



**CITY OF TRINIDAD
TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, June 10, 2014 immediately following
the Special Meeting at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. CDOT Contract for the Welcome Center Rehabilitation Project
3. Discussion regarding view shed protection ordinance
4. Contract Amendment consideration for the Trinidad Historic Loop Project with CDOT
5. Discussion regarding Capital Improvement Project ballot initiative
6. Discussion regarding additional marijuana tax initiatives
7. Grant Matrix update
8. Project Matrix quadrant system
9. Discussion of other agenda items



COUNCIL COMMUNICATION

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CITY COUNCIL MEETING: June 10, 2014
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: TDM
OF ATTACHMENTS: 1

SUBJECT: Colorado Welcome Center Rehabilitation Contract

PRESENTER: Tara Marshall, Director, Colorado Welcome Center

RECOMMENDED CITY COUNCIL ACTION: Discuss and schedule the Colorado Welcome Center Rehabilitation Contract for approval at the June 17, 2014 City Council Meeting.

SUMMARY STATEMENT:

In 2012, the City of Trinidad completed a grant to rehabilitate the Colorado Welcome Center located at 309 Nevada Avenue. This rehabilitation project includes upgrading the facility to current ADA standards, providing necessary renovations to make the building more energy efficient, funding to complete needed maintenance that will sustain the life of the building and improving the educational qualities of the facility to successfully engage travelers about the beauty and historic nature of Colorado.

The CDOT will be closing its fiscal year on June 30, 2014. It is the suggestion of staff that we execute this contract prior to this date. This will secure the funding and allow some flexibility in the conversations moving forward as to the future of the Welcome Center location and rehabilitation.

EXPENDITURE REQUIRED: \$351,131 Total Project Cost

SOURCE OF FUNDS: \$280,904 CDOT and \$70,227 City of Trinidad CIP Funds

POLICY ISSUE: Rehabilitation of the Colorado Welcome Center at 309 Nevada Ave.

ALTERNATIVE:

Not executing the contract for rehabilitation of the CWC located at 309 Nevada Ave.

BACKGROUND INFORMATION:

The Colorado Welcome Center in Trinidad was the first established state welcome center in Colorado. It opened its doors on June 29, 1986. Since that time, the state of Colorado has provided the bulk of the operating expenses to run the Welcome Center. The City's responsibility has been the overall maintenance of the building.

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STATE OF COLORADO
Department of Transportation
Agreement
with
City of Trinidad

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1. PARTIES

THIS AGREEMENT is entered into by and between City of Trinidad (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

i. Federal Authority

Pursuant to Title I, Subtitle A, Section 1108 of the "Transportation Equity Act for the 21st Century" of 1998 (TEA-21) and/or the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) of 2005 and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by the Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

ii. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

B. Consideration

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

C. Purpose

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

D. References

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

4. DEFINITIONS

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

A. Agreement or Contract

"Agreement" or "Contract" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

"Agreement Funds" means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

"Budget" means the budget for the Work described in **Exhibit C**.

D. Consultant and Contractor

“Consultant” means a professional engineer or designer hired by Local Agency to design the Work and
“Contractor” means the general construction contractor hired by Local Agency to construct the Work.

E. Evaluation

“Evaluation” means the process of examining the Local Agency’s Work and rating it based on criteria established in §6 and **Exhibits A and E**.

F. Exhibits and Other Attachments

The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (Resolution), **Exhibit C** (Funding Provisions), **Exhibit D** (Option Letter), **Exhibit E** (Checklist), **Exhibit F** (Certification for Federal-Aid Funds), **Exhibit G** (Disadvantaged Business Enterprise), **Exhibit H** (Local Agency Procedures), **Exhibit I** (Federal-Aid Contract Provisions), **Exhibit J** (Federal Requirements) and **Exhibit K** (Supplemental Federal Provisions).

G. Goods

“Goods” means tangible material acquired, produced, or delivered by the Local Agency either separately or in conjunction with the Services the Local Agency renders hereunder.

H. Oversight

“Oversight” means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration (“FHWA”) and as it is defined in the Local Agency Manual.

I. Party or Parties

“Party” means the State or the Local Agency and “Parties” means both the State and the Local Agency

J. Work Budget

Work Budget means the budget described in **Exhibit C**.

K. Services

“Services” means the required services to be performed by the Local Agency pursuant to this Contract.

L. Work

“Work” means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and **Exhibits A and E**, including the performance of the Services and delivery of the Goods.

M. Work Product

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

5. TERM AND EARLY TERMINATION

The Parties’ respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate after five (5) years of state controllers signature in section 27, unless sooner terminated or completed as demonstrated by final payment and final audit.

6. SCOPE OF WORK

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

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

C. Employees

All persons employed hereunder by the Local Agency, or any Consultants or Contractors shall be considered the Local Agency’s, Consultants’, or Contractors’ employee(s) for all purposes and shall not be employees of the State for any purpose.

D. State and Local Agency Commitments

i. Design

If the Work includes preliminary design or final design or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the Local Agency shall comply with and be responsible for satisfying the following requirements:

- a) Perform or provide the Plans to the extent required by the nature of the Work.
- b) Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c) Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d) Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e) Stamp the Plans produced by a Colorado Registered Professional Engineer.
- f) Provide final assembly of Plans and all other necessary documents.
- g) Be responsible for the Plans' accuracy and completeness.
- h) Make no further changes in the Plans following the award of the construction contract to contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT and when final they shall be incorporated herein.

ii. Local Agency Work

- a) Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
- b) Local Agency shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c) Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or of construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in Exhibit H. If the Local Agency enters into a contract with a Consultant for the Work:
 - (1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, the Local Agency shall not enter into such Consultant contract.
 - (2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - (3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in Exhibit H to administer the Consultant contract.
 - (5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from the Local Agency's attorney/authorized representative certifying compliance with Exhibit H and 23 C.F.R. 172.5(b) and (d).
 - (6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require the Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, the Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing Construction Contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

- a) If the Local Agency is performing the Work, the State may, after providing written notice of the reason for the suspension to the Local Agency, suspend the Work, wholly or in part, due to the failure of the Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b) The Local Agency shall be responsible for the following:
 - (1) Appointing a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures.
 - (2) For the construction of the Work, advertising the call for bids upon approval by the State and awarding the construction contract(s) to the low responsible bidder(s).
 - (a) All advertising and bid awards, pursuant to this agreement, by the Local Agency shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the Local Agency and its Contractor shall incorporate Form 1273 (**Exhibit I**) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 C.F.R. 633.102(e).
 - (b) The Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. The Local Agency must accept or reject such bid within three (3) working days after they are publicly opened.
 - (c) As part of accepting bid awards, the Local Agency shall provide additional funds, subject to their availability and appropriation, necessary to complete the Work if no additional federal-aid funds are available.
 - (3) The requirements of this §6(D)(iii)(c)(2) also apply to any advertising and awards made by the State.
 - (4) If all or part of the Work is to be accomplished by the Local Agency's personnel (i.e. by force account) rather than by a competitive bidding process, the Local Agency shall perform such work in accordance with pertinent State specifications and requirements of 23 C.F.R. 635, Subpart B, Force Account Construction.
 - (a) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 C.R.F. 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.

- (b) An alternative to the preceding subsection is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 C.F.R. Part 31.
- (c) If the State provides matching funds under this Agreement, rental rates for publicly owned equipment shall be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
- (d) All Work being paid under force account shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

E. State's Commitments

- a) The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- b) Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any major structures designed by, or that are the responsibility of, the Local Agency as identified in the Local Agency Contract Administration Checklist, **Exhibit E**.

F. ROW and Acquisition/Relocation

- a) If the Local Agency purchases a right of way for a State highway, including areas of influence, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.
- b) Any acquisition/relocation activities shall comply with all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c) The Parties' respective compliance responsibilities depend on the level of federal participation; provided however, that the State always retains Oversight responsibilities.
- d) The Parties' respective responsibilities under each level in CDOT's Right of Way Manual (located at http://www.dot.state.co.us/ROW_Manual/) and reimbursement for the levels will be under the following categories:
 - (1) Right of way acquisition (3111) for federal participation and non-participation;
 - (2) Relocation activities, if applicable (3109);
 - (3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

G. Utilities

If necessary, the Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company which may become involved in the Work. Prior to the Work being advertised for bids, the Local Agency shall certify in writing to the State that all such clearances have been obtained.

- a) Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, the Local Agency shall make timely application to the Public Utilities commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities and:
- b) Execute an agreement setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- c) Obtain the railroad's detailed estimate of the cost of the Work.
- d) Establish future maintenance responsibilities for the proposed installation.
- e) Proscribe future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- f) Establish future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

H. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

I. Maintenance Obligations

The Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA, and the Local Agency shall provide for such maintenance and operations obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

7. OPTION LETTER MODIFICATION

An option letter may be used to add a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to add a phase and/or increase or decrease the total encumbrance amount.

The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds remaining the same. The State may simultaneously increase and/or decrease the total encumbrance amount by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may require or permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may require the Local Agency to add a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay the Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as evidenced by an appropriate ordinance/resolution or other authority letter which expressly authorizes the Local Agency the authority to enter into this Agreement and to expend its match share of the Work. A copy of such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner, approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

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

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Matching Funds

The Local Agency shall provide matching funds as provided in **§8.A.** and **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. The Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

E. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§8**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. ACCOUNTING

The Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in Exhibit C. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until

CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §10 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §18, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of the Local Agency's performance and the final status of the Local Agency's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading related to this Agreement, in a legal action filed with a court or administrative agency, the Local Agency shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State or its principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

The Local Agency's failure to provide reports and notify the State in a timely manner in accordance with this §10 may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts and subcontracts, in its possession related to the Work.

11. LOCAL AGENCY RECORDS

A. Maintenance

The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. The Local Agency shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) three years after final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or the Local Agency has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

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

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to:

internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

If an audit is performed on the Local Agency's records for any fiscal year covering a portion of the term of this Agreement, the Local Agency shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

The Local Agency shall comply with the provisions of this §12 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. Nothing in this §12 shall be construed to require the Local Agency to violate the Colorado Open Records Act, C.R.S. §§ 24-72-1001 et seq.

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

Disclosure of State records or other confidential information by the Local Agency for any reason may be cause for legal action by third parties against the Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this §12.

13. CONFLICT OF INTEREST

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

14. REPRESENTATIONS AND WARRANTIES

The Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

The Local Agency shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence and in the sequence and manner set forth in this Agreement.

B. Legal Authority – The Local Agency and the Local Agency’s Signatory

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

C. Licenses, Permits, Etc.

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

15. INSURANCE

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

A. The Local Agency

i. Public Entities

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

ii. Non-Public Entities

If the Local Agency is not a "public entity" within the meaning of the Governmental Immunity Act, the Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §15(B) with respect to sub-contractors that are not "public entities".

B. Contractors

The Local Agency shall require each contract with Contractors, Subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Local Agency's Contractors, Subcontractors, or Consultant's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Local Agency a certificate or other document satisfactory to the Local Agency showing compliance with this provision.

iii. Automobile Liability

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

iv. Additional Insured

The Local Agency and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the Consultants or Contractors shall be primary over any insurance or self-insurance program carried by the Local Agency or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

vii. Subrogation Waiver

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

C. Certificates

The Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Local Agency and each contractor, subcontractor, or consultant shall deliver to the State or the Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each contractor, subcontractor, or consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §15.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §17. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §17 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §16(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

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

B. Obligations and Rights

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

C. Payments

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

D. Damages and Withholding

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

E. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by the Local Agency, which shall be governed by §17(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify the Local Agency of the termination in accordance with §18, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, the Local Agency shall be subject to and comply with the same obligations and rights set forth in §17(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §17(B), the Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse the Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Local Agency which are directly attributable to the uncompleted portion of the Local Agency’s obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to the Local Agency hereunder.

F. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to the Local Agency until corrections in the Local Agency’s performance are satisfactorily made and completed.

iii. Deny Payment

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

iv. Removal

Demand removal of any of the Local Agency’s employees, agents, or contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

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

18. NOTICES and REPRESENTATIVES

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

A. If to State:

CDOT Region: 2
Don Scanga
Project Manager
1480 Quail Lake Loop

B. If to the Local Agency:

City of Trinidad
Tara Marshall
Project Manager
309 Nevada Avenue

Colorado Springs, CO 80906
(719) 546-5434

Trinidad, CO 80906
(719) 846-9512

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and all Work Product shall be delivered to the State by the Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Local Agency's obligations hereunder without the prior written consent of the State.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees and of the Local Agency is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §21 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

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

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

22. FEDERAL REQUIREMENTS

The Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of **Exhibit G** and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If the Local Agency uses any State- approved DBE program for this Agreement, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

25. GENERAL PROVISIONS

A. Assignment

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

B. Binding Effect

Except as otherwise provided in §25(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

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

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF AGREEMENTS - TOOLS AND FORMS.

ii. By Operation of Law

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

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** Colorado Special Provisions,
- ii.** The provisions of the main body of this Agreement,
- iii.** **Exhibit A** (Scope of Work),
- iv.** **Exhibit B** (Local Agency Resolution),
- v.** **Exhibit C** (Funding Provisions),
- vi.** **Exhibit D** (Option Letter),
- vii.** **Exhibit E** (Local Agency Contract Administration Checklist),
- viii.** Other exhibits in descending order of their attachment.

K. Severability

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

L. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if the Local Agency fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions

apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The Local Agency shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing the Local Agency for them

N. Third Party Beneficiaries

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

O. Waiver

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

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26. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Agreements except where noted in italics.

1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR.

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

5. COMPLIANCE WITH LAW.

The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.

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

7. BINDING ARBITRATION PROHIBITED.

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

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, The Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that The Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement,

including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of The Local Agency's services and The Local Agency shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

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

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

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

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

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27. SIGNATURE PAGE

Agreement Routing Number: 14-HA2-XC-00128

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p style="text-align: center;">THE LOCAL AGENCY City of Trinidad</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p>By: Scott McDaniel, Chief Engineer</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

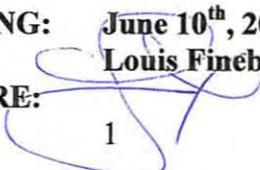
ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Viewshed Protection Ordinance

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:

A discussion regarding the adoption of a viewshed protection ordinance for the City of Trinidad.

EXPENDITURE REQUIRED: None at this time.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City adopt a viewshed protection ordinance.

ALTERNATIVE: The City could decide not to adopt a viewshed protection ordinance.

3

3

Preservation Law Educational Materials . . .

APPROACHES TO VIEWSHED PROTECTION AROUND THE COUNTRY

A variety of laws have been adopted around the United States to protect historic and scenic viewsheds. Some laws protect a resource's natural or scenic views,¹ while others protect the views and settings of landmark buildings.² A handful of laws focus on views to and from a specific historic building,³ while others protect only public views of a particular resource from afar.⁴ A few communities protect views through the application of design criteria to proposed changes to property within an historic or buffer district.⁵ Others apply prescriptive zoning restrictions, such as height and setback requirements, to properties located in a pre-determined viewshed.⁶

As with any effort to protect historic properties, viewshed protection also requires extensive analysis of the land affected by viewshed restrictions. This may entail identification of the underlying zoning of land in private ownership that sits within a property's viewshed (and other sites under consideration for protection) and the political feasibility of adopting restrictions that would reduce or preclude development within that viewshed. For example, the capitol view protection law in effect in Austin restricts height through the application of a complex height on structures located within specific sight-lines to the capitol building. Sacramento imposes maximum height and setback (step-back) requirements, which vary according to the distance of the project from the capitol building and its location within a pre-defined area. Indeed, many view protection laws include specific restraints on height and setbacks.⁷

Fairfax County and Princeton Township offer examples of how viewsheds of individual historic sites can be protected through the application of specific criteria to overlay and/or buffer districts. In these communities, viewsheds are protected through the application of detailed criteria and maps, which guide not only the design of new construction but also the siting, size, and configuration of structures to be constructed within the district or buffer district. This approach works well to protect the impact of new construction on a resource's immediate setting. It is less effective in protecting distant views of a single resource, such as Austin's capitol building or Seattle's Space Needle.

¹ See, e.g., Denver, CO, Portland, OR, Palo Alto, CA, and Redland, WA. An ever-increasing number of jurisdictions also regulate views through hillside protection laws. See, e.g., Boulder City, CO and Colorado Springs, CO.

² See Seattle, WA, which protects views of the city's natural setting as well as certain landmarks.

³ See, e.g., Sacramento, CA.

⁴ See, e.g., Austin, TX.

⁵ See, e.g., Fairfax County, VA and Princeton Twp., NJ.

⁶ See, e.g., Austin, TX.

⁷ Communities with laws designed to protect natural or scenic views often rely on height restrictions. Denver's "Mountain View Ordinance," codified at Denver Revised Municipal Code, Ch. 10, Articles III and IV, restricts buildings heights to protect panoramic views of the Rocky Mountains and the Denver downtown sky line from specific areas within the city. Portland, Oregon, protects scenic vistas through the establishment of height and length limits on structures and vegetation within specific view corridors. See Portland Code, Ch. 33, § 33.44 (establishing "scenic resource zones").

Even where design review is contemplated, zoning classifications should not be ignored. Georgetown, Colorado provides a good example of such an approach, whereby zoning laws reinforce the objectives of the town's comprehensive design review process. Indeed, Georgetown illustrates how effective laws can become in achieving view protection goals when the link between historic setting, viewshed, and tourism is well-understood.

Moreover, in situations where viewsheds are protected through the application of criteria on a case-by-case basis, it is important to consider the scope of the decisionmaker's authority as well as the decisionmaker. Will the decisionmaker be able to reduce the height of a building or can it only mitigate impacts by shifting bulk or height? In Seattle, for example, the city may take into consideration height, siting, and setbacks, among other mitigation measures, when considering proposals to construct buildings within protected viewsheds. Will the decisionmaker understand the need for view protection? In Annapolis, views of the city's NHL historic district are protected only through the city's site plan review process, which requires review by its planning rather than preservation staff.

Significantly, Kansas,⁸ through its state historic preservation act, protects historic resources by also requiring review of projects within the environs of a historic resource. Under this state's approach, any project that would "damage, destroy or encroach upon" a historic resource (including projects to be located within 500 feet of a historic property) cannot be approved unless it finds "based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to [the] historic property." *See* Kan. Stat. Ann. § 75-2724. Although the law has withstood court challenges over the years, each decision has invited controversy and unsatisfactory results, invariably due to unresolved conflicts with zoning laws.⁹ Under the Kansas statute, final review authority rests with the city council.

Set forth below are examples of laws in effect around the country, which seek to protect the views or viewsheds of one or more historic resources. No single approach presents the ideal model. However, attributes of these various laws could be adapted to develop workable legislation for individual resources.

Annapolis, Maryland

Objective: Protect historic context and critical views of historic districts.

Approach: Site design plan review and approval based on site design standards.

Decision-Making

body: Planning and Zoning Director

Legal authority: Annapolis Municipal Code, Ch. 21, §§ 21.22

Website: <http://bpc.iserver.net/codes/annapolis/>

Summary: In Annapolis, resources within the city's National Historic Landmark Historic District are protected under a historic preservation ordinance that, in addition to design-based review, restricts height and bulk. In addition, the city imposes "site design standards" on any projects requiring a site design plan, which include:

⁸South Dakota has enacted a similar law. SDCL § 1-19A-11.1.

⁹ *See, e.g., Reiter v. City of Beloit*, 947 P.2d. 425 (Kan. 1997) (upholding city's determination that there was no feasible and prudent alternative to the construction of a store within the environs of a home listed on the National Register and that all plans were considered to minimize impact to the historic property, despite SHPO's determination that store was visually incompatible and would destroy the historic house's relationship with neighborhood).

“new developments, construction, enlargement or alteration of any building, other than a single-family or two-family dwelling, and other than development approved as part of a planned development.” Included within the city’s design standards is a special requirement relating to views. The provision states:

21.62.060 Scenic, historic, archaeological and landmark sites and views.

Scenic, historical, archaeological and landmark sites and features that are located on or adjacent to the proposed development shall be preserved and protected to the maximum extent as practicable through site design, building location, and parking layout. Special consideration shall be given to the impact of projects on views of the Annapolis historic district from the following points:

1. From Eastport and the City dock; and
2. From Truxtun Park; and
3. From the Severn River Scenic Overlook; and
4. From Rowe Boulevard.

Comment: This law, administered by the Planning and Zoning Dept., seeks to regulate development outside the district which could impact on views of the district from specific view points, through its site plan review process “to the maximum extent possible.” Another approach may be to regulate siting through comprehensive design regulations that apply to projects located within a building or area’s viewshed and that are administered by a preservation-based authority. Other zoning-based restrictions, such as height and setbacks, should also be considered.

Austin, Texas

Objective: Protect views and prominence of capitol building throughout city.

Approach: Regulate height in established view corridors and area within a ¼ mile radius from capitol building. View corridors and capitol dominance district established as zoning overlays.

Administrative

Body: Office of Development/Environmental Services

Legal

Authority: Austin Land Dev. Code, §§ 25-2-161, 25-2-162, 25-2-641, and 25-2-642 and Appendix A. Texas Statute § 3151.

Website: Texas statute: <http://www.capitol.state.tx.us/Home.aspx> (Government Code)

Austin city code: <http://www.ci.austin.tx.us/development/>

Report: http://www.ci.austin.tx.us/downtown/downloads/CVC_Report_Final.pdf

Summary: Views of the Texas state capitol from various vantage points around Austin are protected under both state and local law. The state has identified 30 specific view corridors and the City of Austin has identified 26. (In cases where conflicts appear, the more restrictive law applies). Each view corridor is described through coordinates. Maximum allowable height in a protected corridor is established through the use of a complex formula, taking into consideration changes in topography and distances from the capitol building.

Comment: Austin has protected views of its capitol building since the mid-1980s. Views were originally selected based on a detailed study from 1983 that evaluated 60 different views based on four categories: (1) stationary parks; (2) threshold views (from entryways into the CBD); (3) sustained approaches (continuous views along a corridor); and (4) dramatic glimpses. From this study a height calculation formula was developed to determine height allowances within each corridor. See http://www.ci.austin.tx.us/downtown/downloads/Capitol_View_Preservation_Study.pdf. Austin reevaluated each view corridor as part of a 2007 study conducted by a "downtown commission," which includes recommendations on adjustments to specific corridors. See http://www.ci.austin.tx.us/downtown/downloads/CVC_Report_Final.pdf. In some situations, the study suggested that alterations may be justifiable under a cost/benefit analysis.

Fairfax County, Virginia

Objective: Protect historic sites and their settings.

Approach: Regulate changes affecting historic sites within historic overlay districts. Boundary lines are established to protect historic sites and visual encroachments on such sites. A district may include "lands closely related to and bearing upon the visual character of the district core and that contribute to the historic context of the district."

Decision-making Body: Architectural Review Board (ARB)

Legal Authority: Fairfax County Zoning Ordinance, Art. 7, Part 2 § 7-200

Websites: <http://www.fairfaxcounty.gov/dpz/zoningordinance/>
<http://www.fairfaxcounty.gov/dpz/historic/>

Summary: Fairfax County, located just outside Washington, D.C., protects historic sites and their settings through the designation of historic site districts, and the corresponding adoption of guidelines specific to each district. These guidelines seek to preserve the natural contours of the landscape and vistas to and from historic sites. For example, the Huntley Historic Overlay District protects not only the Huntley House, built in 1818 for Thomas Mason, but also views from the house to the south and views to the house from Harrison Lane, a winding road that provides an axial view of the house.

In Fairfax County, all applications for rezoning, special exceptions, special permits, variances, building permits for properties in designated districts are reviewed by the ARB. No applications may be approved unless they are architecturally compatible with the historic resource and conform to requirements set forth under the designating ordinance, which may include restrictions on use, bulk, open space, and so forth.

Comment: Following Fairfax County's model, historic districts could be created around NHL sites, and the city's preservation commission could be empowered to deny changes to properties within that area that would compromise important viewsheds to or from the resource. Detailed guidelines could be developed for

each district. As in Fairfax and other jurisdictions, it would be prudent to ensure that zoning meshes with the objectives set forth in each guideline

Georgetown, Colorado

- Objective: Protect town's historic setting and sites, including views of mountains and historic sites.
- Approach: Design review and comprehensive rezoning.
- Decision-making Body: Design Review Commission (also performs as historic preservation commission); Appeal to Board of Selectmen.
- Legal Authority: Georgetown Code, Title 17 (Land Use Code)
- Website: <http://town.georgetown.co.us/> (Click on Government to find links to town code and guidelines)
- Summary: Georgetown, Colorado, a historic mining town, seeks to preserve its natural setting and heritage through a unified regulatory system that places a high emphasis on contextual development. In Georgetown, permits for development may be issued only after review and approval by the town's Design Review Commission (DRC), which issues "certificates of appropriateness" based on a project's conformity with a comprehensive set of design guidelines. The entire town is divided into "design areas" and individual "character areas." Among the design areas is a "Historic Area," which includes most of the town's historic structures and its hillsides. The "Millside Area" serves as a buffer between the Historic Area and newer areas of the town.
- The DRC has adopted detailed design guidelines, which include typical preservation-based standards, but also allow for consideration of issues relating to height and views. For example, the guidelines for the Historic Area state: "Views to natural and historic features abound in Georgetown and contribute to its unique setting. These view corridors should be respected. Maintaining views to the mountains and historic landmarks are especially important." Georgetown is included in the Georgetown-Silver Plume National Historic Landmark District.
- Consistent with its unified development approach, the city's zoning laws are designed to reinforce the attributes of individual design and character areas. For example, maximum heights and minimum lot sizes are consistent with existing buildings and development patterns. "To the extent that the existing patterns of lots and locations of buildings on their sites contribute to the desired character of a district, it is the intent of the district area and bulk regulations to encourage continuation of such patterns so as to enhance and protect the historic character of the Town and its designation as a National Historic Landmark District." View protection requirements are also applied in other design districts, but the focus is on protecting views of the mountains rather than historic structures.
- Comment: Georgetown's holistic approach to preserving its history and natural setting provides an interesting model. The town's entire land use program is designed to preserve its attributes while allowing for compatible development and individual decisions are made by a design review board.

Princeton Township, New Jersey

Objective: Protect historic sites and districts from encroachment.

Approach: Protect historic sites through the adoption of buffer zones. The Preservation Commission reviews and acts on proposed "preservation plans" (proposals for alterations, additions, demolition, new construction), for projects in locally designated historic districts and buffer zones. Proposed actions must not adversely affect a structure's setting.

Decision-Making Body: Historic Preservation Commission (HPC)

Legal

Authority: Princeton General Ordinances, §§ 10B-27.5; 10B-41.1-2; and 10B-240.1

Website: <http://www.princetontwp.org/histpres.html>

<http://www.princetontwp.org/histdist.html>

http://70.168.205.112/princeton_nj/lpext.dll?f=templates&fn=site_main-j.htm&2.0

Summary: Princeton protects its historic sites through the designation of preservation zoning districts and historic buffer districts, which protect historic sites from encroaching development. The HPC has authority over development in both the historic district and buffer district. As part of the designation process, the HPC prepares a report that includes, among other things, a description and statement of justification for the boundaries. It also includes an explanation of its relationship to an adjacent historic district and design standards or guidelines.

Comment: Princeton offers a potentially useful model for the protection of viewsheds by establishing buffer zones adjacent to historic sites. Guidelines could be adopted through the designation process that identify the specific areas to be protected and the standards governing any proposed development within a buffer area.

Sacramento, California

Objective: Protection of views to and from state capitol building.

Approach: Regulates height and setbacks of surrounding buildings to protect views of state capitol building and surrounding grounds.

Administrative

Body: Planning Commission

Legal

Authority: Capitol View Protection Act, Sacramento City Code, § 17.96.100

Website: <http://www.cityofsacramento.org/planning/policies-and-programs/capitol-view.cfm>

Summary: The city, by ordinance, sets building height limits, setback requirements, and parking limitations in a prescribed area surrounding the state capitol building and park. The height and setback requirements are prescriptive, but vary by location/distance from capitol building. Setback areas may be encroached upon if pedestrian level features are built into a project, such as arcades or plazas, and

the size of the setback must increase as the height of the building increases. Parking is regulated through a special permitting process and excess height resulting from "architectural embellishments" may be exceeded on a case-by-case basis. Variances may also be granted on a case-by-case basis.

Comment: Sacramento's law, in effect since 1992, offers an example of a prescriptive approach to protecting views to and from the resource. Projects are also reviewed by the downtown design commission, which has design authority over all projects in the CBD-Special District and in some cases, the city's preservation commission. Design guidelines for the central city area, currently in draft form, reinforce the city's capitol view protection act. See <http://www.cityofsacramento.org/dsd/planning/urban-design/central-city-urban-design-guidelines/>.

Seattle, Washington

Objective: View protection of landmarks such as the Space Needle, Smith Tower, and King Street Station, as well as Mount Rainier, Cascade and Olympic mountain ranges, Puget Sound, Seattle lakes, and the downtown skyline.

Approach: Establishment of environmental policy that requires protection of identified public views through the application of "mitigation measures," which may include setback and height restrictions.

Decision-Making Body: Department of Planning and Development

Legal Authority: Seattle Municipal Code § 25.05.675P, Public View Protection

Website: Seattle Code: <http://clerk.ci.seattle.wa.us/~public/toc/25-05.htm>

Overview:

http://www.seattle.gov/dpd/Planning/View_Protection/Overview/

Space Needle View Protection Report:

http://www.seattle.gov/dpd/Planning/View_Protection/ProtectingSpaceNeedleViews/default.asp

Inventory of public view sites:

http://www.seattle.gov/dpd/Planning/View_Protection/Inventory/default.asp

Summary: Seattle protects public views through its environmental review process. Under Seattle's approach, the city may conditionally approve or deny projects that would adversely affect protected views. Examples of mitigation may include, among other requirements, adjustments in height, bulk, setbacks, or re-location of the project on the site. Seattle protects 86 public views and viewscapes under this law. Protected views are listed in the city's code and more fully described in reports and inventories.

Although Seattle's environmental act specifically refers to public views of historic landmarks, the city has done little to protect views of historic landmarks thus far. The city adopted special legislation protecting 10 different vistas of the Space Needle in 2001. Protection of landmark sites is controversial and the general view is that only a very limited number of landmarks merit view

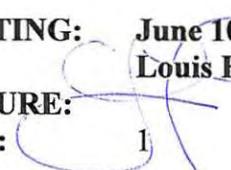
protection under this provision, such as the Smith Tower and King Street Station. As with the Space Needle, these structures are highly visible from various locations in the city.

Comment: Seattle's program is primarily designed around public vistas and viewpoints, mainly from parks rather than specifically identified view corridors. Even where views of specific buildings are protected, the objective is to protect a vista rather than the building's viewshed. Protection is achieved on a case-by-case basis rather than through the application of elaborate height formulas, as in Texas, and a broader range of potential mitigation measures may be considered.

4



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: CDOT Historic District Loop Supplemental Contract

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:

Presentation of the supplemental grant contract with CDOT for \$100K in additional funding for the Historic District Loop project for the purpose of completing the necessary easement work for the project.

EXPENDITURE REQUIRED: No additional City funding required.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City approve of the supplemental grant contract.

ALTERNATIVE: The City could decide not to approve same.

4

CONTRACT AMENDMENT

Date: 5/29/14	Amendment # 1	Original Contract CMS # 12 HA2 41985 Project # STE M296-010 (18868)	Amendment CMS # 14 HA2 53554 PO 471000318
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1) PARTIES

This Amendment to the above-referenced Original Contract ("Contract") is entered into by and between the City of Trinidad ("Local Agency" or "Contractor"), and the STATE OF COLORADO ("State") acting by and through the Department of Transportation, ("CDOT").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Agreement for the Local Agency to perform the enhancement of Trinidad's pedestrian infrastructure/ADA compliant intersection for the Corazon De Trinidad Historic District Loop.

4) CONSIDERATION

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

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior options, amendments, etc. thereto, if any, are modified as follows:

The Parties now desire to do the following:

- a) encumber additional \$70,350.00 in design funding;
- b) replace **Exhibit C** with **Exhibit C-1**;
- c) Update **Exhibit K** (Supplemental Federal Provisions) to the current version (released March 20, 2013) with **Exhibit K-1**.

a. **Exhibit C-1**

The Funding Provisions (**Exhibit C**) have been revised to reflect the additional encumbrance. **Exhibit C** is deleted in its entirety and replaced with **Exhibit C-1** attached hereto and incorporated herein by this reference. Any reference to **Exhibit C** shall hereafter refer to **Exhibit C-1**.

b. **Section 38, Exhibit K – Supplemental Federal Provisions**

Section 38 (Exhibit K – Supplemental Federal Provisions) of the Contract shall be deleted in its entirety and replaced by **Exhibit K-1**, attached hereto.

7) START DATE

This Amendment shall take effect upon the date of the State Controller's Signature.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p align="center">THE LOCAL AGENCY City of Trinidad, Colorado</p> <hr/> <p align="center">Print Name of Authorized Individual</p> <hr/> <p align="center">Print Title of Authorized Individual:</p> <hr/> <p align="center">*Signature</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation</p> <hr/> <p align="center">By: Scott McDaniel, P.E., Acting Chief Engineer For: Donald E. Hunt, Executive Director</p> <p align="center">Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____</p> <p align="center">Colorado Department of Transportation</p> <p align="center">Date: _____</p>
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32. EXHIBIT C-1 – FUNDING PROVISIONS

STE M296-010 (18868)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$562,500.00, which is to be funded as follows:

1 BUDGETED FUNDS				
a. Federal Funds (80% of Participating Funds)				\$450,000.00
b. Local Matching Funds (20% of Participating Funds)				\$112,500.00
TOTAL BUDGETED FUNDS				\$562,500.00
2 ESTIMATED CDOT-INCURRED COSTS				
a. Federal Share				\$0.00
b. Local Agency				
TOTAL ESTIMATED CDOT-INCURRED COSTS				\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted				\$450,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$450,000.00
FOR CDOT ENCUMBRANCE PURPOSES				
1a. Federal Funds				\$450,000.00
1b. Local Agency Matching Funds				\$112,500.00
Less: ROW Acquisitions 3111 and/or ROW Relocations 3109				\$67,575.00
Total Encumbrance				\$494,925.00
NOTE: Only the ROW Incidentals and design funds are currently available; the construction funding will become available after federal authorization and execution of an option letter (Exhibit D).				
Net to be encumbered as follows:				
	WBS Element 18868.10.10	ROW	3114	\$32,425.00
	WBS Element 18868.10.30	Design	3020	\$125,350.00
	WBS Element 18868.20.10	Const	3301	\$0.00

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 80% federal-aid funds (CFDA #20 2050) to 20% Local Agency funds, it being understood that such ratio applies only to the \$562,500.00 [\$450,000.00 of Federal Funds + \$112,500.00 of Local Agency Matching Funds] that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$562,500.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$562,500.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$395,940.00. The ROW Acquisition funds of \$67,575.00 will be encumbered and paid through the Fair Market Value process and not through this agreement. For CDOT accounting purposes, the federal funds of \$395,940.00 (\$494,925.00 Net to be encumbered x 80%) and the Local Agency matching funds of \$98,985.00 (\$494,925.00 Net to be encumbered x 20%) will be encumbered for a total encumbrance of \$494,925.00, unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred). **NOTE: Only the ROW Incidentals and design funds are currently available; the construction funding of \$337,150.00 will become available after federal authorization and execution of an option letter (Exhibit D).** It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$500,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to Sub-The Local Agency receiving federal funds are as follows:

- **Expenditure less than \$500,000**
If Sub-The Local Agency expends less than \$500,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- **Expenditure exceeding than \$500,000-Highway Funds Only**
If Sub-The Local Agency expends more than \$500,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- **Expenditure exceeding than \$500,000-Multiple Funding Sources**
If Sub-The Local Agency expends more than \$500,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

37. EXHIBIT K-1 – SUPPLEMENTAL FEDERAL PROVISIONS
State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As
Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 1.1. "Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
- 1.1.1.** Grants;
 - 1.1.2.** Contracts;
 - 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4.** Loans;
 - 1.1.5.** Loan Guarantees;
 - 1.1.6.** Subsidies;
 - 1.1.7.** Insurance;
 - 1.1.8.** Food commodities;
 - 1.1.9.** Direct appropriations;
 - 1.1.10.** Assessed and voluntary contributions; and
 - 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- Award **does not** include:
- 1.1.12.** Technical assistance, which provides services in lieu of money;
 - 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14.** Any award classified for security purposes; or
 - 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. "Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. "Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. "Entity"** means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2.** A foreign public entity;
 - 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
 - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
 - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
 - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
 - 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a

Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 7.1 ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4. There are no Transparency Act reporting requirements for Vendors.

- 9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Work Session:	June 10, 2014
Prepared:	June 6, 2014
Dept. Head Signature:	
# of Attachments:	2

SUBJECT: Capital Improvement Sales Tax Ballot

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

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

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

Staff is in the process of putting together information regarding specific projects that have been and/or are in the process of being completed using the dedicated capital improvement sales tax funds. A CIP Committee is in the formation stage being led by two the Mayor and a City Council Member with staff support. Information being gathered includes project cost information as well as photographic examples of the projects.

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

Expenditure Required: No expenditure is required.

Source of Funds: Not applicable.

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

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

Background Information: See attached information and summary statement.

2014 Election Calendar

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

ORDINANCE NO. 1857

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

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

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

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

Section 7-7. Purpose of Article.

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

Section 7-10. Taxable transactions - Exemptions.

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

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

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

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

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

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

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

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

Section 7-13. Schedule of taxes.

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

Section 7-19. Use of proceeds of tax.

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

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

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

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

SECTION 3. Effective dates:

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

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

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

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

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

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

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

/s/JOSEPH A. REORDA, Mayor

ATTEST:

/s/AUDRA FATUR, City Clerk

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

10 Pt. Type

ORDINANCE NO. 1858

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

/s/JOSEPH A. REORDA, Mayor

ATTEST:

/s/AUDRA FATUR, City Clerk

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

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

ELECTION DATE: November 4, 2008

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

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

REFERRED MEASURE - BALLOT TITLE

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

REFERRED MEASURE - BALLOT TEXT

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

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

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

Section 7-7. Purpose of Article.

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

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

Section 7-10. Taxable transactions - Exemptions.

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

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

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

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

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

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

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

Section 7-13. Schedule of taxes.

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

Section 7-19. Use of proceeds of tax.

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

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

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

SECTION 3. Effective dates.

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

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

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

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

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

CITY OF TRINIDAD FISCAL INFORMATION

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

2005

2006

2007

2008

2009 (Estimate)

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

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

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

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

SUMMARY OF WRITTEN COMMENTS FILED IN FAVOR OF THE ISSUE:

No written comments were filed by the constitutional deadline.

SUMMARY OF WRITTEN COMMENTS FILED IN OPPOSITION TO THE ISSUE:

No written comments were filed by the constitutional deadline.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10, 2014
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: *Tom*
OF ATTACHMENTS: 1

6

SUBJECT: Marijuana Tax Initiatives for November Ballot

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Discuss potential tax initiatives for the November ballot related to additional local marijuana taxes.

SUMMARY STATEMENT:

In the 2013 election, 12 municipalities put a question on the ballot related to additional marijuana taxes. The Colorado Municipal League prepared the attached document which includes the ballot language for each election and the posted results of each ballot initiative. The types of taxes sought on the ballot were sales taxes, excise taxes and occupation taxes. In each of the 12 cases, the taxes were passed by the voters and in most cases by a great margin.

Additionally, if any additional taxes on marijuana are assessed, would these funds or a portion of these funds be set aside for a specific purpose?

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Development of a taxing initiative for the November 2014 ballot related to marijuana.

ALTERNATIVE: Decide not to assess any additional local taxes on marijuana related activities.

BACKGROUND INFORMATION:

In general, an additional tax on marijuana would fall into a specific category of taxing referred to as "sin taxes." These are taxes on socially "undesirable" goods such as alcohol, tobacco, coffee, candies, soda, fast food and gambling. Although not mandated, these types of taxes are sometimes levied to pay for special projects or specific funding streams. The generally accepted logic is that the local government agency does not want to encourage the activity, but accepts that if the activity exists in the community, than the municipality will use taxes generated from the activity toward a "good" in the community.

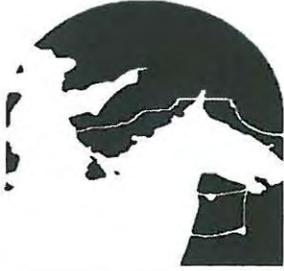
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Municipality	Ballot Language	Pass/Fail: Y-N
CARBONDALE	<p>Sales Tax Measures</p> <p>2C: SHALL THE TOWN OF CARBONDALE'S TAXES BE INCREASED BY \$394,875 IN THE FIRST FULL FISCAL YEAR, BEGINNING JANUARY 1, 2014, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN ADDITIONAL SALES TAX OF 5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, AND AN EXCISE TAX OF 5% OF THE AVERAGE MARKET RATE OF UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTNATION FACILITY TO A RETAIL MARIJUANA STORE OR RETAIL MARIJUANA PRODUCTS MANUFACTURER, WITH THE RESULTING SALES OR EXCISE TAX RATES CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED AND SPENT, NOTWITHSTANDING ANY OTHER LIMITATIONS PROVIDED BY LAW, AND USED TO FUND THE ENFORCEMENT OFREGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION, AND OTHER TOWN EXPENSES?</p>	<p>Pass 1,162 yes, or 73.22%, to 425 No or 26.78</p>
DENVER	<p>Referred Question 2A</p> <p>"SHALL CITY TAXES BE INCREASED BY \$4.48 MILLION ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 3.5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE TAX REVENUES BEING USED TO FUND THE ENFORCEMENT OF REGULATIONS ON THE RETAIL MARIJUANA INDUSTRY, OTHER COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH MARIJUANA CONSUMPTION INCLUDING PREVENTION OF UNDERAGE CONSUMPTION, AND OTHER CITY EXPENSES, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 15%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW?"</p>	<p>PASS 69%-31%</p>
FRASER	<p>Referred Measure 2C</p> <p>SHALL TOWN OF FRASER TAXES BE INCREASED BY \$100,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING A RETAIL MARIJUANA TAX OF FIVE PERCENT (5%) ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WHICH SHALL BE IN ADDITION TO THE MUNICIPAL SALES TAX ON SUCH SALES; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED AND SPENT TO PROMOTE THE GENERAL PURPOSES OF THE TOWN OF FRASER AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?</p>	<p>PASS 219-85</p>
LITTLETON	<p>Ballot Issue 2E</p> <p>SHALL CITY OF LITTLETON TAXES BE INCREASED BY AN ESTIMATED \$120,000 IN 2014 (THE FIRST FULL FISCAL YEAR) AND WHATEVER AMOUNTS MAY BE COLLECTED IN FUTURE YEARS BY ADDING A NEW CHAPTER 22 TO TITLE 3 OF THE CITY CODE OF THE CITY OF LITTLETON TO IMPOSE A TAX OF THREE PERCENT (3%) OF THE PURCHASE PRICE PAID OR CHARGED FOR SALES OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS IN THE CITY OF LITTLETON IN ADDITION TO THE SALES TAX AND ANY OTHER STATE TAX IMPOSED ON SUCH SALES OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS? AND SHALL ALL REVENUE RECEIVED FROM SUCH TAX INCREASE AND ANY INVESTMENT INTEREST THEREON BE A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?</p>	<p>PASS 63.8%-36.1%</p>
MANITOU SPRINGS	<p>2A - CITY OF MANITOU SPRINGS</p> <p>SHALL CITY OF MANITOU SPRINGS' TAXES BE INCREASED BY ONE HUNDRED TWENTY TWO THOUSAND DOLLARS (\$122,000.00) ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 5% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 10%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE CITY WITHOUT REGARD TO ANY EXPENDITURE, REVENUE RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?</p>	<p>PASS 66%-33%</p>

MOUNTAIN VIEW	<p>BALLOT ISSUE NO. 1</p> <p>SHALL TOWN OF MOUNTAIN VIEW TAXES BE INCREASED \$100,000.00 ANNUALLY IN THE FIRST FISCAL YEAR AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR BY THE IMPOSITION OF A 5% TAX ON THE PURCHASE OR SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, COMMENCING ON JANUARY 1, 2014, THE PROCEEDS OF SUCH TAX TO BE USED FOR POLICE PROTECTION, COSTS RELATED TO ENFORCEMENT OF MARIJUANA LAWS, AND RELATED SERVICES, AND SHALL THE PROCEEDS OF SUCH TAX AND INVESTMENT INCOME THEREON CONSTITUTE VOTER-APPROVED REVENUE CHANGES AND BE COLLECTED AND SPENT BY THE TOWN WITHQUTREGAR.D TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?</p>	PASS 86-34
RED CLIFF	<p>2G: SHALL TOWN OF RED CLIFF TAXES BE INCREASED BY \$50,000.00 IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014 AND BY SUCH AMOUNTS AS MAY BE COLLECTED ANNUALLY THEREAFTER BY THE IMPOSITION ON JANUARY 1, 2014 OF A NEW SALES TAX ON THE RETAIL SALE OF MARIJUANA, MARIJUANA PRODUCTS AND MARIJUANA ACCESSORIES BY LICENSED MARIJUANA ESTABLISHMENTS AT A RATE OF UP TO 5 PERCENT (5%), AND BY THE IMPOSITION ON JANUARY 1, 2014 OF A NEW EXCISE TAX ON THE SALE OF MARIJUANA BY A MARIJUANA CULTIVATION FACILITY TO ANOTHER LICENSED MARIJUANA ESTABLISHMENT AT A RATE OF UP TO 15 PERCENT (15%), WITH SUCH ADDITIONAL REVENUES AS ARE GENERATED BY THE NEW TAX TO BE COLLECTED, RETAINED AND SPENT FOR THE PURPOSE OF FUNDING MUNICIPAL SERVICES AND OPERATIONS AND/OR OTHER LAWFUL GENERAL MUNICIPAL PURPOSES, AS A VOTER APPROVED REVENUE CHANGE, OFFSET AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?</p>	PASS 53-27
Excise Tax Measures		
BOULDER	<p>BALLOT ISSUE NO. 2A: RECREATIONAL MARIJUANA TAX</p> <p>SHALL CITY OF BOULDER TAXES BE INCREASED BY (\$3,360,000 FIRST FULL FISCAL YEAR DOLLAR INCREASE) ANNUALLY AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN EXCISE TAX OF 5 PERCENT IN 2014 AND UP TO 10 PERCENT THEREAFTER ON THE CULTIVATION FACILITY AT THE AVERAGE MARKET RATE AT THE POINT OF TRANSFER FROM THE CULTIVATION FACILITY AND AN ADDITIONAL SALES AND USE TAX OF 3.5 PERCENT IN 2014 AND UP TO 10 PERCENT THEREAFTER ON RECREATIONAL MARIJUANA AS PROVIDED IN ORDINANCE NO. 7916 COMMENCING JANUARY 1, 2014 WITH SUFFICIENT REVENUES FROM THE EXCISE AND SALES AND USE TAX TO BE USED FOR PUBLIC SAFETY, ENFORCEMENT AND ADMINISTRATIVE PURPOSES AND FOR COMPREHENSIVE SUBSTANCE ABUSE PROGRAMS INCLUDING WITHOUT LIMITATION PREVENTION, TREATMENT, EDUCATION, RESPONSIBLE USE, INTERVENTION, AND MONITORING, WITH AN EMPHASIS ON YOUTH, AND WITH THE REMAINDER USED BY THE GENERAL FUND; AND IN CONNECTION THEREWITH, SHALL THE FULL PROCEEDS OF SUCH TAXES AT SUCH RATES AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT, AS A VOTER-APPROVED</p>	PASS 18,461-9,295
BRECKENRIDGE	<p>2C: SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED BY SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2014, A NEW EXCISE TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS DEFINED IN THE COLORADO RETAIL MARIJUANA CODE AND APPLICABLE TOWN ORDINANCES, AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, IN ACCORDANCE WITH ORDINANCE NO. 29, SERIES 2013, WHICH IS HEREBY APPROVED; AND SHALL THE REVENUE RECEIVED BY THE TOWN FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR REIMBURSE THE TOWN FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE TOWN; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?</p>	PASS 73%-27%
FRISCO	<p>2A: SHALL TOWN OF FRISCO TAXES BE INCREASED BY TWO HUNDRED SEVENTYFIVE THOUSAND DOLLARS (\$275,000) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A NEW EXCISE TAX, EFFECTIVE JANUARY 1, 2014, ON THE AUTHORIZED (UNDER STATE LAW) RETAIL SALE WITHIN THE TOWN OF MARIJUANA IN ANY FORM, INCLUDING BUT NOT LIMITED TO, A MARIJUANA PRODUCT AS DEFINED BY STATE LAW, AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF THE MARIJUANA, IN ACCORDANCE WITH TOWN OF FRISCO ORDINANCE 13- ; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?</p>	PASS 78%-22%

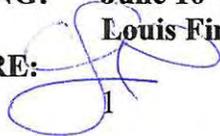
SILVERTHORNE	<p>2F: SHALL TOWN OF SILVERTHORNE TAXES BE INCREASED BY \$100,000.00 IN CALENDAR YEAR 2014 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, BY THE IMPOSITION OF AN EXCISE TAX ON THE SALE OF MARIJUANA AND MARIJUANA PRODUCTS (AS SUCH ARE AUTHORIZED BY STATE LAW, (WITH THE EXCEPTION OF MEDICAL MARIJUANA AND PRODUCTS RELATED THERETO), COMMENCING JANUARY 1, 2014 AT THE RATE OF FIVE PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER, WHICH TAX REVENUES SHALL BE EXPENDED FOR, BUT NOT BE LIMITED TO:</p> <ul style="list-style-type: none"> • MENTAL HEALTH SUPPORT SERVICES WITHIN THE TOWN, AND • DUI ENFORCEMENT WITHIN THE TOWN, <p>AND SHALL THE TOWN BE PERMITTED TO COLLECT, RETAIN AND SPEND THE REVENUES FROM SUCH TAX, INCLUDING ALL INTEREST DERIVED THEREFROM, WITHOUT REGARD TO THE REVENUE RAISING, DEBT LIMITATION OR OTHER RESTRICTIONS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?</p>	PASS 72.1%-27.9%
Occupation Tax Measures		
EAGLE	<p>2F: SHALL THE TOWN OF EAGLE'S TAXES BE INCREASED BY \$50,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE LEVY OF AN OCCUPATION TAX UP TO \$5.00 FOR EACH SALES TRANSACTION BY ANY RETAIL MARIJUANA STORE, ANY RETAIL MARIJUANA CULTIVATION FACILITY AND ANY RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY WITHIN THE TOWN OF EAGLE, EFFECTIVE JANUARY 1, 2014; AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATION TAX BE COLLECTED AND SPENT, AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES OR ANY OTHER LAW?</p>	PASS 1298-643

7



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Planning Department Grant and Project Matrix

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:

An update on the status of Planning Department grants and projects.

EXPENDITURE REQUIRED: None at this time.

SOURCE OF FUNDS: NA.

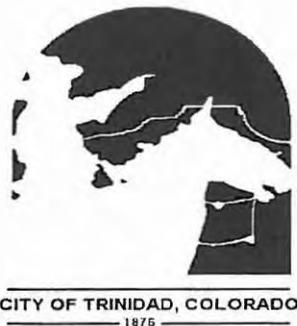
POLICY ISSUE: None.

ALTERNATIVE: NA.

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Grant Matrix June 2014

Project	PM	Grant Agency	City Cash Match %	City Cash Match	Other Cash Match	City In-Kind Match	Grant Award	Total Project Cost	Deadline	Notes
DOWNTOWN INFRASTRUCTURE										
Historic District Loop	L	CDOT	37%	\$201,292.00	\$0.00	\$0.00	\$350,000.00	\$551,292.00	5/21/17	Design Work 90% Complete / Easement Work in Process
Historic District Loop Supplemental	L	CDOT	0%	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00	NA	
Commercial Street Restoration Phase I	L	DOLA	22%	\$290,512.00	\$0.00	\$282,780.00	\$750,000.00	\$1,323,292.00	11/30/15	Design Kickoff Meeting Scheduled for 6/5
Commercial Street Restoration Phase II	L	DOLA	18%	\$250,000.00	\$0.00	\$150,000.00	\$970,000.00	\$1,370,000.00	NA	
		Subtotal	22%	\$741,804.00	\$0.00	\$432,780.00	\$2,170,000.00	\$3,344,584.00		
HISTORIC PRESERVATION										
Mitchell Asbestos Targeted Brownfield Assessment	NA	CDPHE	0%	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00	NA	Completed
Monument Lake Archeological Assessment	NA	State Historical Fund	0%	\$0.00	\$0.00	\$0.00	\$9,950.00	\$9,950.00	NA	Completed
Monument Lake Construction Docs	L	State Historical Fund	30%	\$12,660.00	\$0.00	\$0.00	\$29,540.00	\$42,200.00	4/15/15	Work In Progress
Hughes Lumber Company Construction Docs	L	State Historical Fund	25%	\$10,625.00	\$0.00	\$0.00	\$31,875.00	\$42,500.00	9/1/14	Work In Progress
Water Works Building Doors & Windows	L	State Historical Fund	30%	\$14,700.00	\$0.00	\$0.00	\$34,300.00	\$49,000.00	3/1/15	Work In Progress
		Subtotal	25%	\$37,985.00	\$0.00	\$0.00	\$116,665.00	\$154,650.00		
PARKS, TRAILS AND OPEN SPACE										
Old Sopris Trail Master Plan	NA	State Trails Program	36%	\$13,500.00	\$0.00	\$0.00	\$24,519.00	\$38,019.00	NA	Completed
Citywide Tree Inventory	K	Colorado Tree Coalition	50%	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$4,000.00	NA	Completed
Trail and Greenway Master Plan	L	State Trails Program	23%	\$13,500.00	\$0.00	\$0.00	\$45,000.00	\$58,500.00	6/30/15	Kickoff Meeting 5/21/14
Boulevard Addition Nature Park Land Acquisition	L	GOCO	30%	\$77,520.00	\$0.00	\$0.00	\$180,880.00	\$258,400.00	12/11/14	City Portion Complete - County Portion Closing Pending
Purgatoire River Pedestrian Bridge	L	State Trails Program	11%	\$34,525.00	\$0.00	\$70,000.00	\$197,225.00	\$301,750.00	NA	Awaiting CDOT Site Visit
Old Sopris Trail Land Acquisition	L	GOCO	13%	\$171,213.00	\$150,000.00	\$0.00	\$999,638.00	\$1,320,851.00	NA	Application Denied Pending Title Work - In Process
Fishing Is Fun	L	Colorado Parks and Wildlife	22%	\$31,800.00	\$25,000.00	\$7,085.00	\$83,420.00	\$147,305.00	NA	Application Pending - Presentation on May 6th, 2014
		Subtotal	16%	\$344,058.00	\$175,000.00	\$77,085.00	\$1,532,682.00	\$2,128,825.00		
HOUSING										
Corazon Square Rental Rehabilitation Project	L	DOLA	0%	\$0.00	\$0.00	\$0.00	\$748,468.00	\$748,468.00	NA	Grant Orientation Meeting Scheduled for 6/18/14
		Subtotal	0%	\$0.00	\$0.00	\$0.00	\$748,468.00	\$748,468.00		
TOURISM, ECONOMIC DEVELOPMENT AND GENERAL PLANNING										
Colorado Creative Districts (Emerging Designation)	M	Colorado Creative Industries	0%	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	NA	Completed
Colorado Creative Districts (CCI Cash Funding)	M	Colorado Creative Industries	0%	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	NA	\$15K In Funding Received - Working on Façade Improvement Grant
Colorado Creative Districts (Boechter Cash Funding)	M	Colorado Creative Industries	50%	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$50,000.00	NA	\$10K In Funding Received
Colorado Main Street Designation	T/L	DOLA	0%	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00	NA	Preparing for CLG Process - National Designation - Columbian Plans Complete
REDI Technical Assistance	T/L	DOLA	0%	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	NA	Gathering Quotes for GS Feasibility Study
Comprehensive Plan, Land Use Code and Zoning Map Update	L/T	DOLA	25%	\$50,000.00	\$0.00	\$0.00	\$150,000.00	\$200,000.00	NA	Consultant RFP In Process
Welcome Center Improvements	T/L	National Scenic Byways	20%	\$70,227.00	\$0.00	\$0.00	\$280,904.00	\$351,131.00	NA	Contract Pending
Regional Interpretive Signage	T/L	CDOT	4%	\$17,500.00	\$54,322.00	\$0.00	\$332,500.00	\$404,322.00	NA	Participant Funding in Place - Waiting on Crowley County Contract
Wayfinding Signage Implementation	L	CDOT	25%	\$74,812.50	\$0.00	\$0.00	\$224,437.00	\$299,249.50	NA	Proposed Locations Provided to CDOT - Awaiting Contract
		Subtotal	17%	\$237,539.50	\$54,322.00	\$0.00	\$1,119,841.00	\$1,411,702.50		
OTHER PROJECTS										
Southern Annexation	?									Preparing Application
Urban Renewal Authority	?									Awaiting Blight Study
Multi-Modal Station	L									Redlined Purchase Agreement Returned to BNSF
CNG Station	?									Preparing for CMAQ Application
Medical Marijuana	L									Reviewing CUPs
Boulevard Dog Park	L									Awaiting Direction from CM
CDOT Trailhead and Dog Walk	L									Awaiting Direction from CM
Wayfinding Signage Priority One	L									Fabrication of Signs Complete - Awaiting Installation
ORGANIZATION MEMBERSHIPS										
SCEDD	L									President - Working on Las Animas EDA Grant
L = Louis / T = Tara / M = Marilyn										
		Total	17%	\$1,361,386.50	\$229,322.00	\$509,865.00	\$5,687,656.00	\$7,788,229.50		



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10, 2014
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS:

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SUBJECT: An organizing system for the Project Matrix

PRESENTER: Tom Acre, City Manager
Tara Marshall, City Management Intern

RECOMMENDED CITY COUNCIL ACTION: Discuss one method of organizing our current Project Matrix and come to a consensus on how to proceed in a way that brings projects and discussions to a satisfactory close and makes room on the matrix for new items as we proceed.

SUMMARY STATEMENT:

This quadrant system is not meant to take the place of the top 10 priorities that have been established and agreed upon by City Council and City Staff. This is suggested as a way to organize and systematically complete the additional discussion items/projects that can be found on the matrix.

In January and March, City Council developed a priority list that included the creation of a project matrix. In April, the Project Matrix was created and it was designed to bring all of the ongoing discussion regarding projects and priorities into one document. The result is roughly 50 items of discussion. The question that has arisen is how to organize and proceed to completion on these items. The suggestion being presented is a well defined system using quadrants to rank projects based on two principles: complexity and urgency.

1 Easily Accomplished & Time Sensitive	2 Easily Accomplished & Not Time Sensitive
3 Not Easily Accomplished & Time Sensitive	4 Not Easily Accomplished & Not Time Sensitive

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- Items that fall in Square #1 would be immediately acted on by Staff. Once completed, the item would be finalized and removed from the list.
- Items that fall in Square #2 would be deferred slightly pending the completion of time sensitive items in Square #1. As time sensitive items are removed from the list, these items would then be acted on by staff and once completed removed from the list.
- Items that fall in Square #3 would immediately have timelines established for completion with regular benchmarks and would be reported to Council as appropriate.
- Items that fall in Square #4 would be deferred until items in Square #3 are being sufficiently accomplished and then they would follow a similar management system as used in Square #3

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Organizing system for the items on the Project Matrix

ALTERNATIVE: Develop an alternative system to completing the Project Matrix

BACKGROUND INFORMATION:

The idea of developing a project matrix was introduced initially by Councilmember Mattie as a method for tracking the progress of ideas, projects and issues that come before City Council. This initial idea included a component for communicating the City of Trinidad's progress on these projects to the general public.

Recently, the 2014 Trinidad City Council held several meetings to determine priorities and set goals. One of the outcomes of these meetings was the development of a project matrix. The purpose of this document was to track the discussions and progress of City Council topics of interest. The initial document was developed by polling each City Council member for topics currently or previously under discussion by City Council.

With the development of the matrix completed, the suggestion is to use a method first developed by Steven Covey's system of organizing projects into a quadrant that rates them based on two separate and distinct principles. Covey's example used the principles of urgency and importance, but many have adjusted these principles to better serve their own goals. The suggestion for our Project Matrix is to use the principles of complexity and urgency since it can be argued all of City Council's identified priorities fall into the category of important.