



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Tuesday, May 20, 2014 at 7:00 P.M.
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of May 6, 2014
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **COUNCIL REPORTS**
- 5) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
 - a) Consideration of SGM Professional Services Agreement for the Commercial Street Phases I and II Design and Construction Documents
 - b) Grant agreement between the City and the State Board of the Great Outdoors Colorado Trust Fund (GOCO) for the Boulevard Addition Pedestrian Bridge Project
 - c) Approval of Boulevard Addition property acquisition
 - d) Agreement between the City, Las Animas County and Trinidad-Las Animas County Economic Development Corporation for an Economic Development Administration (EDA) grant application
 - e) New Medical Marijuana Center application filed by M & M Distributing, LLC at 422 N. Commercial Street
 - f) New Medical Marijuana Optional Premise Cultivation Operation application filed by M & M Distributing, LLC at 422 N. Commercial Street
- 8) **BILLS**
- 9) **PAYROLL**, May 10, 2014 through May 23, 2014
- 10) **ADJOURNMENT**

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

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, May 6, 2014, at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor Pro-Tem	Bolton, presiding
	Councilmembers	Bonato, Fletcher, Mattie, Miles, Torres
	Mayor	Reorda (entered the meeting at 7:30 p.m.)
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular and Special Meeting of April 15, 2014, and Special Meetings of April 17, 2014 and April 22, 2014. A motion to approve the minutes as presented was made by Councilmember Mattie and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote of Council members present.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Stephen Hamer addressed Council. He stated that this is an historical occasion. He explained that this is the first time in decades where there's been inclusion of those with disabilities. He told Council that it is an honor to sit in an area marked for the disabled in Council Chambers, adding that there's a lot for the City to be commended for. Mr. Hamer reminded that the ADA will be in effect for 24 years in July. However, he said he's not sure how the City is doing about having an ADA Coordinator or Grievance Process yet, but said he'd talk to the City Attorney about it. He said that disabilities are a real problem in the City. It is difficult for those who are disabled to get around. He said he likes to sit at tables along the street to eat, but the chairs are starting to encroach on the path of travel. He encouraged Council to consider an ordinance that stipulates that there be at least a 36 inch path. It is important to keep the pathway clear for ADA mobility. Currently the tables get moved into the path of travel. It forces the disabled into the street and then they have police contact. He clarified that he is not opposed to tables and chairs on the sidewalk, but the bricked area between the sidewalk and the curb is not considered the sidewalk per the ADA. It is an amenity zone and is not to be used for accessibility. He suggested the tables be moved to that area to keep the path of travel. He reiterated his encouragement that the City do that because it is an ever-present problem when the weather is nice. He added that he was told there will be a hand-held microphone available and said people's willingness to do the right thing struck him. He thanked Council and the City for striving to do the right thing. Mr. Hamer concluded, noting the presence of other disabled individuals in his accompaniment that the disabled community was well represented and in the future there will probably be more attending because they are able to participate. He reiterated his appreciation. Mayor Pro-Tem Bolton told Mr. Hamer that she's sure he will find this as a topic on an upcoming work session.

Tom Murphy addressed Council. He stated that it seems clear that a while back the Mayor abrogated his thrown. He asked when that decision was made. Mr. Murphy said one of the things they fought for many years for is decisions to be made in public. Pueblo is going through the same thing with its City Council. Council needs to decide to conduct government in private or in public where he needs to be done. He said the people want a government that is responsible and represent them, not one that goes behind closed doors and decides the public is not worthy or one that is trying to cover up something legally. There has been discussion about the one-cent sales tax. The City's financial plan was for six months to do nothing. At one meeting City Manager Acre told the Mayor they'd just hold off on Capital Improvement. He said that's not what the money is for. It is not there to make the City's financial statements look better six months later because you haven't done anything. It was also discussed using Capital Improvement money for the railroad. Mr. Murphy said it is also not there for the railroad. Then the City Manager showed up at the Tourism Board meeting recently and was trying to get money for the railroad. That's not what that money is for either. People will vote on this soon. Council needs to decide if they are going to be a government that conducts business in the open or keep things behind closed doors. The public has the power to decide whether or not they will approve the sales tax. If the money is not used for what it is supposed to be used for, then he said he imagines a few people will start raising their voices and say no. He told Council to start conducting business in the open and maybe the public will give them the shot at that one-cent sales tax. Mr. Murphy told Mr. Hamer and those in his accompaniment that former City Manager Ed Gil de Rubio had a plan for all of Main Street to be done, the money was set aside. He said he doesn't know what happened to it and suggested maybe it was absorbed. It was supposed to have already been done. He apologized, explaining that they got rid of the City Manager that was going to get things done and we are still left with it undone.

Steve Bolton addressed Council and said his comments are a follow up to Mr. Murphy's comments. Mr. Bolton said the Mayor acted irresponsibly at the meeting on April 1st. The Mayor broke about every code of conduct imaginable. The next day he said he understands the Mayor proceeded to break some State and Federal laws. He noted that he didn't want to talk about Mayor Reorda behind his back and wished he was here tonight. Mr. Bolton continued that Council went into executive session a couple days later and when they went in Mayor Reorda was Mayor, but when they came out Mayor Pro-Tem Bolton was the Mayor. He suggested that because of the Mayor's transgressions Council chastised him in the executive session; they sanctioned him. Mr. Bolton said he asked Mayor Pro-Tem Bolton about it and her answer was that they did it/acted under counsel's advisement. Mr. Bolton said he has read everything he could on protocol on this sort of thing and found nothing where Council can go into a room and decide who the Mayor will be. He said they basically wiped out a Mayoral election. He asked under what law or provision Council was allowed to do that. City Attorney Downs responded that he understands his question and Mr. Murphy's point. He stated that at the executive session held on April 15, 2014, there were no decisions made. He said he can't go into the context of the executive session because of attorney/client confidentiality, however. Participating in the executive session were two CIRSA lawyers, Marni Nathan and Tami Tanoue. They participated the entire time. He reiterated that no decisions were made by Council regarding what he referred to. He explained that what has happened is not abrogation of the thrown. It was a result of him and City Manager Acre conferring

with individual members of Council. He said they conferred one on one and then he proposed a course of action. What was done was done temporarily on the advice of counsel and his individual counseling. Mr. Bolton reiterated that they entered the executive session and Mayor Reorda was Mayor but came out and Mayor Pro-Tem Bolton was Mayor. There was a decision made in there. Somebody made a decision. Mayor Pro-Tem Bolton wouldn't have come out of that room and started conducting the meeting unless someone told her to do so. Something went on in there and he said it is illegal. He asked that they think of the ramifications of this. Any Council can go into the conference room and say someone is no longer Mayor, appoint another Mayor and not one word is said to the public about what transpired. Councilmember Miles recalled that he stated that Mayor Pro-Tem Bolton reported to him that Council acted on the advice of counsel. She argued that Council took no action in that meeting. She told Mr. Bolton that if they ever take action in executive session he would be the first to hear about it from her. She added that they cannot control what the Mayor may choose or not choose to do. There was no action of Council taken. Mr. Bolton asked why someone didn't come out and say something if everything was above board, or the Mayor or City Attorney make a statement. He explained that it was confusing. Mr. Murphy addressed Council that night and didn't know who to address as the Mayor with Mayor Pro-Tem Bolton running the meeting but Mayor Reorda sitting in his chair. He added that the Charter clearly states that the Mayor shall run meetings. Only in his absence will the Mayor Pro-Tem run the meetings. The public is owed an explanation for what happened. Councilmember Torres stated that Mayor Reorda was stressed out that evening and handed the gavel over to the Mayor Pro-Tem and asked her to take over. Mayor Pro-Tem Bolton said that is correct. Mr. Bolton said the audience didn't know anything about it. He asked if they didn't think the public was owed that explanation. Councilmember Miles stated they didn't know how long he would pass the gavel, one or two nights. Mayor Reorda decided that. Council imposed no sanctions. City Attorney Downs further stated that the Mayor's status has not changed at all other than Mayor Pro-Tem Bolton has been presiding over the meetings and is doing so temporarily. He agreed that the Charter has that requirement and said that they are not contemplating that his passing the gavel will be happening very long. It was not decided when Council came out of executive session that was going to happen. He said he suggested that was a course of action that he was recommending prior to going into the meeting. He said as he remembers it was everyone's understanding that Mayor Pro-Tem Bolton was going to be the presiding officer. It was not decided in executive session what was going to happen. He reiterated that the CIRSA lawyers were there to advise. Mr. Bolton told Council to open up. He said they can find any excuse to go into executive session and talk about anything they want and not notify the public about it. He said that is wrong and they need to stop doing it. Councilmember Mattie said the Mayor passing the gavel was not an act of Council. It was something the Mayor chose to do himself. He reminded that some of the sitting Council members were sworn in on January 7th and that he had previously occupied the seat next to the Mayor. The Mayor asked that he move his seat so Mayor Pro-Tem Bolton could sit next to him in the event he chose to relinquish control of the meeting to allow him to make a motion and it would be simpler to do so with her sitting next to him. This was something the Mayor was thinking of and had in mind in January and not anything that occurred in April. It was a stressful night for him. By his own choice he relinquished control of the meeting to continue with business at hand. He concluded that it is difficult to talk about this issue with the Mayor being absent. Mayor Pro-Tem Bolton told Mr. Bolton that his point is well taken. Councilmember Miles stressed in closing that nothing was decided behind closed doors. It was a voluntary act by someone who she suggested he should ask. Mr. Bolton responded that the public should have been told because that was what it looked like. Councilmember Mattie agreed that they could have probably eliminated a lot of concern had they done that.

COUNCIL REPORTS. Councilmember Mattie stated that he has heard concerns from citizens about the condition of Cimino Park – the lawn is in bad shape. He suggested the Parks Department needs to address it in light of the upcoming Ludlow events and the Rural Philanthropy Days in September. He added that the City needs to put its best foot forward. City Manager Acre advised that he has spoken to the Parks Superintendent about the matter already. Councilmember Mattie said he has also had interest from people in Council holding the 'meet and greets' again at the college. He said more than one person has asked him about it. City Manager Acre suggested they agree to a lunch time to hold one in a couple of weeks.

Councilmember Fletcher said she attended the recent Parks & Recreation Advisory Committee meeting. They are going forward with their work on the Master Plan and are looking toward completing it. They are also getting on their way with some action items.

Councilmember Miles reported that she and Councilmember Fletcher attended an ARPA Board meeting since the last special meeting and will be attending two more in the next two weeks. They are working on the approval and enforcement of the January mediation. She also reported on the activity taking place at Trinidad-Las Animas County Economic Development. She said they have an offer on space at the Industrial Park and have countered the offer with something higher in the City's interest. They are awaiting a response.

Councilmember Torres had nothing to report.

Councilmember Bonato said he wanted to talk about water. He reminded when he was first elected eight or nine years ago he was worried about water and continues to be today. He said he thought that was why he was asked to serve on the Purgatoire Watershed Board. He said everyone needs to conserve water. Spring is here and summer is around the corner. There are simple ways to conserve, such as when a person brushes their teeth, they should shut off the water, or take a shorter shower, or when watering your grass, don't let the water run down the street onto the concrete. He urged people to consider what it takes to grow vegetables or raise livestock every time they go to the grocery store. He thanked the farmers and ranchers for bringing the food to us and suggested others do the same. Councilmember Bonato also recalled that the last time Trinidad had water restrictions the people of Trinidad stepped up to do their part in conserving. He reminded people to think about this precious commodity. He said at the meeting he attended in Primero there was a gentleman who gave a program about how the metropolitan cities are trying to take the water from the rural areas. Those people don't think about what it takes. He reiterated the need to conserve our water and urged people to write our Congressmen to help the ranchers. Mayor Pro-Tem Bolton reminded everyone about the Water Festival on Thursday, May 15th, at Trinidad State Junior College. She said there would be more information about it forthcoming in the newspaper. Councilmember Bonato said it involves all of the area school children. He asked people to try to get to the Festival and support the kids and Mr. Tom Perry (the organizer).

Mayor Pro-Tem Bolton reported on her attendance of the Arbor Day tree planting at Cimino Park, the community cleanup, the Rural Philanthropy Days listening tour, and the Colorado Creative Industries summit in Salida. She called to Council's attention a new sign at Main Street and Santa Fe Trail identifying the City as a Colorado Creative District. There should be another one coming in the future. Trinidad had everyone's eye at the summit. Rodney Wood took the Earth, Wind and Fire art car to display at the summit for three days. City Manager Acre said he understands they performed a skit. Mayor Pro-Tem Bolton said they did poetry. She brought Council each a cookie from the summit made by local baker Nicole Paradisa. She reminded the community that this Saturday is National Train Day. She encouraged people to show up at the train depot at 9:15 a.m. with their signs. She said about 20 people will be boarding the train here, joining those from up north. Finally she said that she was informed of a problem with one of the flag poles near the train. Councilmember Miles added that she too participated in the community cleanup and said it was a great community-building activity. They also got to see how some of the homeless live.

Mayor Reorda entered the meeting at 7:30 p.m. He informed Council that he was late because he was at the Fort Carson Ecological Meeting. He said he wanted to speak on behalf of everyone but had to leave. Mayor Reorda stated that he's sure everyone realizes that Council signs Proclamations and does other things to recognize people in the community. There was an incident not too long ago when the City Clerk called him about signing a proclamation for Not One More Child – Sexual Abuse. He said they did it in the privacy of Chambers, not in a Council meeting as he thought should have been done. It ended up on Facebook. It was used as part of a personal agenda for some people. He said he got blasted by people in the community about it pretty good. Mayor Reorda reminded Council that he had asked the City Clerk to add the language that the proclamation is being issued on behalf of the entire Council. He said the incident is not going to stop them from issuing proclamations, but they will first all agree to them. Mayor Pro-Tem Bolton said this would be a good topic for the next work session.

REPORTS BY CITY MANAGER. Community Cleanup. City Manager Acre said he and his wife participated in the community cleanup with the Girl Scouts and a Kiwanis representative on Main Street and Santa Fe Trail. He said the area wasn't as trashy this year as it was the previous year.

Economic Development. City Manager Acre told Council that he met with Marsha Royse, President of T-LAC Economic Development, and Doug Dowler and Edie McLish from SCEDD this afternoon. They got word about a new grant program involving counties impacted by coal mine closures. The only county that qualifies in Colorado is Las Animas County. They talked about submitting a grant through the County. The City and County would need to enter into a Memorandum of Understanding on who takes the lead on what. They would use the money to get the infrastructure in at the Industrial Park. This is a nationwide program with about \$3 million available this year. SCEDD will write the grant with the help of himself, County Administrator LeAnn Fabec and Marsha Royse.

Leave time. City Manager Acre thanked Council for allowing him time off to move.

Re-Naming North Lake Dam. Councilmember Bonato recalled that several months ago Mayor Pro-Tem Bolton suggested re-naming the North Lake Dam Project in honor of retired Utilities Superintendent Jim Fernandez. He said he'd like to push it along. He said he'd like to get something done by the first or middle of June. City Manager Acre said he has a petition that will need to be signed. Mayor Pro-Tem Bolton asked if Council will be getting an update on the North Lake Dam Project. City Manager Acre said there is a site meeting and they are working on some details. The contractor should start mobilizing next week and they are trying to work out the final schedule. Councilmember Bonato asked if any work is going on right now. City Manager Acre answered that the weather last week was not that good up there yet but they hope to start next week. They need to finish the dam crest, grouted rip rap for erosion control, install the staff gage and complete the final seeding. Councilmember Bonato asked if we are letting water go into North Lake. City Manager Acre said water is going into Monument Lake, not North Lake, and said he is told by Gilbert Ramirez that our water supply is looking really good.

REPORTS BY CITY ATTORNEY. None.

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination. Mayor Pro-Tem Bolton declared the public hearing open and called for comments for or against the ordinance. City Attorney Acre pointed to a draft educational information sheet provided by Administrative Assistant Linda Vigil that will be going out to the public. Councilmember Fletcher commented that the information sheet is very easy to understand. There being no other comments, the hearing was closed.

Second reading of ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Fletcher. The motion was seconded by Councilmember Bonato and carried by a unanimous roll call vote.

ORDINANCE NO. 1958

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

MISCELLANEOUS BUSINESS. Hotel & Restaurant liquor license renewal request by RGS Sawaya, LLC d/b/a Café What a Grind at 341 N. Commercial Street. Richard Sawaya was present on behalf of RGS Sawaya, LLC. A motion to approve the renewal was made by Councilmember Miles and was seconded by Mayor Reorda. Upon roll call vote the motion carried unanimously. Councilmember Bonato asked that the inspectors attempt to write clearer on their reports. Mayor Reorda suggested that if a signature is illegible they should also print their name.

Arts license renewal request by Southern Colorado Repertory Theatre at 131 W. Main Street. Jim Davis, President of the Southern Colorado Repertory Theatre Board and bar manager was present on behalf of the applicant. Councilmember Bonato moved for the approval of the renewal of the Arts license and Councilmember Fletcher seconded the motion. The motion carried by a unanimous roll call vote.

Beer and wine license renewal request by Mt. Carmel Health, Wellness & Community Center at 911 Robinson Avenue. Karl Gabrielson was present on behalf of the licensee. A motion to approve the license renewal was made by Councilmember Miles and seconded by Councilmember Torres. Upon roll call vote the motion carried unanimously.

Resolution modifying the restriction for use of the Trinidad landfill by Las Animas County businesses and residents. Mayor Reorda moved to approve the resolution. Councilmember Torres seconded the motion. Roll call was taken on the motion and carried unanimously.

RESOLUTION NO. 1429

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, MODIFYING THE
RESTRICTION FOR USE OF THE TRINIDAD LANDFILL BY LAS ANIMAS COUNTY
BUSINESSES AND RESIDENTS

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

PAYROLL, April 26, 2014 through May 9, 2014. A motion to approve the payroll was made by Mayor Reorda and seconded by Councilmember Torres. Roll call was taken and the motion carried unanimously.

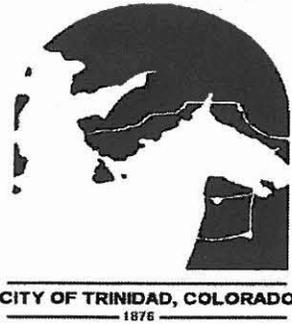
Mayor Reorda pointed to the Triggers baseball schedule at Council's seating places and commented that Council talked about a calendar because there seems to be three or four things happening on the same days. He said it would be nice to coordinate so they could attend some of them. Mayor Pro-Tem Bolton recalled having had a calendar previously and said it needs to be re-instated, just like the 'meet and greet' does. City Manager Acre said staff would try to work on it. Mayor Reorda suggested the City get together with the Chamber and Economic Development to work on the calendar. Councilmember Miles asked the status of the medical marijuana applications. She said she understands there were 14 conditional use permits (CUPs) granted. City Attorney Downs answered that each applicant for a license had at least two CUP applications. He recalled there to have been 29 acted on. There were two that were either withdrawn or held in abeyance, one being the location across from Cress Cleaners. There have been no applications submitted at this time following the CUP consideration by the Planning Commission. Mayor Pro-Tem Bolton asked about work on a retail marijuana ordinance. City Attorney Downs answered that staff has been tasked with drafting a proposed ordinance by next month. He commented that there may not be much of a need for a conversion portion of the ordinance because of overlapping. We want to talk about it at the next work session, he said, explaining that was why he didn't report about it under his report this evening. Councilmember Miles asked if applicants are facing obstacles the City can help them clear. Can we reach out to them? She said they all thought they'd apply quickly after the CUP consideration. City Attorney Downs commented on some of the personal delays some of the applicants faced are due to the building/location they chose. They were all unique problems. He said staff is trying to assist to the extent that it is appropriate. Mayor Reorda stated that people are confused and the City should put something in the newspaper to tell them to come down to City Hall if they have questions. Council can't answer their questions. City Attorney Downs said that everyone who is thinking about going into the business knows to come to City Hall. Their questions get answered. Councilmember Miles commented that was her experience when applying for her liquor license. City Attorney Downs clarified that staff can't tell applicants what to do or how much area to dedicate to cultivation, etc. Mayor Pro-Tem Bolton pointed to the Triggers baseball schedule and the fact that their opening night game will be on Thursday, May 15th at 6:05 p.m. They are calling it City of Trinidad night. Mayor Reorda said he was involved in the community cleanup and worked with people who want to establish a dog park. He asked to be on that committee should there be one. City Clerk Garrett clarified for the record that the medical marijuana applicant who wants to locate across from Cress Cleaners in fact had their CUP approved, by a majority. She added that the applicant apparently was confused as to whether they were approved and that was why she wanted to clarify.

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

ATTEST:

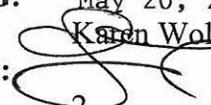
CAROL BOLTON, Mayor Pro-Tem

AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

7a

CITY COUNCIL MEETING: May 20, 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

7a

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]

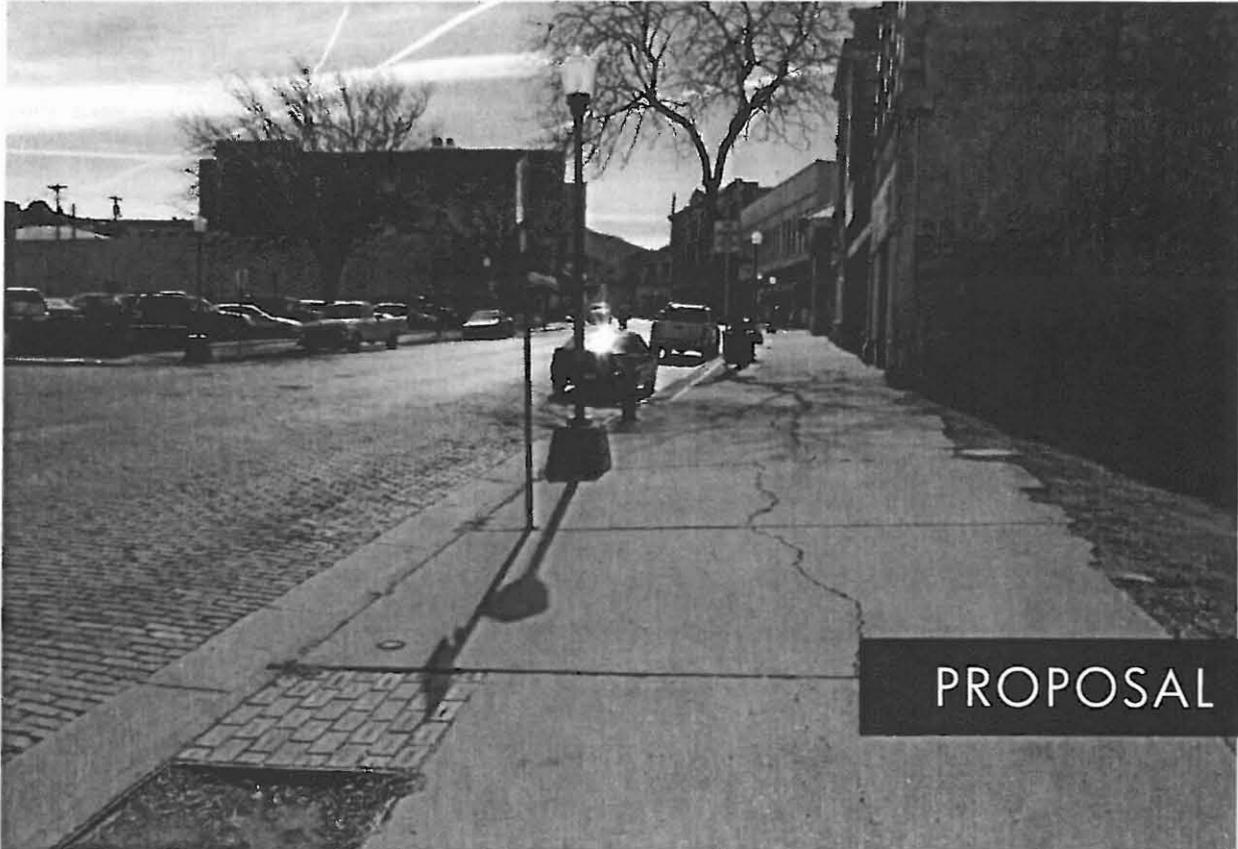
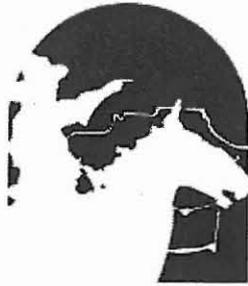
EXHIBIT A – SERVICES (Scope of Work)

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**



PROPOSAL

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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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

SGM
225 East 2nd Street
Salida, CO 81201
719.207.4340

Responsible Officer:
Jerry Burgess, PE

Location of Principal Office:
Glenwood Springs, CO



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.

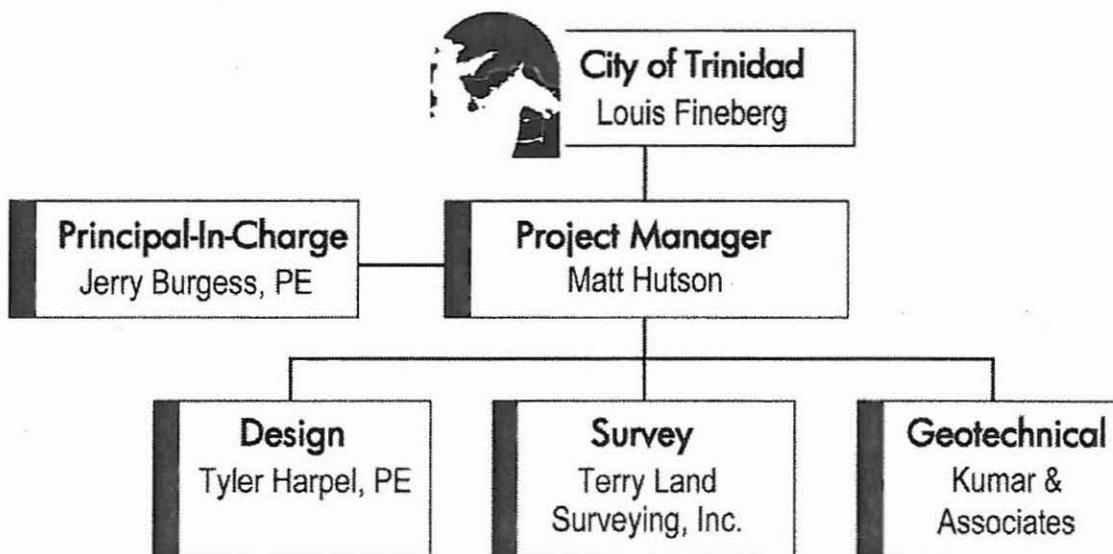
Being a successful consulting firm in Colorado means having the ability to serve large communities as well as very small communities with funding challenges...and knowing what is called for.

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	30%	50%	80%	90%	90%	
Available Hrs.	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

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.**

 SGM		ESTIMATED BY:	MH/JB
PROJECT:	Downtown Improvement: Commercial Street	DATE:	3/10/2014
CLIENT:	City of Trinidad	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			
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.

Fax (719) 846-6066

E-mail terrysurveying@comcast.net



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



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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)



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

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.

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:

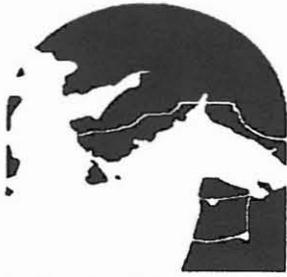
- Public meetings and local community approval process
- Designing, drafting, and construction of and observation of roads, water, sewer, and drainage
- Cost estimates
- Providing hydraulic analysis and design to maintain historic runoff
- Obtaining permits, reviewing submittals, pay requests responding 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.

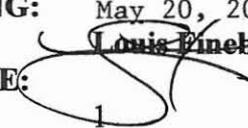
SALIDA
225 East 2nd Street
Salida, CO 81201
719.207.4340
719.539.4836

76



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 20, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

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.

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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

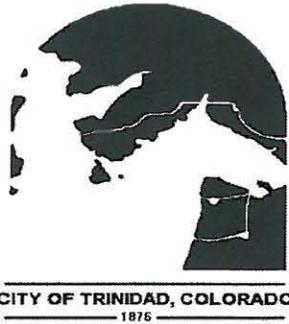
A) Staff Extensions

- 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.



COUNCIL COMMUNICATION SPECIAL MEETING

7c

CITY COUNCIL MEETING: May 20, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Boulevard Addition Nature Park GOCO Land Acquisition Purchase of Property

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: Staff is requesting City Council approval of the property purchase.

SUMMARY STATEMENT: Utilizing GOCO land acquisition funds the City is finalizing its purchase of 14 acres in order to complete the creation of the Boulevard Addition Nature Park.

EXPENDITURE REQUIRED: \$91,000 + Closing Costs (\$921.94)

SOURCE OF FUNDS: GOCO grant funds (\$63,700) & City match (\$27,300) + Closing Costs

POLICY ISSUE: Property Purchase

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- City Council approved the GOCO Land Acquisition grant application in the fall of 2012. The City signed the grant contract with GOCO in January 2013.
- With grant funds and a City match the City is finalizing its purchase of 14 acres, land located in the County but adjacent to the Boulevard Addition. This acreage is in addition to the 26 acres purchased in March of 2014.
- The Boulevard Addition Nature Park will total approximately 95 acres when complete.

7c

7d



Council Communication

City Council Meeting: May 20, 2014
Prepared: May 15, 2014
Dept. Head Signature: *[Signature]*
of Attachments: 1

CITY OF TRINIDAD, COLORADO
1876

SUBJECT: Agreement between City of Trinidad, Las Animas County and Trinidad Las Animas County Economic Development Corporation for EDA Grant Application.

Presenter: Tom Acre, City Manager

Recommended City Council Action: Staff recommends City Council approval of the Agreement.

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 Agreement 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.

7d

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

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

Background Information: This item was previously discussed at the City Council Work Session on May 13, 2014. The County and TLACEDC are anticipated to approve the Agreement prior to May 31, 2014 as well.

AGREEMENT FOR THE APPLICATION OF
AN ECONOMIC DEVELOPMENT ADMINISTRATION PLANNING GRANT

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 projects or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement after written approval by the remaining parties is obtained. 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 the written agreement of all parties to this Agreement.
6. No 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, failure to comply with any requirements necessitated by an EDA grant contract, 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 any 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

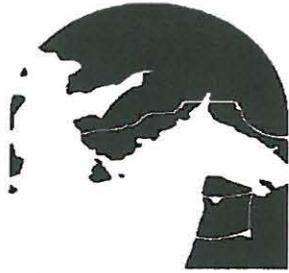
Chairman

CITY OF TRINIDAD

Mayor

TRINIDAD-LAS ANIMAS COUNTY ECONOMIC DEVELOPMENT, INC.

President



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 20, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

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SUBJECT: New Medical Marijuana Center application filed by M & M Distributing, LLC at 422 N. Commercial Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Set the matter for public hearing.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is July 1, 2014 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(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.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.

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CITY OF TRINIDAD
 City Clerk's Office
 135 N Animas St
 P.O. Box 880
 Trinidad, Colorado 81082
 719-846-9843

City of Trinidad
 MAY 14 2014
 City Clerk's Office

MEDICAL MARIJUANA LICENSE APPLICATION

New License Application Fee \$2,500.00 License Fee/Renewal Fee \$1,000.00
 Transfer of Ownership Application Fee \$1,500.00 Change of Location \$1,500.00

LICENSE TYPE

Medical Marijuana Center Medical Marijuana Infused-Products Manufacturer
 Medical Marijuana-Optional Premises Cultivation Operation

TYPE OF BUSINESS

Corporation Partnership Individual*
 Limited Liability Corporation Other

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)

Applicant (Corporation/LLC) M + M Distributing, LLC
 Applicant (Sole Proprietor) _____
 First Name _____ Middle Initial _____ Last Name _____

Trade Name of Establishment (DBA) m + m Distributing, LLC

Address of Premise 422 N. Commercial ST, Trinidad, CO 81082

Mailing Address 44910 Co. Rd. 40, Trinidad, CO 81082

Telephone 719-846-7896 Email Address jgdeangelis@hotmail.com

Contact Person/Manager John Micheliza Title President

Telephone [REDACTED] Email Address jgdeangelis@hotmail.com

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

Ownership Lease Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**
 Landlord See attachment Tenant _____ Expires 3/11/16

**If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a medical marijuana facility.

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Medical Marijuana Licensewith the appropriate fee payable to Colorado Bureau of Investigation (currently \$38.50, March, 2014)
2. Lease or Deed – Evidence of Possession
3. Conditional Use Permit approval
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises:
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.
9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: John Micheliza Title: President
Address: 44910 Co Rd 40, Trinidad, CO 81082
Financial Interest: 50 %

2. Name: Geraldine DeAngelis Title: Sec / Treas.
Address: 209 Estrella St., Trinidad, CO 81082
Financial Interest: 50 %

3. Name: _____ Title: _____
Address: _____
Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

The applicant hereby acknowledges 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 medical marijuana business; and that the application and documents submitted for other approvals relating to the medical marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

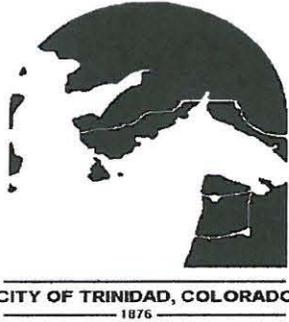
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners,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

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.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: Geraldine De Angelis Title: Sec / Treas.
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Geraldine De Angelis Date: 3/31/2014



COUNCIL COMMUNICATION

7f

CITY COUNCIL MEETING: May 20, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: New Medical Marijuana Optional Premise Cultivation Operation application filed by M & M Distributing, LLC at 422 N. Commercial Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Set the matter for public hearing.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is July 1, 2014 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(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.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.

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Appendix A

Colorado Marijuana Licensing Authority

Optional Premise Cultivation License

Business Applicant must fill out an Appendix A for EACH Cultivation it is applying for. Please see website for fee table.

Applicant's Legal Business Name (Please Print) <i>M + M Distributing, LLC</i>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration)		Website Address	
Physical Address			
Street Address of Optional Premises Cultivation <i>422 N. Commercial ST</i>		City <i>Trinidad</i>	State ZIP <i>CO 81082</i>
Business Phone Number <i>719-846-7896</i>	Home Phone Number [REDACTED]	Email Address <i>igdeangelis@hotmail.com</i>	
Mailing Address (If different from Business Address)			
Address <i>44910 Co Road 40</i>		City <i>Trinidad</i>	State ZIP <i>CO 81082</i>
On a separate sheet, list all principal places of business for the past 5 years if different from above.			
Primary Contact Person for Business <i>John Micheliza</i>		Title <i>President</i>	Primary Contact Phone Number [REDACTED]
Primary Contact Address (city, state ZIP) <i>44910 Co Road 40, Trinidad CO 81082</i>		Primary Contact Fax Number <i>719-846-7896</i>	
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # [REDACTED]	Email Address <i>igdeangelis@hotmail.com</i>	
Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord <i>See attachment</i>	Tenant	Expires <i>3/11/2016</i>	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)			
Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN or SSN	Interest
<i>N/A</i>			
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be completed by Applicant)			
Local Licensing Authority/Department <i>Audra Garrett City Clerk</i>		Address <i>135 N. Animas St., Trinidad, CO 81082</i>	
Local Licensing Authority contact name <i>Audra Garrett</i>		Contact Number <i>719-846-9843</i>	Contact Email <i>audra.garrett@trinidad.co.gov</i>
Date of application with local authority <i>5/14/2014</i>		Date of approval from local authority, if any	
Are you requesting a concurrent review? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			