(1), 7-10(2), 7-10(3), 7-10(6), 7-10(7), 7-13(1), 7-19(1)(b), and 7-19(2) of the Code of Ordinances of the City of Trinidad, Colorado, are hereby repealed and re-enacted as follows:

Section 7-7. Purpose of Article.

The purpose of this Article is to impose a sales tax on the sale of tangible personal property at retail or the furnishing of services within the City.

Section 7-10. Taxable transactions - Exemptions.

(1) There is hereby levied and shall be collected and paid a tax in the amount stated in Section 7-13 of this Article on the sale of tangible personal property at retail and the furnishing of services within the City. The tangible personal property and services taxable pursuant to this article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., except as otherwise provided in this paragraph. The tangible personal property and services taxable pursuant to this article are subject to the same sales tax exemptions as those specified in Part 7 of Article 26 of Title 39, C.R.S., except the exemption allowed by Section 39-26-709(1), C.R.S., for purchases of machinery or machine tools, the exemption of sales and purchases of those items in Section 39-26-715(1)(a)(II), C.R.S., the exemption for sales of food specified in Section 39-26-707(1)(e), C.R.S., the exemption for vending machine sales of food set forth in Section 39-26-714(2), C.R.S., the exemption for occasional sales by a charitable organization set forth in Section 39-26-718(1)(b), C.R.S., the exemption for sales and purchases of farm equipment and farm equipment under lease or contract specified in Section 39-26-716(2)(b) and (2)(c), C.R.S., and the exemption for sales of low-emitting motor vehicles, power sources, or parts used for converting such power sources as

specified in Section 39-26-719(1), C.R.S.

(2) All sales of personal property on which a specific ownership tax has been paid or is payable shall be exempt from the tax imposed by this Article when such sales meet both of the following conditions:

(a) The purchaser is a non-resident of or has his/her principal place of business outside of the City; and

(b) Such personal property is registered or required to be registered outside the City limits under the laws of the State of Colorado.

(3) The amount subject to tax shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.

(6) This sales tax shall not apply to the sale of food purchased with food stamps. For the purpose of this subsection (6), "food" shall have the same meaning as provided in 7 U.S.C. § 2012(g), as such section existed on October 1, 1987, or as thereafter amended.

(7) This sales tax shall not apply to the sale of food purchased with funds provided by the special supplemental food program of women, infants, and children, 42 U.S.C. § 1786. For purposes of this subsection (7), "food" shall have the same meaning as provided in 42 U.S.C. § 1786, as such section existed on October 1, 1987, or as thereafter amended.

Section 7-13. Schedule of taxes.

(1) There is hereby imposed upon sales of tangible personal property and the furnishing of services as specified in Section 7-10 of this Article a tax at the rate of four percent (4%) of the amount of sale, to be computed in accordance with schedules or systems approved by the executive director.

Section 7-19. Use of proceeds of tax.

(1) Tax monies collected pursuant to this Article shall be used as follows:

(b) The sum equal to the remaining twenty-five percent (25%) of the amount shall be set aside in a reserve fund and shall be used to pay for capital projects, including the construction and improvement of public works, and the purchase of land and buildings, as determined by City Council. City Council shall hold at least one public hearing per year for the purpose of providing an opportunity for the public to express opinions as to how such monies should be spent.

(2) The allocation of the tax monies collected pursuant to this Article set forth in subsection (1) of this Section, shall remain in effect until December 31, 2014. Unless the one

percent (1%) sales tax to be used for capital projects is extended by vote of the people prior to that date, the rate of sales tax shall decrease to three percent (3%) on January 1, 2015, and from that date forward all tax monies collected pursuant to this Article shall be deposited in the general fund of the City.

SECTION 3. Effective dates:

(1) This ordinance shall not become effective unless and until it shall have been approved in the state general election to be held on November 4, 2008, by a majority vote of the registered electors voting thereon.

(2) The tax imposed by this ordinance shall not be levied until January 1, 2009.

(3) In the event that this ordinance is approved, the City Clerk shall notify the Executive Director of the Department of Revenue at least forty-five days prior to the effective date of this tax.

(4) In the event that this ordinance is approved, the four percent (4%) sales tax shall remain in full force and effect until December 31, 2014, after which date the rate of sales tax shall decrease to three percent (3%) unless the one percent (1%) sales tax to be used for capital projects is extended by vote of the people prior to that date.

INTRODUCED BY COUNCILMEMBER VELASQUEZ, READ AND ORDERED PUBLISHED this 3rd day of June, 2008.

FINALLY PASSED AND APPROVED this 17th day of June, 2008.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE THE 27th day of June, 2008.

/s/JOSEPH A. REORDA, Mayor

ATTEST:

/s/AUDRA FATUR, City Clerk

Publish: Friday, June 20, 2008
Furnish Proof of Publication

10 Pt. Type

ORDINANCE NO. 1858

AN ORDINANCE SUBMITTING TO THE VOTERS OF THE CITY OF TRINIDAD AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2008, A MEASURE WHICH WOULD EXTEND THE ONE PERCENT SALES TAX AUTHORIZED BY VOTE OF THE PEOPLE ON NOVEMBER 4, 1980 AND EXTENDED BY VOTE OF THE PEOPLE ON JULY 23, 1991, NOVEMBER 5, 1996, AND NOVEMBER 5, 2002, AND DEDICATE THE REVENUES OF SUCH SALES TAX TO CAPITAL PROJECTS

WHEREAS, by vote of the electorate within the City of Trinidad on November 4, 1980, a one percent sales tax was authorized and committed to debt retirement for the restoration of City Hall, the renovation and expansion of the Monument Lake facility, and the improvements and expansion of recreational facilities within the City; and

WHEREAS, the one percent sales tax was extended until December 31, 1996 by vote of the electorate on July 23, 1991, and committed to the development and construction of capital improvement projects; and

WHEREAS, the one percent sales tax was again extended until December 31, 2002 by vote of the electorate on November 5, 1996, with the revenues of such tax dedicated to capital projects; and

WHEREAS, the one percent sales tax was most recently extended until December 31, 2008 by vote of the electorate on November 5, 2002, and with the revenues of such tax dedicated to capital projects; and

WHEREAS, the City Council of the City of Trinidad, Colorado, has approved an ordinance which would extend the one percent sales tax; and

WHEREAS, Article X, Section 20 of the Colorado Constitution and Section 102, Article 2, Title 29, C.R.S., require that said ordinance be submitted to the registered electors of the City for approval; and

WHEREAS, Article X, Section 20, requires that proposals to extend an expiring tax be decided in a state general election, biennial local district election, or on the first Tuesday in November of odd-numbered years.

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

Section 1. At the state general election to be held on Tuesday, November 4, 2008, there shall

be submitted to the voters of the City of Trinidad a proposal to extend a one percent sales tax, until December 31, 2014, which would maintain the total amount of City sales tax at four percent with the proceeds of the one percent sales tax segregated from any other sales tax revenues of the City and used solely for capital projects, including the construction and improvement of public works, and the purchase of land and buildings, as determined by City Council.

Section 2. The question submitted to the electorate shall be as follows:

SHALL THE CITY OF TRINIDAD EXTEND UNTIL DECEMBER 31, 2014, THE ADDITIONAL ONE PERCENT SALES TAX ORIGINALLY APPROVED IN 1980 AND EXTENDED IN 1991, 1996 AND 2002 BY VOTE OF THE PEOPLE, SCHEDULED TO EXPIRE DECEMBER 31, 2008, TO PROVIDE FUNDING FOR CAPITAL PROJECTS, INCLUDING THE CONSTRUCTION AND IMPROVEMENT OF PUBLIC WORKS, AND THE PURCHASE OF LAND AND BUILDINGS, AS DETERMINED BY CITY COUNCIL?

INTRODUCED BY COUNCILMEMBER ELLIS, READ AND ORDERED PUBLISHED this 3rd day of June, 2008.

FINALLY PASSED AND APPROVED this 17th day of June, 2008.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE THE 27th day of June, 2008.

/s/JOSEPH A. REORDA, Mayor

ATTEST:

/s/AUDRA FATUR, City Clerk

Publish: Friday, June 20, 2008 10 Pt. Type
Furnish Proof of Publication

**NOTICE OF ELECTION ON A REFERRED MEASURE
CITY OF TRINIDAD, COLORADO**

ELECTION DATE: November 4, 2008

POLLING HOURS: 7:00 A.M. - 7:00 P.M.

LOCAL ELECTION OFFICE: City of Trinidad
City Clerk's Office
135 N. Animas / P. O. Box 880
Trinidad, CO 81082
(719) 846-9843

REFERRED MEASURE - BALLOT TITLE

SHALL THE CITY OF TRINIDAD EXTEND UNTIL DECEMBER 31, 2014, THE ADDITIONAL ONE PERCENT SALES TAX ORIGINALLY APPROVED IN 1980 AND EXTENDED IN 1991, 1996 AND 2002 BY VOTE OF THE PEOPLE, SCHEDULED TO EXPIRE DECEMBER 31, 2008, TO PROVIDE FUNDING FOR CAPITAL PROJECTS, INCLUDING THE CONSTRUCTION AND IMPROVEMENT OF PUBLIC WORKS, AND THE PURCHASE OF LAND AND BUILDINGS, AS DETERMINED BY CITY COUNCIL?

REFERRED MEASURE - BALLOT TEXT

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

SECTION 1. The purpose of this Ordinance is to extend the one percent sales tax Authorized by vote of the people on November 4, 1980 and by Ordinance Number 1181, and extended by vote of the people on July 23, 1991 and by Ordinance Number 1398, and by vote of the people on November 5, 1996 and by Ordinance Number 1539, and by vote of the people on November 5, 2002 and by Ordinance Number 1697 and to provide for the dedication of the revenue from such tax for capital projects.

SECTION 2. Sections 7-7, 7-10(1), 7-10(2), 7-10(3), 7-10(6), 7-10(7), 7-13(1), 7-19(1)(b), and 7-19(2) of the Code of Ordinances of the City of Trinidad, Colorado, are hereby repealed and re-enacted as follows:

Section 7-7. Purpose of Article.

The purpose of this Article is to impose a sales tax on the sale of tangible personal

property at retail and the furnishing of services within the City.

Section 7-10. Taxable transactions - Exemptions.

(1) There is hereby levied and shall be collected and paid a tax in the amount stated in Section 7-13 of this Article on the sale of tangible personal property at retail and the furnishing of services within the City. The tangible personal property and services taxable pursuant to this Article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and subject to the same exemptions as those specified in Section 39-26-114, C.R.S., except the exemption allowed by Section 39-16-114(11), C.R.S. for purchases of machinery or machine tools, the exemptions of sales and purchases of those items in Section 39-26-114(1)(a)(XXI), C.R.S., the exemption for sales of food specified in Section 39-26-114(1)(a)(XX), C.R.S., the exemptions for vending machine sales of food set forth in Section 39-26-114(7.5), C.R.S., the exemption for occasional sales by a charitable organization set forth in Section 39-26-114(18), C.R.S., the exemption for sales and purchases of farm equipment and farm equipment under lease or contract specified in Section 39-26-114(20), C.R.S., and the exemption for sales of low-emitting motor vehicles, power sources, or parts used for converting such power sources as specified in Section 39-26-114(22), C.R.S.

(2) All sales of personal property on which a specific ownership tax has been paid or is payable shall be exempt from the tax imposed by this Article when such sales meet both of the following conditions:

(a) The purchaser is a non-resident of or has his/her principal place of business outside of the City; and

(b) Such personal property is registered or required to be registered outside the City limits under the laws of the State of Colorado.

(3) The amount subject to tax shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.

(6) This sales tax shall not apply to the sale of food purchased with food stamps. For the purpose of this subsection (6), "food" shall have the same meaning as provided in 7 U.S.C. Section 2012(g), as such section existed on October 1, 1987, or as thereafter amended.

(7) This sales tax shall not apply to the sale of food purchased with funds provided by the special supplemental food program of women, infants, and children, 42 U.S.C., 1786. For purposes of this subsection (7), "food" shall have the same meaning as provided in 42 U.S.C. Section 1786, as such section existed on October 1, 1987, or as thereafter amended.

Section 7-13. Schedule of taxes.

(1) There is hereby imposed upon sales of tangible personal property and the furnishing of services as specified in Section 7-10 of this Article a tax at the rate of four percent (4%) of the amount of sale, to be computed in accordance with schedules or systems approved by the executive director.

Section 7-19. Use of proceeds of tax.

(1) Tax monies collected pursuant to this Article shall be used as follows:

(b) The sum equal to the remaining twenty-five percent (25%) of the amount shall be set aside in a reserve fund and shall be used to pay for capital projects, including the construction and improvement of public works, and the purchase of land and buildings, as determined by City Council. City Council shall hold at least one public hearing per year for the purpose of providing an opportunity for the public to express opinions as to how such monies should be spent.

(2) The allocation of the tax monies collected pursuant to this Article set forth in subsection (1) of this Section, shall remain in effect until December 31, 2014. Unless the one percent (1%) sales tax to be used for capital projects is extended by vote of the people prior to that date, the rate of sales tax shall decrease to three percent (3%) on January 1, 2015, and from that date forward all tax monies collected pursuant to this Article shall be deposited in the general fund of the City.

SECTION 3. Effective dates.

(1) This ordinance shall not become effective unless and until it shall have been approved in the state general election to be held on November 4, 2008 by a majority vote of the registered electors voting thereon.

(2) The tax imposed by this ordinance shall not be levied until January 1, 2009.

(3) In the event that this ordinance is approved, the City Clerk shall notify the Executive Director of the Department of Revenue at least forty-five days prior to the effective date of this tax.

(4) In the event that this ordinance is approved, the four percent (4%) sales tax shall remain in full force and effect until December 31, 2014, after which date the rate of sales tax shall decrease to three percent (3%) unless the one percent (1%) sales tax to be used for

capital projects is extended by vote of the people prior to that date.

CITY OF TRINIDAD FISCAL INFORMATION

For the proposed City tax extension, the estimated total of City fiscal year spending for the current year and the actual total of City fiscal year spending for each of the past four years is:

2005

2006

2007

2008

2009 (Estimate)

The overall dollar change for the five year period from 2005 to 2009 is \$

The overall percentage change for the five year period from 2005 to 2009 is %.

The estimate of the maximum dollar amount of tax increase for 2010 is

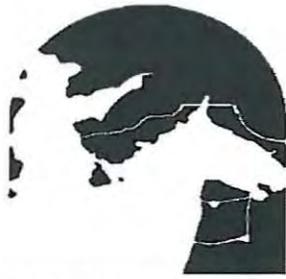
The estimate of the City's fiscal year spending for 2010, without the increase is

SUMMARY OF WRITTEN COMMENTS FILED IN FAVOR OF THE ISSUE:

No written comments were filed by the constitutional deadline.

SUMMARY OF WRITTEN COMMENTS FILED IN OPPOSITION TO THE ISSUE:

No written comments were filed by the constitutional deadline.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 13, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 2

7

SUBJECT: Discussion regarding retail marijuana licensing

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Provide input on the licensing restrictions and allowances

SUMMARY STATEMENT: The proposed ordinance would allow for the sale of retail marijuana in the corporate City limits

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: The current moratorium is set to expire. Therefore it either needs to be extended or regulations need to be established.

ALTERNATIVE: Extend the moratorium

BACKGROUND INFORMATION:

- City Council instructed staff to work on an ordinance to allow retail marijuana in the corporate City limits.
- The current moratorium on retail marijuana is set to expire on June 30, 2014.
- A questionnaire is provided to Council to assist with providing necessary input and discussion points.
- Please see the bolded text on pages 7, 11 and 16. Page 7's bolded language is a discussion item; on page 11, the text is bolded because Council should be aware that the language concerning felony convictions and felony convictions involving controlled substances differs from the retail statute and the medical statute; page 16 would set forth that any new licenses that are not retail sale points would only be allowed in the Industrial zone district.
- Keep in mind this is a first draft.

7

Retail Marijuana Questionnaire: City Council April 21, 2014

1. Classes of License: These are the major licenses allowed by State Statute for the purpose of regulating the cultivation, manufacture, distribution, sale and testing of retail marijuana. Staff can develop a retail ordinance that addresses all, several, or one of the options below. Please indicate by circling which license, if any, in which you are interested in seeing an ordinance.
 - Retail Marijuana Store
 - Retail Marijuana Cultivation Facility
 - Retail Marijuana Products Manufacturing
 - Retail Marijuana Testing Facility
2. Do you want to allow a current licensed Medical Marijuana Dispensary to operate a Retail Marijuana Store at the same location ? (Retail and Medical Marijuana stores operating at the same location must have physical separation unless they intend only to sell to persons 21 years or older.)
3. Does Council want to allow “a phase in period,” for already licensed Medical Marijuana establishments? This “period” would allow licensed Medical Marijuana facilities to either convert to a Retail license OR to add a Retail license, prior to opening the City to new applicants. If so, how long should the “phase in” period last?
4. Does Council want to limit the number of Retail licenses allowed to be issued? If so, which licenses should be limited and to what number? How should Council decide who gets the license (Lottery, First Come etc...)?
5. In adopting a local ordinance for Retail Marijuana what additional regulations is Council interested in addressing, such as background checks, business operational standards, product standards?
6. Does Council want to establish any spacing requirements for Retail Marijuana Stores or for any other license types (cultivation, testing, product manufacturing)?
7. Does Council want to impose any additional restrictions on signs and advertising, above the already mandated state regulations?
8. Does Council want to see a licensing fee schedule similar to our Medical Marijuana ordinance? Is there any additional fee we should be considering?

9. If the state fails to act on any license application within 90 days, the local licensing authority can go ahead and issue the appropriate license. Does the Council want to consider issuing these licenses, if the state defaults on its licensing and regulatory responsibility?
10. Does the Council want to require Retail Marijuana establishments to post a Marijuana Tax Bond to ensure the payment of local taxes from their respective Retail Marijuana establishments?
11. Does the Council want to refer a ballot question to capture additional sales or excise taxes?
12. Does Council want to earmark any taxes (the state share back, sales tax collected or any additional sales tax collected) received from the sale of Marijuana by Retail Marijuana establishments for particular purposes? If so, for what purpose?



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO, ESTABLISHING REGULATIONS AND LICENSING
REQUIREMENTS FOR RECREATIONAL MARIJUANA BUSINESSES

WHEREAS, at the November 6, 2012, general election, the voters of the State of Colorado adopted Amendment 64 to the Colorado Constitution ("Amendment 64") which is codified as Article XVIII, § 16 of the Colorado Constitution; and

WHEREAS, Amendment 64 permits persons twenty-one years of age and older to possess, use, display, purchase or transport one ounce or less of marijuana, or marijuana accessories, to grow limited amounts of marijuana and manufacture and sell marijuana accessories; and

WHEREAS, Amendment 64 also provides for the establishment of marijuana establishments, which include cultivating, testing and product manufacturing facilities, and retail marijuana stores; and

WHEREAS, Amendment 64 required that the Colorado Department of Revenue adopt regulations to implement Amendment 64; and

WHEREAS, the City of Trinidad imposed a moratorium until June 30, 2014, on the submission, acceptance or processing of applications and the licensing, permitting, establishment or operation of any recreational marijuana business that sells, cultivates, manufactures, prepares, packages, purchases, tests, or otherwise provides for or allows the use of marijuana or marijuana products pursuant to Amendment 64, including the use of land for such purpose or purposes, to allow reasonable and necessary time for the City to develop its own licensing scheme for marijuana establishments and to have an opportunity to investigate, develop, adopt and implement, and if necessary amend regulations it deemed appropriate to regulate recreational marijuana businesses as necessary to protect the public's health safety, and welfare.

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

Section 1. Article 12, Chapter 14, is hereby repealed and re-enacted in its entirety as follows:

CHAPTER 14

ARTICLE 12. MARIJUANA LICENSING AUTHORITY – RETAIL

14-222. Definitions.

As used in this ordinance, the following words shall have the following meanings, unless the context clearly requires otherwise. In addition, the other defined terms in Amendment 64 are incorporated herein by reference. Other terms used in this Article shall have the meaning

ascribed to them in Article XVIII, Section 14, of the Colorado Constitution or in the Colorado Medical Marijuana Code or Colorado Retail Marijuana Code, or in Article 11 of this Chapter, and such definitions are hereby incorporated into this Article by this reference.

(a) “Applicant” means any person or entity who has submitted an application for a license or renewal of a license issued pursuant to this Article. If the applicant is an entity and not a natural person, applicant shall include all persons who are the members and managers of such entity.

(b) “Colorado Medical Marijuana Code” means Title 12, Article 43.3 of the Colorado Revised Statutes, as amended from time to time, and any rules or regulations promulgated thereunder.

(c) “Colorado Retail Marijuana Code” means Title 12, Article 43.4 of the Colorado Revised Statutes, as amended from time to time, and any rules or regulations promulgated thereunder.

(d) “Consumer” means a person twenty-one (21) years of age or older who purchases marijuana or marijuana products for personal use by a person twenty-one (21) years of age or older, but not for resale to others.

(e) “Cultivation” or “Cultivate” means the process by which a person grows a marijuana plant.

(f) “Dual Operation” means a business that operates as both a licensed medical marijuana business and a licensed marijuana store in accordance with Article 11 of this Chapter.

(g) “Industrial Hemp” means the plant of the genus cannabis and any part of such plant, whether growing or not, with a Delta-0 tetrahydrocannabinol concentration that does not exceed three-tenths percent on a dry weight basis.

(h) “Good Cause” (for the purpose of refusing or denying a license or license renewal under this Article) means: (1) the licensee has violated, does not meet, or has failed to comply with any of the terms, conditions or provisions of the Article, of the Colorado Retail Marijuana Code or of any rule and regulation promulgated pursuant to this Article or the Colorado Retail Marijuana Code; (2) the licensee has failed to comply with any special terms or conditions that were placed on its license or facility, whether state or local, or in prior disciplinary proceeds or that arose in the context of potential disciplinary proceeds; or (3) the licensee’s retail marijuana establishment has been found to have been operated in a manner that adversely affects the public health, welfare or safety of the immediate neighborhood in which the retail marijuana establishment is located. Evidence to support such a finding can include, but is not limited to: (i) a continuing pattern of offenses against the public peace; (ii) a continuing pattern of drug-related criminal conduct within the premises of the retail marijuana establishment or in the immediate area surrounding the retail marijuana establishment; or (iii) a continuing pattern of criminal conduct directly related to or arising from the operation of the retail marijuana establishment.

(i) “License” means a document issued by the City officially authorizing an applicant to operate a retail marijuana establishment pursuant to this Article, or if required by the context,

means a document issued by the state licensing authority pursuant to the Colorado Retail Marijuana Code.

(j) “Licensee” means the person or entity to whom a license has been issued pursuant to this Article.

(k) “Licensed Premises” means the premises specified in an application for a license under this Article, which is owned or in possession of the licensee and within which the licensee is authorized to cultivate, test, manufacture, distribute, or sell retail marijuana or retail marijuana products in accordance with state and local law.

(l) “Local Licensing Authority” or “Authority” means the city council sitting as the recreational marijuana licensing authority for the city.

(m) “Marijuana” means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

(n) “Marijuana Accessories” means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

(o) “Marijuana Cultivation Facility” means an entity licensed to cultivate, prepare, and package marijuana and sell marijuana to marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

(p) “Marijuana Product Manufacturing Facility” means an entity licensed to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to marijuana stores, but not to consumers.

(q) “Marijuana Store” means an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

(r) “Marijuana Testing Facility” means an entity licensed to analyze and certify the safety and potency of marijuana.

(s) “Medical Marijuana Business” means a medical marijuana center, optional premises cultivation operation, or medical marijuana-infused products manufacturer as defined in the Colorado Medical Marijuana Code.

(t) “Retail Marijuana” means marijuana that is cultivated, manufactured, distributed or sold by a licensed retail marijuana establishment.

(u) “Retail Marijuana Establishment” means a marijuana store, a marijuana cultivation facility, a marijuana products manufacturing facility or a marijuana testing facility.

(v) “Retail Marijuana Products” means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients that are intended for use or consumption, including without limitation edible products, ointments and tinctures.

(w) “State Licensing Authority” or “State” means the authority created by the Colorado Department of Revenue for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, sale and testing of retail marijuana in the State of Colorado pursuant to C.R.S. § 12-43.4-201.

14-223. Licensing Authority Created.

There shall be and is hereby created a Retail Marijuana Licensing Authority hereafter referred to in this Article as the “Authority.”

14-224. Composition of the Authority.

The Authority shall be the City Council.

14-225. Functions of the Authority.

(a) The Authority shall have the duty and authority pursuant to the Colorado Retail Marijuana Code and this Article to grant or refuse licenses in the manner provided by law.

(b) The Authority shall have all the powers of a Local Licensing Authority as set forth in the Colorado Retail Marijuana Code.

(c) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before the Authority.

(d) The Authority shall have the power to require any applicant or licensee to furnish any relevant information required by the Authority.

(e) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing which

the Authority is authorized to conduct. Any such subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

- (f) The local licensing authority shall possess all powers given to local licensing authorities by the provisions of the Colorado Retail Marijuana Code and rules and regulations promulgated thereunder. Any decision made by the local licensing authority to grant or deny a license, to revoke or suspend a license, or to renew or not renew a license shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

14-226. License required.

- (a) It shall be unlawful for any person to operate any retail marijuana establishment within the City other than a retail marijuana establishment that has been licensed by the State Licensing Authority. It shall further be unlawful for any person to operate any retail marijuana establishment within the City without first having obtained from the Authority a license for the retail marijuana establishment.
- (b) The following four types of business operations as defined in the Colorado Retail Marijuana Code C.R.S. 12-43.4-103 et seq. may be licensed hereunder: Marijuana Cultivation Facility, Marijuana Product Manufacturing Facility, Marijuana Store, and Marijuana Testing Facility.
- (c) Such licenses shall be kept current at all times and shall be conspicuously displayed at all times in the premises to which they apply. The failure to maintain a current state or City license shall constitute a violation of this Article.

14-227. Application; term; fees; taxes.

Any person operating or proposing to operate a retail marijuana establishment shall first procure from the City Clerk a retail marijuana establishment license, which the Clerk shall issue in accordance with the following procedures:

- (a) A person seeking to obtain a license pursuant to this article shall submit an application to the City Clerk. The form of the application shall be provided by the City Clerk.
- (b) A license issued pursuant to this section does not eliminate the need for the licensee to obtain other required licenses and permits related to the operation of the retail marijuana business, including, without limitation, any development approval required by the land use code; a sales tax license; and a building, mechanical, plumbing, or electrical permit.
- (c) An application for a license under this article shall contain the following information:
 - (1) Completed state and local licensing authority application forms;

- (2) A completed set of individual history forms, including a set of the fingerprints for the applicant and for any person owning ten percent or more of the retail marijuana business.
 - (3) The street address of the proposed retail marijuana business;
 - (4) If the applicant is not the owner of the proposed location of the retail marijuana business, a notarized statement from the owner of such property authorizing the submission of the application;
 - (5) An acknowledgement by the applicant that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the city of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.
 - (6) A complete and accurate list of all owners, officers, managers, and employees of the retail marijuana business and of all persons having a direct or indirect financial interest, and the nature of such interest in the retail marijuana business, including names and addresses for such persons.
 - (7) Plans and specifications for the interior of the building in which the retail marijuana business is located. If the building is not in existence, the applicants shall file a plot plan and detailed sketch for the interior and submit an architect's drawing of the building to be constructed.
 - (8) Evidence that the applicant is, or will be, entitled to possession of the premise for which the application is made under a lease, rental agreement, or other arranged for possession of the premises, or by virtue of ownership of the premises.
 - (9) Any additional information that the City Clerk and/or Authority reasonably determines to be necessary in connection with the investigation, review and determination of the application.
- (d) The applicant shall pay to the city a non-refundable application fee of two thousand five hundred dollars (\$2,500.00) when the application is filed. The purpose of the fee is to cover the administrative and other costs of processing the application. A separate license fee of one thousand dollars (\$1,000.00) shall be paid prior to the issuance of the local license, and upon renewal of such license.

The City shall not accept or act upon an application for a retail marijuana business license if the business application concerns a particular location that is the same as, or within one thousand feet of, a location for which, within the two years immediately preceding date of the application, the city or the state licensing authority denied an application for the same class of license due to the nature of the use or other concern related to the location.

- (e) Any license issued by the Authority under this Article shall expire at such time as any license then issued by the State for the retail marijuana establishment expires.
- (f) A licensee shall collect and remit City sales tax on all retail marijuana, retail marijuana products, paraphernalia and other tangible personal property sold at retail.
- (g) **Retail marijuana which is cultivated within City limits and exported to other locales shall be subject to a surcharge due to the City of \$5.00 per plant or per pound.**

14-228. Public Notice and Public Hearing.

- (a) Upon receipt of an application, except an application for renewal unless one is deemed necessary for good cause, the Local Licensing Authority shall schedule a public hearing upon the application to be held not less than thirty days after the filing date of the application.
- (b) Once the Local Licensing Authority schedules a hearing for a retail marijuana application, it shall post and publish the public notice thereof not less than ten days prior to the hearing. Public notice shall be given by the posting of a sign in a conspicuous place on the premises for which application has been made and by publication in a newspaper of general circulation in the City.
- (c) Public notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating the type of license applied for, the date of the application, the date of the hearing, and the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, corporation, or limited liability company, the sign shall contain the names and addresses of the officers, directors, or manager of the facility to be licensed.
- (d) Public notice given by publication shall contain the same information as that required for signs.
- (e) If the building in which the retail marijuana is to be sold is in existence at the time of the application, any sign posted as required by this ordinance shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of application, the notice shall be posted at the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

- (f) The Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- (g) For the public hearing held pursuant to this section, each party in interest shall have an opportunity to file remonstrances until 5:00 p.m. the day of the hearing to be presented to City Council for their consideration during the public hearing.
- (h) As used in this ordinance "Party in Interest" means any of the following:
 - (1) The applicant;
 - (2) An adult resident of the neighborhood under consideration who does not represent a group identified in subparagraph 5 of this paragraph h;
 - (3) The owner or manager of a business located in the neighborhood under consideration;
 - (4) The principal or representative of a school or day care center located within the neighborhood and within one thousand five hundred (1,500) feet of the premises for which a retail license is under consideration;
 - (5) One representative of an organized neighborhood group that encompasses part or all of the neighborhood under consideration. The representative shall reside within the neighborhood group's geographic boundaries and shall be a member of the neighborhood group;
 - (6) A representative of a local law enforcement agency.
- (i) The Local Licensing Authority in its discretion may limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination.
- (j) All testimony given at the hearing shall be under oath or affirmation.

14-229. Notice of decision; appeal of decision; finality.

- (a) The Local Licensing Authority shall notify the applicant of the decision on the application within thirty (30) business days of rendering the decision. Notice shall be given by mailing a copy of the Local Licensing Authority's decision to the applicant by first-class mail, postage prepaid, at the address shown in the application. Notice is deemed to have been properly given upon mailing.
- (b) Any decision made by the Local Licensing Authority pursuant to this Section shall be a final decision and may be appealed to the district court pursuant to C.R.S. Section 24-4-106. The applicant's failure to timely appeal the decision is a waiver of the applicant's right to contest the denial or conditional approval of the application.

14-230. Renewal fee; process.

Each license issued pursuant to this section shall be valid for a period of one year from the date of issuance, and may be renewed as provided in this section.

(a) An application for renewal shall be made to the City Clerk not less than forty-five days prior to the date of expiration and shall be accompanied by the license fee identified in Section 14-203(d). The City Clerk will accept late applications not more than ninety days after the date of expiration upon a payment of a five hundred dollars late application fee which shall be in addition to the renewal fee. The City Clerk shall not in any circumstances accept renewal applications more than ninety days after the date of expiration.

(b) In addition to the renewal application, the applicant shall furnish copies of any approvals or permits required by local and state health officials, as well as the annual inspection report prepared by such officials, for their licensed facilities to the City Clerk.

(c) The City Clerk shall cause the renewal application to be placed on the agenda of the Council meeting to be held no less than four (4) nor more than thirty (30) days after the Clerk has received the application.

(d) The applicant shall be in attendance at the Council meeting at which his/her renewal application is presented to the Authority.

(e) At the time of presentation of the renewal application, the Authority shall be furnished with the following:

(1) A summary report submitted by the Police Department of the City of Trinidad identifying all calls responded to by the Police Department to the licensed location. Such summary report shall be accompanied by necessary subordinate information to provide a clear explanation of calls identified within the report.

(2) Copies of all incident reports of police responses to incidents which are identified as having originated at or within the licensed establishment during the previous license period.

(3) A report prepared by the City Building Inspector identifying satisfaction of City Building Codes or a recitation of deficiencies and the steps required to correct such deficiencies.

(f) At the time the renewal application is presented to the Authority, the Authority may approve the renewal application or postpone action on the application to a later date. In the event of a postponement, the Authority shall not be required to hold a hearing on the application, except that no renewal application may be denied unless a renewal hearing has been held.

The motion to set a hearing on the application must set forth the reason or reasons for holding a hearing. Notice of the hearing shall be posted in a conspicuous place on the licensed premises for a period of ten (10) days, and notice of the hearing shall be provided to the applicant at least ten (10) days prior to the hearing. Notice shall be by mail or personal service.

(g) The renewal hearing shall be conducted in the manner provided for hearings on applications for new liquor and fermented malt beverage licenses. At the hearing, evidence shall be taken to determine whether good cause exists to refuse to approve the renewal application. At the close of the hearing, the Authority may vote to approve or deny the renewal application, or may adjourn the hearing to a later date before rendering its decision. Where timely application for renewal has been made, the decision must be rendered prior to the date of expiration of the existing license, and in no event shall the hearing be adjourned for a period exceeding thirty (30) days.

(h) The Authority may refuse to renew a license for any of the following reasons: Failure to comply with City, State or Federal Building Codes, Fire Codes or Electrical Codes; any other reasons set forth under State law; and any other Good Cause reasons.

(i) A criminal history record of the applicant and all employees of the applicant shall be provided to the City Clerk as part of the renewal application.

14-231. Persons prohibited as licensees.

(a) No license provided by this article shall be issued to or held by:

- (1) Any person whose criminal history indicates the person is not of good moral character;
- (2) Any corporation, any of whose officers, directors, or stockholders whose criminal histories indicate such person is not of good moral character;
- (3) Any partnership, association, or company, any of whose officers, or any of whose members whose criminal histories indicate such person is not of good moral character;
- (4) Any person employing, assisted by, or financed in whole or in part by any other person whose criminal history indicates such person is not of good moral character, or who is not a resident of Colorado.
- (5) Any cooperative association, any of whose officers, directors, or stockholders or members whose criminal histories indicate that such person is not of good moral character.
- (6) A person under twenty-one years of age;
- (7) A person licensed pursuant to this article who, during a period of licensure, or who, at the time of application, has failed to:
 - (A) Provide surety bond or file any tax return with a taxing agency,
 - (B) Pay any taxes interest, or penalties due,
 - (C) Pay any judgments due to a government agency,

- (D) Stay out of default on a government issued student loan,
- (E) Pay child support, or
- (F) Remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgments owed to a government agency; or an outstanding delinquency for child support;

(8) A person who has discharged a sentence for a conviction of a felony in the five years immediately preceding the application date; or who has discharged a sentence for a conviction of a felony pursuant to any state or federal law regarding the possession, distribution, manufacturing, cultivation, or use of a controlled substance in the ten years immediately preceding his or her application date or five years from May 28, 2013, whichever is longer; except that the Authority may grant a license to a person if the person has a state felony conviction based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offense on the date he or she applied for licensure;

(9) A person who employs another person at a marijuana facility who has not passed a criminal history record check;

(10) A sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee of the state licensing authority or a local licensing authority;

(12) A person for a license for a location that is currently licensed as a retail food establishment or wholesale food establishment; or

(13) A person who has not been a resident of Colorado for at least two years prior to the date of the person's application.

(b) In making a determination as to good moral character or when considering the conviction of a crime, the Authority shall be governed by the provisions of C.R.S. § 24-5-101 and the definition of Good Cause contained within this Article.

14-232. Issuance or denial of license.

(a) In determining whether to issue a license under this section the Authority may consider the following:

- (1) Whether the application is complete and signed by the applicant;
- (2) Whether the applicant has paid the application fee;
- (3) Whether the application complies with all the requirements of this article;
- (4) Whether the application contains any material misrepresentations;
- (5) Whether the proposed retail marijuana business complies with applicable zoning regulations. The city council shall make specific findings of fact with respect to whether the building in which the proposed retail marijuana business will be located conforms to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City;
- (6) The facts and evidence adduced as a result of its investigation;

- (7) Any other facts pertinent to the type of license for which application has been made, including the number, type and availability of retail marijuana outlets located in or near the premises under consideration; and
- (8) In the case of an application for a second license, after considering the effect on competition of granting or denying the additional license, that the issuance of a second license will not have the effect of restraining competition.
- (b) The Authority shall deny the license application if the application fails for good cause as defined in C.R.S. § 12-43.4-305(1).
- (c) The Authority may impose reasonable conditions upon any license issued pursuant to this article.
- (d) Reserved.
- (e) Within thirty days after the public hearing or completion of the application investigation, the city shall issue its decision approving or denying the application. The decision shall be in writing, shall state the reasons for the decision, and a copy of the decision shall be mailed by certified mail to the applicant at the address shown on the application.
- (f) The City shall not issue a license until the building in which the business to be conducted is ready for occupancy and has been inspected for compliance with the architect's drawing and the plot plan and detailed sketch for the interior of the building submitted with the application.
- (g) After approval, the city shall notify the state licensing authority of such approval.

14-233. Contents and display of license.

The licensee shall post the license in a conspicuous location at the retail marijuana business. A marijuana business license shall contain the following information:

- (a) The name of the licensee;
- (b) The date of issuance of the license;
- (c) The street address at which the licensee is authorized to operate the retail marijuana business;
- (d) Any conditions of approval imposed upon the license by the city council;
- (e) The type of license;
- (f) The date of expiration of the license; and
- (g) The license shall be signed by the applicant and the City Clerk.

14-234. Transfer/termination.

A license holder wishing to transfer ownership of the retail marijuana business shall apply for such a transfer on forms prepared and furnished by the state licensing authority, accompanied by a transfer application fee of one thousand five hundred dollars (\$1,500.00) and license fee of one thousand dollars (\$1,000.00). In determining whether to permit a transfer of

ownership, the city shall consider only the provisions of this article, of the Colorado Retail Marijuana Code, and any rules promulgated by the state licensing authority.

14-235. Suspension or revocation.

- (a) A license issued pursuant to this article may be suspended or revoked by the Authority, or the hearings officer appointed by the Authority for the purpose, after a hearing for the following reasons:
 - (1) Fraud, misrepresentation, or a false statement of material fact contained in the permit application;
 - (2) Any violation of city ordinance or state law pertaining to the operation of a retail marijuana business including regulations adopted by the state licensing authority or the possession or distribution of marijuana;
 - (3) A violation of any of the terms and conditions of the license;
 - (4) A violation of any of the provisions of this section.
 - (5) A violation of the criminal code of the United States or of any state that shall constitute a felony, or misdemeanor if committed in the state of Colorado. It shall be at Authority's discretion as to whether a violation of the criminal code shall be cause for disciplinary measures.

- (b) In deciding whether a license should be suspended or revoked, and in deciding whether to impose conditions in the event of a suspension, the Authority, or the hearings officer appointed by the Authority, shall consider:
 - (1) The nature and severity of the violation;
 - (2) Corrective action, if any, taken by the licensee;
 - (3) Prior violation(s), if any, by the licensee;
 - (4) The likelihood of recurrence of the violation;
 - (5) The circumstances of the violation;
 - (6) Whether the violation was willful; and
 - (7) Previous sanctions, if any, imposed on the licensee.

- (c) The provisions of the Colorado Retail Marijuana Code shall govern proceedings for the suspension or revocation of a license issued. The Authority may adopt its own codes or ordinances governing the proceedings for the suspension or revocation of license issued under this article.

- (d) The Authority or the hearings officer appointed by the Authority may impose a fine in lieu of a suspension in accordance with the provisions of C.R.S. § 12-43.4-601(3).

14-236. Change of location.

- (a) A licensee may move his or her permanent location to another location in the city, but it shall be unlawful to cultivate, manufacture, distribute, or sell retail marijuana at any such place until permission to do so is granted by the city and the state licensing authority.
- (b) In permitting a change of location, the city shall consider all reasonable restrictions that are or may be placed on the new location and any such new location shall comply with all requirements of this article, the Colorado Retail Marijuana Code, and rules promulgated by the state licensing authority.
- (c) The City shall not authorize a change of location until the applicant produces a license issued and granted by the state licensing authority covering the period for which the change of location is sought.
- (d) The application for a change in location must be accompanied by a non-refundable fee of one thousand five hundred dollars (\$1,500.00).

14-237. Operational requirements.

Retail marijuana businesses shall comply with the following operational requirements:

- (a) Retail marijuana facilities shall operate only during the hours of 8:00 a.m. to 7:00 p.m.
- (b) Retail marijuana businesses shall provide adequate security on the business premises, which shall include the following:
 - (1) Twenty-four-hour security surveillance cameras to facilitate the investigation of crimes and to include video and audio capabilities, with a redundant power supply and circuitry to monitor entrances/exits and parking lots along with the interior and exterior of the premises. Copies of all security audio or video should be retained as set forth in the Colorado Retail Marijuana Enforcement Division Rules, Security Requirements. The business owner may, but shall not be required to, provide segments of surveillance footage upon request to law enforcement officers investigating crimes committed against the business or its patients. The business owner shall not be required to produce surveillance footage disclosing the identity of business patients and may edit surveillance footage to protect patient privacy. The resolution of these color cameras will be of sufficient quality to allow for the identification of the subject's facial features, in all lighting conditions, in the event of a crime.
 - (2) A burglar alarm system that is professionally monitored and maintained in good working order.
 - (3) A locking safe permanently affixed to the premises suitable for storage of the centers' inventory and cash; all to be stored during non-business hours; live plants being cultivated shall not be deemed inventory requiring storage in a locked safe.
 - (4) Exterior lighting that illuminates the exterior walls of the business.
- (c) No firearms, knives, or other weapons shall be permitted in a marijuana center except those carried by sworn peace officers, employees, owners, or managers of such facilities.

- (d) Marijuana shall not be consumed or used on the premises of a marijuana business and it shall be unlawful for a retail marijuana licensee to allow marijuana to be consumed on its premises.
- (e) Marijuana businesses shall comply with the provisions of Article XVIII, Section 16 of the Colorado Constitution and with any other relevant Colorado statute or administrative regulation. The operator of a marijuana business shall provide evidence of said compliance and shall permit the inspection of the premises upon request of any sworn peace officer in the employ of the city of Trinidad Police Department.

14-238. Distance requirements.

All retail marijuana businesses shall be at least one thousand feet from any school, as defined in Section 14-201 of Article 11. Distance shall be computed using a route of direct pedestrian access from the nearest property line of the land used for the protected activity to the nearest portion of the building in which marijuana is sold.

14-239. Zoning; Dual Operations.

All marijuana businesses shall be located only in those zoning districts designated for marijuana businesses and shall not be allowed within any residentially zoned areas nor be allowed as a home occupation.

(a) Retail Marijuana Stores; Dual Operations.

- (1) Retail Marijuana Stores are defined as set forth in C.R.S. Section 12-43.4-103(20) "Retail Marijuana Store" now in effect or as may be amended from time to time. Marijuana stores shall only be allowed in the Community Commercial, Historic Preservation, or Industrial zone district, and only after issuance of a Conditional Use Permit has been granted.
- (2) All marijuana businesses shall meet the distance requirements set forth in this Article.
- (3) All marijuana stores shall comply with all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of marijuana stores, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.
- (4) Only those Medical Marijuana businesses that have been issued a license or are eligible for issuance of a license on or before April 22, 2015 by the City pursuant to Article 12 of this Chapter and by the State pursuant to the Colorado Medical Marijuana Code, whether for a medical marijuana center, optional premises cultivation operation, or medical marijuana-infused products manufacturer, or any combination thereof, each as defined in the Colorado Medical Marijuana Code, may share its existing location with a licensed marijuana store or change the license type to retail in accordance with state law,

provided, however, that if such licensed medical marijuana business shall have any sign that fails to conform to any requirement or limitation of this Code concerning signs, such sign shall be brought into compliance with such requirement or limitation before a City license may be issued.

(b) Marijuana Testing Facilities, Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities not licensed as of April 22, 2015, shall only be allowed in the **Industrial zone district, and only after issuance of a Conditional Use Permit has been granted.** All marijuana facilities shall comply with all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of marijuana stores, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code and shall meet the distance requirements set forth in this Article.

14-240. Signage and Advertising.

- (a) Any person or premises licensed as a medical marijuana center shall comply with all City ordinances regulating signs and advertising. In addition, no licensed marijuana business shall use any advertising material that is misleading, deceptive, or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated, is designed to appeal to minors.
- (b) Except as otherwise provided in this Section, it shall be unlawful for any person licensed under this article or any other person to advertise any marijuana business anywhere in the City where the advertisement is visible to members of the public from any street, sidewalk, park or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device; any sign mounted on a vehicle, any hand-held or portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this paragraph (b) shall not apply to:
- (1) Any sign located on the same lot as a marijuana business which exists solely for the purpose of identifying the location of the marijuana business and which otherwise complies with the City's sign code and any other applicable City laws and regulations; or
 - (2) Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the City; or
 - (3) Advertising which is purely incidental to sponsorship of a charitable event by a marijuana business.

- (d) For purposes of this Section, the terms “advertise,” “advertising” or “advertisement” means the act of drawing the public’s attention to a marijuana business in order to promote the sale of marijuana.
- (e) In advertising the business location through signage, in addition to all regulations set forth in the City of Trinidad sign code, the following shall apply:
 - (1) No neon lighting shall be allowed;
 - (2) No flags or other displays shall be allowed;
 - (3) The aesthetic façade and exterior of the business must compliment the surrounding neighborhood;
 - (4) All signage must be discrete in nature.

14-241. Penalty.

Any person who violates any of the provisions of this Section 14 Article 12 is guilty of a misdemeanor and punishable by a fine of up to five hundred dollars and a jail sentence of up to one year or both a fine and jail sentence as set forth in Trinidad City Code Chapter 1, Section 1-8 now in effect or as may be amended from time to time.

Every day that a violation of this section and article continues shall be deemed a separate violation.

14-242. No waiver of governmental immunity.

In adopting this ordinance, the City Council is relying on and does not waiver or intend to waive by any provision of this ordinance, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-140-101, et. seq. C.R.S., as from time to time amended, or any other limitations, right, immunity, or protection otherwise available to the City, its officers or its employees.

14-243. No City liability.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations. The licensee shall execute a written instrument confirming the provisions of this section.

14-244. Indemnification of City.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana dispensary that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The Local Licensing Authority may require a licensee to execute a written installment confirming the provisions of this Section.

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

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 5. The repeal or modification of any provision of the Code of Ordinances of the City of Trinidad, Colorado, by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose or sustaining any and all proper actions, suits, proceeding and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 6. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

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

EXHIBIT TO ORDINANCE NO.

**CITY OF TRINIDAD RETAIL MARIJUANA FEES
JUNE, 2014**

Application Fee (Non-Refundable)	\$2,500.00
Transfer of Ownership Application Fee (Non-Refundable)	\$1,500.00
Change of Location Fee (Non-Refundable)	\$1,500.00
License Fee	\$1,000.00

Application fees and License Fees are due at the time of application.
Renewal applications shall be accompanied by the License Fee.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 13, 2014
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 2



SUBJECT: Discussion regarding naming the North Lake Dam Project in honor of retired Utilities Superintendent James Fernandez

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Discuss the formalized naming policy and its application to this request. Circulate the required petition to begin the formal process.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: There may be some expenses after the process of naming the facility has been completed, perhaps with a dedication gathering and plaque.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: Alternative language could be identified for inclusion on the petition face.

BACKGROUND INFORMATION:

- Some time ago Councilmember Bolton suggested the North Lake Dam Project be named in honor of retired Utilities Superintendent James Fernandez.
- On July 16, 2013, a policy for the naming of public property was adopted by resolution.
- The official naming of the dam would fall under the guidelines of the adopted policy.
- A petition form has been created for this purpose and is included, as is the official policy.



PETITION FOR THE NAMING OF PUBLIC PROPERTY

In accordance with the procedure established by the City Council of the City of Trinidad, Colorado, the undersigned hereby petition the Naming Committee to recommend the naming of the North Lake Dam as the James A. Fernandez North Lake Dam. In support of this petition, each of the undersigned affirms and states:

- (1) That he/she resides in the City of Trinidad (at time of signature).
- (2) That the reasons for the proposed name are as follows:

"In honor of James A. Fernandez, a dedicated employee of the City of Trinidad for 40 years who retired as Utilities Superintendent in 2013. The North Lake Dam will be an enduring tribute to his devotion to the community served by this precious commodity that the dam serves to protect. "

- (3) That there is community support for the proposed name as illustrated by the signatures below.

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RESOLUTION NO. 1416

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, ADOPTING A
POLICY FOR THE NAMING OF PUBLIC PROPERTY

WHEREAS, the City of Trinidad, Colorado, recognizes the need for a comprehensive policy to facilitate requests made to name public buildings, parks and other public facilities; and

WHEREAS, it is prudent to have specific criteria and guidelines to consider when naming such public property to promote thoughtful consideration and appropriate public input.

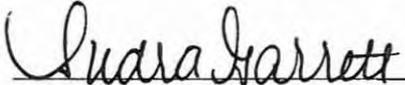
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO:

The City of Trinidad hereby adopts the Policy for Naming Public Property attached and incorporated herein by reference dated and effective upon approval of this Resolution.

INTRODUCED, READ, AND ADOPTED this 16th day of July, 2013.


BERNADETTE BACA GONZALEZ,
Mayor

ATTEST:


AUDRA GARRETT, City Clerk

CITY OF TRINIDAD POLICY AND PROCEDURE

POLICY FOR NAMING PUBLIC PROPERTY

Effective: July 16, 2013

CONTENTS:

Article 1.	Policy.
Article 2.	Purpose.
Article 3.	Definitions.
Article 4.	Principles and Guidelines.
Article 5.	Standard Procedure for Naming Public Buildings, Public Parks, and Public Facilities.
Article 6.	Specialized Procedure for Citizen-Initiated Proposals.
Article 7.	Specialized Procedure for Proposals Associated with Substantial Donations.
Article 8.	Sample Petition to the Naming Committee.

ARTICLE 1. POLICY.

It is the policy of the City of Trinidad that Public Buildings, Public Parks, and Public Facilities shall only be named or renamed by resolution after a public hearing. The City shall consider naming requests that are based upon the subject's general location; an historical event, figure, or landmark; an exceptional individual or entity that has been influential in the cultural, political, economic, or social life of the community; or in recognition of an individual or entity that has made a Substantial Donation for the Public Building, Public Park, or Public Facility to be named. The naming or renaming of Public Buildings, Public Parks, and Public Facilities shall comply with the guidelines and procedures set forth in this policy.

ARTICLE 2. PURPOSE.

The policy and procedures set forth herein are intended to guide the following: (i) any individual or entity requesting that a Public Park, Public Building, or Public Facility be named or renamed; (ii) any individual or entity seeking recognition for a Substantial Donation; (iii) City Council members who shall hold public hearings and vote on resolutions associated with the names of Public Parks, Public Buildings, and Public Facilities; (iv) Naming Committee members; and (iv) the City's administrative personnel.

ARTICLE 3. DEFINITIONS.

- (1) "Naming Committee" shall mean the Planning, Zoning and Variance Commission. A majority of the membership of the Naming Committee shall constitute a quorum.
- (2) "Public Amenity" shall mean a smaller furnishing or minor component of a Public Building, Public Park, Public Facility, or other property owned or managed by the City, including, without limitation, a bench, a table, or a small fountain. Public Amenities are not formally named. Public Amenities may include property developed or owned in collaboration with Las Animas County or other public institutions, such as schools.

- (3) "Public Building" shall mean a City-owned or managed structure with a roof and walls. Public Buildings may include property developed or owned in collaboration with Las Animas County or other public institutions, such as schools.
- (4) "Public Facility" shall mean a major, permanent component of a Public Building, Public Park, or other property owned or managed by the City, including, without limitation, a ball field, a swimming pool, a tennis court, a playground, a large fountain, a physical feature (e.g., a lake or pond), a street, and artwork. The naming or renaming of rooms within Public Buildings shall comply with procedures set forth herein for Public Facilities.
- (5) "Public Park" shall mean a traditionally designed park, a specialized park (e.g., skate park), an urban park, an open space, an historical site, a golf course, or any trail that is owned or managed by the City.
- (6) "Resident" shall mean a citizen whose primary residence is/was located in the City of Trinidad and/or Las Animas County or a citizen who maintained a business in the City of Trinidad and/or Las Animas County.
- (7) "Substantial Donation" shall mean a bequest of uncommon magnitude and generosity. As a guideline, but not a limitation, the threshold for naming rights on Public Buildings, Public Parks, and Public Facilities should include one or more of the following: (i) deeding to the City most, if not all, of the land on which the Public Building, Public Park, or Public Facility to be named will be situated; (ii) a financial contribution equivalent to fifty percent (50%) or more of the capital costs of constructing the Public Building, Public Park, or Public Facility to be named; (iii) a long-term endowment for the repair and maintenance of the Public Building, Public Park, or Public Facility to be named; or (iv) the provision of significant program costs for a Public Building, Public Park, or Public Facility that will serve City needs.

ARTICLE 4. PRINCIPLES AND GUIDELINES.

§ 4-1. General Principles.

A name establishes a powerful and enduring identity for Public Buildings, Public Parks, and Public Facilities located within the City's jurisdiction. The names of such public places should tell the important stories of Trinidad's history. Consequently, the process for naming or renaming public places shall be carefully and thoughtfully undertaken. In considering any proposal to name or rename a Public Building, Public Park, or Public Facility, the following questions should be considered:

- (1) Will the name have historical, cultural, or social significance for generations to come?
- (2) Will the name engender a strong and positive image?
- (3) Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community or the nation?
- (4) Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?
- (5) Will the name be identified with some major achievement or the advancement of the public good within the community?

- (6) Will the name be particularly suitable for the Public Building, Public Park, or Public Facility based upon its location or history?
- (7) Will the name have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the Public Building, Public Park, or Public Facility?
- (8) Will a naming proposal, as determined by the governing body or bodies, that accompanies a Substantial Donation from an entity, such as a corporation, result in undue commercialization, branding or product promotion that deteriorates the character of the Public Building, Public Park, or Public Facility?

§ 4-2. Categories of Consideration.

Proposals to name or rename a Public Building, Public Park, or Public Facility should generally fall within one of the following four categories:

- (1) General location. The names of surrounding streets, neighborhoods, geographical areas, or topographical features shall be recognized as adequate bases for the names of Public Buildings, Public Parks, and Public Facilities.
- (2) Historical events, figures, or landmarks. When a Public Building, Public Park, or Public Facility is located near or otherwise associated with an event, figure, or landmark of historical significance, it is appropriate to consider naming such public place after such event, figure, or landmark. The relationship of the Public Building, Public Park, or Public Facility to the historical event, figure, or landmark should be demonstrated through research and documentation.
- (3) Exceptional individuals or entities. A desire to recognize an exceptional individual or entity that has been influential in the cultural, political, economic, or social life of the City may occasionally result in a proposal to name or rename a Public Building, Public Park, or Public Facility.
- (4) Substantial Donations. The City benefits from a legacy of community generosity. Trinidad residents, businesses, and foundations have frequently given gifts of their time and skills, their resources and products, and their money. There are occasions when, upon the request of the donor, another party, or the City itself, a Substantial Donation may be acknowledged by permanent naming.

§ 4-3. Renaming Public Buildings, Public Parks, and Public Facilities.

Proposals to *rename* a Public Building, Public Park, or Public Facility, whether for a Substantial Donation or in response to a community request, are not encouraged and should be entertained only after fully investigating and considering the potential impact of abandoning the current name. The City has limited public resources for changing names on signs, maps, and literature, and excessive naming of public places can become confusing to the public. Therefore, names that have become ingrained or widely accepted in the City should not be abandoned unless there are compelling reasons and strong public sentiment for doing so.

§ 4-4. Proposals to Name or Rename After Exceptional Individuals.

The following guidelines shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility after an exceptional individual:

- (1) Time. The naming of a Public Building, Public Park, or Public Facility after an individual is encouraged only for an individual who is deceased. Typically, such naming should not occur until the individual has been deceased and the individual's significance and good reputation have been secured in the history and lore of the City. The person for whom the street or building or site will be named must have resided in the community with an exception for a person of state or national prominence. Exceptions for the naming of a Public Building, Public Park, or Public Facility for a living individual may occur as described in § 4-5 herein regarding Substantial Donations.
- (2) Priority. Priority for naming a Public Building, Public Park, or Public Facility after an individual should be given in the following order to those who have made significant and enduring contributions (i) to the City, (ii) to the State of Colorado, (iii) to the nation, or (iv) to the world. Naming a Public Building, Public Park, or Public Facility after a national or international figure should be rare and only upon a substantial demonstration of the figure's connection to or special importance in the Trinidad community. The burden of proof of the exceptional individual's significance and contributions shall be the responsibility of the administrator (City).
- (3) Tragic events. The naming of a Public Building, Public Park, or Public Facility after an individual or group of individuals who perish in or survive a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on Public Parks or Public Facilities that are more known for their serene and contemplative nature rather than active recreational locations, such as playing fields and recreation centers. Emphasis should be placed on the contributions or heroic actions of these individuals during their lifetime, rather than the circumstances of their death or survivorship.

§ 4-5. Proposals Associated with Substantial Donations.

Typically, a donation to the City should be a reward unto itself. On a rare occasion, a donation will be made to the City that is of such magnitude and generosity that the naming of a Public Building, Public Park, or Public Facility in honor of or at the request of the benefactor will be considered. However, the following guidelines shall apply:

- (1) Naming for Individuals. Individual benefactors seeking naming rights for Public Buildings or Public Parks will be encouraged to follow the guidelines in § 4-4 herein. An exception will be considered on its own merits. A Public Facility that has been donated or refurbished may be named for a living individual provided that said individual is of good reputation and character. Any contract that accompanies a Substantial Donation should address all conditions applying to naming rights, including, without limitation, time limits. As noted in § 4-3, the *renaming* of any existing Public Building, Public Park, or Public Facility is discouraged even when associated with a Substantial Donation.
- (2) Naming for Entities. A corporation, association, and other legally created entity making a Substantial Donation may request that the name of that entity be associated with the name of the Public Building, Public Park, or Public Facility that is the subject of the donation. Each request shall be evaluated on its own merits and shall require public input. In making a recommendation for a corporate name, the reputation of the company and community support should be considerations. No corporate logos, brands, insignias, or direct advertising text may be used as part of any name association or naming. As noted in § 4-3,

the *renaming* of any existing Public Building, Public Park, or Public Facility is discouraged even when associated with a Substantial Donation.

- (3) The City shall reserve the right to rename any Public Building, Public Park, or Public Facility if the entity after which it is named is subsequently found, by a preponderance of evidence, to be of immoral character or to have acted in a disreputable, harmful, unethical or unlawful manner.

§ 4-6. Other Considerations.

- (1) Duplication. The same name shall not be given to more than one Public Building, Public Park, or Public Facility.
- (2) Subdivision. Typically, a Public Building, Public Park, or Public Facility should not be subdivided for the purposes of naming unless there are readily-identifiable physical divisions (roads, waterways, etc.) and other compelling reasons for having more than one name for such public place. This limitation on subdivision should not prohibit the grant of a different name for a Public Building, Public Facility, or a public trail located within or near a Public Park. However, care should be taken in granting a name to a Public Building, Public Facility, or public trail that is different from the name of the Public Park so that confusion is not caused for the users of said differently-named facilities.
- (3) Short-term use. A Public Building, Public Park, or Public Facility that is held by the City through a short-term lease or use agreement, or an improvement that has a limited life span or occupancy, should not be named.
- (4) Signage. All signage associated with naming rights shall be subject to review by the City Council and shall adhere to the sign standards set forth in Chapter 14, Article 4, Division 13, of the Trinidad City Code. New or replacement signage shall be the financial responsibility of the administrator (City).

ARTICLE 5. STANDARD PROCEDURE FOR NAMING PUBLIC BUILDINGS, PUBLIC PARKS, AND PUBLIC FACILITIES.

- (1) Notice by posting. Upon a determination that a Public Building, Public Park, or Public Facility is available to be named, the City Manager shall advise (i) the Naming Committee (defined in Article 3 herein), and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named for at least thirty (30) days. The notice shall include the following:
 - (a) A statement that names may be submitted and the procedure for doing so.
 - (b) The date by which proposals must be submitted.
 - (c) A description of the information that shall be included in the proposal, including the name and telephone number of the individual to be contacted in regard to the proposal and a statement that all proposals shall include a petition satisfying the following criteria:
 - (i) The petition shall include a statement setting forth the rationale and basis for petitioner's support of the proposed name.

(ii) The petition shall contain a description and/or map depiction of the boundaries of the Public Building, Public Park, or Public Facility to be named.

(iii) The petition shall be signed by at least one hundred (100) individuals, and shall include the name, address, and telephone number of each individual. The petition may only be signed by individuals residing in the City.

(d) A statement that additional information may be obtained from the City Clerk, accompanied by the City Clerk's physical address and telephone number.

- (2) Submission of proposals to Naming Committee. All proposals received in response to a notice, and proposals received from the Mayor or a Council Member (which shall not be subject to the petition requirements set forth in § 5-1(1)(c) herein), shall be submitted to the Naming Committee.
- (3) Naming Committee action. The Naming Committee shall notify the contact person for each proposal of the date, time, and location of the Naming Committee meeting at which the naming of the Public Building, Public Park, or Public Facility shall be considered. At said meeting, the Naming Committee shall select at least three qualified proposals from those submitted, or the total number of qualified proposals submitted if three or less, for recommendation to the City Council. The Naming Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Naming Committee is necessary for recommendation of the proposed names to the City Council.
- (4) Naming Policy. Upon selection of a proposed name for recommendation to the City Council, the Naming Committee shall request a resolution for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Resolution"). The Naming Resolution shall thereafter be sent to the City Council and public comment shall be considered prior to any vote.

ARTICLE 6. SPECIALIZED PROCEDURE FOR CITIZEN-INITIATED PROPOSALS.

The following specialized procedure shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility that are initiated by a resident individual or entity:

- (1) Petitioner's Process. Any resident individual or entity seeking to name or rename a Public Building, Public Park, or Public Facility must compile a petition and make a presentation to the Naming Committee. The petitioner should refer to Article 4 of this policy to ensure that the request meets the criteria for proposed names. Details of the process shall include:
 - (a) Written notification of the proposal to the Naming Committee. Such written notification shall include a concise statement (e.g., two or three sentences) setting forth the rationale and basis for the petitioner's support of the proposed name. This concise statement shall be included in a petition form to be prepared by the City Clerk. The petition form shall become available via U.S. mail, e-mail, or personal retrieval at the following address:

City Clerk
City of Trinidad
135 North Animas Street
P.O. Box 880
Trinidad, CO 81082
(719) 846-9843

(b) A formal filing of the petitions with the City Clerk at the above address as soon as necessary signatures have been gathered. The following criteria for the petition must be met:

(i) The petition shall include a concise statement setting forth the rationale and basis for petitioner's support of the proposed name.

(ii) The petition shall contain a description and/or map depiction of the boundaries of the Public Building, Public Park, or Public Facility to be named.

(iii) The petition shall be signed by at least one hundred (100) individuals, and shall include the name, address, and telephone number of each individual. The petition may only be signed by individuals residing in the City.

(vi) The petitioner shall file the petition with the City Clerk within ninety (90) days of receipt of the forms, unless the City Manager grants in writing additional time for submitting the completed petition.

(c) A formal request to the City Manager that the proposal be placed on the agenda for the next possible Naming Committee meeting.

(d) A formal presentation to the Naming Committee of the naming or renaming proposal.

(2) Naming Committee action. Within forty-five (45) days after a completed petition is filed, the Naming Committee shall determine whether or not to recommend the proposed new name to the City Council. The Naming Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Naming Committee is necessary to recommend approval of a new name.

(3) Notice by posting. If the Naming Committee approves a proposal, the Naming Committee shall advise (i) the City Manager and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named or renamed. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named or renamed for at least thirty (30) days. The notice shall advise the public of the proposed new name, and the date, time, and location of the City Council meetings at which the naming or renaming of the Public Building, Public Park, or Public Facility shall be considered.

(4) Naming Policy. If the Naming Committee approves a proposal, the Naming Committee shall also request a resolution for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Resolution"). The Naming Resolution shall thereafter be sent to the City Council for introduction ("First Reading") and a vote ("Second Reading"). However, in no event shall the Second Reading occur prior to the thirty (30) day notice requirement set forth in

Paragraph (3). Additionally, in accordance with § 5.6(d) of the City's Home Rule Charter, a public hearing shall be held prior to any vote. The petitioner shall be responsible for coordinating speakers for the public hearing.

ARTICLE 7. SPECIALIZED PROCEDURE FOR PROPOSALS ASSOCIATED WITH SUBSTANTIAL DONATIONS.

The following procedure shall apply to proposals to name or rename a Public Building, Public Park, or Public Facility that are associated with a Substantial Donation:

- (1) City Manager's proposal. The City Manager shall submit a proposal to the Naming Committee for the naming or renaming of any Public Building, Public Park, or Public Facility that is associated with a Substantial Donation to the City. A petition process is not necessary.
- (2) Naming Committee action. Within forty-five (45) days of receipt of the City Manager's proposal, the Naming Committee shall determine whether or not to recommend the proposed new name to the City Council. The Naming Committee shall not recommend a proposed name to the City Council unless the criteria set forth in Article 4 herein are met. An affirmative vote of a majority of a quorum of the Naming Committee is necessary to recommend approval of a new name.
- (3) Notice by posting. If the Naming Committee approves the City Manager's proposal, the Naming Committee shall advise (i) the City Manager and (ii) the Superintendent or Director of the department responsible for the Public Building, Public Park, or Public Facility to be named or renamed. The Superintendent or Director shall post a notice on or about the Public Building, Public Park, or Public Facility to be named or renamed for at least thirty (30) days. The notice shall advise the public of the proposed new name, and the date, time, and location of the City Council meetings at which the naming or renaming of the Public Building, Public Park, or Public Facility shall be considered.
- (4) Naming Policy. If the Naming Committee approves the City Manager's proposal, the Naming Committee shall also request a resolution for the naming or renaming of the Public Building, Public Park, or Public Facility (the "Naming Resolution"). The Naming Resolution shall thereafter be sent to the City Council for introduction ("First Reading") and a vote ("Second Reading"). However, in no event shall the Second Reading occur prior to the thirty (30) day notice requirement set forth in Paragraph (3). Additionally, in accordance with § 5.6(d) of the City's Home Rule Charter, a public hearing shall be held prior to any vote.

ARTICLE 8. SAMPLE PETITION TO THE NAMING COMMITTEE

In accordance with the procedure established by the City Council of the City of Trinidad, Colorado, the undersigned hereby petition the Naming Committee to recommend the naming of the park bounded by Topeka Avenue to the north, Kansas Avenue to the south, Rosita Avenue to the east, and San Pedro Street to the west "KIT CARSON PARK". In support of this petition, each of the undersigned affirms and states:

- (1) That he/she resides in the City of Trinidad (at time of signature).
- (2) That the reasons for the proposed name are as follows:

"In honor of Christopher Houston Carson, a legend of the West and a prominent figure in the history of the Santa Fe Trail and the Purgatoire River valley. The park will be an enduring tribute to his pioneering spirit."
- (3) That there is community support for the proposed name as illustrated by the signatures below.

Sample Petition

#	NAME	ADDRESS	TELEPHONE NO.	DATE
1				
2				
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4				
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Circulated by: _____ Page 1 of X

This **Policy for Naming Public Property** has been duly adopted in accordance with § 5.2 of the Home Rule Charter for the City of Trinidad, Colorado.

This **Policy for Naming Public Property** is effective this 16th day of July, 2013.

A copy of this **Policy for Naming Public Property** shall remain on file with the City Clerk and shall be available for public inspection.

APPROVED AND ADOPTED:


BERNADETTE BACA GONZALEZ, MAYOR

ATTEST:


AUDRA GARRETT, CITY CLERK

9



Council Communication

City Work Session: May 13, 2014
Prepared: May 9, 2014
Dept. Head Signature: 
of Attachments: 1

CITY OF TRINIDAD, COLORADO
1876

SUBJECT: Memorandum of Understanding for EDA Grant Application

Presenter: Tom Acre, City Manager

Recommended City Council Action: This is for discussion at this time and will be considered at a future regular city council meeting.

Summary Statement: Trinidad Las Animas County Economic Development Corporation (TLACEDC) was recently contacted by representatives of the Southern Colorado Economic Development District (SCEDD) about the availability of a planning grant from the Economic Development Administration (EDA) for counties that have been impacted by coal mine closures. In Colorado, Las Animas County is the only county that is eligible to apply for these funds. This is a competitive national grant; however SCEDD believes we have a good opportunity to receive funds.

TLACEDC and SCEDD have identified three potential projects we are going to request funding. The projects are to complete planning/engineering for completing the Trinidad Industrial Park, consideration of a Regional Recycling Center, and improvements at the airport. Once the planning is complete we believe there is a great opportunity for continued funding to do the required improvements at the Trinidad Industrial Park. Las Animas County would be the lead agency submitting the grant application, with the City and TLACEDC being supporting partners in the grant application and implementation. SCEDD is writing the grant and will administer the grant. EDA requires an MOU between the interested parties to as part of the application process. We believe this is a great opportunity for TLACEDC and Trinidad to get a key project completed. No matching funds are required for this program. The amount of grant funds being sought at this time has not been detailed, however we anticipate it will be approximately \$250,000 for the planning grant.

Expenditure Required: No expenditure is required at this time.

Source of Funds: No applicable.

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Policy Issue: Entering into a multi party agreement to receive grant funds in support of TLACEDC.

Alternative: None, the MOU is required to apply for the grant.

Background Information: See summary statement above.

INTERGOVERNMENTAL AGREEMENT

WHEREAS, Las Animas County, hereinafter referred to as the COUNTY (lead party), the City of Trinidad, hereinafter referred to as the CITY (party), and Trinidad Las Animas County Economic Development Corporation, hereinafter referred to as the TLACEDC (party) desire to enter into an Agreement.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et.seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out an Economic Development Administration (EDA) planning grant application, the purpose of which is to plan for the Industrial Park, Regional Recycling Center and Airport.

NOW Therefore, the parties hereby mutually agree as follows:

1. Designation of Lead Party. Las Animas County shall act as the lead party in developing and carrying out said proposed EDA project.
2. Responsibility of Lead Party. In its capacity of lead party, Las Animas County shall be the lead jurisdiction in making application to the Economic Development Administration, via the Southern Colorado Economic Development District for EDA funds and shall be the grantee for such funds, if awarded. As the grantee of the EDA, it shall be responsible for applicable provisions as required by the Economic Development Administration.
3. Contracting. Las Animas County shall contract with other eligible individuals or entities to carry out any portion of the responsibilities assumed by the County under this Agreement and its grant contract with the Economic Development Administration.
4. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing EDA funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the EDA.
5. Modifications and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.
6. Neither party waives its immunities under the Colorado Governmental Immunity Act. Each party indemnifies, to the extent permitted by law, and will defend the other for all claims, damages and liabilities for acts or omissions resulting in suit as the result of the negligence, breach of this Agreement, or willful or wanton acts of its or its employees or agents.
7. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either of the parties hereto because of any breach hereof or because of any terms, covenants,

agreements or conditions contained herein.

8. No modification or waiver of this agreement or any covenant, condition or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
9. This Agreement and Exhibits embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into either by the County, the City and TLACEDC other than those contained herein.
10. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein, to the extent the remaining Agreement minus offending provisions is consistent with the parties' intent.
11. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and may not be assigned by either party without the prior written consent of the other respective party hereto.
12. Whenever the context shall so require or is conducive thereto, the singular shall include the plural and the plural shall include the singular.
13. It is the intent of the parties that no provision of this Agreement shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of either party within the meaning of a constitutional, home rule Charter or statutory debt limitation, or as pledging or creating a lien on any class or source of COUNTY, CITY, TLACEDC monies.

SIGNED THIS _____ DAY OF _____, 2014

BOARD OF COUNTY COMMISSIONERS
LAS ANIMAS COUNTY, COLORADO

Chairman

CITY OF TRINIDAD

Mayor