



CITY OF TRINIDAD  
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,  
Colorado, will be held on Tuesday, February 17, 2015 at 7:00 P.M.  
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of February 3, 2015
- 3) **PUBLIC HEARING**
  - a) Motion to Continue the Public Hearing for a New Retail Marijuana Store license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 520 Nevada Avenue
  - b) Motion to Continue the Public Hearing for a New Retail Marijuana Cultivation Facility license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 123 Pine Street
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 5) **COUNCIL REPORTS**
- 6) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 7) **UNFINISHED BUSINESS**
- 8) **MISCELLANEOUS BUSINESS**
  - a) 3.2% Beer Retail License (Off-Premises) renewal request by Walmart Stores, Inc. d/b/a Walmart #962 at 2921 Toupal Drive
  - b) New Retail Marijuana Store license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 118 Santa Fe Trail
  - c) New Retail Marijuana Cultivation Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street
  - d) New Retail Marijuana Product Manufacturing Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street
  - e) Consideration of First Amendment Fire Emergency Water Supply Agreements with Stonewall Fire District
  - f) Engagement Letter Agreement with Dixon, Waller & Co., Inc. for the conduct of the 2014 Audit
  - g) Water Lease Agreement renewal between the City and Pioneer Natural Resources USA, Inc., XTO Energy, Inc., and ARP Production Company
  - h) Third Amended and Restated Intergovernmental Agreement concerning the Las Animas County E-911 Emergency Communications Authority
  - i) Contract Amendment for the Nomination and Construction Documents of Fish Hatchery and Zoo at Monument Lake Park to extend the time frame
  - j) SGM Change Order #2 for preparation of pocket parks plans and inclusion in bid documents
- 9) **BILLS**
- 10) **PAYROLL**, February 14, 2015 through February 27, 2015
- 11) **ADJOURNMENT**

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

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, February 3, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

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

Mayor Reorda and Councilmember Bonato entered the meeting after roll call at approximately 7:07 p.m.

The pledge of allegiance was recited.

**APPROVAL OF THE MINUTES.** Special Meeting of January 19, 2015 and January 23, 2015, and Regular Meeting of January 20, 2015. A motion to approve the minutes as submitted was made by Councilmember Fletcher and seconded by Councilmember Torres. The motion carried unanimously.

**PUBLIC HEARING.** New Retail Marijuana Store license application and Retail Marijuana Cultivation Facility license application filed by Canna Company d/b/a CannaCo at 3019 Toupal Drive. Mayor Pro-Tem Bolton declared the public hearing open. City Attorney Downs advised that the premises had been reposted and the notice republished since it was tabled at the last meeting for this hearing. Evidence of the same were provided in Council's packets. He called to Council's attention at their seating two memos. He told Council that in support of the application they will have Josh Bleem, Doug Genova and Cynthia Genova testify representing CannaCo. Cynthia Genova is the principal in the corporation. She is the one director, one officer and one shareholder. In the information provided to Council he identified a couple of legal excerpts from the Colorado Revised Statutes. It indicates that it is permissible for one person that is a director in a closely held corporation in Colorado and one person who is an officer and that person can occupy various offices as an officer in the corporation. He clarified that it is permissible in the state of Colorado to have one shareholder, one director and one officer in a closely held corporation in Colorado. Cynthia Genova has 60,000 shares in stock. Her stockholding is completely independent of her financial interest in the corporation. There is a loan from PEG Enterprises, a corporation wherein Cynthia Genova is a principal, and there's also \$100,000 that's referred to in the application. Those two sources of money are independent of her stock shares. The stock share was a one-cent par value; a nominal amount. He said he has reviewed the stock share. He reminded that any future stock share issuances to raise funds for this corporation will need to be noticed to the City and State. Mayor Reorda and Councilmember Bonato entered the meeting at 7:07 p.m. Joshua Bleem came forward and was sworn in. He testified to City Attorney Downs' questioning that he is the General Manager of Canna Company. He apologized for not being at the previous hearing. He testified that he is a Colorado resident, however not a two-year successive Colorado resident. In April, 2016, he will be a two-year resident. When asked if he anticipated being a part owner at that time he answered affirmatively, adding that he'd like to be a shareholder of Canna Company. Until then he will be the General Manager. He appeared on the corporation at one point with his wife, Lynn Bleem. Both of them resigned as directors and officers from the corporation. He explained that they formed the corporation and obtained the hundreds of pages of regulations. When they went to the Colorado Marijuana Enforcement Division (MED) to apply for licensure they were told they were not allowed to be officers or directors of the corporation since they were not two-year residents. At that time they were removed as officers of the corporation. He said he was told by the MED that he could serve as manager because he is a Colorado resident, has a home here, a driver's license, and works here. He can work in a manager capacity at any marijuana facility in Colorado. He is not a part owner of CannaCo at this time and has no ownership interest in the corporation. He pointed out Cynthia Genova in the audience and identified her as the sole director, sole officer and sole shareholder. He told Council that he is occupationally licensed as a key employee, a managerial role, by the state of Colorado, having gone through the application process and background checks through the MED. He verified that the premises they are talking about is 3019 Toupal Drive. They have done everything they needed to do in support of their application before Council this evening, including obtaining the required conditional use permits, paying the license fees. Mr. Bleem did not know the status of Cynthia Genova's fingerprint background check for Trinidad except that he was aware that prints for her had to be resubmitted and he was with her at the time. She was the only one who had to be fingerprinted locally. Having reviewed the application in its entirety, Mr. Bleem testified that it is correct in all material respects. The lease agreement is with the Lackey Revocable Trust, the landlord, which Howard Lackey is the main trustee. Regarding the promissory note from PEG Industries he has reviewed it. Cynthia Genova is the only financial contributor at this time to Canna Company. There are no others with a financial interest at this time. A diagram for the premises was submitted. They anticipate opening around the beginning of March if approved. They have a septic system for the regular sewage and have consulted with municipal officials regarding the hydroponic wastewater. Public Works Director Mike Valentine has received approval for the hydroponic wastewater removal to the City's wastewater treatment plant because they cannot put that wastewater into the septic system from their hydroponic grow. They will tank that water and then haul it to the treatment facility. He further testified that they have received state conditional approval for the marijuana licenses, conditioned on the local approval. They have had that approval for over a month. Douglas Genova stated it has been since December 16<sup>th</sup>. Upon inquiry Mr. Bleem testified that originally they were going to work with Forever Green (LLC), however they couldn't come to terms with them. That limited liability company is owned by someone else. During that time they started Forever Green Limited in order to encompass Forever Green and keep the name the same. They then changed the name to Canna Company when that didn't work out. That is why Forever Green Limited information is in their application packet. That name is no longer in play. Councilmember Miles told Mr. Bleem she previously raised an issue regarding his compensation arrangement and the residency requirement. Since then some information has come to the City indicating that he will get a salary plus bonus based on sales targets. Mr. Bleem confirmed that to be accurate and

Councilmember Miles commented that that information satisfies her. City Attorney Downs noted that the Department of Revenue regulation in their packets that says that arrangement is permissible. Cynthia Genova addressed Council and was sworn in. She testified that she heard Mr. Bleem's testimony and has reviewed the application. She is the sole director, officer and shareholder and financial contributor. All of the information in the application and answers are true and correct. City Attorney Downs advised that if the City experiences water austerity their water supply can be shut off. He also advised that if approved they cannot possess retail marijuana until they have their local license. They can order, however they cannot possess. Both Ms. Genova and Mr. Bleem acknowledged those matters and testified that they have read the Department of Revenue regulations regarding retail marijuana and the local ordinance regarding the same. They also acknowledged their responsibility to comply and cooperate with all municipal officials. Councilmember Bolton asked if there are two \$30,000 notes or just one. Mr. Bleem answered that there is just one. Councilmember Bolton said she asked because they have two in their packets. She asked who PEG Industries, Inc. is, who is giving the loan. Cynthia Genova said it is hers and Doug Genova's corporation. Mayor Reorda asked if she lives in Trinidad. Mrs. Genova answered that she does not. City Attorney Downs confirmed that she is a Colorado resident. Mayor Pro-Tem Bolton called for comments for or against the application. Bill Phillips, Big O Tire and Grease Monkey in Trinidad, addressed Council and presented remonstrances to Council. City Attorney Downs advised Mr. Phillips that the remonstrances provided at the last hearing were provided in the Council packets. Mr. Phillips stated that these are additional remonstrances based on open records requests. He stated that the citizens object to approving the applications for the following reasons: The applicant failed to identify Douglas Genova and Joshua Bleem as the managers/financial participants. Unfortunately this is a violation of the Colorado Revised Statutes 12-43.4-304. That statute describes how the application must be submitted and states that the information on the application must include the name and address of the applicant and the name and address of the officers, directors, and/or managers. If that does not happen, according to statute 12-43.4-305 the license must be denied. Second, the applicant's failure to supply all required information on the application, especially regarding managers and financial interests, constitutes a material misrepresentation, which by ordinance Council may consider in determining whether to issue a license. Third, the state already issued conditional state licenses based on defective applications. The state will receive full expositions of these defects but the City is already aware of them and need not wait for the state. You can deny the application. If the applications contain omissions and/or material misrepresentations, the defects cannot be overcome by mere submission of additional information. To remedy the applicant must submit either new applications or revised applications under oath as in a new application, and explaining why the new or revised application is submitted. He continued that they object because they feel there are still corporation and operational questions that remain that have not been answered. Who is in charge? He said he thinks it is clear, though Cynthia Genova is a very good person and president of this corporation, she is not in charge. There are also concerns about who is funding CannaCo and who is profiting from its operation. They haven't seen any financial information or corporate bank information. That information was not provided in the CORA request. He said there are people in the audience who have a stake in what happens in our community so he deferred to Chris Furia to continue reading through the remonstrances. Chris Furia addressed Council. He said the information has been submitted to Council that he will continue reading for the audience benefit. Josh Bleem was identified in e-mails to the City as General Manager of CannaCo. He represented CannaCo at the CUP hearings as the owner/operator, but he's now only the General Manager. Cynthia Genova's \$100,000 in seed money to CannaCo has not been completely disclosed. There is no evidence of a business bank account, only Cynthia's personal Wells Fargo account. The floor plan was materially altered after the state conditional licenses were issued. Recent records request responses from the City do not include information on the application or a permit for wastewater treatment system. He said he has not found any communications between the applicants and any health department official. They also want to know who is paying for the architectural services and the cost for the building renovation. Also, he said according to Regulation 205B.2 any proposed transfer of capital stock or any change in principal officers or directors of a corporation shall be reported and approved by the Division and the relevant local jurisdiction prior to such transfer or change. He asked if this procedure was followed when CannaCo changed its officers. Mr. Furia said that Council is their voices and speakers and they are accountable for the actions done, of what is right and correct and what is wrong. He said they want Council to be accountable and make sure these things are done correctly. He said he thought it was evident to understand what is going on here. There were changes in the application and a lot of questions not answered. There are rules and regulations that exist for a reason—so that they can be followed and done correctly. It doesn't seem they've been done correctly at this point. He asked them to be accountable for the actions. Mayor Reorda asked Mr. Furia why he needs to know who is paying for architectural services, why does the public need to know that. Mr. Furia answered that he believes it is public information that needs to be disclosed on all of these applications according to state law. City Attorney Downs said once a person has a licensed facility then you notify authorities. No license exists yet. Modifications or deviations from the plans would not be required because there is no licensed facility yet. They would want to notify the authority however. We have the building inspector and City officials who will be going out there all the time. If they don't adhere to their plans it will be a violation. Josh Bleem addressed Council again. He stated that these folks get up at every hearing and try to muddy the water. The vast majority of what they are asking for them to produce is not required to be produced. He said they have not ever been deceptive. They have provided a full disclosure. They come in with a new packet each meeting. Regarding a bank account, Mr. Bleem said they have one and it has been fully disclosed. Very few marijuana businesses in Colorado have fully disclosed bank accounts. Regarding the change in plans, they have met with Marijuana Enforcement Division had them signed off and have paid for the changes. The people who spoke are two steps behind on that point. As to the change of officers, corporations change all the time. Their change was done in accord with the law. He added that regarding his e-mail signature at one time it did say President until he was told he couldn't be. He did what he was supposed to do and followed what he was told to do. His signature line says General Manager. To answer the question who runs the company, he said Cynthia Genova owns it. She can delegate who speaks on behalf of this corporation and she chose him to speak on the company's behalf. These folks take bits and pieces of information and twist it up to support their agenda. Mr. Bleem concluded that he is frustrated. They have had hearing after hearing since August and he doesn't want bits and pieces of information to be misconstrued and taken out of context to sway the decision to continue to delay the licensing or deny it. Father Peter Raleigh said as he reads the Colorado law there is a two-year residency requirement. He stated that he was confused thinking that Mr. Bleem said he was not a resident and not the president but is representing. He asked for clarification. Mayor Pro-Tem Bolton said her understanding was that Mr. Bleem is a Colorado resident but has not yet met the two-year residency for certain actions in the corporation. Mayor Pro-Tem Bolton confirmed that there was no one else present to testify and closed the hearing. Councilmember Bonato said that it seems like Chris Furia brought them questions, one regarding there being no record from the health department. He asked how Council addresses that. The questions should be answered. City Attorney Downs pointed to a memo at Council's seating places that talks about that matter. He

added that Public Works/Utilities Director Mike Valentine is here to affirm the fact that he has been having conversations with the Department of Health and Colorado officials equivalent to the EPA ensuring the proposed mechanisms for processing the hydroponic grow water is going to be acceptable for putting in our water filtration system. He is confident that it is going to work and allowable once CannaCo tanks the water and transports it to the sewage facility. Councilmember Bonato asked if there is a fee on the disposal of that water. PW/Utilities Director Valentine said there is. Councilmember Miles made a motion to approve the applications and Councilmember Mattie seconded the motion. Upon roll call vote the motion carried with all Council members voting aye except Councilmember Bonato who cast a dissenting vote. Mayor Pro-Tem Bolton read the following findings into the record:

This matter came on for hearing on the application of Canna Company d/b/a CannaCo at 3019 Toupal Drive in Trinidad, Colorado, for a Retail Marijuana Store and Retail Marijuana Cultivation Facility, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on January 20, 2015, and tabled to a second hearing on February 3, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS**:

1. The application is complete and signed by the applicant, and the applicant has paid the appropriate application and license fee.
2. The application appears to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the application does not contain any material misrepresentations.
4. The proposed marijuana business complies with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana business will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.
5. Douglas Genova testified in favor of granting the license on January 20, 2015; and on February 3, 2015 Josh Bleem and Cynthia Genova testified in favor of granting the license. Bill Phillips, Chris Furia, Carol Dillow Phillips, Mike Garrett, Susan Martin, Father Peter Raleigh, Mary Jo Baudino, and Deb Hartman on January 20, 2015, testified in opposition to the granting of the license; and on February 3, 2015, Bill Phillips, Chris Furia and Father Peter Raleigh testified in opposition to the granting of the license. No other persons testified in favor of or in opposition to the granting of the license.
6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing that the applicant owner is of good moral character and any employees of this entity will likewise be of good moral character.
7. The City Clerk's report showed that there are currently 14 medical and retail marijuana licenses overall approved within the City of Trinidad, with five ownerships, at five addresses.
8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the location of the business is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store License and Retail Marijuana Cultivation Facility License at 3019 Toupal Drive in Trinidad, Colorado. The issuance of said license shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.

Councilmember Bonato corrected #5 to remove Deb Hartman and Mary Jo Baudino as parties who spoke against the application. Mayor Pro-Tem Bolton concurred.

**PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN.** Thomas Murphy, owner of Mullare-Murphy Funeral Home and Trinidad Times Television, addressed Council regarding Tourism and passed out a handout to each of them. He said the reason he was before them was to give Council information that is vital to the integrity of this community concerning recent actions taken by the Tourism Board. He described it as serious breaches of the law and responsibilities and thought that was he was providing this evening is nothing more than the tip of an iceberg. He said he has been following the board and filming them for a number of years. He pointed in his handout to a copy of a portion of the handbook given to Council by Tami Tanoue and Robert Widner from CIRSA regarding Ethics and Best Practices for Public Officials. He said he has a couple of points that may be relative. In the section regarding Open Meetings Law he read that "a citizen may apply to the court for access to the record of an executive session; if the court determines, after listening to the record, that the local public body engaged in substantial discussion of any matters that were not proper subjects for an executive session, or took formal action while in executive session, then the record may be made accessible to the public." He also said that the City's insurance coverage for holding executive sessions is only available to City Council and not to boards or commissions according to information in the handbook. He continued that the Tourism Board had asked City Attorney Downs to do an overview of executive session which he obtained a copy of through a Freedom of Information request. He said he thinks the Board took that and thought they could do whatever they wanted to do. Mr. Murphy described it as the Tourism Board being in front of the house doing a dog and pony show with respect to the people applying for their proposal to be considered for the marketing entity, but in back of the house for months they were having meetings with a different entity of things they really wanted to do to the tune of a contract of over one quarter of a million dollars. He said the information is in the packet he gave them. Mr. Murphy said the Tourism Board met in executive session on December 10<sup>th</sup> and December 17<sup>th</sup>. There's an e-mail from December 17<sup>th</sup> from Pat Patrick to Tom Cordova congratulating him on the board accepting his contract. It exceeded the value that required it to be put out for a request for proposal. He

reiterated that this is the tip of the iceberg. He suggested that he'd like a work session meeting with Council to go through the information he has in more detail. He added that when the new City Manager starts he will meet with him because it is also involving a City employee that may be or may not be complicit. He said that regarding Council's responsibility in this matter, last January they appointed a Council liaison. So if the excuse is that they didn't know or that the Board is independent of Council, that's not true. According to the Freedom of Information documents, they had another meeting on December 31<sup>st</sup> in executive session with legal counsel and the Tourism Board did a complete 180, deciding they will do a request for proposals process. They then went through the process and even that process was flawed he said. He concluded that he came to Council with this information because they are responsible to the taxpayers and they need to ask some questions.

Deb Hartman, South Central Council of Governments Program Director for Children's Programs, and Director at the Early Learning Center at 1225 Rosita, a state-licensed childcare facility, addressed Council. She said that their agency receives state funding through the school district establishing them as a school for early learning. Trinidad is leading into a new domain. Trinidad can be leading force in this new area. She encouraged Council to consider adding childcare rather than daycare in the ordinance that imposes a 1,000 foot boundary on marijuana businesses and schools. She asked them to lead the rest of the state in this new charge. She concluded that she knows they will do the best this for our children and families.

John Curtis Castellano addressed Council. He told Council that there's more to the community and to establishing work for people than marijuana. He said he is against marijuana and opening marijuana businesses. He suggested they should use those facilities for something different.

John Schecter, 2015 Trinidad & Las Animas County Chamber of Commerce President, addressed Council. He recognized in his accompaniment Linda Barron, President-Elect, Jack Isreal, Treasurer, as well as Les Downs, a board member, and Pat Fletcher as the City's liaison. He told Council that the January Chamber luncheon featured High Sierra Theatres and Movie Picture Showhouse as presenters and sponsors. The February luncheon is coming up and the sponsors will be Trinidad State Junior College and the presenter will be Dr. Carmen Simone about the recent happenings at the college. The Chamber is planning on holding a monthly luncheon on the third Wednesday of each month. The public and Council is invited, he said. Mr. Schecter said they also have re-established their website, trinidadlasanimaschamber.com. He extended appreciation to Jay Martinez and ERA McCarthy for their work on the website. Additionally they are working on reorganizing the Santa Fe Trail Festival. He requested Council's consideration in joining them in a joint meeting between the Chamber, County Commissioners and Tourism Board on February 20<sup>th</sup>. Mr. Schecter revisited their website and added that they are in the process of putting together a community calendar. He said they felt it would be a good place to post all of the community organizations' calendar information as well as fraternal organizations and for a business bulletin board. Visitors will also be able to see what local meetings are happening. He concluded that they narrowed their efforts down to four major events: the Chenoweth awards on March 14<sup>th</sup>, Santa Fe Trail Festival during the second week in June, Meet the Candidates in October and the Business Expo in November. They will be asking for Council's help with sponsorship of events and in their recruitment of members, encouraging everyone to join, individuals or businesses. Councilmember Bonato asked if they will still plan for the Armed Forces Day Parade. Mr. Schecter responded affirmatively. Councilmember Torres asked what time the February 20<sup>th</sup> meeting will be held. Linda Barron answered that it will be a noon luncheon. She reiterated that the Chamber would love for the County, City and Tourism Board to sit down and talk so they may all know where they are at. She said they haven't determined the location of the meeting yet. Mr. Schecter said they would let Council know. Mayor Pro-Tem Bolton thanked the Chamber officers and members for their efforts. Mayor Reorda asked if he has a list of members that he's been asking for. Mr. Schecter provided him the list.

Jennifer Sanchez-McDonald, Huerfano-Las Animas Early Childhood Council, addressed Council. She said she would like, as an early childhood advocate, for Council to consider changing the word daycare to childcare and family homes in the ordinance being considered tonight with respect to the 1,000 feet boundary from marijuana facilities. Secondly, she invited Council to the second Raising of America, which was originally broadcast on PBS in October. It is a mini-series about America's struggles for adequate nurturing environments for babies and young children. She said they will be showing "Once Upon a Time" in Walsenburg at the Spanish Peaks Library on February 17<sup>th</sup> from 12 to 1:00 p.m. and in Trinidad on February 23<sup>rd</sup> from 12 to 1:00 p.m. at the Health Department where they will present "Are We Crazy About our Kids?" There have a variety of series about environment and enriching youth development. Trinidad is one of the 15 communities in Colorado to host these airings. She invited everyone present to attend.

Bill Phillips pointed out that there was a group of citizens present this evening. Among them was Larry Robinson who has a package of legal papers. The papers are pleadings in a recent lawsuit filed in District Court naming the City and City Council as defendants and Chris Furia, WD's Venture, LLC d/b/a Big O Tires in Trinidad and LAHT Enterprise, Inc., d/b/a Grease Monkey in Trinidad as plaintiffs. He said they were present to serve the papers on the Mayor on behalf of the City. They will wait until the end of the meeting and he asked that they be accepted graciously, adding that there were others here to be served who refused.

**COUNCIL REPORTS.** Council members Mattie, Torres, and Bonato had nothing to report.

Councilmember Miles reported that she and Councilmember Fletcher attended the monthly ARPA Board meeting in LaJunta recently, however there was nothing of consequence to report about.

Mayor Reorda reported that he and Councilmember Bonato attended a hearing session in Colorado Springs for the military today. The meeting was set because they are planning on cutting military numbers and Colorado Springs is concerned. The Governor, several mayors, and Generals from the Pentagon were there. There were about 500 people in attendance and it was on television. He described it as a terrific hearing. They left before the general public spoke to get back for the meeting, which he apologized for being late to. He concluded that it is important for us to keep Fort Carson running because it spins off to Pinon Canyon. The military has plans to do more at Pinon Canyon.

Councilmember Fletcher told Council that Friends of the Library will begin this month holding a senior day on the

first Friday of each month offering 50% off to seniors at their used book store. They will also be holding a sweetheart sale on February 13<sup>th</sup> and 14<sup>th</sup> with 50% off all books. Additionally they are soliciting new and renewals for their membership. New members and renewals will get a free gift.

Councilmember Bolton reported that she attended the refresher workshop on January 22<sup>nd</sup> presented by Department of Local Affairs (DOLA). This was the training scheduled for the City's Planning Commission members. She said it was very informative and a nice presentation. Councilmember Bolton offered her appreciation to DOLA.

**REPORTS BY CITY MANAGER.** Clubhouse. Acting City Manager Garrett informed Council that advertisement to solicit proposals for operation of the golf course clubhouse restaurant facility was made.

ADA Restroom. Acting City Manager Garrett told Council that an ADA accessible restroom has been completed on the first floor of City Hall and the accessible portapotty removed from outside the building.

Financial Report. Acting City Manager Garrett called to Council's attention at their seating places the financial reports for period ended December 31, 2014.

Thank you. Council was advised of a phone call Acting City Manager Garrett received from Ann Risley at the Senior Center to thank Council for the 2015 funding. She noted that the full allocations were sent out to all of the entities awarded funding, except one that will be sent this week.

**REPORTS BY CITY ATTORNEY.** E911. City Attorney Downs advised Council that the City, County and members of the E911 Authority have meet concerning a third draft of the E911 Agreement that will be presented for Council's consideration at their next work session.

Councilmember Fletcher inquired as to who was responsible for the removal of the house on Linden Avenue. Acting City Manager Garrett answered that she believed the bank who owns the property removed the house.

**UNFINISHED BUSINESS.** Public hearing for consideration of an ordinance of the City Council of the City of Trinidad, Colorado, amending Article 11, Chapter 14, Section 14-201, Definitions, 14-201(y) "School" to offer the same protection to existing state-licensed daycare facilities as those offered to facilities meeting the school definition as it was originally adopted. Mayor Pro-Tem Bolton declared the public hearing open and called for comments for or against the ordinance. Councilmember Miles recommended that Council approve this ordinance and revisit the new comments concerning childcare facilities at a future work session. There being no additional comment, the hearing was closed.

Second reading of an ordinance of the City Council of the City of Trinidad, Colorado, amending Article 11, Chapter 14, Section 14-201, Definitions, 14-201(y) "School" to offer the same protection to existing state-licensed daycare facilities as those offered to facilities meeting the school definition as it was originally adopted. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Fletcher and seconded by Mayor Reorda. Upon roll call vote the motion carried unanimously.

#### ORDINANCE NO.1974

OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO,  
AMENDING ARTICLE 11, CHAPTER 14, SECTION 14-201, DEFINITIONS, 14-201(Y)  
"SCHOOL" TO OFFER THE SAME PROTECTION TO EXISTING STATE-LICENSED  
DAYCARE FACILITIES AS THOSE OFFERED TO FACILITIES MEETING THE SCHOOL  
DEFINITION AS IT WAS ORIGINALLY ADOPTED

**MISCELLANEOUS BUSINESS.** Appointment to the Arts and Culture Advisory Commission. Mayor Reorda made a motion to appoint Michelle Goodall to the Commission. The motion was seconded by Councilmember Miles and carried unanimously upon roll call vote.

Appointments to the Tourism Board. Councilmember Fletcher moved for the reappointment of Cy Michaels to the Board and the motion was seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote.

Appointment to the Parks & Recreation Advisory Committee. A motion to appoint Matthew Torrez was made by Councilmember Fletcher and seconded by Councilmember Miles. Upon roll call vote the motion carried unanimously.

Appointments to the Board of Building Code Appeals. Councilmember Miles made a motion to reappoint Wayne Pritchard and Sam Coker to the Board. The motion was seconded by Councilmember Torres and carried unanimously upon roll call.

Appointment to the Library Advisory Board. A motion to reappoint Frank Hardy to the Board was made by Councilmember Fletcher and seconded by Mayor Reorda. Upon roll call the motion carried unanimously.

Resolution appointing the Commissioners of the Trinidad Urban Renewal Authority (URA). Edward Griego was interviewed for consideration of filling a seat on the board due to the fact that he wasn't able to be interviewed at the previous work session. Councilmember Mattie advised Council that he wished to not participate in the selection of the Commission members since his wife was a candidate. Paper ballots were provided to Council for them to indicate which five applicants they would like to seat. Regarding whether a Council member will assume a seat on the Urban Renewal Authority, Councilmember Bonato made a motion that one would not serve. Councilmember Fletcher seconded the motion which carried unanimously. Councilmember Bonato made a motion to stipulate that there would be a total of seven members on the URA. The motion was seconded by Councilmember Torres. Upon roll call vote the motion carried

unanimously. Council agreed that the terms and the chairman would be done through the paper voting process. Through the first and a subsequent paper ballot vote, the following appointments were made: Edward Griego, Chairman, to serve a term to February, 2020; Nancy Lackey, to serve a term to February, 2019; Lucille Mattie, to serve a term to February, 2018; John Tarabino, to serve a term to February, 2017; and Phil Rico to serve a term to February, 2016. (David Barrack and Cherie Kollander were previously appointed and are serving terms to February, 2019 and 2018, respectively). William Barns was selected as an alternate member. Mr. Griego asked for clarification on the tenure of the Chairman. Tara Marshall answered that the first Chairman will serve one year. The Board will establish bylaws and set out a procedure for the election of a new Chairman next February. Mr. Griego thanked Council for their confidence in him and allowing him to serve with the other fine people they chose. A motion to adopt the resolution setting forth members, terms, and the chairman was made by Councilmember Fletcher and seconded by Councilmember Torres. The motion carried unanimously upon roll call vote. During the time that the votes were being tallied, Ms. Marshall pointed out the information provided in Council's information packet from Colorado Municipal League that the legislation will be introduced this week to include Boards of County Commissioners in seating URA commissions. She said CML will provide updates as that progresses. They may need to expand the board at some time.

RESOLUTION NO. 1449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO,  
APPOINTING THE COMMISSIONERS OF THE TRINIDAD URBAN RENEWAL AUTHORITY

Consideration of renewal of Main Street Program Memorandum of Understanding. Councilmember Fletcher moved for the renewal of the MOU. Councilmember Miles seconded the motion. Roll call was taken and the motion carried unanimously.

Ratification of City Manager Employment Agreement with Gabriel Engeland. Councilmember Miles thanked City Attorney Downs for his good work on the contract. A motion to ratify the City Manager employment agreement with Gabriel Engeland was made by Councilmember Miles and seconded by Councilmember Torres. Upon roll call vote the motion carried unanimously.

**BILLS.** Councilmember Bonato moved to approve the bills and Councilmember Fletcher seconded the motion. The motion carried unanimously upon roll call vote.

**PAYROLL,** January 17, 2015 through January 30, 2015. A motion to approve the payroll was made by Councilmember Bonato and seconded by Councilmember Torres. Roll call was taken and the motion carried unanimously.

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

ATTEST:

\_\_\_\_\_  
CAROL BOLTON, Mayor Pro-Tem

\_\_\_\_\_  
DONA VALENCICH, Asst. City Clerk

3



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:**

**SUBJECT: PUBLIC HEARING**

- a) Motion to Continue the Public Hearing for a New Retail Marijuana Store license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 520 Nevada Avenue
- b) Motion to Continue the Public Hearing for a New Retail Marijuana Cultivation Facility license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 123 Pine Street

**PRESENTER:** Les Downs, City Attorney

**RECOMMENDED CITY COUNCIL ACTION:** Grant the continuance.

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** This is an application for new licenses.

**ALTERNATIVE:** N/A

**BACKGROUND INFORMATION:**

- The hearings for this entity were set to occur this evening, however, the applicant has requested a continuance to allow for a restructuring of the limited liability company. The restructuring will result in the same but fewer parties with ownership interests. Consequently when they have accomplished this restructuring the hearing could be scheduled at the next regular meeting, which is enough time to re-post and republish.

3

Emerald City Wellness, LLC

2606 Colorado Ave

Colorado Springs, CO 80904

City of Trinidad

Ms. Audra Garrett

City Clerk

Ms. Garrett,

As per your discussion with Chris Harris, Emerald City Wellness, LLC is officially requesting a continuance of our city council hearing in regards to our licensing for the City of Trinidad. The company is currently restructuring its ownership and would like to complete that task prior to the council considering our license request.

As per the review of the regulations pertaining to such a request, we understand that after our notice to you to submit the company for the hearing it will be 14 days for required publishing and posting and then we would be put on the agenda for the next available council meeting. We appreciate all of your time and effort in processing our license and the assistance in understanding the regulations of the City of Trinidad. If this request does not meet the requirements required for the continuance please contact Chris Harris for any necessary revisions.

Sincerely,



Joseph Fisher

Member/Mgr

City of Trinidad

FEB 12 2015

City Clerk's Office



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*

*Ja*

**SUBJECT:** 3.2% Beer Retail License (Off-Premises) renewal request by Walmart Stores, Inc. d/b/a Walmart #962 at 2921 Toupal Drive

**PRESENTER:** Walmart Store #962 representative

**RECOMMENDED CITY COUNCIL ACTION:** Consider renewal of the license

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** N/A

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The renewal application is in order.
- Fees have been paid.
- The Fire Chief had no comments to provide.
- The Building Inspector supported approval of the renewal.
- The Police Department had no calls for service in the past year.
- Disclosure statements from Councilmembers Miles & Torres are attached.

*Ja*

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

WALMART #962  
 702 SW 8TH STDEPT 8916  
 BENTONVILLE AR 72716-6209

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>WAL MART STORES INC</b>		DBA <b>WALMART #962</b>		
Liquor License # <b>09495180009</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>09495180009</b>	Expiration Date <b>4/22/2015</b>	Due Date <b>3/8/2015</b>
Street Address <b>2921 TOUPAL DR TRINIDAD CO 81082</b>				Phone Number <b>(719) 846 4477</b>
Mailing Address <b>702 SW 8TH STDEPT 8916 BENTONVILLE AR 72716-6209</b>				
Operating Manager <b>Hilary Lamb</b>	Date of Birth [REDACTED]	Home Address [REDACTED] <b>Trinidad, CO 81082</b>		Phone Number [REDACTED]
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>2/1/17</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p><b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Andrew C. [Signature] / Jerry Held</b>	Title <b>Licensing Compliance Mgr Asst Secretary</b>
Signature <b>[Signature]</b>	Date <b>2-3-15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For <b>Trinidad</b>	Date
Signature [Signature]	Title <b>Mayor</b>
	Attest

**WAL-MART STORES, INC**  
**CORPORATE OFFICERS**

<b>NAME AND TITLE</b>	<b>BUSINESS ADDRESS</b>
Doug McMillon President & CEO Director	702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716
Phyllis Harris Sr. VP & Chief Compliance Officer	702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716
Jeffrey Davis Treasurer	702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716
Amy Thrasher Assistant Secretary	702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716
Andrea Lazenby Assistant Secretary	702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716

The above officers / directors own less than 1% stock of Wal-Mart Stores, Inc., a public corporation.

Site ID	City	State	Category	Sub-Category	Create Date	Year	Fine	Paid	Inspection ID	Resolution
2270	DURANGO	CO	Alcohol	Sale to Minor	1/14/2012 14:00	2012	0		255857	Trained the associates on proper procedures.
2270	DURANGO	CO	Alcohol	Sale to Minor	3/29/2012 11:00	2012	0		267757	Trained the associates on proper procedures.
2125	LAKEWOOD	CO	Alcohol	Sale to Minor	10/3/2012 19:45	2012	0	0	296515	Store is working to correct issues.
2125	LAKEWOOD	CO	Alcohol	Sale to Minor	10/3/2012 19:45	2012	0	0	296515	Performed Investigation with Operations
1273	FOUNTAIN	CO	Alcohol	Sale to Minor	10/17/2012 20:30	2012	0	0	298735	Store is working to correct issues.
2125	LAKEWOOD	CO	Alcohol	Sale to Minor	4/19/2013 18:15	2013	324.82	324.82	330835	Home Office Needs to pay Fee/Fine.
5341	BROOMFIELD	CO	Alcohol	Sale to Minor	12/21/2013 10:15	2013	0	0	375024	Performed Investigation with Operations
921	SALIDA	CO	Alcohol	Sale to Minor	1/11/2014 14:00	2014	0	0	378007	Performed Investigation with Operations
2892	PARKER	CO	Alcohol	Sale to Minor	3/18/2014 12:15	2014	318	318	392771	Performed Investigation with Operations
4567	BRIGHTON	CO	Alcohol	Sale to Minor	3/26/2014 16:45	2014	450	450	394762	Performed Investigation with Operations
953	LOVELAND	CO	Alcohol	Sale to Minor	7/31/2014 20:30	2014	1744	1744	423243	Performed Investigation with Operations
3867	WESTMINSTER	CO	Alcohol	Sale to Minor	9/17/2014 9:45	2014	0	0	432843	No Issues to Resolve

Supercenter	5334	3301 TOWER RD	AURORA	CO	80011	3.2 Beer	09-49518-0081	9/28/2014	Adams County	3 2 BEER	146049	9/28/2014	71-0415188
Supercenter	5341	500 SUMMIT BLVD	BROOMFIELD	CO	80021	3.2 Beer	09-49518-0077	8/4/2014	Broomfield County	3 2 BEER	49-2010	8/4/2014	71-0415188
Supercenter	5370	2514 MAIN ST	LONGMONT	CO	80504	3.2 Beer	09-49518-0083	2/28/2014	Boulder County	3 2 BEER	09-49518-0083	2/28/2014	71-0415188
Supercenter	5458	37 STAFFORD LN	DELTA	CO	81416	3.2 Beer	09-49518-0078	8/24/2014	Delta County	3 2 BEER	none	8/24/2014	71-0415188
Sam's Club	6219	1850 E. WOODMAN RD	COLORADO SPRINGS	CO	80920	3.2 Beer	12-33986-0011	10/18/2014	El Paso County	3 2 BEER	N/A	10/18/2014	71-0794414
Sam's Club	6630	7370 W.N 52ND AVE.	ARVADA	CO	80002	Beer/Wine/Liquor	12-33986-0008	4/20/2014	Jefferson County	BEER WINE LIQUOR	14781	4/20/2014	71-0794414
Market	3020	14605 W 64th Ave	ARVADA	CO	80004	3.2 Beer	09-49518-0102	5/1/2014	Adams County	3 2 BEER	15139	5/1/2014	71-0415188
Market	3126	16746 E Smoky Hill Rd	CENTENNIAL	CO	80015	3.2 Beer	09-49518-0101	4/19/2014	Arapahoe County	3 2 BEER	N/A	4/19/2014	71-0415188
Market	3128	142 S parker Rd	DENVER	CO	80231	3.2 Beer	09-49518-1000	4/29/2014	Arapahoe County	3 2 BEER	09-49518-0000	4/29/2014	71-0415188
Market	3021	2253 S Monaco Pkwy	DENVER	CO	80222	3.2 Beer	46-00192-0000	9/30/2014	Denver County	3 2 BEER	1066930	9/30/2014	71-0415188
Market	3096	2972 Iris Avenue	BOULDER	CO	80301	3.2 Beer	46-00128-0000	8/24/2014	Boulder County	3 2 BEER	4600128	8/24/2014	71-0415188

2/5/15

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

Applicant: Wal-Mart Stores, Inc.

dba: Wal-Mart Store #962

Address: 2921 Toupal Drive

Type of License: 3.2% Beer – Off Premises

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: February 17, 2015

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Everything OK

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

2-11-2015  
Date

Robert L. ...  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 12, 2015

2/5/15

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

Applicant: Wal-Mart Stores, Inc.

dba: Wal-Mart Store #962

Address: 2921 Toupal Drive

Type of License: 3.2% Beer – Off Premises

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: February 17, 2015

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2-6-15  
Date

Chris J. Kelley  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 12, 2015

2/5/2015

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

Applicant's Name: Wal-Mart Stores, Inc.

DBA: Wal-Mart Supercenter #962

Business Address: 2921 Toupal Drive

Type of License: 3.2% Off-Premises

Renewal     Transfer     Change of Location     New     Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: February 17, 2015

\*\*\*\*\*

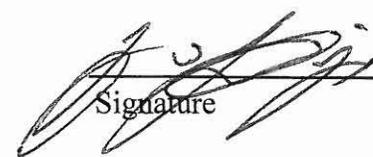
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records

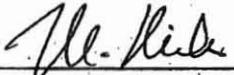
2-12-15  
Date

  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 12, 2015

**DISCLOSURE STATEMENT**

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

  
\_\_\_\_\_  
Michelle Miles  
12/4/12  
\_\_\_\_\_  
Date

**DISCLOSURE STATEMENT**

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

  
\_\_\_\_\_  
Liz Torres  
4.8.14  
\_\_\_\_\_  
Date



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*

**SUBJECT:** New Retail Marijuana Store license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 118 Santa Fe Trail

**PRESENTER:** Les Downs, City Attorney

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

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

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

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is April 7, 2015 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(f), the Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.



# CITY OF TRINIDAD

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

<b>RETAIL MARIJUANA LICENSE APPLICATION</b>		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee _____	Square feet = \$ _____	
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant Faragosi Farms Incorporated

(Corporation/LLC)

Applicant \_\_\_\_\_

(Sole Proprietor)

First Name

Middle Initial

Last Name

Trade Name of Establishment (DBA) Faragosi Farms

Address of Premise 118 Santa Fe Trail Trinidad, CO 81082

Mailing Address 118 Santa Fe Trail Trinidad, CO 81082

Telephone 470-222-9040 Email Address faragosifarms@gmail.com

Contact Person/Manager Alix Rose Title Store Manager

Telephone 404-661-9982 Email Address alixrose@yahoo.com

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

Ownership

Lease

Other (explain in detail)

\_\_\_\_\_  
\_\_\_\_\_

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:\*\*

Landlord	Tenant	Expires
Craig Hixson	Faragosi Farms Incorporated (Davyd Smith)	03/31/2016

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

<b>ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION</b>
--

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

1. Fingerprinting by the Trinidad Police Department for:
  - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
  - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
  - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
  - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession
3. Conditional Use Permit approval
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises:
  - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
9. Copy of State Application with attachments

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

1. Name: Davyd Smith Title: Owner  
Address: 3041 Fillmore Street Denver, CO 80205  
Financial Interest: 100%

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

6. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

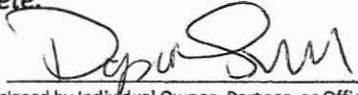
7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

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

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

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

Signed:  Title: Owner  
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Davyd Smith Date: 1/13/2015



City of Trinidad, Colorado  
1876

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE  
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND  
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL  
RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES**

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, Davyd Smith, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

Davyd Smith

**Printed Name of Licensee**

Davyd Smith

**Authorized Signature of Licensee/Title**

1.13.2015  
**Date**

Dawn Van Vleet  
Notary Public  
State of Colorado  
Notary ID: 19984010978  
My Commission Expires June 8, 2018

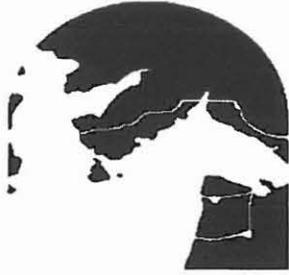
STATE OF Colorado )  
COUNTY OF Denver )

ss.

Subscribed and sworn to before me this 13 day of January, 2015.

dawnvanvleet  
Notary Public Signature

My Commission Expires: 6/8/2015



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:**

**SUBJECT:** New Retail Marijuana Cultivation Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street

**PRESENTER:** Les Downs, City Attorney

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

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

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

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is April 7, 2015 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(f), the Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.



# CITY OF TRINIDAD

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

<b>RETAIL MARIJUANA LICENSE APPLICATION</b>		
<input checked="" type="checkbox"/> New License Application Fee \$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00	
<input type="checkbox"/> Transfer of Ownership Application Fee \$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00	
<input checked="" type="checkbox"/> \$1.00 per square foot cultivation fee <u>3,696</u>	Square feet = \$ <u>3,696</u>	
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ <u>                    </u>		
LICENSE TYPE		
<input type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input checked="" type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
<small>*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)</small>		

Applicant Faragosi Farms Incorporated

(Corporation/LLC)

Applicant \_\_\_\_\_

(Sole Proprietor)

First Name

Middle Initial

Last Name

Trade Name of Establishment (DBA) Faragosi Farms

Address of Premise 612 Hainlen Street Trinidad, CO 81082

Mailing Address 118 Santa Fe Trail Trinidad, CO 81082

Telephone 470-222-9040 Email Address faragosifarms@gmail.com

Contact Person/Manager Alix Rose Title Manager

Telephone 404-661-9982 Email Address alixxrose@yahoo.com

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

Ownership

Lease

Other (explain in detail)

\_\_\_\_\_  
\_\_\_\_\_

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:\*\*

Landlord	Tenant	Expires
Craig Hixson	Faragosi Farms (Davyd Smith)	03/31/2016

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

### ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

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

1. Fingerprinting by the Trinidad Police Department for:
  - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
  - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
  - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
  - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession
3. Conditional Use Permit approval
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises:
  - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the floor area. Floor plan must include location of licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
9. Copy of State Application with attachments

Fingerprints  
Sent directly  
to CBI.

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

1. Name: Davyd Smith Title: Owner  
Address: 3041 Fillmore Street Denver, CO 80205  
Financial Interest: 100%

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

6. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

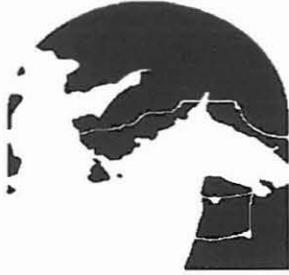
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners,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

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

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

Signed:  Title: Owner  
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Davyd Smith Date: 1/17/2015



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*

**SUBJECT:** New Retail Marijuana Product Manufacturing Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street

**PRESENTER:** Les Downs, City Attorney

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

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

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

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is April 7, 2015 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(f), the Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.



If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:\*\*

Landlord	Tenant	Expires
Craig Hixson	Faragosi Farms (Davyd Smith)	03/31/2016

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

**ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION**

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

1. Fingerprinting by the Trinidad Police Department for:
  - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
  - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
  - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
  - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
  
2. Lease or Deed – Evidence of Possession
  
3. Conditional Use Permit approval
  
4. Copy of alarm system contract
  
5. Copy of state sales tax license
  
6. Certificate of Good Standing
  
7. Affidavit of Lawful Presence (Sole Proprietors only)
  
8. Diagram of Premises:
  - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
  
9. Copy of State Application with attachments

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

1. Name: Davyd Smith Title: Owner  
Address: 3041 Fillmore Street Denver, CO 80205  
Financial Interest: 100%

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

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

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

Signed:  Title: Owner  
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Davyd Smith Date: 1/13/2015



City of Trinidad, Colorado  
1878

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE  
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND  
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL  
RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES**

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, Davyd Smith, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

Davyd Smith

**Printed Name of Licensee**

*Davyd Smith*

**Authorized Signature of Licensee/Title**

1.13.2015  
**Date**

Dawn Van Vleet  
Notary Public  
State of Colorado  
Notary ID: 19984010978  
My Commission Expires June 8, 2018

STATE OF Colorado )  
COUNTY OF Denver )

ss.

Subscribed and sworn to before me this 13 day of JANUARY, 2015.

*Dawn Van Vleet*  
**Notary Public Signature**

My Commission Expires: 6/08/2018



CITY OF TRINIDAD, COLORADO  
1876

## Council Communication

City Council Regular Meeting

February 17, 2015

Prepared by:

Linda Vigil, February 11, 2015

Dept. Head Signature:

# of Attachments: 1

SUBJECT: Consideration of First Amendment to Fire Emergency Water Supply Agreements with the Stonewall Fire Protection District

Presenter: Michael Valentine, Public Works/Utilities Director

Recommended City Council Action: Consideration and approval of agreement with the Stonewall Fire Protection District.

Summary Statement: Lloyd Hollman, Fire Chief for the Stonewall Fire Protection District has discussed with staff the importance of fire protection for our watershed and the possibility of placing fire hydrants at strategic locations along State Highway 12. Previous agreements have allowed for the fire protection district to draw water from ponds, stock tanks, irrigation ditches, rivers, and streams located on the city's property for fire suppression during the years of 2012, 2013, and 2014. The Stonewall Fire Protection District has requested initial installation of a fire hydrant to be located in Weston. The SFPD has agreed to furnish all material required with city forces providing the cost of installation. SFPD will also provide a locking mechanism on the fire hydrant to prevent any theft of city water or damage to the fire hydrant.

Expenditure Required: Installation costs of the new fire hydrant

Source of Funds: Water Department Budget

Policy Issue: Fire protection for the city's watershed.

Alternative: Council could elect not to approve the installation of a new fire hydrant and continue allowing for the use of water for fire suppression as previous agreements have stated.

Background Information: In the past couple of years, the city has entered in prior agreements with Stonewall Fire Protection to cooperatively and collectively work together to protect the city's watershed located within the boundaries of the Stonewall Fire Protection District in the event of a fire disaster. In prior years, the district has requested the necessity of a fire hydrant to be located within their boundaries. If council, so agrees, this would accomplish and satisfy their request.

**FIRST AMENDMENT TO FIRE EMERGENCY WATER SUPPLY  
AGREEMENTS**

**PARTIES:** City of Trinidad, Colorado (CITY)  
135 North Animas Street  
P. O. Box 880  
Trinidad, CO 81082

Stonewall Fire Protection District (DISTRICT)  
16200 County Rd. 31.9  
P. O. Box 10  
Weston, CO 81091

**RECITALS:**

Stonewall Fire Protection District (hereinafter the "DISTRICT") entered into a Fire Emergency Water Supply Agreements ("AGREEMENTS") with the City of Trinidad, Colorado ("CITY"), on the 21st day of March, 2012. The Agreement was filed of record on May 11, 2012 in Las Animas County, Colorado, in Book 1103 at Pages 891-892.

The AGREEMENTS permitted Stonewall Fire Protection District and any other entity so deemed necessary by the DISTRICT to draw water from ponds, stock tanks, irrigation ditches, rivers, streams or lakes located on the CITY's property for the suppression of any fire located within the Stonewall Fire Protection District for the years 2012, 2013 and 2014. The AGREEMENTS further provided that the CITY would be given a G.P.S. location at the time of any said fire and the CITY would be given notice. It further allowed the DISTRICT to draw the water needed and notify the CITY at a later time, should the CITY contacts identified on the AGREEMENTS not be available.

The CITY and the DISTRICT wish to extend this mutual agreement for the protection of life and property. Further, it is in the best interest of the CITY and its residents and extraterritorial customers to protect the CITY's watershed which is located in the Stonewall Fire Protection District's boundary.

The CITY has determined it to be reasonable to make the following Amendment to the AGREEMENTS:

- 1) Paragraph one is amended to extend the term of the agreement to include 2015 and shall renew automatically for one year periods until terminated by either party.
- 2) A new paragraph is added as follows:

The CITY agrees:

To pay the labor costs only for the installation cost of a new fire hydrant to be located at a point approximately 147 lineal feet north of U.S. Highway 12 on County Rd. 31.9,

Weston. The CITY further agrees to pay one-half of the cost associated with the operation and maintenance from the point of tap to and including the fire hydrant.

The CITY will have ownership of the hydrants for the purpose of insurance coverage.

The **DISTRICT** agrees:

To pay all material costs associated with the installation of the new fire hydrant. The DISTRICT further agrees to pay one-half of the costs associated with the operation and maintenance required in the future from the point of tap to and including the fire hydrant.

DISTRICT will provide for any easements necessary for the installation of the service line and hydrant.

DISTRICT will install anti-theft devices on hydrants as needed or as required by CITY.

DISTRICT will install protective cages around the hydrants to protect the apparatus from damages.

DISTRICT will ensure that all personnel will be trained in the proper operation of a fire hydrant.

3) The contact information provided for the CITY is amended as follows:

Gilbert Ramirez, (719) 868-2244 / (719) 680-1432

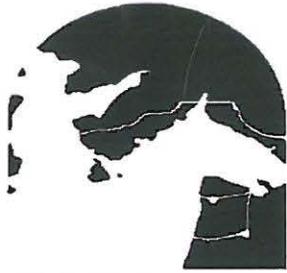
Mike Valentine, (719) 846-2961 / (719) 680-3795

Linda Vigil, (719) 846-0535

All other terms set forth in the Fire Emergency Water Supply Agreements (“AGREEMENTS”) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties and/or their duly authorized officials have executed this Agreement.





CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:**

**SUBJECT:** Engagement Letter Agreement with Dixon, Waller & Co., Inc. for the conduct of the 2014 Audit

**PRESENTER:** Audra Garrett, ACM/City Clerk

**RECOMMENDED CITY COUNCIL ACTION:** Approval.

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** Yes

**SOURCE OF FUNDS:** All funds

**POLICY ISSUE:** N/A

**ALTERNATIVE:** Do not accept the proposal; solicit for alternative firm

**BACKGROUND INFORMATION:**

- The City is required to be audited annually.
- Dixon, Waller & Co., Inc. has been performing the City's audit services for many years and it is recommended that they be engaged to conduct the 2014 audit.
- If approved, they should begin the work on or about April 20, 2015.

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

January 22, 2015

To the City Council and City Manager

We are pleased to confirm our understanding of the services we are to provide City of Trinidad for the year ended December 31, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Trinidad as of and for the year ended December 31, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

- 1) None

**Audit Objective**

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

**Management Responsibilities**

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

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

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

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

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

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

**Audit Procedures—General**

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

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

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

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

#### **Audit Procedures—Internal Control**

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

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

We expect to begin our audit on approximately April 20, 2015 and to issue our reports no later than June 30, 2015. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report

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

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

Very truly yours,

*Dixon, Waller & Co., Inc.*

Dixon, Waller & Co., Inc.

RESPONSE:

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

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Council Communication

City Council Regular Meeting: February 17, 2015  
Prepared by: Linda Vigil, February 11, 2015  
Dept. Head Signature:   
# of Attachments: 1

89

SUBJECT: Water Lease Renewal Agreement between the Pioneer Natural Resources, USA, Inc., XTO Energy, Inc., and ARP Production Company and the City of Trinidad

Presenter: Michael Valentine, Public Works/Utilities Director

Recommended City Council Action: Consideration and approval of the Water Lease Renewal Agreement between the Pioneer Natural Resources, USA, Inc., XTO Energy, Inc., and ARP Production Company and the City of Trinidad

Summary Statement: Pioneer Natural Resources, USA, Inc., XTO Energy, Inc. and ARP Production Company are requesting 50 acre feet of water for use on an annual basis for purposes of augmenting out of priority depletions to the Purgatoire River and its tributaries for certain gas wells in the Central Raton Basin. The lessees are seeking a four (4) year lease for payment of \$25,000 per year.

Expenditure Required: Some minor attorney fees not to exceed \$2,000 may be expended.

Source of Funds: The Lessees will reimburse the City for reasonable, out of pocket legal fees.

Policy Issue: Execution of long term lease of water.

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

Background Information: The city entered into a previous lease agreement, which allowed for fifty (50) acre feet of water with the above named lessees to replace the out-of-priority depletions to the Purgatoire River and its tributaries caused by the operation of certain wells in the Central Raton Basin. In the past four years, neither of the lessees have used the entire 50acre-feet and have always paid the lease agreements in a timely manner. The new and existing lease are alike other than the name change of El Paso E&P Company, LF has been changed to ARP Production Company. The annual cost of the water lease is \$25,000 and payment is due by January 31<sup>st</sup> of each calendar year. The new lease agreement will expire on March 31, 2019, unless renewed pursuant to the terms and conditions in writing by both parties.

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## WATER LEASE AGREEMENT

- 1. PARTIES.** The parties to this Water Lease Agreement ("Lease") are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), **PIONEER NATURAL RESOURCES USA, INC.**, a Delaware corporation, **XTO ENERGY, INC.**, a Delaware corporation, and **ARP PRODUCTION COMPANY, LLC** a Delaware corporation (collectively "Lessees").
  - 2. RECITALS.** Lessees operate certain gas wells in the Central Raton Basin, which also produce ground water. The Lessees desire to replace the out-of-priority depletions to the Purgatoire River and its tributaries caused by the operation of its wells. The City has certain water in storage in Trinidad Reservoir that may be utilized to replace depletions caused by the operation of Lessees' wells.
- NOW, THEREFORE,** the parties agree as follows:
- 3. LEASE OF WATER.** The City hereby leases fifty (50) acre-feet of water to Lessees on an annual basis.
  - 4. TERM.** The term of this Lease shall be four (4) years. The Lease will automatically expire on March 31, 2019, unless renewed pursuant to paragraph 10 below.
  - 5. PAYMENT FOR LEASE.** On or before January 31, 2015, and on or before January 31 of each of the succeeding years, Lessees shall pay to the City \$25,000 for the lease of the fifty (50) acre feet each year. No invoice or other statement shall be provided by the City for the payment.
  - 6. LESSEES' RESPONSIBILITY.** The City will make fifty (50) acre-feet of water available each year from the City's storage account in Trinidad Reservoir on an "as is" basis. The water will be made available each year between April 1<sup>st</sup> and March 31<sup>st</sup>. The decreed uses of the water include augmentation use as set forth in the decree entered in Case Nos. 88CW61, 06 CW78 and 08CW101, District Court, Water Division No. 2, State of Colorado. It shall be the responsibility of the Lessees to obtain any additional approvals necessary to use the leased water for Lessees' intended purposes, including but not limited to approvals by the Colorado Division of Water Resources. The City shall cooperate with the Lessees in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained.
  - 7. RELEASE OF WATER.** The water will be made available for release from Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessees to coordinate and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessees' benefit.
  - 8. NO GUARANTEE.** Because of the possibility of drought, mechanical failures at Trinidad Reservoir or other extraordinary circumstances, the City cannot guarantee

delivery of water. In any year the City cannot deliver the full 50 acre-feet of water to the Lessees, the City shall refund to Lessees the fee for any water requested but not delivered at a rate of \$500 per acre foot. Such a refund shall be Lessees' sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

9. **NO CARRYOVER.** Any amount of water not called for release in any year shall not carry over for the benefit of the Lessees into the next year.

10. **TERMINATION.** This Lease shall terminate automatically on March 31, 2019, unless specifically renewed in writing by both parties pursuant to the terms and conditions contained in such renewal.

11. **REMEDIES.** In case of any default under this Lease, a non-defaulting party shall be entitled to terminate this Lease by giving written notice specifying such default. Upon the giving of such notice and if such default is not cured within 30 days, this Lease shall terminate and all right, title and interest of the defaulting party hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of such notice was the expiration of the term herein originally granted. Termination of this Lease pursuant to this Section will not limit or impair any remedies that the Parties may have at law or in equity with respect to any breach or default of any of the provisions of this Lease. Neither Party shall be liable to the other in any case for any incidental, consequential, exemplary, special or punitive damages in connection with any claim for breach of this Lease.

12. **REIMBURSEMENT OF EXPENSES.** On or before March 31, 2015, Lessees shall reimburse the City for its reasonable, out-of-pocket legal and engineering expenses in this matter. The City shall provide a statement for the expenses incurred on or before March 15, 2015.

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

**CITY:**

City of Trinidad  
Attn: Mike Valentine  
Utilities Director  
135 North Animas  
P.O. Box 880  
Trinidad, CO 81082

**LESSEES:**

Pioneer Natural Resources USA, Inc.  
1401 17th St., Suite 1200  
Denver, Co 80202  
Attn: Legal Department

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XTO Energy Inc.  
Attn: Kyle Littrell  
9127 S. Jamaica St.  
Englewood, Co 80112

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ARP Production Company, LLC

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**COPY TO:**

Jeffrey Kahn, Esq.  
Madoline Wallace-Gross, Esq.  
Lyons Gaddis  
P.O. Box 978  
Longmont, CO 80502-0978

**COPY TO:**

Christopher L. Thorne, Esq.  
Holland & Hart LLP  
555 Seventeenth St.  
Suite 3200  
Denver, CO 80202

14. **COUNTERPARTS.** This Lease may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Lease. A facsimile signature to this Lease shall be deemed an original and binding upon the parties to this Lease.

CITY:

CITY OF TRINIDAD,  
a Colorado municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

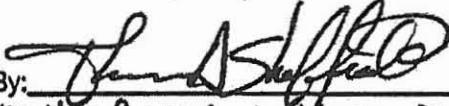
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEES:

PIONEER NATURAL RESOURCES USA, INC.,  
a Delaware corporation

By:   
Its: Vice President - Western Division, OPC

Dated: January 12, 2015

XTO ENERGY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

ARP PRODUCTION COMPANY, LLC  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY:

CITY OF TRINIDAD,  
a Colorado municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEES:

PIONEER NATURAL RESOURCES USA, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

XTO ENERGY, INC.,  
a Delaware corporation

By: John D. Baker John D. Baker  
Its: VP - Western Operations

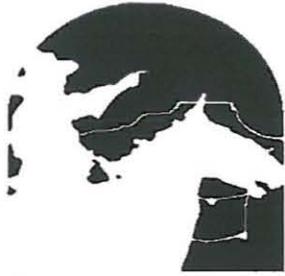
Dated: January 15, 2015

ARP PRODUCTION COMPANY, LLC  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



CITY OF TRINIDAD, COLORADO  
1876

# COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 17, 2015  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*

*Sh*

**SUBJECT:** Third Amended and Restated Intergovernmental Agreement concerning the Las Animas County E-911 Emergency Communications Authority

**PRESENTER:** Les Downs, City Attorney

**RECOMMENDED CITY COUNCIL ACTION:** Approval.

**SUMMARY STATEMENT:** IGA for E-911 Communications

**EXPENDITURE REQUIRED:** N/A

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Agreement amendment to amend, restate, incorporate, clarify, and repeal the various previous amendments.

**ALTERNATIVE:** Consider alternate language

**BACKGROUND INFORMATION:**

- This amendment will serve to amend, restate, incorporate, clarify, and repeal the various previous amendments.
- The amendment calls for the automatic appointments to the board of the Trinidad Police Chief, Trinidad Fire Chief, Sheriff and Trinidad Ambulance District Chief Executive Officer.
- The City would be allowed two additional seats on the board. NEW appointments to the board will have to be made.
- Current appointees include Mary Blecha, David Barrack, Charles Glorioso and Nick DeBono.
- Advertisement will be made to fill the two appointments upon approval of the amended agreement.

*Sh*

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**THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT CONCERNING THE  
LAS ANIMAS COUNTY E-911 EMERGENCY COMMUNICATIONS AUTHORITY**

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This Third Amended and Restated Intergovernmental Agreement Concerning the Las Animas County E-911 Emergency Communications Authority (this "AGREEMENT") is made as of this \_\_\_\_\_ day of February, 2015 (the "EFFECTIVE DATE"), by and between the following entities: Las Animas County, a Colorado county acting by and through its Board of County Commissioners (the "COUNTY"); the City of Trinidad, a municipal corporation ("TRINIDAD"); the Town of Aguilar, a municipal corporation ("AGUILAR"); the Town of Branson, a municipal corporation ("BRANSON"); the Town of Cokedale, a municipal corporation ("COKEDALE"); the Town of Kim, a municipal corporation ("KIM"); the Town of Starkville, a municipal corporation ("STARKVILLE"); the Fisher's Peak Fire Protection District, a special taxing district ("FISHER'S PEAK"); the Hoehne Fire Protection District, a special taxing district ("HOEHNE"); the Spanish Peaks-Bon Carbo Fire Protection District, a special taxing district ("SPANISH PEAKS-BON CARBO"); the Stonewall Fire Protection District, a special taxing district ("STONEWALL"); and the Trinidad Ambulance District, a special taxing district (the "AMBULANCE DISTRICT"). The above listed parties may be referred to individually as a "PARTY" and collectively as the "PARTIES."

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**RECITALS**

- A. Several of the Parties entered into an intergovernmental agreement dated February 1, 1992 (the “**FIRST IGA**”), for the purpose of establishing an emergency telephone service authority in Las Animas County.
- B. The First IGA was amended in July 2002 to clarify the status and obligations of the emergency telephone service authority.
- C. The Parties entered into an intergovernmental agreement dated November 20, 2013 (the “**SECOND IGA**”), which repealed and reenacted the emergency telephone service authority in Las Animas County.
- D. The Second IGA was amended on August 5, 2014, to change the method in which Directors (defined below) are appointed.
- E. The Parties desire an amended and restated agreement to make further amendments and to incorporate, clarify, and repeal the various previous amendments.
- F. Pursuant to C.R.S. § 29-11-100.5, *et seq.*, the Parties have the authority to enter into agreements for the purpose of providing emergency telephone service.
- G. C.R.S. § 29-1-201, *et seq.*, encourages and authorized intergovernmental agreements for the joint and cooperative provision of public services.

Definitions are listed on Exhibit A and throughout this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows:

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**Article I. CONTINUATION OF THE AUTHORITY**

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**Section 1.01 Continuation of Existing Authority; New Name.** The Authority is a continuation of the existing governmental entity named the “Emergency Telephone Authority,” created by the First IGA and reenacted by the Second IGA, except the Authority’s name is hereby changed to the “Las Animas County E-911 Emergency Communications Authority” (the “**AUTHORITY**”). The Authority shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities set forth herein.

**Section 1.02 Status of Authority.**

- (a) **Public Entity.** The Authority shall be a public governmental entity pursuant to C.R.S. § 29-1-203 and § 29-11-100.5, *et seq.*
- (b) **Governmental Immunity.** The Authority shall be a public entity pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the “CGIA”) and operated in conformance with the CGIA.
- (c) **Additional Laws.** The Authority shall be operated in conformance with the Volunteer Service Act, C.R.S. § 13-21-115.5. Additionally, the Authority shall be a nonprofit organization pursuant to C.R.S. § 13-21-115.7 and C.R.S. § 13-21-116. The Authority shall operate as an enterprise pursuant to Article X, Section 20 of the Colorado Constitution.

**Section 1.03 Independent Legal Entity.** The Authority is an independent legal entity, separate and distinct from the Parties and their respective members, but the Authority is subject to this Agreement.

**Section 1.04 Jurisdiction of the Authority.** The boundaries of the Parties and their respective members, as they may from time to time be changed, shall comprise the jurisdiction of the Authority.

**Section 1.05 Purpose.** The purpose of the Authority is to carry out certain acts associated with the provision of an Emergency Telephone Service as authorized by C.R.S. § 29-11-100.5, *et seq.*, as may be amended from time to time, and as set forth herein.

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**Article II. GOVERNANCE OF THE AUTHORITY**

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**Section 2.01 Board of Directors.** All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority’s board of directors (the “BOARD”), in which all administrative and legislative power of the Authority is vested.

**Section 2.02 Number of Directors.** There shall be nine (9) directors (each a “DIRECTOR”) on the Board.

**Section 2.03 Appointment of Directors.** Directors shall be appointed in the following manner:

(a) **Automatic Appointments.**

- (i) **Persons Holding Certain CEO Positions.** The persons holding the following offices shall automatically be deemed appointed as Directors without any action required by any Party: (i) the Las Animas County Sheriff; (ii) the Chief of Police of the Trinidad Police Department; (iii) the Fire Chief of the Trinidad Fire Department; and (iv) the chief executive officer of the Trinidad Ambulance District (each position a “CEO POSITION”).
- (ii) **Change of CEO = Change of Director.** If a Director appointed pursuant to Section 2.03(a)(i) is no longer serving in a CEO Position, such Director shall be automatically removed and the person currently serving in the CEO Position shall immediately be deemed appointed as a replacement Director.
- (iii) **Alternate Director.** A person holding a CEO Position may designate an alternate (an “ALTERNATE”) at his or her discretion to serve as Director in place of the person holding the CEO Position, provided the appointment is consistent with the following:
  - 1) **Sheriff.** The Las Animas County Sheriff may appoint an employee of the Las Animas Sheriff’s Office as an Alternate, and such employee shall be an Alternate upon the approval of the County’s Board of County Commissioners.

- 2) **Chief of Police.** The Chief of Police of the Trinidad Police Department may appoint an employee of the Trinidad Police Department as an Alternate, and such employee shall be an Alternate upon the approval of the Trinidad City Council.
  - 3) **Fire Chief.** The Fire Chief of the Trinidad Fire Department may appoint an employee of the Trinidad Fire Department as an Alternate, and such employee shall be an Alternate upon the approval of the Trinidad City Council.
  - 4) **Ambulance District.** The chief executive officer of the Ambulance District may appoint an employee of the Ambulance District as an Alternate, and such employee shall be an Alternate upon the approval of the Ambulance District's Board of Directors.
- (b) **County Appointments.** The County's Board of County Commissioners shall appoint three (3) Directors from a pool of candidates nominated by any of the following Parties: (i) Aguilar, (ii) Branson, (iii) Cokedale, (iv) Kim, (v) Starkville, (vi) Fisher's Peak, (vii) Hoehne, (viii) Spanish Peaks-Bon Carbo, and (ix) Stonewall.
- (c) **Trinidad Appointments.** Trinidad shall appoint two (2) Directors in any manner it so chooses.

**Section 2.04 Term; Term Limits; Staggered Terms.**

- (a) **Term.** Each Director appointed by the County and Trinidad shall serve a term of three (3) years (each a "TERM") and thereafter until the Director's successor is appointed. Each Director's Term shall expire on January 31 of the third year of the Term, unless stated otherwise in Section 2.04(d)
- (b) **Term Limits.** Any person may serve as a Director for an unlimited number of Terms.
- (c) **Staggered Terms.** The Terms of the Directors shall be staggered by dividing the total number of Directors selected by the County and Trinidad into three (3) groups. Two groups shall each include one (1) Director appointed by the County pursuant to Section 2.03(b) and one (1) Director appointed by Trinidad pursuant to Section 2.03(c). The remaining group shall include only one (1) Director appointed by the County pursuant to Section 2.03(b).
- (d) **Initial Appointments.** Within 30 days of the Effective Date, the County and Trinidad shall make their appointments pursuant to Section 2.03(b) and Section 2.03(c), as applicable. The initial terms for the County appointments shall be one (1) Director for one (1) year, one (1) Director for two (2) years, and one (1) Director for three (3) years. The initial terms for the Trinidad appointments shall be one (1) Director for two (2) years, and one (1) Director for three (3) years. After the initial terms, all remaining terms shall operate pursuant to Section 2.04(a) and Section 2.04(c).

**Section 2.05 Resignations and Vacancies.**

- (a) **Resignation.** Any Director may resign for any reason or no reason at any time by giving written notice to the Board. A resignation shall take effect at the time the notice is received by the Board unless the notice specifies a later effective date. Unless specified in the notice, the Board's acceptance of the resignation shall not be necessary to make it effective.
- (b) **Vacancies.** Any vacancy on the Board may be filled by an appointment from the Party who initially appointed the Director or, in the case of automatic appointments, by the person holding the appropriate CEO Position or the properly designated Alternate. Any vacancies must be filled in compliance with Section 2.03. The Director appointed to fill a vacancy shall finish the term of the prior Director.

**Section 2.06 Board Positions.** The Board may elect one or more Directors to serve as the Board's chair, vice chair, secretary, and/or treasurer.

**Section 2.07 No Liability for Good Faith Acts.** The Directors and any officers of the Authority shall not be personally liable for any acts performed or omitted in good faith.

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**Article III. POWERS OF THE AUTHORITY**

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**Section 3.01 Emergency Telephone Service.** The Authority may contract for the installation, operation, and/or provision of an Emergency Telephone Service in the Authority's jurisdiction (the Authority's jurisdiction is set forth in Section 1.04).

**Section 3.02 Emergency Telephone Charge.**

- (a) **Imposition of the Emergency Telephone Charge.** The Authority may impose an Emergency Telephone Charge consistent with C.R.S. § 29-11-100.5, *et seq.*, in those portions of the Authority's jurisdiction for which Emergency Telephone Service is or will be provided.
- (b) **Amount of the Emergency Telephone Charge.**
  - (i) **Authorized Amount.** The Emergency Telephone Charge imposed by the Authority shall initially be set at one dollar and fifty cents (\$1.50). The Authority may decrease or increase the Emergency Telephone Charge consistent with C.R.S. § 29-11-100.5, *et seq.*
  - (ii) **Annual Determination.** In accordance with C.R.S. § 29-11-103(3)(a), and at least once each calendar year, the Authority shall establish the rate of the Emergency Telephone Charge, that together with any surplus revenues carried forward will produce sufficient revenues to fund the expenditures authorized by law.
- (c) **Use of ETC Funds.** Funds collected from the imposition of the Emergency Telephone Charge (the "ETC FUNDS") shall be spent solely as authorized by C.R.S. § 29-11-100.5, *et seq.*
- (d) **Handling of ETC Funds.** ETC Funds shall be handled pursuant to C.R.S. § 29-11-100.5, *et seq.* ETC Funds shall be credited to a cash account, apart from the general funds of the Authority or of any Party. Any ETC Funds remaining in such account at the end of the fiscal year shall be carried over in the account to the next succeeding year and used consistent with Section 3.02(c).

**Section 3.03 Additional Authority.** In order to enable the Authority to carry out its functions and provide the services described herein, the Authority hereby has the power and authority:

- (a) **Acquire Property.** To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- (b) **Adopt Rules and Regulations.** To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- (c) **Apply for Grants.** To apply for and receive grants in its own name;
- (d) **Conduct Business.** To conduct its business and affairs for the benefit of the Parties and their residents;
- (e) **Contract.** To enter into, make, and perform contracts of every kind;
- (f) **Engage Agents.** To engage, employ, or appoint agents, including accountants, architects, attorneys, consultants, employees, engineers, and managers, and to pay the direct and indirect reasonable costs of such agents for services rendered to the Authority;

- (g) **Insurance.** To purchase insurance;
- (h) **Legal Process.** To litigate, arbitrate, and/or mediate in its own name;
- (i) **Receive Contributions.** To receive contributions of gifts, grants, or services; and
- (j) **Additional Powers.** To exercise any additional powers or authority, not inconsistent with this Agreement, that are reasonably necessary in the Board's reasonable determination to carry out the intent of this Agreement.

**Section 3.04 Restrictions on Authority.** The Authority shall not have the power or authority:

- (a) **Debt.** To incur debt or obligations, unless the Authority has sufficient unencumbered cash in its possession to pay the same; or
- (b) **Eminent Domain.** To take property by eminent domain.

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**Article IV. OBLIGATIONS OF THE AUTHORITY**

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**Section 4.01 Budget.** Each year, the Authority shall prepare a budget in accordance with the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

**Section 4.02 Distribution of Funds.** No distribution shall be made from the funds of the Authority, including of ETC Funds, except by check and unless a verified invoice for goods or services actually delivered or rendered has been first submitted and approved for payment by the Authority. The Board may, however, approve payment of regularly recurring expenses without considering each such recurring expense.

**Section 4.03 Investments.** The Authority may invest any of its funds, including ETC Funds, only in accordance with any applicable laws governing the investment of public funds.

**Section 4.04 Books and Records.** The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions. The Authority's accounts shall be open to inspection at any reasonable time by the Parties, their attorneys, and their authorized agents.

**Section 4.05 Audit.** The Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public accountant licensed to practice in the state of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law, C.R.S. § 29-1-601, *et seq.* The Authority shall file a copy of the audit with the appropriate state office or offices and provide a copy to each Party upon request.

**Section 4.06 Compliance with Law.** The Authority shall comply with any applicable law or regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its determination, would carry out the intent of this Agreement while not violating the law.

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**Article V. TERM AND TERMINATION**

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**Section 5.01 Term.** This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

**Section 5.02 Termination.** This Agreement may be terminated upon the agreement in writing of a majority of the Parties. Upon termination, the Authority shall continue to exist with the power necessary and to the extent necessary to make an effective disposition of the Authority's property.

**Section 5.03 Termination of Participation by a Party.** Any Party may terminate its participation in this Agreement by giving notice of termination to the Authority, provided that the notice is given at least one hundred and eighty (180) days before January 1 of any given year. Upon termination, the terminated Party shall be deemed to have forfeited all rights, title, and interest in and to any property acquired by the Authority.

---

**Article VI. GENERAL PROVISIONS**

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**Section 6.01 Amendments.** Any amendment or addition to this Agreement will be effective only if in writing and approved and signed by the governing bodies of the County and of Trinidad and at least five (5) additional Parties to this Agreement.

**Section 6.02 Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

**Section 6.03 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

**Section 6.04 Venue.** An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Colorado. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

**Section 6.05 Waiver of Right to Jury Trial.** EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**Section 6.06 Independent Contractors.** The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties or with the Authority. No Party will be liable for the debts, liabilities, or obligations of the other Parties or of the Authority. No Party is acting as the agent or partner of the other Parties or the Authority and no Party will hold itself out as such. No Party has the authority to bind the other Parties or the Authority.

**Section 6.07 Force Majeure.** No Party or the Authority will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, or civil strife.

**Section 6.08 Entire Agreement.** This Agreement states the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.

**Section 6.09 Waiver.** The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

**Section 6.10 Severability.** If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.

**Section 6.11 Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

**Section 6.12 Certain Rules of Construction.**

- (a) **Numbered Sections.** Unless otherwise stated, a reference to any numbered Section or subsection will be construed as a reference to the entire Section or subsection so numbered, including any subsections thereof.

- (b) **Headings.** The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement.
- (c) **Certain Terms.** The terms "including" and "includes" will be construed as "including, without limitation" and "includes without limitation," respectively.

**[SIGNATURE PAGES FOLLOW]**

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**LAS ANIMAS COUNTY, ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS**

By: ..... Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: ..... Date Signed: .....

County Attorney

**CITY OF TRINIDAD**

By: ..... Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: ..... Date Signed: .....

City Attorney

**TOWN OF AGUILAR**

By: ..... Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: ..... Date Signed: .....

Attorney

**TOWN OF BRANSON**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**TOWN OF COKEDALE**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**TOWN OF KIM**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**TOWN OF STARKVILLE**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**FISHER'S PEAK FIRE PROTECTION DISTRICT**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**HOEHNE FIRE PROTECTION DISTRICT**

By: .....

Date Signed: .....

Name: .....

Title: .....

*Approved as to legal form:*

By: .....

Date Signed: .....

Attorney

**SPANISH PEAKS-BON CARBO FIRE PROTECTION DISTRICT**

By: ..... Date Signed: .....

Name: .....

Title: .....

Approved as to legal form:

By: ..... Date Signed: .....

Attorney

**STONEWALL FIRE PROTECTION DISTRICT**

By: ..... Date Signed: .....

Name: .....

Title: .....

Approved as to legal form:

By: ..... Date Signed: .....

Attorney

**TRINIDAD AMBULANCE DISTRICT**

By: ..... Date Signed: .....

Name: .....

Title: .....

Approved as to legal form:

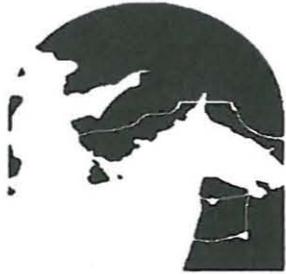
By: ..... Date Signed: .....

Attorney

EXHIBIT A

TERM	DEFINITION (OR CROSS-REFERENCE TO WHERE THE TERM IS DEFINED)
AUTHORITY	Section 1.01
BOARD	Section 2.01
CEO POSITION	Section 2.03(a)(i)
CGIA	Section 1.02(b)
DIRECTOR	Section 2.02
EMERGENCY TELEPHONE CHARGE	as defined in C.R.S. § 29-11-100.5, <i>et seq.</i>
EMERGENCY TELEPHONE SERVICE	as defined in C.R.S § 29-11-100.5, <i>et seq.</i>
ETC FUNDS	Section 3.02(c)
FIRST IGA	Recital A
SECOND IGA	Recital C

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CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 17<sup>th</sup>, 2014  
PREPARED BY: Louis Fineberg  
DEPT. HEAD SIGNATURE:   
# OF ATTACHMENTS: 1

**SUBJECT:** Contract Amendment for SHF Grant – Monument Lake Fish Hatchery and Zoo (2013-M2-030)

**PRESENTER:** Louis Fineberg, Planning Director

**RECOMMENDED CITY COUNCIL ACTION:** Council should approve the contract amendment as presented.

**SUMMARY STATEMENT:**

The contract amendment is to extend the project deadline by one year, to 3/1/16.

**EXPENDITURE REQUIRED:** NA.

**SOURCE OF FUNDS:** NA.

**POLICY ISSUE:** Should the City of Trinidad approve the contract amendment?

**ALTERNATIVE:** The City of Trinidad could decide not to amend the contract.

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Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

**CONTRACT AMENDMENT #2013-M2-030 B**

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

**FACTUAL RECITALS**

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

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated March 12, 2013, (the "Original Contract"), for SHF Project #2013-M2-030, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015000176, Contract Routing Number N/A Approved Waiver Form, dated March 12, 2013, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M2-030, dated March 12, 2013, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
  - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from April 15, 2015 to April 15, 2016.
  - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or April 1, 2015, whichever is later.
5. 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 Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

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

CONTRACTOR:  
(Grant Recipient)

**STATE OF COLORADO**  
**John W. Hickenlooper, GOVERNOR**

City of Trinidad  
Legal Name of Contracting Entity

BY: \_\_\_\_\_  
Executive Director or Designee  
Edward C. Nichols, President

History Colorado

\_\_\_\_\_  
\*Signature of Authorized Officer

Date: \_\_\_\_\_

**Department of Higher Education**

\_\_\_\_\_  
Date

**STATE HISTORICAL FUND**

\_\_\_\_\_  
Print Name of Authorized Officer

BY: \_\_\_\_\_  
Director or Designee  
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Title of Authorized Officer

**WAIVER CONTRACT REVIEWER**

BY: \_\_\_\_\_  
Contracts Officer or Designee  
Susan Frawley, State Historical Fund

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

BY: \_\_\_\_\_  
Joseph Bell  
CHS, Vice President Finance, Facilities & Regional  
Museums

Date: \_\_\_\_\_

Revised September 26, 2013  
\\chs-db\gifts\Document\26103229.doc  
Approval/Contract: Amendment/Time Extension Only

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables # A1 – A3 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$8,467 – Paid.
b. Progress Report # 1	Received 4/26/13	Reviewed
c. Progress Report # 2	Received 7/1/13	Reviewed
d. Progress Report # 3	Received 9/3/13	Reviewed
e. Progress Report # 4	Received 11/14/13	Reviewed
f. 1 <sup>st</sup> Interim Financial Report (Attachment 1). Deliverables #A4, B1 – B5 below must be reviewed and approved before 1 <sup>st</sup> Interim payment is made.	December 15, 2013 **	Review & Approve. 1 <sup>st</sup> Interim payment of grant award \$8,467.‡
g. Progress Report # 5	Received 12/31/13	Reviewed
h. Progress Report # 6	Received 3/6/14	Reviewed
i. Progress Report # 7	Received 5/13/14	Reviewed
j. 2 <sup>nd</sup> Interim Financial Report (Attachment 1). Deliverables #A5, B6 – B10 below must be reviewed and approved before 2 <sup>nd</sup> Interim payment is made.	July 15, 2014 **	Review & Approve. 2 <sup>nd</sup> Interim payment of grant award \$8,467.‡
<del>k. Progress Report # 8</del>	<del>August 1, 2014</del>	<del>Not received</del>
<del>l. Progress Report # 9</del>	<del>October 1, 2014</del>	<del>Not received</del>
m. Progress Report # 10	Received 11/25/14	Reviewed
n. Progress Report # 11	February 1, 2015	Review*
o. Progress Report # 12	April 1, 2015	Review*
p. Progress Report # 13	June 1, 2015	Review*
q. Progress Report # 14	August 1, 2015	Review*
r. Progress Report # 15	October 1, 2015	Review*
s. Progress Report # 16	December 1, 2015	Review*

t. Progress Report # 17	February 1, 2016	Review*
u. Final Financial Report (Attachment 1)	March 15, 2016 ***	Review & Approve. Final payment of grant award \$2,823.

\*At the discretion of the SHF technical staff, progress reports may not receive a response.

\*\* Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

‡ Payment may increase due to approval of contingency funds.

\*\*\* Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on April 15, 2016. All deliverables due on or before this date.

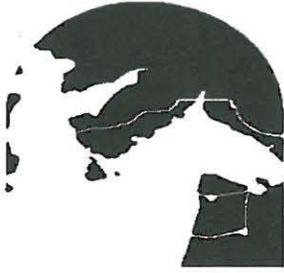
### PROJECT DELIVERABLES

Submit the following Project Deliverables.

#### Project Deliverables

#### Society Response

A1. Initial Consultation with SHF Historic Preservation Specialist and National Register Historian	Held
A2. Consultant Resume – Historian	Reviewed & Approved
A3. Subcontract Certification – Historian	Requirement Waived
A4. Draft National Register Nomination with all Attachments	On Hold
A4a. Draft National Register Nomination incl. all Attachments	Conditional Approval
A5. Consultation with OAHP National Register Historian	Held
A6. Final National Register Nomination with all Attachments	Reviewed & Approved
A7. Final National Register Nomination with State Review Board Revisions, if needed	Reviewed & Approved
B1. Initial Consultation with SHF Historic Preservation Specialist	Held
B2. Consultant Resume for Architectural / Engineering Services	Reviewed & Approved
B3. Subcontract Certification for Architectural / Engineering Services	Reviewed & Approved
B4. Historical photographs/documentation of areas affected by Scope of Work	Reviewed & Approved
B5. Before / Existing condition photographs of areas affected by Scope of Work	Reviewed & Approved
B6. Materials Testing, Analyses, & Results for adobe, stone, mortar, cement	Review/Comment and or Approve
B7. Report of aquaculture consultation for hatchery recommissioning	Review/Comment and or Approve
B8. Resume – Archaeologist	Review/Comment and or Approve
B9. Subcontract Certification – Archaeologist	Review/Comment and or Approve
B10. Copy of Design Development Set	Review/Comment and or Approve
B11. Interim Consultation with SHF Historic Pres. Specialist, if needed	Review/Comment and or Approve
B12. Construction Documents / Plans and Specifications	Review/Comment and or Approve
B13. Report of archaeological monitoring	Review/Comment and or Approve
B14. Project Summary Report	Review/Comment and or Approve



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 17<sup>th</sup>, 2014

PREPARED BY: Louis Fineberg

DEPT. HEAD SIGNATURE:

**SUBJECT:** Amendment of Professional Services Agreement with SGM for the Commercial Street Project to include final design and construction documents for the Plum Street Pocket Park

**PRESENTER:** Louis Fineberg, Planning Director

**RECOMMENDED CITY COUNCIL ACTION:** Council should approve the request.

**SUMMARY STATEMENT:**

A request to amend the professional services agreement with SGM for the Commercial Street project to include a landscape architect to design the Plum Street Pocket Park.

**EXPENDITURE REQUIRED:** \$1,995 estimate.

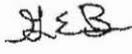
**SOURCE OF FUNDS:** CIP and will apply to the local grant match requirement.

**POLICY ISSUE:** Should the Council approve the contract amendment?

**ALTERNATIVE:** The Council could decide not to approve the contract amendment.

DATE: February 5, 2015

TO: Louis Fineberg – City Planning Director

FROM: Gerald E. Burgess, P.E.   
SGM Inc.

RE: Plum Street Pocket Park – Additional Services

Louis,

Per our past conversations, SGM has retained the services of Margaret Loperfido (Sprout Studios) to provide landscape architectural design services. We sent you her estimate for services in December. At that time, nobody really knew if the Pocket Park at Plum Street would become a portion of our current Commercial Street project.

In hindsight, I could have included a cost estimate to create construction drawings for the selected concept in our December request. We really do not like having to request fees for additional services and when we do, we prefer to only have to do so once. I suspect that the City feels the same way.

In December, we estimated Sprout Studios fees to be \$3500.00. We believe that this amount is already in the budget.

In order to include the selected design into the current project bid documents, we estimate SGM's additional fees at \$1995.00. Fees include work necessary to detail plans to a constructible level and additions to the bid docs.

If you have any questions or need additional information please contact Matt or I.

Thank you,

Jerry