

I heard [REDACTED] state numerous time, "Get out of my way. I want to leave." Based on these statements, it made me believe Lucero was not allowing [REDACTED] to leave freely. I was still able to hear the video playing and hear Lucero state, "Ough". I then heard [REDACTED] state, "Stop being a baby. I didn't do anything to you". I heard the argument continue to several minutes, still not being able to see the video, with only audio. I continued to hear Lucero talking in a mellow tone and hear [REDACTED] yelling. I heard [REDACTED] yelling at Lucero and still telling him to let her leave and emphasizing the point she was not intoxicated. At one point, I heard [REDACTED] tell Lucero to get out of her way or she will punch him. I then heard [REDACTED] counting down from five till one. I then heard Lucero state, "Ough".

Lucero told me during the time the phone was recording, he saved four-five videos of the incident. I completed watching/listening to the video and asked Lucero if he was injured. Lucero told me he was not injured but was kicked in the groin area one time, hit in the face, and kicked in both chins several times. I asked Lucero if he needed an ambulance and he became upset and stated, "really". I explained to Lucero the fact I ask everyone who states they are hurt if they want medical attention. Lucero did state he felt pain each time he was kicked and hit, but still refused medical attention.

I then walked outside and contacted [REDACTED], who was sitting in the back of a marked patrol unit. It should be noted [REDACTED] was not handcuffed and was only in the car to stay warm, due to the fact it was extremely cold outside. I informed [REDACTED] of the fact she was not under arrest and asked if she would tell me what happened. [REDACTED] told me she and Lucero were at the Professional Bull Riding event and started arguing. [REDACTED] said she got a ride to Colorado Springs with her friends and realized she forgot to get her work items from Lucero's residence. [REDACTED] stated she got another ride back to the dispatched location and was allowed inside by Lucero.

[REDACTED] explained Lucero would not let her use his car, which he has several other times, and go back to Colorado Springs. [REDACTED] said she packed her bag on the floor, which was consistent with the small portion of video I observed from Lucero's phone. [REDACTED] told me she was yelling at Lucero because she was upset he would not let her leave. [REDACTED] told me Lucero would not allow her to leave the apartment for approximately twenty minutes, blocking both entrance/exit doors to the residence, each time she attempted to leave. [REDACTED] told me she felt as if she was not allowed to leave and wanted to leave the entire time. [REDACTED] told me she kicked Lucero in the legs "a couple times" after he would not let her leave and stated this was a self defense act.

[REDACTED] explained she and Lucero have been in a intimate relationship for approximately three months, which contradicted Lucero's estimation of their relationship lasting seven months. I did not observe any signs of injuries on [REDACTED] and she refused to complete any domestic violence paperwork.

I then spoke with Lucero again and did not observe any signs of physical markings on him either. Lucero refused to complete any type of domestic violence paperwork also. Lucero refused to give consent to have his cell phone downloaded for evidence purposes.

Based on the fact two crimes were committed, the status of an intimate relationship, and the fact I was not able to establish who the primary aggressor was, both Lucero and [REDACTED] were arrested. Both Lucero and Cruise were transported to Pueblo County Jail. Lucero was booked in for false imprisonment and domestic violence. [REDACTED] was booked in for third degree assault and domestic violence.

Nothing further.

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER

IN THE MATTER OF:

Colorado Cannabis Associates, LLC

d/b/a Nature's Remedy

748 East Industrial Blvd.

Pueblo West, Colorado 81007

Medical Marijuana Center – License No. 402-00319

Optional Premises Cultivation Facility – License No. 403-00476

Retail Marijuana Store – License No. 402R-00157

Retail Marijuana Cultivation Facility – License No. 403R-00206,

Respondents.

The Colorado Department of Revenue, Marijuana Enforcement Division ("Division") and Colorado Cannabis Associates, LLC, d/b/a Nature's Remedy ("Licensees") hereby stipulate and agree as follows:

1. Licensees have been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Medical Marijuana Code, sections 12-43.3-101 *et seq.*, and rules promulgated pursuant to it.
2. It is alleged that:
 - a. On January 1, 2014:
 - i Licensees violated subsection 12-43.3-901(4)(I), C.R.S., by selling medical marijuana to an individual that did not possess a valid patient registry identification card.
 - ii Licensees violated Rule M 306, 1 CCR 212-1 (2013), by failing to provide surveillance recordings when they were requested by the Division; failing to retain surveillance footage for the requisite 40-day period; failing to provide camera coverage in all limited access areas; and failing to have adequate camera placement at all points of ingress and egress.
 - iii Licensees violated Rule M 305(A)(1), 1 CCR 212-1 (2013), by failing to have a security system installed on all perimeter doors and windows.

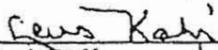
- iv Licensees violated Rule M 901(A)(2), 1 CCR 212-1 (2013), by failing to produce complete and accurate business records to account for all transactions when requested by the Division.
 - v Licensees violated Rule M 901(A)(3), 1 CCR 212-1 (2013), by providing a "current employee list" that failed to include three employees working at the Medical Marijuana Business.
 - vi Licensees violated Rule M 1003(A) and Rule M 1003(C), 1 CCR 212-1 (2013), by failing to include a list of ingredients, chemical additives, pesticides, herbicides, and fertilizers used in the cultivation and production process; failing to list the batch numbers assigned to the products; and failing to list the Optional Premises Cultivation Facility license number on their product labels.
- b. On January 23, 2014:
- i Licensees violated subsection 12-43.3-901(4)(e) and subsection 12-43.3-901(4)(g), 1 CCR 212-1 (2013), by possessing 56.02 lbs. of marijuana; the patient count for the Medical Marijuana Business only allowed for the possession of 8.5 lbs.
 - ii Licensees violated Rule M 901(D), 1 CCR 212-1 (2013), by failing to enter all 56.02 pounds of marijuana present at the Medical Marijuana Business into the Inventory Tracking System.
- c. On March 18, 2014:
- i Licensees violated Rule M 233(A)(3), 1 CCR 212-1 (2013), by allowing two employees to work within limited access areas at the Medical Marijuana Business without valid occupational licenses.
 - ii Licensees violated Rule M 301(B)(1), Rule M 301(B)(2), and Rule 301(B)(3), 1 CCR 212-1 (2013), by failing to provide all visitors with identification badges, failing to escort all visitors while in limited access areas, and failing to require all visitors to sign the visitors log.
 - iii Licensees violated Rule M 303(A), and Rule M 303(B), 1 CCR 212-1 (2013), by materially altering the grow space of the Medical Marijuana Business without first obtaining the Division's authorization.
 - iv Licensees violated Rule M 306(A)(3) and Rule M 306(E)(2), 1 CCR 212-1 (2013), by failing to provide surveillance recordings when they were requested by the Division, and failing to retain surveillance footage for the required 40-day period.
3. Licensees acknowledge receipt of sufficient notice, advisement of rights, and process of the proceedings and wish to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

4. The Division and Licensees, through their counsel, have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to hearing to determine the merits of such allegations on an Order to Show Cause. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
5. Licensees admit the violations as alleged above in paragraph 2.
6. Licensees agree, in lieu of proceeding to hearing on an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - a. To destroy the 48.52 lbs. of marijuana¹ that was placed on Administrative Hold by the Division on January 23, 2014; and
 - b. To pay a fine of \$50,000 within fourteen (14) business days of the State Licensing Authority's approval of this agreement.
7. Licensees shall coordinate with the Division's Legal Assistant, Dominique Mendiola, at (303) 866-3293 within seven (7) days of the State Licensing Authority's approval of this Order to facilitate the destruction of the 48.52 lbs. of marijuana, which shall occur at the Licensees' expense.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensees have failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for this Order against Licensees (and any defenses that Licensees may have to such complaint and investigation) shall not be at issue in the proceeding against Licensees for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
9. Upon execution by all parties, this Order shall have the same force and effect as an order entered after a formal hearing pursuant to sections 24-4-105 and 12-43.3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in the Medical Marijuana Code.

¹ The original amount of marijuana placed on Administrative Hold by the Division was 48.52 lbs. Currently, as verified by the Division on August 21, 2014, there are 42.6 lbs. that remain on Administrative Hold. Both parties agree, for purposes of this settlement, that the missing 6 lbs. is the result of shrinkage that occurred due to moisture loss. By way of this settlement, the parties agree that the 42.6 lbs. of marijuana still in the Licensees possession shall be destroyed.

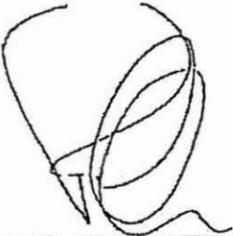
10. Licensees have entered into this Order knowingly and voluntarily. Licensees acknowledge that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensees affirm that they have read this Order and fully understand its nature, meaning and content. Licensees agree that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensees asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensees understand and knowingly and voluntarily enter into this Order. Licensees further understand and knowingly and voluntarily waive the following rights:
 - a. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - b. The right to cross-examine all witnesses against Licensees at a formal hearing;
 - c. The right to subpoena witnesses, present evidence and to testify on Licensees' own behalf at a formal hearing;
 - d. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - e. The right to appeal this Order.
13. All the costs and expenses incurred by Licensees to comply with this Order shall be the sole responsibility of the Licensees, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Licensees' admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Colorado Cannabis Associates, LLC
Stipulation, Agreement, and Order
Page 5



Lewis Kiski
Director
Marijuana Enforcement Division

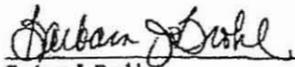
9/29/2014
Date



Robert Joe Lucero
Owner
Colorado Cannabis Associates, LLC

9-19-2014
Date

APPROVED and ORDERED this 6th day of October 2014.



Barbara J. Brohl
Executive Director
Department of Revenue
State Licensing Authority

CERTIFICATE OF SERVICE

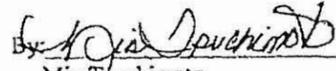
I hereby certify that a true and accurate copy of the foregoing STIPULATION, AGREEMENT, AND ORDER was duly sent via U.S. Mail and electronic mail, this 10th day of October, 2014, addressed as follows:

Laura Haynes
Hoban & Feola, LLC
Attorneys At Law
31 N Tejon #413
Colorado Springs, CO 80903
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Attorneys for Colorado Cannabis
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Colorado Department of Law
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Attorneys for the Marijuana Enforcement
Division



Mia Teuchimoto

I, Robert Lucero, (D.O.B. [REDACTED]) have had no police contact since the submission of my previous application for a retail marijuana store license to the Trinidad City Council.

Also, the information on my conditional use permit application is the same, and the permit is still valid.

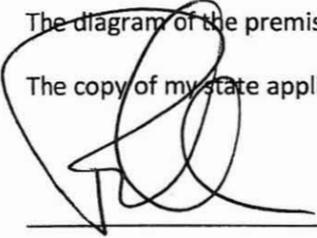
The lease for the property on Commercial St. in Trinidad has not changed.

The alarm system contract has not changed.

My state sales tax license is still valid.

The diagram of the premises has not changed.

The copy of my state application with attachments has not changed and is still valid.



Robert J. Lucero

4/15/2015

date

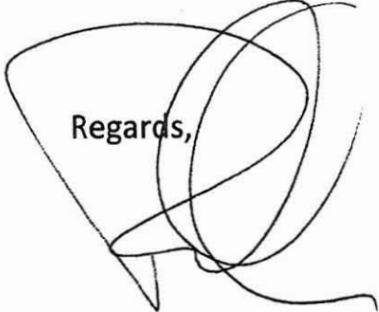
February 17, 2015

I, Robert J. Lucero, am the applicant for Colorado Cannabis Associates, LLC. for the marijuana license at 453 N Commercial Trinidad, CO 81082.

This letter is my acknowledgement that a contract with a security alarm company will be obtained before the Certificate of Occupancy is issued for the property.

Please let me know if you have any questions or concerns.

Regards,



Robert J Lucero

719-821-3818

89500

Colorado Marijuana Licensing Authority
Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store	<input type="checkbox"/> Tier 1 = 3600 or fewer plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer	
<input type="checkbox"/> Retail Marijuana Cultivation	<input type="checkbox"/> Tier 2 = 3601 – 6000 plants	<input type="checkbox"/> Conversion	
<input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail/Medical Marijuana Combined Use	
		<input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) Colorado Cannabis Associates, LLC		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) The Spot Riverside		Website Address http://thespot420.com	
Physical Address			
Street Address of Marijuana Business 453 N Commercial Street		City Trinidad	State ZIP CO 81082
Business Phone Number (719) 821-3818	Business Fax Number (719) 295-2427	Email Address robertlucero@me.com	
Mailing Address (if different from Business Address)			
Address 748 East Industrial Boulevard		City Pueblo	State ZIP CO 81007
Primary Contact Person for Business Robert Lucero		Title owner/sole member	Primary Contact Phone Number (719) 821-3818
Primary Contact Address (city, state ZIP) 231 Riverwalk Pueblo, CO 81003		Primary Contact Fax Number (719) 295-2427	
Federal Taxpayer ID 27-2866789	Colorado Sales Tax License # 042839640000 - 0002	Email Address robertlucero@me.com	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other
State of Incorporation or Creation of Business Entity CO		Date 06/17/2010	
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 06/17/2010			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business N/A			
List all Trade Names used by the Business Entity (other than above) The Spot 420, The Spot			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);			
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. Same As Applicant		<input checked="" type="checkbox"/> <input type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____			
(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord Robert J Lucero	Tenant Colorado Cannabis Associates, LLC	Expires 10/15/2015	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
N/A			
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department City of Trinidad City Clerk's Office		Address 135 N Animas Street, PO Box 880 Trinidad 81082	
Local Licensing Authority contact name City Clerk's Office - Audra Garrett		Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov
6. Has the Applicant filed for a retail marijuana cultivation?		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	
What City or County? (Fill out a separate and complete application) Pueblo - 2013; Renewal 10.30.2014			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?		<input checked="" type="checkbox"/> <input type="checkbox"/>	
Printed Legal Business Name Colorado Cannabis Associates, LLC		Printed Trade Name (DBA) The Spot Riverside	

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Robert Lucero	Title Owner	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address [REDACTED]	City Pueblo	State CO	ZIP 81007	Phone Number (719) 821-3818
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant 100
Name N/A	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Are there any outstanding options and warrants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons with outstanding options and warrants				
Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons				

Printed Legal Business Name Colorado Cannabis Associates, LLC	Printed Trade Name (DBA) The Spot
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. MED and REC in Pueblo County	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. Attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years. Attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account. Attached	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Roberto Lucero	Title Owner/Member
Address [REDACTED]	Phone Number (719) 821-3818
Person who prepares Applicant's tax returns, government forms & reports Roberto Lucero	Title Owner
Address 221 E. [REDACTED] Pueblo, CO 81007	Phone Number (719) 821-3818
Location of financial books and records for Applicant's business 221 E. [REDACTED] Pueblo, CO 81007	

Affirmation & Consent

I, Robert Lucero, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

Applicant's Business Name Colorado Cannabis Associates, LLC		Trade Name (DBA) The Spot Riverside
Legal Agent Last Name (Please Print) Lucero	Legal Agent First Name Robert	Legal Agent Middle Name Joe
Signature 		Date 4/15/2015

Investigation Authorization Authorization to Release Information

I, Robert Lucero, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name Colorado Cannabis Associates, LLC		Trade Name (DBA) The Spot Riverside
Legal Agent Last Name (Please Print) Lucero	Legal Agent First Name Robert	Legal Agent Middle Name Joe
Legal Agent Title Owner/Member	Signature (Must be signed in front of one witness)	
Date (MM/DD/YYYY) 04/15/15	City Pueblo	State CO
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) Robert Lucero	
<ol style="list-style-type: none"> 1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: <ol style="list-style-type: none"> (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request; (c) To place the name of the agent presenting this request in the appropriate location on this request. 6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 7. This power of attorney ends twenty-four (24) months from the date of execution. 8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application. 9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request. 11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original. 		
Print Full Legal Name of Authorized Agent clearly below:		
Legal Agent Last Name (Please Print) Lucero	Legal Agent First Name Robert	Legal Agent Middle Name Joe
Legal Agent Title Owner/Member	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY) 04/15/15	City Pueblo	State CO
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Effective Date: 10/28/2014 12:00:00 AM

Colorado Retail Marijuana License Bond

Name of Bonding Company Great American Insurance Company
Bond Number 3110944

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Colorado Cannabis Associates LLC DBA The Spot Riverside, Street Address 453 N Commercial,
City Trinidad, County of Las Animas, State of Colorado, as Principal,
and Great American Insurance Company, a surety company qualified and authorized to do surety business in the State of
Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for
any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS
(\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license
issued pursuant to the Colorado Retail Marijuana Code, Article 43.4 of Title 12 of the Colorado Revised Statutes, which license or
license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of
issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.4 of Title 12 of the Colorado Revised
Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the
State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the
number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which
shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 10-4-303(2), C.R.S. the Surety shall not be required to make payments to
the State of Colorado claiming under this bond until final determination of failure to pay taxes due to the State has been made by the
State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-
five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon
nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State
Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to
the State Licensing Authority pursuant to Section 12-4-303(3), C.R.S.

Dated this 30th day of October, 2014.

For the Principal: Colorado Cannabis Associates LLC DBA The Spot Riverside For the Surety: Paula Ferreira, Attorney-in-Fact



ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI

COUNTY OF Boone SS.

On this 30th day of October, 2014, before me, a notary public in and for the above State, personally appeared
Paula Ferreira, to me personally known and being by me duly sworn, did say that he or she is an
authorized corporate officer or the Attorney-in-Fact of Great American Insurance Company a corporation duly organized and existing
under the laws of the State of Missouri, or authorized to do business therein, and that he or she as such officer executed the
foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument
was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.

(SEAL)

Chelsea R. Stone
Notary Public, State of Missouri

My commission expires: 06/15/2018

CHELSEA R. STONE
Notary Public, State of Missouri
Boone County
Commission # 14627359
My Commission Expires June 15, 2018.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than one

Bond No. 3110944

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Paula Ferreira	3514 Interstate 70 Drive SE, STE 102 Columbia, MO 65201	\$5000—

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of October 2014



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President
DAVID C. KITCHIN (677-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss: On this 30th day of October 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN R. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-23-16

Karen R. Grosheim

This Power of Attorney is granted by the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of October, 2014



Stephen C. Beraha
Assistant Secretary

SECTION IV: REFERENCES

NAME	BUSINESS	ADDRESS

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or consents for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation *State of NY only.

THE APPLICANT HEREBY AGREES:

The applicant(s) and the indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or claim obligations expire.

INDEMNITY AGREEMENT

The undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: To pay the premium for the first year and annually in advance thereafter as long as liability shall continue under the Bonds, or any continuation or renewal thereof, or substitute therefor; To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; That the Surety shall have the right, and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or state; That the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; The Undersigned's obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigned as to the Bonds that may have been executed before the effective date of termination; That this Agreement shall be binding upon the Undersigned and each of them whether signing as applicant for the bond or as indemnitor, and upon their respective heirs, executors, administrators, successors and assigns, and shall be liberally construed as against the Undersigned.

DATED THIS 29 DAY OF October, 20 14 By [Signature] Robert Lucero, manager

WITNESS: [Signature] APPLICANT: Colorado Cannabis Associates LLC
DBA The Spot Riverside

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing, or procuring the execution of, or refraining from presently exercising its right to cancel the bond herein applied for, we jointly and severally agree to be bound by the foregoing agreement, and if the undersigned is a corporation, it warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

DATED THIS 29 DAY OF October, 20 14

WITNESS: [Signature] INDEMNITOR: Robert Lucero SS# 522-94-7131

WITNESS: [Signature] INDEMNITOR: _____ SS# _____

WITNESS: [Signature] INDEMNITOR: _____ SS# _____

INDEMNITORS' SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

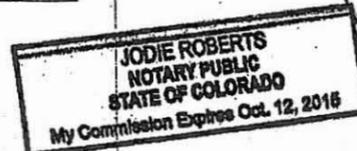
(CORPORATE ACKNOWLEDGMENT)

STATE OF CO
COUNTY OF Pueblo

On this 29 day of October, in the year 20 14, before me personally comes Robert Lucero, to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of Pueblo, that he/she is Member of Colorado Cannabis Associates LLC the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

[Signature]
Notary Public

My commission expires Oct 12, 2015



From: (800) 308-4358
Bond Department
SuretyBonds.com
3514 Interstate 70 Drive SE
Suite 102
Columbia, MO 65201

Origin ID: COUA



Ship Date: 30OCT14
ActWgt: 0.5 LB
CAD: 102168666/NET3550

Delivery Address Bar Code



SHIP TO: (719) 547-8011
Robert Lucero
Colorado Cannabis Associates LLC
748 E Industrial Blvd

BILL SENDER

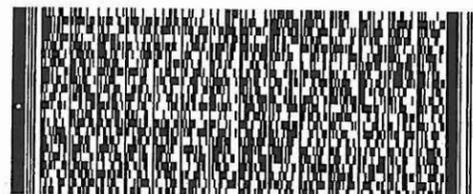
Ref #
Invoice #
PO #
Dept #

Pueblo West, CO 81007

FRI - 31 OCT AA
STANDARD OVERNIGHT

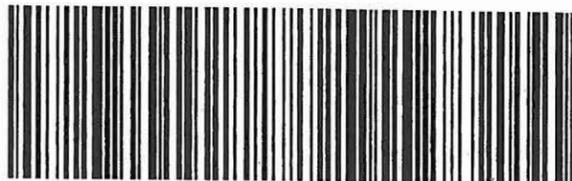
TRK# 7716 9111 6818

0201



XX PUBA

81007
CO-US
COS



522G1/DF64BA03

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Your Account Manager:
 Name: Bob Wolf
 Email: bob@suretybonds.com

YOUR PERSONALIZED QUOTE SUMMARY:

Primary Contact <input type="checkbox"/>	Business Info. (if applicable) <input type="checkbox"/>	Mailing Address <input type="checkbox"/>
Robert Lucero (719)547-8011 <i>robert@thespot420.com</i> <i>naturesremedy420@yahoo.com</i>	Colorado Cannabis Associates LLC DBA The Spot Riverside 453 N Commercial Trinidad CO, 81082 (719)547-8011	748 E Industrial Blvd Pueblo West CO, 81007
Incorrect Information Change(s):		

1 BOND REQUESTED: Colorado Retail Marijuana License Bond

Quotes are valid for 30 days unless approved by your account manager. *Name here is exactly what will be typed on your bond. Additional fees will apply for any changes after issuance.

Name on Bond*: Colorado Cannabis Associates LLC DBA The Spot Riverside		
State	Penalty	Premium: \$250.00
CO	\$5,000.00	+ Surcharges: \$0.00
Effective Date	Expiration Date	Total Premium: \$250.00
10/28/14	10/28/15	
Conditions:		

2 SHIPPING OPTIONS

Surety Bonds are original documents. For this reason we recommend a guaranteed shipping method. Additional fees will apply for reissuance requests due to lost bonds shipped USPS.

<input type="checkbox"/> 3 Business Days + \$12	<input type="checkbox"/> 3 Business Days	United States Postal Service <input type="checkbox"/> Free Shipping Estimated delivery time is 7-10 days. This delivery method is not guaranteed. A 14 day waiting period and an additional fee is required for lost bonds shipped USPS.
<input type="checkbox"/> 2 Business Days + \$20	<input type="checkbox"/> 2 Business Days	
<input checked="" type="checkbox"/> 1 Business Day + \$30	<input type="checkbox"/> 1 Business Day	
FedEx Your Account UPS# _____ Account Zip Code _____ FedEx # _____		

3 CHARGES & PAYMENT METHOD

1.) Add shipping and calculate your total.
 2.) Choose your method of payment.
 3.) Fax, email or mail to your account manager with any other requested documentation.
 4.) Sit back, and relax!

Charges Total Premium: \$250.00 + Shipping: <u>30</u> + Fees: \$0.00 Total Due: <u>280</u>	Payment Options <input type="checkbox"/> Check (Cashier's, Business or Personal) <input type="checkbox"/> Money Order <input checked="" type="checkbox"/> Credit Card Information CC# <u>XXXXXXXXXXXX</u> Expiration: <u>XXXX/XXXX</u> CVC <u>XXXX</u>
--	--

I have verified all of the bond information listed above; I accept these terms and would like the bond(s) issued. I understand that all sales are final, that all premiums and fees are fully earned, and that no refund will be given after issuance by SuretyBonds.com regardless of any request to cancel. I further understand that any changes that need to be made to the bond(s) after issuance may result in an additional fee that I am responsible to pay. (If applicable) By entering my credit card information, I am stating that I am an authorized user of the credit card and that the associated information entered is accurate. At the time I pay the first term premium, I am agreeing and directing SuretyBonds.com or its agent to automatically renew my bond as needed for the applicable premium (plus taxes) by charging my credit card until my bond(s) is/are expressly canceled as provided herein. I agree to pay the applicable renewal premiums (plus applicable taxes) in accordance with my credit card issuer agreement.

Authorized Signature: *Robert J Lucero* Print Name: ROBERT J LUCERO Date: 10-29-14

Guidelines for Signing a Great American Indemnity Agreement
Please follow the instructions that apply to your business type.

For Bond Penalties \$50,001 and Greater

(CORPORATE ACKNOWLEDGMENT)

STATE OF Missouri
COUNTY OF Boone

On this 3rd day of November in the year 2014, before me personally comes John Doe to me, then after being duly sworn, depose(s) and says(s) that he/she is the City of Columbia that he/she is Individual/Owner/President/Manager of ABC Company, Inc. the corporation of the State of Missouri and which executed the foregoing instrument in its corporate name and which seal is such corporate seal, that it was so authorized by the Board of Directors of said corporation, and that he/she signed in his/her name(s) thereunto by the order of said corporation.

John Q. Public
Notary Public

My commission expires 06/15/2018

If your bond penalty is more than \$50,000, you must sign in front of a licensed notary public. Do not sign before meeting the notary public as he/she must be present to witness your signature. The person that signs on behalf of the business will be listed on the corporate acknowledgement with their corresponding title.

All of this information will be completed by your chosen notary public.

1. Individual or Sole Proprietorship

DATED THIS 3rd DAY OF November 2014 By John Doe John Doe, Owner
WITNESS: AmDoe APPLICANT: John Doe dba ABC Company

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing or procuring the execution of or retaining from present, executing its right to cancel the bond herein applied for, hereby and severally agree to be bound by the foregoing agreement, and the undersigned as a corporation certifies that its financial condition is such that it is able to perform the obligations which are hereby assumed, and assents that it is not in need of additional indemnity.

DATED THIS 3rd DAY OF November 2014
WITNESS: AmDoe DEEDITOR: John Doe ID# 123-45-6789
WITNESS: AmDoe DEEDITOR: Jane Doe SSN# 987-65-1234

INDEMNITORS SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

If signing as an individual, the title will be "Individual." If signing on behalf of a sole proprietorship company, the title will be "Owner." The individual or sole owner should sign at the top next to his/her name and title. The individual or sole owner and his/her spouse must also sign in Section V above their printed names to offer additional indemnity. Each signature must be witnessed by someone who is not offering indemnity. Date the indemnity agreement twice.

2. Partnership

DATED THIS 3rd DAY OF November 2014 By John Doe John Doe, Owner
WITNESS: AmDoe APPLICANT: John Doe and Jane Doe dba ABC Company

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing or procuring the execution of or retaining from present, executing its right to cancel the bond herein applied for, hereby and severally agree to be bound by the foregoing agreement, and the undersigned as a corporation certifies that its financial condition is such that it is able to perform the obligations which are hereby assumed, and assents that it is not in need of additional indemnity.

DATED THIS 3rd DAY OF November 2014
WITNESS: AmDoe INDEMNITOR: John Doe SSN# 123-45-6789
WITNESS: AmDoe INDEMNITOR: Jane Doe SSN# 987-65-1234

INDEMNITORS SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

One partner will sign on behalf of the business at the top next to his/her name and title as "Owner" or "Partner." Each partner and his/her spouse must also sign in Section V above their printed names to offer additional indemnity. Each indemnitor signature must be witnessed by someone who is not offering indemnity. Date the indemnity agreement twice.

3. Corporation

DATED THIS 3rd DAY OF November 2014 By John Doe John Doe, President
WITNESS: AmDoe APPLICANT: ABC Company, Inc.

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing or procuring the execution of or retaining from present, executing its right to cancel the bond herein applied for, hereby and severally agree to be bound by the foregoing agreement, and the undersigned as a corporation certifies that its financial condition is such that it is able to perform the obligations which are hereby assumed, and assents that it is not in need of additional indemnity.

DATED THIS 3rd DAY OF November 2014
WITNESS: AmDoe INDEMNITOR: John Doe SSN# 123-45-6789
WITNESS: AmDoe INDEMNITOR: Jane Doe SSN# 987-65-1234

INDEMNITORS SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

An officer will sign on behalf of the corporation at the top next to his/her name and corporate title. "Owner" is not an acceptable title; "President" is usually preferred. All members and spouses must also sign in Section V above their printed names to offer additional indemnity. Each indemnitor signature must be witnessed by someone who is not offering indemnity. Date the indemnity agreement twice.

Continued on next page...

4. Limited Liability Company (LLC)

DATED THIS 3rd DAY OF November 20 14 By John Doe John Doe, Manager
 WITNESSES: AmDoe APPLICANT: ABC Company, LLC
SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS
In consideration of the Surety executing or promising to execute or of retaining to execute a contract, a right to cancel the bond hereon issued, and to modify agree to be bound by the bonding agreement, and of the underlying contract, the undersigned hereby certifies that it is a true and correct copy of the performance of the obligations and that it is a true and correct copy of the contract.
 DATED THIS 3rd DAY OF November 20 14
 WITNESSES: AmDoe JOHN DOE John Doe SSN: 123-45-6789
 WITNESSES: AmDoe JANE DOE Jane Doe SSN: 987-65-1234
(NOTE: INDOR'S SIGNATURES MUST BE WITNESSED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED))

An authorized manager or member will sign on behalf of the Limited Liability Company at the top next to his/her name and company title. "Owner" is not an acceptable title; "Manager" or "Member" is preferred. All members and spouses must also sign in Section V above their printed names to offer additional indemnity. Each indemnitor signature must be witnessed by someone who is not offering indemnity. Date the indemnity agreement twice.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SECTION IV: REFERENCES

NAME	BUSINESS	ADDRESS

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation *State of NY only.

THE APPLICANT HEREBY AGREES:

The applicant(s) and the indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or claim obligations expire.

INDEMNITY AGREEMENT

The undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: To pay the premium for the first year and annually in advance thereafter as long as liability shall continue under the Bonds, or any continuation or renewal thereof, or substitute therefor; To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; That the Surety shall have the right and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or state, that the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; The Undersigned's obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigned as to the Bonds that may have been executed before the effective date of termination; That this Agreement shall be binding upon the Undersigned and each of them whether signing as applicant for the bond or as indemnitor, and upon their respective heirs, executors, administrators, successors and assigns, and shall be liberally construed as against the Undersigned.

DATED THIS 29 DAY OF October, 2014 By [Signature] Robert Lucero, manager
 WITNESS: [Signature] APPLICANT: Colorado Cannabis Associates LLC
DBA The Spot Riverside

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing, or procuring the execution of, or refraining from presently exercising its right to cancel the bond herein applied for, we jointly and severally agree to be bound by the foregoing agreement, and if the undersigned is a corporation, it warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

DATED THIS 29 DAY OF October, 2014
 WITNESS: [Signature] INDEMNITOR: [Signature] SS# [Redacted]
Robert Lucero
 WITNESS: [Signature] INDEMNITOR: _____ SS# _____
 WITNESS: [Signature] INDEMNITOR: _____ SS# _____

INDEMNITORS' SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

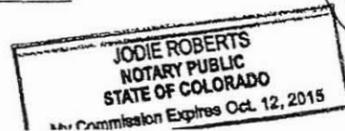
(CORPORATE ACKNOWLEDGMENT)

STATE OF CO _____ }
 COUNTY OF Pueblo }

On this 29 day of October, in the year 2014, before me personally comes Robert Lucero, to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of Pueblo, that he/she is Member of Colorado Cannabis Associates LLC the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

My commission expires Oct 12, 2015

[Signature]
 Notary Public





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- [FAQs, Glossary and Information](#)

Summary

Details			
Trade name	The Spot		
Registrant name	Colorado Cannabis Associates, LLC		
Status	Effective	Formation Date	03/27/2014
ID number	20141202263	Form	Limited Liability Company
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

- [Filing history and documents](#)
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[Back](#)

[Terms and Conditions](#)

01/26/15

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

Applicant: Colorado Cannabis Associates, LLC

dba: The Spot

Address: 453 N. Commercial Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: March 3, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Final inspections needed before opening

1-27-15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 13, 2015

01/26/15

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

Applicant: Colorado Cannabis Associates, LLC

dba: The Spot

Address: 453 N. Commercial Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

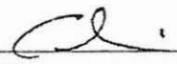
FOR CONSIDERATION AT
COUNCIL MEETING DATE: March 3, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: - FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Appraised when CO is issued
There is a deck on plans next to the
River walk that will not be allowed
this is noted on the plan review. Because
it is not on their property.

1-28-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 13, 2015

1/26/2015

**DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE**

Applicant's Name: Colorado Cannabis Associates, LLC

DBA: The Spot

Business Address: 453 N Commercial Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: March 3, 2015 at 7:00 P.M.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

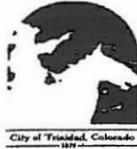
COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

2-6-15
Date

Charles J. Givens
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: February 13, 2015



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Colorado Cannabis Associates, LLC d/b/a The Spot, 453 N. Commercial Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

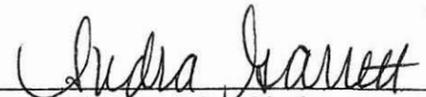
Officers: Robert Lucero, 231 W. Riverwalk, Pueblo, CO 81003

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 14th day of May, 2015.

By order of the Trinidad City Council.

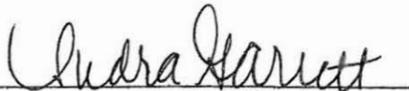
CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 14th day of May, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Colorado Cannabis Associates, LLC
d/b/a The Spot
748 E. Industrial Blvd.
Pueblo West, CO 81007
Certified Mail #7014 2120 0004 1880 9683


Audra Garrett, City Clerk

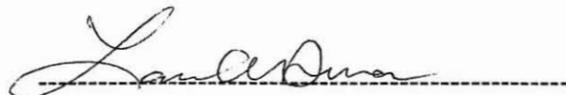
PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58083 May 22, 2015


Lauri A. Duran

Subscribed and sworn to before me this
27 day of May,
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015

NOTICE OF PUBLIC HEARING
PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Colorado Cannabis Associates, LLC d/b/a The Spot, 453 N. Commercial Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.
Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.
Date of Application: May 5, 2015.
Officers: Robert Lucero, 231 W. Riverwalk, Pueblo, CO 81003
Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.
Dated this 14th day of May, 2015.
By Order of the Trinidad City Council
Audra Garrett, City Clerk
PUBLISHED: May 22, 2015 58083

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires August 26, 2015

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

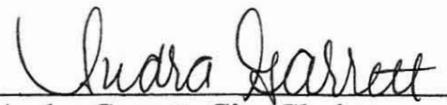
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Colorado Cannabis Associates d/b/a The Spot, 453 N. Commercial Street, Trinidad, Colorado, which business has applied for a new Retail Marijuana Store license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 21st day of May, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 21st day of May, 2015.

CITY OF TRINIDAD, COLORADO

(SEAL)



Audra Garrett, City Clerk

05/20/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Colorado Cannabis Associates

dba: The Spot

Address: 453 N. Commercial Street

Type of License: Retail Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed prior to opening

5/21/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: May 29, 2015

05/20/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Colorado Cannabis Associates

dba: The Spot

Address: 453 N. Commercial Street

Type of License: Retail Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed after remodel
& prior to opening.

5/21/15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: May 29, 2015

5/20/2015

**DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION**

Applicant's Name: Colorado Cannabis Associates, LLC

DBA: The Spot

Business Address: 453 N Commercial Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015 at 7:00 P.M.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

5-27-15

Date



Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

May 29, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Thursday, May 21, 2015 8:16 AM
To: Audra Garrett
Subject: Re: marijuana applicant

Hi Audra,
I spoke to the attorney representing The Spot at 453 N. Commercial yesterday he seems to be willing to work with the Health Department at this time I have no comments, and thanks for all your help Audra. John

On Wed, May 20, 2015 at 4:22 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please advise as to any concerns you have concerning The Spot at 453 N. Commercial Street, a proposed Retail Marijuana Store.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov



--
John Martinez Environmental Health



COUNCIL COMMUNICATION

5a

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Audra Garrett, Asst. City Mngr.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Public hearing and second reading of an ordinance repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 (“Buildings”) of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing and approve on second reading

SUMMARY STATEMENT: Repeal of non-conforming status language in Chapter 5.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: This ordinance would eliminate the need for complete renovation of vacant buildings to current code standards when there is no change in use.

ALTERNATIVE: Consider alternate language rather than repeal;
Do nothing and continue with enforcement of this section

BACKGROUND INFORMATION:

- Steve Thomas, Colorado Code Consulting, recently presented the City with a Building Department evaluation. Among the suggestions within his report was the elimination of the non-conformance section in Chapter 5. Mr. Thomas noted that the cost of bringing a building into compliance with the current code can be extraordinarily expensive for the building owner, thus creating an obstacle to potential buyers and adversely affecting economic development.
- Mr. Thomas also noted in his presentation to Council on May 12th that other Colorado municipalities do not have non-conformance language in their code.

CONTACT FOR INFORMATION:

Les Downs, City Attorney, 719-846-9843 ext. 120
Audra Garrett, Asst. City Manager, 719-846-9843 ext. 135

5a



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REPEALING ARTICLE 3, NON-CONFORMANCE, SECTION 5-23, NON-CONFORMANCE, OF CHAPTER 5 ("BUILDINGS") OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, THEREBY REQUIRING ONLY THE SPECIFIC RENOVATIONS MADE TO VACANT BUILDINGS COMPLY WITH CURRENT BUILDING CODES UNLESS THE USE CHANGES, IN ACCORDANCE WITH THE INTERNATIONAL CODES ADOPTED BY THE CITY

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, provides that "[t]he City shall have all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter."; and

WHEREAS, § 31-15-601 et seq., C.R.S., confers upon the City general powers to establish building and fire safety regulations; and

WHEREAS, the International Codes adopted by the City adequately establishes safeguards to protect the public health, safety, and general welfare of citizens from fire and other hazards attributed to the built environment; and

WHEREAS, the City Council of the City of Trinidad, Colorado, herein desires to promote the occupancy of vacant buildings within the City to improve the local economy.

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

Section 1. Repeal of Article 3, Non-Conformance, Section 5-23, Non-Conformance of Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado. Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado, is hereby repealed in its entirety as follows:

ARTICLE 3. RESERVED.

Section 5-23. Reserved.

INTRODUCED BY COUNCILMEMBER MILES, READ AND ORDERED PUBLISHED this 2nd day of June, 2015.

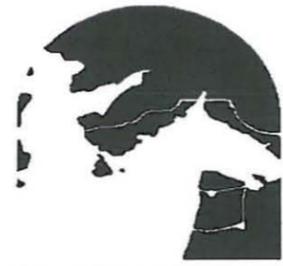
FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

KIM MARQUEZ, Asst. City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

5b

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Audra Garrett, Asst. City Mngr.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Public hearing and second reading of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing; approval of the ordinance is recommended

SUMMARY STATEMENT: Local permitting requirements for garages sales

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Regulation of businesses within the municipality

ALTERNATIVE: The ordinance could remain unchanged

BACKGROUND INFORMATION:

- In 1995 City Council approved an ordinance requiring a garage sale permit be obtained by citizens wishing to have garage sales. There were several reasons behind the permit requirement: a concern of run-on garage sales that constitute businesses, which then implicates the zoning of the property, and at the time the mines were operational and there was a concern about the residential traffic waking miners who worked a graveyard shift.
- Throughout the years many people have suggested to staff that the number of days should be extended.
- The City issues between 200 to 250 no-cost permits yearly.
- Staff suggests that garage sale monitoring could be done without a permitting process through code enforcement monitoring and complaints.
- Language has been added to the ordinance to reinforce the sign code language pertaining to garage sale signs:

Temporary signs are *prohibited* within the corporate limits of the City of Trinidad, including garage sale signs. Anyone placing signs on public property or in the public right-of-way will be in violation of the City sign code, Section 14-89, et. seq., and subject to a fine of up to \$300.00 or imprisonment up to 90 days, or both.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

5b



ORDINANCE NO.

AN ORDINANCE REPEALING AND RE-ENACTING SECTION 9-5 OF
CHAPTER 9, LICENSES, REGARDING GARAGE SALES

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, confers upon the City “all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter”; and

WHEREAS, Chapter 9, Licenses, Section 9-5, Exempt Activities, requires a person holding a garage sale to obtain a permit from the City Clerk; and

WHEREAS, the intent of regulating garage sales was to control the duration and mitigate impact to neighbors created by foot and vehicle traffic, in harmony with residential zoning; and

WHEREAS, citizens have expressed a desire to be allowed up to four days in which to hold garage sales; and

WHEREAS, regulation of garage sales to meet the intent of the language to be repealed is attainable without requiring a permit to be obtained from the City.

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

Section 9-5. Exempt activities, is hereby repealed and re-enacted as follows:

(4) No license shall be required of any person for the holding a garage sale exceeding not more than four days in length, at a given location, in a calendar year. No garage sale may be conducted prior to 8:00 a.m. or after 8:00 p.m. of any day. Temporary signs are *prohibited* within the corporate limits of the City of Trinidad, including garage sale signs. Anyone placing signs on public property or in the public right-of-way will be in violation of the City sign code, Section 14-89, et. seq., and subject to a fine of up to \$300.00 or imprisonment up to 90 days, or both.

INTRODUCED BY COUNCILMEMBER FLETCHER, READ AND ORDERED
PUBLISHED, this 2nd day of June, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

KIM MARQUEZ, Asst. City Clerk



COUNCIL COMMUNICATION

5d

CITY COUNCIL MEETING: June 16 2015
PREPARED BY: Gabriel Engeland, City Manager
DEPT. HEAD SIGNATURE: *[Signature]*
OF ATTACHMENTS: 1

SUBJECT: An Ordinance to Limit the Number of Retail Marijuana Stores in Downtown Trinidad

PRESENTER: Gabriel Engeland, City Manager
Les Downs, City Attorney
Audra Garrett, Assistant City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed Moratorium on Retail Marijuana Stores in the Historic District

SUMMARY STATEMENT: Council requested a model ordinance that could limit the number of retail marijuana stores in downtown Trinidad.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Discussion on a moratorium of retail marijuana stores in historic downtown Trinidad.

ALTERNATIVE: Council could continue with its current policy of letting the market determine the appropriate number of retail marijuana stores.

BACKGROUND INFORMATION:

During an executive session of the Council on May 12, 2015, Council Members indicated they would like to discuss ways in which they could deny license(s) to marijuana retailers in downtown Trinidad. The attached ordinance, if adopted, places a moratorium on the submission, acceptance, or processing of applications and the licensing, permitting, establishment or operation of any Retail Marijuana Stores that sells marijuana for retail purposes, until a date certain in the Historic Preservation zoning district.

The potential positive impacts of adopting this ordinance are:

- Should the Goal Academy cease to operate, this ordinance could protect the nature and character of the Historic District.
- This ordinance could limit in number and intensity the amount of recreational marijuana stores operating on the edges of the historic district, and not covered by the "buffer" zone created by Goal Academy.

5d

- Those businesses currently operating or eligible to operate may realize more business if there is a lesser concentration in the immediate area/less competition.
- This ordinance would push new businesses into the Community Commercial or Industrial zone districts.
- The ordinance would allow for diversification of business types in those areas where marijuana is currently allowed.

The potential negative impacts of adopting this ordinance are:

- A loss of revenue generated by the marijuana industry which is taxed at 9%.
- A loss of sales tax revenue which appears to be generated by marijuana tourists. Currently sales tax collections, excluding marijuana collections, are up 19% year-to-date. It is too early to tell how much of this number is sustainable.
- A loss of visitors and tourists to Trinidad and the historic downtown area. Currently the City lodging tax is up 15% year to date, in part due to marijuana sales.
- Area real estate agents report an increase in property and building sales in Trinidad's historic district. The primary driver behind the increase in sales and interest is for marijuana cultivation and sales, both as a recreational and medicinal product.
- Properties in the Historic District that have been vacant for decades and have suffered deterioration are being renovated and made viable.
- Currently, the marijuana facilities which are open employ 61 people in all zoning districts (30 in the Historic District). It is expected that more jobs will be created if this industry continues to expand through market demands.
- This ordinance would push new businesses into the Community Commercial or Industrial zone districts, thereby reducing downtown traffic flow.

The proposed ordinance, as requested by City Council, would provide for a one-year moratorium from the ordinance's effective date if approved.



CITY OF TRINIDAD, COLORADO

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD TO LIMIT THE NUMBER OF RETAIL MARIJUANA STORES IN THE DOWNTOWN TRINIDAD HISTORIC PRESERVATION ZONING DISTRICT, BY IMPOSING A MORATORIUM ON SUCH ESTABLISHMENTS IN THAT DISTRICT

WHEREAS, the City of Trinidad adopted Trinidad Ordinance No. 1960 on the 19th day of June, 2014, thereby allowing the sale and cultivation of retail marijuana; and

WHEREAS, City Council, at the time of the adoption of Trinidad Ordinance No. 1960 did not impose a limit on the number of retail marijuana stores, or a limit on the number of retail marijuana stores in any particular location in the City of Trinidad; and

WHEREAS, the historic portion of downtown Trinidad is unique in many respects, and it is the desire of City Council to preserve and protect the unique nature of historic downtown Trinidad; and

WHEREAS, there are already a fairly high number of retail marijuana stores in and around historic downtown Trinidad; and

WHEREAS, in an effort to limit the number of retail marijuana stores in historic, downtown Trinidad, Council desires to impose a moratorium on the submission, acceptance, or processing of applications and the licensing, permitting, establishment or operation of any Retail Marijuana Stores pursuant to Amendment 64 and codified as Article XVIII, § 16 of the Colorado Constitution, and upon the use of land for such purpose or purposes within the Historic Preservation zoning district of the City of Trinidad, Colorado, to study the impact of those operating in the district.

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

Section 1. Moratorium. Upon the adoption of this Ordinance a moratorium is imposed until June 26, 2016, on the submission, acceptance, or processing of conditional use permit applications by the Planning Department as of the close of business on June 30, 2015, in support of an application for a Retail Marijuana Store in the Historic Preservation zoning district of the City of Trinidad, Colorado.

Further, upon the adoption of this Ordinance, a moratorium is imposed until June 26, 2016, on the submission, acceptance, or processing of Retail Marijuana Store license applications by the City Clerk's office as of the close of business on August 31, 2015, in the Historic Preservation zoning district of the City of Trinidad, Colorado.

Section 2. Effective Date. This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER _____; READ AND ORDERED
PUBLISHED this 2nd day of June, 2015.

PASSED AND APPROVED this _____ day of _____, 20__.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the _____ day of _____, 20__.

JOSEPH A. REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK



COUNCIL COMMUNICATION

5c

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Audra Garrett, Asst. City Mngr.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Public hearing and second reading of an ordinance pertaining to licensing of animals in the City of Trinidad

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing; approval of the ordinance is recommended

SUMMARY STATEMENT: Local licensing requirements for animals

EXPENDITURE REQUIRED: The City would allow Noah's Ark to retain all funds received from licensing of pets (City collected license fees: 2012-\$2,222; 2013-\$1,799; 2014-\$2,171; 2015 thru March 31-\$973)

SOURCE OF FUNDS: General Fund-Miscellaneous

POLICY ISSUE: Regulation of animals within the municipality

ALTERNATIVE: Licensing responsibilities could remain with the City;
The funding allocation could be adjusted;

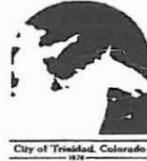
BACKGROUND INFORMATION:

- Noah's Ark has been interested in having the ability to issue pet licenses for a number of years. With their new database, the City would be able to access the licensing information for the City's purposes, however, the responsibility of license issuance would lie with Noah's Ark. Noah's Ark would retain the funds derived from licenses.
- The contract calls for licensing by Noah's Ark.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

5c



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS CONTAINED IN CHAPTER 4 ("ANIMALS"), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, PERTAINING TO LICENSING OF ANIMALS IN THE CITY OF TRINIDAD

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, confers upon the City "all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter"; and

WHEREAS, § 31-15-401(1)(m)(I), C.R.S., confers upon the City the power "[t]o regulate and to prohibit the running at large and keeping of animals . . . within the municipality and to otherwise provide for the regulation and control of such animals, including, but not limited to, licensing, impoundment, and disposition of impounded animals."; and

WHEREAS, in furtherance of promoting local compliance with animal licensing and vaccination requirements, the City Council desires to transfer the license issuance responsibility to Noah's Ark Animal Welfare Association and in furtherance of their local efforts commit the funds received from licensing to the Association.

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

Section 1. Repeal and Re-Enactment of § 4-14, 4-15 and 4-16 of Chapter 4 ("Animals"), Article 3 ("Dogs and Cats"), of the Code of the City of Trinidad, Colorado. Section 4-11 of Chapter 4 ("Animals"), Article 3 ("Dogs and Cats"), of the Code of the City of Trinidad, Colorado, is hereby repealed and re-enacted in its entirety as follows:

Section 4-14. License and registration required; fees.

(1) All dogs and/or cats kept, harbored and maintained by their owners, except as provided in Subsection (4) hereof, shall be licensed and registered annually, and each owner shall pay to Noah's Ark Animal Welfare Association for its use and benefit, the following license fees:

- (a) Female dogs (unspayed) and male dogs (Unneutered)-----\$15.00
- (b) Male dogs (neutered) and female dogs (spayed)-----\$ 8.00
- (c) Cats-----\$ 3.00

(2) All license fees shall be due and payable not later than the 15th day of January of the ensuing year.

(3) The owner shall state at the time application is made for license, and upon printed forms provided for such purpose, his/her name and address, and the name, breed, color and sex of each dog and/or cat owned or kept by him/her.

(4) All dogs and/or cats over four (4) months old shall be licensed as herein provided, within ten (10) days after their acquisition or purchase by the owner or after their arrival in the City.

Section 4-15. Tag and collar.

(1) A license tag will be furnished by Noah's Ark Animal Welfare Association upon receipt of the application, together with a certificate from a veterinarian licensed to practice veterinary medicine in this State, unless the same has been waived as provided in Section 4-16, that the dog and/or cat has a certificate of rabies vaccination that is valid until the end of the year, together with the payment of the required fee. Every owner shall be required to provide each dog and/or cat with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn.

(2) In case a dog and/or cat tag is lost or destroyed, a duplicate will be issued by Noah's Ark Animal Welfare Association upon presentation of a receipt showing the payment of the license fee for the current year and the payment of a Two Dollars (\$2.00) fee for the issuance of the duplicate tag.

(3) Dog and/or cat tags shall not be transferable from one dog and/or cat to another and no refund shall be made on any dog and/or cat license fee because of the death of the dog and/or cat or the owner leaving the City before the expiration of the license.

Section 4-16. Vaccination.

(1) Each dog and/or cat shall be vaccinated against rabies and such vaccination shall be repeated as determined by the veterinarian administering the original vaccination. A certificate of vaccination shall be completed in duplicate by the veterinarian, and one (1) copy retained in the veterinarian's file. In the event the dog and/or cat is not of age to be properly vaccinated, the vaccination shall be waived therein and a certificate delivered to Noah's Ark Animal Welfare Association.

(2) No dog and/or cat shall be licensed as provided in Section 4-14 unless a valid certificate of rabies vaccination accompanies the application for the license.

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

Section 3. Effective Date. This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER MILES, READ AND ORDERED PUBLISHED this 2nd day of June, 2015.

FINALLY PASSED AND APPROVED this _____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the _____ day of _____, 2015.

CITY OF TRINIDAD, COLORADO

JOSEPH A. REORDA, Mayor

ATTEST:

By: _____
KIM MARQUEZ, Asst. City Clerk

10a



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Gina Louise Lujan
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *JML*

SUBJECT: Tavern liquor license renewal request by Gina Louise Lujan d/b/a El Rancho Restaurant at 1901 Santa Fe Trail Drive

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.
- The Fire Department reports that a hood inspection is due.
- The Fire Chief on behalf of the Building Department reports the hood inspection need to be accomplished.
- The Police Department reported no calls for service.
- The Health Department reports compliance.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

EL RANCHO RESTAURANT
 1901 SANTA FE TRAIL
 TRINIDAD CO 81082-3609

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name LUJAN GINA LOUISE		DBA EL RANCHO RESTAURANT		
Liquor License # 42085780000	License Type Tavern (city)	Sales Tax License # 42085780000	Expiration Date 7/14/2015	Due Date 5/30/2015
Street Address 1901 SANTA FE TRAIL TRINIDAD CO 81082-3609				Phone Number (719) 846 9049
Mailing Address 1901 SANTA FE TRAIL TRINIDAD CO 81082-3609				
Operating Manager Gina Lujan	Date of Birth [REDACTED]	Home Address [REDACTED] Trinidad, Co	Phone Number [REDACTED]	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Gina Lujan	Title owner
Signature Gina Lujan	Date 5-27-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

5/28/15

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

Applicant: Gina Lujan

dba: El Rancho Restaurant

Address: 1901 Santa Fe Trail

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: HOOD INSPECTION PENDING

6/4/15
Date

CAPT. Trammell
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

5/28/15

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

Applicant: Gina Lujan

dba: El Rancho Restaurant

Address: 1901 Santa Fe Trail

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: HOOD INSPECTION PENDING

6/4/15
Date

CAPT. TRAMMELL
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

5/28/2015

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

Applicant's Name: Gina Louise Lujan

DBA: El Rancho Restaurant

Business Address: 1901 Santa Fe Trail

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

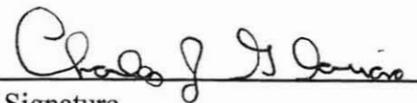
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

6-4-15

Date



Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Friday, May 29, 2015 8:35 AM
To: Audra Garrett
Subject: Re: liquor

Hi Audra,
Gina Lujan d/b/a El Rancho Cafe at 1901 Santa Fe Trail Trinidad, CO. is in compliance with this agency.....
John Martinez

On Thu, May 28, 2015 at 1:53 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please confirm compliance for Gina Lujan d/b/a El Rancho Café at 1901 Santa Fe Trail. Thank you.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

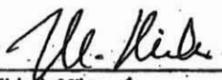
audra.garrett@trinidad.co.gov



--
John Martinez Environmental Health
Las Animas/Huerfano Counties District Health Department

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

lob



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Mt. Carmel Health, Wellness & Community Center rep.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Temporary modification of premises request by Mt. Carmel Health, Wellness & Community Center at 911 Robinson Avenue

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise as follows:
To temporarily expand their premises to the west side parking area and amphitheatre for the annual Mt. Carmel Festival on July 18 & 19.

CONTACT FOR INFORMATION:

Audra Garrett, ACM/City Clerk
719-846-9843, ext. 135

lob

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER _____		
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN		
LOCAL LICENSE FEE \$ _____		
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165		
1. Applicant is a		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		4701275
2. Name of Licensee	3. Trade Name	
<i>COMMUNITY</i> <i>MT CARMEL HEALTH, WELLNESS & CENTER</i>		
4. Location Address		
<i>911 ROBINSON AVE.</i>		
City	County	ZIP
<i>TRINIDAD</i>	<i>HAS ANIMAS</i>	<i>81082</i>
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A - Manager reg/change	Section C	
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300.00</u>	
Section B - Duplicate License		
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY		
DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	TOTAL AMOUNT DUE \$ _____ .00

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 of Revenue may collect the payment amount directly from your bank account electronically.

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

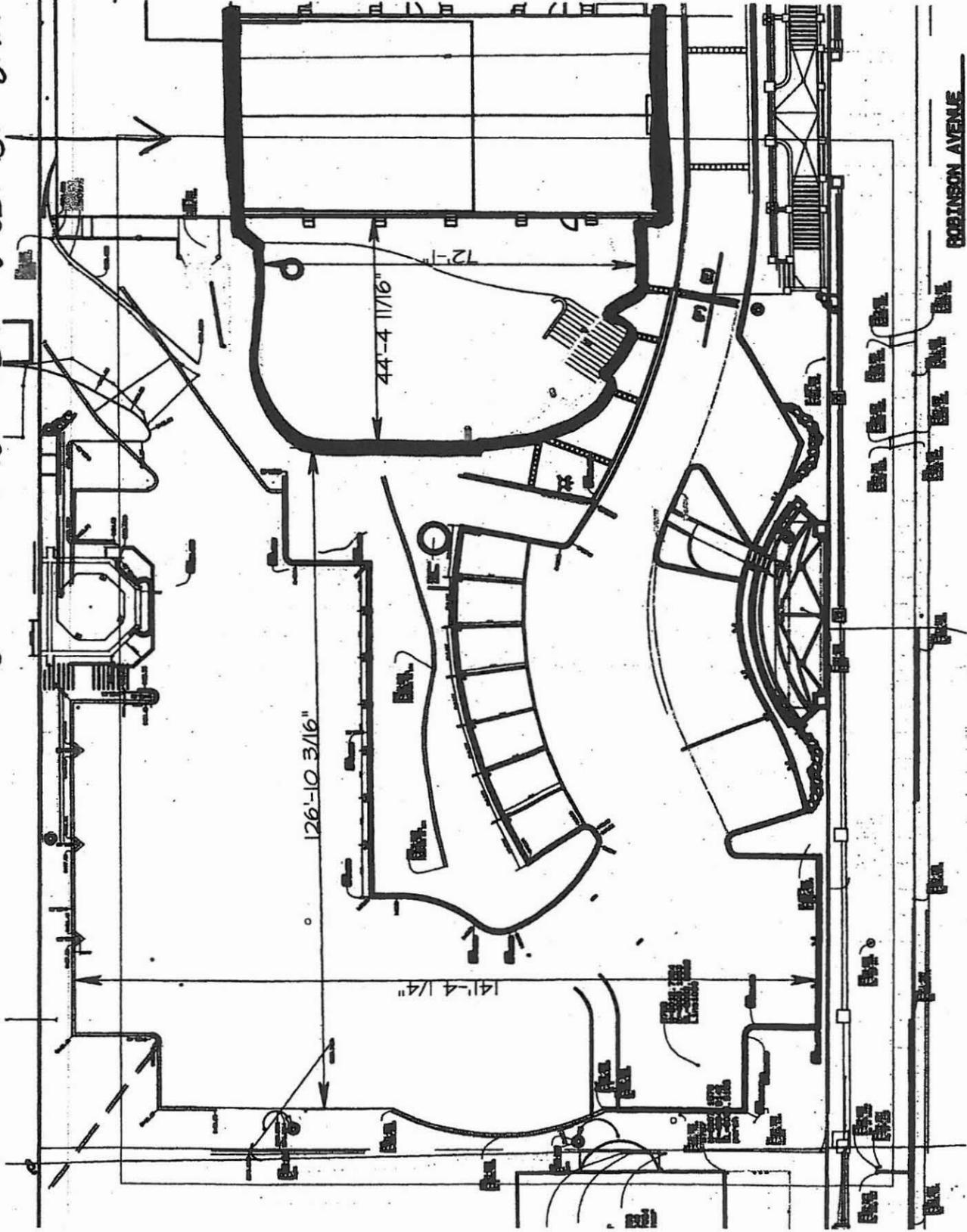
Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit <input type="checkbox"/> Retail Warehouse Permit for: <input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.) <input type="checkbox"/> Off-Premises Licensee (Liquor stores) <input type="checkbox"/> Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.	
	6. Change of Trade Name or Corporation Name <input type="checkbox"/> Change of Trade name / DBA only <input type="checkbox"/> Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.	
	Old Trade Name _____ Old Corporate Name _____	New Trade Name _____ New Corporate Name _____
CHANGE OF LOCATION	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.	
	Date filed with Local Authority _____ Date of Hearing _____	
	(a) Address of current premises _____ City _____ County _____ Zip _____	
	(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____	
(c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____		
(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.		

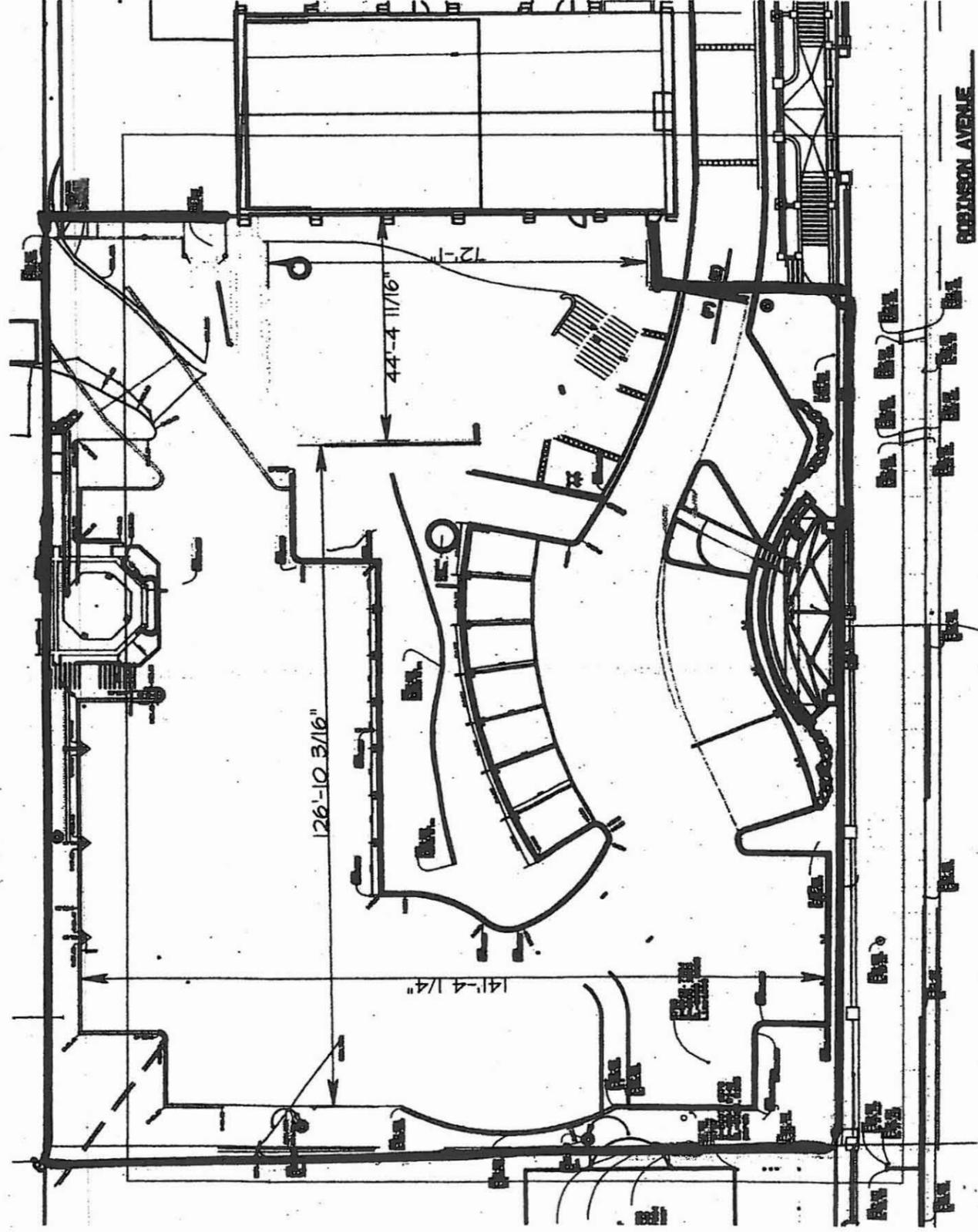
CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>ON July 18 & 19 will be hosting the 5th Annual Mt Carmel Festival. Most activities will be held on the westside parking area and amphitheater.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>July 18, 2015</u> (mo/day/year) End <u>July 20, 2015</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply)..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?</p> <p>..... <u>NA</u>..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
OATH OF APPLICANT	
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.	
Signature <u>Rene D. Valentin</u>	Title <u>Event Consultant</u>
Date <u>5/21/2015</u>	
REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)	
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.	
Local Licensing Authority (City or County) <u>Trinidad</u>	Date filed with Local Authority <u>R 5/28/15 Filed 6/16/15</u>
Signature	Title <u>Mayor</u>
Date	
REPORT OF STATE LICENSING AUTHORITY	
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.	
Signature	Title
Date	

CURRENT PREMISES - WEST BOUNDARY



ROBINSON AVENUE

PROPOSED Temporary MODIFICATION



5/29/15

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

Applicant: Mt. Carmel Health, Wellness & Community Center

dba: Mt. Carmel Festival – July 18-20 , 2015

Address: 911 Robinson Avenue

Type of License: Temporary Modification of Premises

Renewal Transfer Change of Location New Special Event

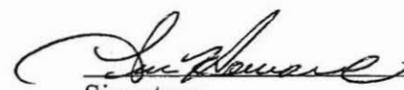
FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: 

6-4-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

5/29/15

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

Applicant: Mt. Carmel Health, Wellness & Community Center

dba: Mt. Carmel Festival – July 18-20 , 2015

Address: 911 Robinson Avenue

Type of License: Temporary Modification of Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: af

6-1-15
Date

Jim Howard
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

5/29/2015

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

Applicant's Name: Mount Carmel Health, Wellness & Community Center

DBA:

Business Address: 911 Robinson Avenue

Type of License: Temporary modification of premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

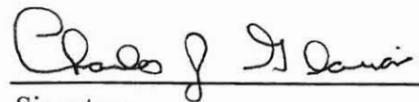
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No concerns

6-4-15

Date



Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

June 8, 2015

bc



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Trinidad Beer, Liquor & Wine Depot, LLC representative
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Retail liquor store license renewal request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue

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.
- The Fire Department reports compliance.
- The Fire Chief on behalf of the Building Department reports compliance.
- The Police Department reported no calls for service.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

bc

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

TRINIDAD BEER LIQUOR & WINE DEPOT
 111 E KANSAS AVE
 TRINIDAD CO 81082

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	10000
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	227.50

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 TRINIDAD BEER LIQUOR & WINE DEPOT LLC		DBA TRINIDAD BEER LIQUOR & WINE DEPOT		
Liquor License # 4701573	License Type Liquor Store (city)	Sales Tax License # 27836402	Expiration Date 8/29/2015	Due Date 7/15/2015
Street Address 111 E KANSAS AVE TRINIDAD CO 81082		Phone Number (719) 422 8099		
Mailing Address 111 E KANSAS AVE TRINIDAD CO 81082				
Operating Manager Ken Geigelman	Date of Birth _____	Home Address Trinidad, CO 81082	Phone Number _____	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Kenneth R. Geigelman	Title MANAGER
Signature Kenneth R. Geigelman	Date 5-26-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

6/1/15

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

Applicant: Trinidad Beer, Liquor & Wine Depot, LLC

dba: Trinidad Beer, Liquor & Wine Depot

Address: 111 E. Kansas Avenue

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6/4/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/15

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

Applicant: Trinidad Beer, Liquor & Wine Depot, LLC

dba: Trinidad Beer, Liquor & Wine Depot

Address: 111 E. Kansas Avenue

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6/4/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/2015

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

Applicant's Name: Trinidad Beer, Liquor and Wine Depot, LLC

DBA: Trinidad Beer, Liquor and Wine Depot

Business Address: 111 E. Kansas

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

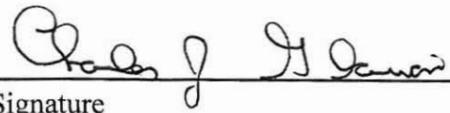
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

6-4-15

Date

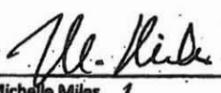


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 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
Date 12/4/12

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
Date 4.8.14

bd



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Opera House Wine & Spirits, LLC representative

DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Retail liquor store license renewal request by Opera House Wine & Spirits LLC d/b/a Tire Shop Wine & Spirits at 601 W. Main Street

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.
- The Fire Department reports compliance.
- The Fire Chief on behalf of the Building Department reports compliance.
- The Police Department reported no calls for service.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

bd

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

TIRE SHOP WINE & SPIRITS
 601 W MAIN ST
 TRINIDAD CO 81082-2627

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name OPERA HOUSE WINE & SPIRITS LLC		DBA TIRE SHOP WINE & SPIRITS		
Liquor License # 42829460000	License Type Liquor Store (city)	Sales Tax License # 42829460000	Expiration Date 7/13/2015	Due Date 5/29/2015
Street Address 601 W MAIN ST TRINIDAD CO 81082-2627				Phone Number (719) 404 3812
Mailing Address 601 W MAIN ST TRINIDAD CO 81082-2627				
Operating Manager Carol Lonetto	Date of Birth _____	Home Address _____	Trinidad 81082	Phone Number _____

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 6/2020
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Michelle Miles	Title Owner
Signature <i>M. Miles</i>	Date 4/15/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

6/1/15

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

Applicant: Opera House Wine & Spirits, LLC

dba: Tire Shop Wine & Spirits

Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file ok

6/2/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/15

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

Applicant: Opera House Wine & Spirits, LLC

dba: Tire Shop Wine & Spirits

Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: ek

6/2/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/2015

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

Applicant's Name: Opera House Wine & Spirits, LLC

DBA: Tire Shop Wine & Spirits

Business Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015

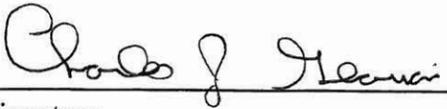
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

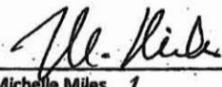
6-4-15
Date


Signature

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

we



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: JuJo's representative
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Tavern liquor license renewal request by JuJo's Pub, Inc., d/b/a JuJo's Pub and Dance Hall at 125 N. Chestnut Street

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.
- The Fire Department reports compliance.
- The Fire Chief on behalf of the Building Department reports compliance.
- The Police Department reported no calls for service.
- The Health Department reports compliance.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

we

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

JUJO'S PUB AND DANCE HALL
 125 N CHESTNUT
 TRINIDAD CO 81082-2748

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	\$9500

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 JUJO'S PUB INC		DBA JUJO'S PUB AND DANCE HALL		
Liquor License # 07591120000	License Type Tavern (city)	Sales Tax License # 07591120000	Expiration Date 8/5/2015	Due Date 6/21/2015
Street Address 125 N CHESTNUT TRINIDAD CO 81082-2748				Phone Number (719) 846 6658
Mailing Address 125 N CHESTNUT TRINIDAD CO 81082-2748				
Operating Manager Joseph Incitti	Date of Birth [REDACTED]	Home Address [REDACTED], Trinidad Co 81082	Phone Number [REDACTED]	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Shirley Incitti	Title Sec. 1 Pres.
Signature Shirley Incitti	Date June 1, 2015

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

6/3/15

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

Applicant: JuJo's Pub, Inc.

dba: JuJo's Pub and Dance Hall

Address: 125 N. Chestnut Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6-5-2015
Date

Robert Sorelva
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 10, 2015

6/3/15

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

Applicant: JuJo's Pub, Inc.

dba: JuJo's Pub and Dance Hall

Address: 125 N. Chestnut Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

June 16, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6-5-15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 10, 2015

6/3/2015

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

Applicant's Name: JuJo's Pub, Inc.

DBA: JuJo's Pub & Dance Hall

Business Address: 125 N. Chestnut Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015

DEPARTMENT REVIEW

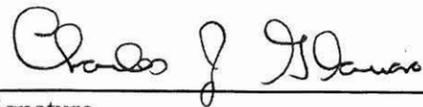
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

6-4-15

Date



Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

June 10, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Monday, June 08, 2015 9:12 AM
To: Audra Garrett
Subject: Re: liquor

JuJo" Pub, Inc at 125 N. Chestnut Street is in Compliance with this office.....John Martinez

On Wed, Jun 3, 2015 at 9:17 AM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please confirm compliance with your office for JuJo's Pub, Inc. at 125 N. Chestnut Street.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

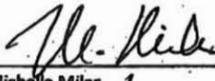
audra.garrett@trinidad.co.gov



--
John Martinez Environmental Health
Las Animas/Huerfano Counties District Health Department

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.

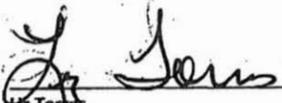


Michelle Miles
12/4/12

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

6f



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

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

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is July 21, 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.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

6f



CITY OF TRINIDAD

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

RETAIL MARIJUANA LICENSE APPLICATION		
<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 Main Street Cannabis
 (Corporation/LLC)
 Applicant Jason E. Schierling
 (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) _____
 Address of Premise 401 W. Main St. Trinidad, CO 81082
 Mailing Address 639 Henry Ave Pueblo, CO 81005
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.com
 Contact Person/Manager Jason Schierling Title President
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.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)

City of Trinidad
 JUN - 4 2015
 City Clerk's Office

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

Landlord	Tenant	Expires
401 W. Main LLC	Main Street Cannabis	October 31, 2024

****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: Jason E. Schicling Title: President

Address: [REDACTED] Pueblo, CO 81005

Financial Interest: 50%

2. Name: Erin J. Schicling Title: Operations Manager/Shareholder

Address: [REDACTED] Pueblo, CO 81005

Financial Interest: 50%

3. Name: _____ Title: _____

Address: _____

Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

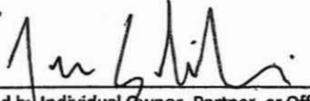
Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the 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: President
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Jason Schieling Date: 5/18/15



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, Jason Schierling, 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.

Jason Schierling
Printed Name of Licensee

[Signature]
Authorized Signature of Licensee/Title

5/18/15
Date

ERIN J SCHIERLING
Notary Public
State of Colorado

STATE OF Colorado)
COUNTY OF Pueblo)

ss.

Subscribed and sworn to before me this 28 day of May, 2015.

[Signature]
Notary Public Signature

My Commission Expires: 02/07/2016



COUNCIL COMMUNICATION

log

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Resolution setting a hearing date for the annexation petition for Parcel D Trinidad Industrial Park

RECOMMENDED CITY COUNCIL ACTION: Set the public hearing for August 4, 2015

SUMMARY STATEMENT: Legal requirements of annexation proceeding

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Annexation of property into the City's corporate limits

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Trinidad-Las Animas County Economic Development, Inc. submitted an annexation petition to the City Clerk's office on April 17, 2015 seeking to annex Parcel D, which is property located at the northern most point of Industrial Park. Due to ownership issues in the past, the property was not annexed earlier.
- The Planning Commission unanimously recommended the annexation at their regular meeting of June 9, 2015.
- This resolution finds the petition in substantial compliance with the statutory requirements to be eligible for annexation and sets a hearing for the annexation. The hearing must be held not less than 30 days nor more than 60 days after the effective date of the resolution setting the hearing.
- Annexation law also requires an impact report be prepared by the City at least 25 days before the hearing date when the annexation affects property in excess of 10 acres. The City wishes to waive the requirement and the Board of County Commissioners will be asked to waive the requirement as well.
- Several legal requirements must be met to accomplish annexation of property into the City.

log

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on Tuesday, August 4, 2015 at 7:00 P.M., at City Council Chambers, City Hall, 135 N. Animas Street, Trinidad, Colorado, the Trinidad City Council will hold a public hearing on the petition of Trinidad Las Animas County Economic Development, Inc. for the territory as described below for the purpose of determining and finding whether the area proposed to be annexed to the City of Trinidad meets the applicable requirements of the Municipal Annexation Act under the laws of the State of Colorado, and is considered eligible for annexation.

LEGAL DESCRIPTION

ANNEXATION DESCRIPTION

PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS S 38°46'34" E, 1800.65 FEET; THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

- 1) S 35°50'03" E, 180.00 FEET TO A POINT;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.35 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 1°23'45" W, 573.26 FEET)
- 3) S 07°31'26" W, 159.92 FEET TO A POINT;
- 4) N 69°11'42" W, 1055.39 FEET TO A POINT;

SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK FILING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE DEPARTING THE EXISTING CITY LIMITS, N 05°52'49" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 263.71 FEET TO A POINT; THENCE N 16°26'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.38 FEET TO A POINT; THENCE N 77°35'26" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD); THENCE S 73°45'28" E, 653.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17.637 ACRES.

Any person may appear at such hearing and present evidence upon any matter to be considered by the City Council.



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO, SETTING A HEARING DATE FOR THE ANNEXATION
PETITION FOR PARCEL D TRINIDAD INDUSTRIAL PARK

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

The City Council of the City of Trinidad finds that a petition for Annexation of certain territory more particularly described therein and to be known as "Parcel D Trinidad Industrial Park Annexation", filed with the City Clerk on April 17, 2015 is in substantial compliance with Section 31-12-107, CRS, and that a public hearing should be held to determine if the proposed annexation complies with Section 31-12-104 and 31-12-105, CRS, or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, CRS, *et seq.* City staff has determined the annexation requests complies with the 1/6 contiguity requirement.

The City Council hereby sets a public hearing for such purposes for August 4, 2015 at 7:00 P.M., at 135 North Animas Street, Trinidad, Colorado, and directs the City Clerk to publish and give notice as required by state law.

INTRODUCED, READ AND ADOPTED this 16th day of June, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

AUDRA GARRETT, City Clerk

For the City of Trinidad
Audra Garrett, City Clerk

Publish: Notice of Hearing and Resolution No. _____
Publication Dates: June 19, 26, July 3, and 10, 2015
Furnish Proof of Publication

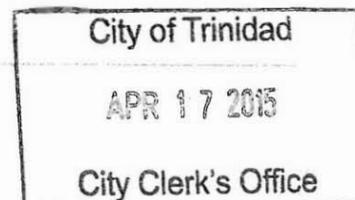
PETITION FOR ANNEXATION TO THE CITY OF TRINIDAD,
COLORADO

TO: THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO

RE: PETITION KNOWN AS Parcel D Trinidad Industrial Park

THE UNDERSIGNED, being "Landowners", as defined in C.R.S. § 32-12-103(6), hereby Petition the City of Trinidad for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City of Trinidad, Colorado.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the City of Trinidad, Colorado.
 - b. A community of interest exists between the Property and the City of Trinidad, Colorado. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City of Trinidad, Colorado.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof.
 - c. No annexation proceedings have been commenced for the annexation of any part of the Property by any other municipality.
 - d. The entire width of all streets and alleys to be included within the area annexed are included.
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district.
 - f. Annexation by the City of Trinidad, Colorado, of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the City of Trinidad.



6. The annexation of the Property will not have the effect of extending a boundary of the City of Trinidad more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.
8. The Landowners request that the City of Trinidad approve the annexation of the Property.
9. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNERS:

Owner: Trinidad Las Animas County Economic Development, Inc.

By: Barbara Howard
 Barbara Howard, Board President
 Mailing Address: 136 W. Main Street, Trinidad CO 81082

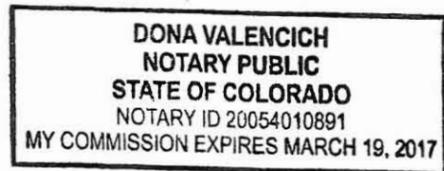
STATE OF COLORADO)
) ss.
 COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 16 day of April 2014, by Barbara Howard.

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich
 Notary Public



AFFIDAVIT OF CIRCULAR IN SUPPORT OF PETITION

STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

Walter T Boulden, being first duly sworn states as follows:

- a. I have circulated the Petition for Annexation to the City of Trinidad, Colorado, set forth herein.
- b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Landowners.
- c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of the Petitioners.

CIRCULATOR

Walter T Boulden

Walter T Boulden

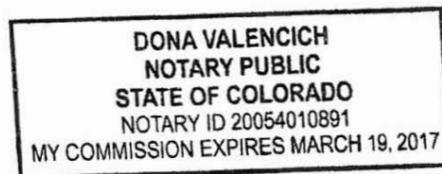
STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 17 day of April 2017, by Walter T Boulden.

Witness my hand and official seal

My commission expires: 3/19/17

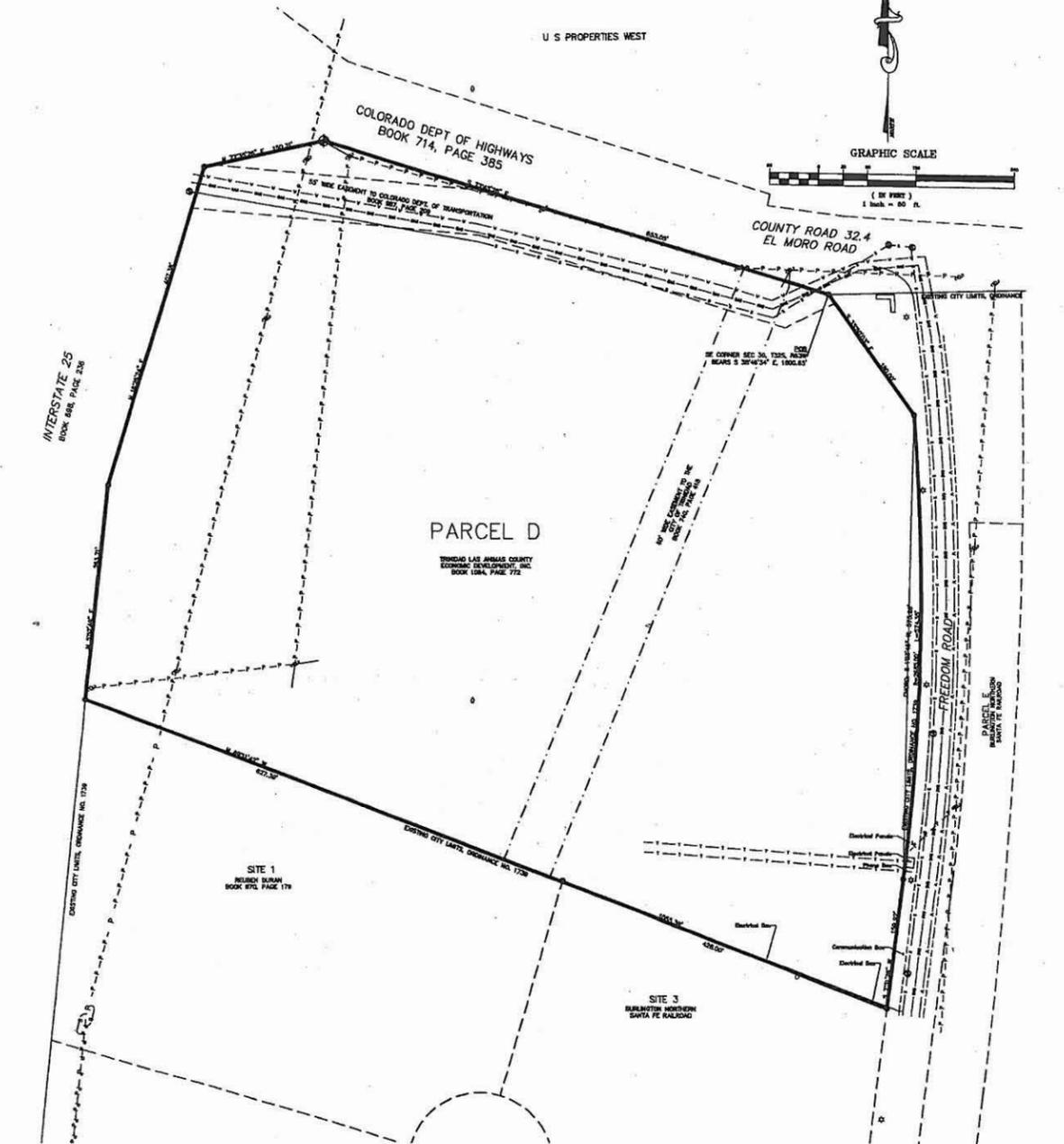
Dona Valencich
Notary Public



- 30 Request certificate of publication from owner, manager or editor of newspaper. Add certificate to the record at annexation hearing. C.R.S. § 31 12 108(2).
- 35 City/Town Council conducts public hearing on annexation petition. C.R.S. § 31 12 109.
- 35 After hearing, pursuant to C.R.S. § 31 12 110, City/Town Council adopts a resolution identifying findings of fact. [Example attached as Attachment 6].
- 35 After hearing City/Town Council adopts Ordinance Approving Annexation. C.R.S. § 31 12 113. [Example attached as Attachment 7].
- 35 After hearing City/Town Clerk signs Certificate of Annexed Plat. [Example attached as Attachment 8]
- 36 Original Annexation Ordinance and one copy of the annexation map filed in the office of the City/Town Clerk. C.R.S. § 31 12 113(2)(a)(I).
- 36 Three certified copies of the annexation ordinance and map, containing a legal description, filed for recording with the County Clerk and Recorder. C.R.S. § 31 12 113(2)(a)(II)(A). [Example cover letter from City/Town Clerk to County Clerk & Recorder attached as Attachment 9.]
- 36 Effective date of Annexation. C.R.S. § 31 12 113(2)(b).
- 40 County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Division of Local Government of the Colorado Department of Local Affairs. C.R.S. § 31 12 113(2)(a)(II)(B). [Example cover letter from County Clerk and Recorder to Division of Local Government attached as Attachment 10.]
- 40 County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Department of Revenue. C.R.S. § 31 12 113(2)(a)(II)(B). [Example cover letter from County Clerk and Recorder to Department of Revenue attached as Attachment 11.]

ANNEXATION PLAT

PART OF THE SE1/4 OF SECTION 30,
TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M.,
COUNTY OF LAS ANIMAS, STATE OF COLORADO.



LEGEND

—	1/2" (1/4" MINIMUM) PIPE WITH 1 1/4" ALUMINUM CAP AND P.L.S. 1200
○	5/8" DIA. x 10" LONG IRON PIPE WITH ALUMINUM CAP AND P.L.S. 1200
—	SAWTOOTH BENCH LINE
—	WATER LINE
—	SEWER LINE
—	OVERHEAD POWER LINES
○	SAWTOOTH BENCH MARKS
○	IRON STAKES
○	POWER POLE

ANNEXATION DESCRIPTION
PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS S 30°42'24" E, 1900.65 FEET; THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

- 1) S 35°50'03" E, 180.00 FEET TO A POINT;
 - 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.39 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 73°45' W, 574.28 FEET);
 - 3) S 07°31'28" W, 159.82 FEET TO A POINT;
 - 4) N 89°11'42" W, 1055.39 FEET TO A POINT;
- SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK FILING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE DEPARTING THE EXISTING CITY LIMITS, N 05°32'48" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 283.71 FEET TO A POINT; THENCE N 18°28'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.39 FEET TO A POINT; THENCE N 77°33'58" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD); THENCE S 73°45'28" E, 853.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17.83 ACRES.

ANNEXATION TRACT (17.83 ACRES)
CONTIGUOUS DISTANCE = 1,870 FEET
REMAINING ANNEXED PERMETER = 1474 FEET
(MAXIMUM ALLOWABLE ANNEXED PERMETER) = 11,820 FEET



GARY L. TERRY
P.L.S. 12100

TERRY SURVEYING INC.

Survey
TRINIDAD LAS ANIMAS COUNTY ECONOMIC DEVELOPMENT
PROJECT: 17.83 ACRES ANNEXATION PLAT, SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO

DRAWN BY: n/e	DATE: 04/16/2015
CHECKED BY: G. TERRY	DRAWING NO.: 1880-15
JOB NO.: 6449-15	SHEET 1 OF 1

BOUNDARY NOTES
BOUNDARY LINES OF THE PLAT OF TRINIDAD INDUSTRIAL PARK, FILING ONE, RECORDED 5/27/1975 IN BOOK 798, PAGE 584-584, ALONG THE SOUTH LINE OF PARCEL D WHICH BEARS N 89°11'42" E, BETWEEN THE SOUTHWEST CORNER AND THE SOUTHWEST CORNER, BOUNDARIES SHOWN ON PLAT, ALL BEARINGS ARE RELATIVE THEREOF.

NOTES
1) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY OR COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2) CLIENT REPRESENTS THAT UTILITIES, EASEMENTS, OR RIGHT OF WAYS NOT BE RESEARCHED AND SHOWN.
3) TERRY SURVEYING DOES NOT DO A TITLE SEARCH TO DETERMINE OWNERSHIP, RIGHT OF WAY, OR EASEMENT BY RECORDS.
4) UTILITIES SHOWN ARE BASED ON VISIBLE EVIDENCE AND FROM PLANS DRAWN BY THE CITY OF TRINIDAD AND COLORADO DEPT. OF TRANSPORTATION. A UTILITY LOCATE SHOULD BE PERFORMED BEFORE COMMENCING ANY CONSTRUCTION.

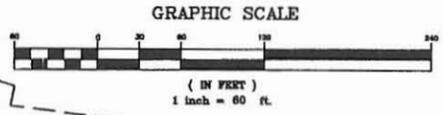
APPENDIX B: TIMELINE AND PROCESS FOR ANNEXATION

The process for annexation of property showing the time frame for accomplishing the various requirements for an annexation under the Municipal Annexation Act, C.R.S. § 31-12-101, et seq.

Date	Action Required
	Petition for Annexation ("Petition") signed and submitted. [Form of petition attached as Attachment 1]. Petition referred to Council by City/Town Clerk.
	Send notice by regular mail to landowners abutting the annexed road, advising of their right to petition for annexation on "the same or similar terms and conditions." C.R.S. § 31-12-105(1)(e.3). [Example form attached as Attachment 2]
1	City/Town Council adopts Notice of Public Hearing ("Notice") and Resolution of Intent to Annex ("Resolution of Intent"), Finding Substantial Compliance, and Setting Annexation Hearing. [Example form attached as Attachment 3].
3	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31 12 108(2).
10	Send a copy of the Notice, Resolution of Intent and Petition to the Board of County Commissioners, County Attorney, and any special districts and school districts serving the area proposed to be annexed. C.R.S. § 31 12 108(2). [Example form of cover letter attached as Attachment 4].
10	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31 12 108(2).
10	City/Town begins preparation of Annexation Impact Report ("AIR") for filing with the Board of County Commissioners, pursuant to C.R.S. §31 12 108.5, unless the Board of County Commissioners waives the requirement, or the property to be annexed is ten acres or less. [Example letter requesting waiver attached as Attachment 5]. The impact report must include the following: <ol style="list-style-type: none">1. A map or maps of the City/Town and adjacent territory, showing:<ol style="list-style-type: none">a. Present and proposed boundaries of the City/Town in the vicinity of the annexation;b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of streets and utility lines in the vicinity of the proposed annexation;c. The existing and proposed land use pattern in the areas to be annexed.2. A copy of any draft or final annexation agreement.3. A statement setting forth the plans of the City/Town for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation.4. A statement setting forth the method under which the City/Town plans to finance the extension of the municipal services into the area to be annexed.5. A statement identifying existing districts within the area to be annexed.6. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.
15	File AIR, if required, with the Board of County Commissioners.
17	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31 12 108(2).
24	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31 12 108(2).

ANNEXATION PLAT

PART OF THE SE1/4 OF SECTION 30,
TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M.,
COUNTY OF LAS ANIMAS, STATE OF COLORADO.



U S PROPERTIES WEST

COLORADO DEPT OF HIGHWAYS
BOOK 714, PAGE 385

55' WIDE EASEMENT TO COLORADO DEPT. OF TRANSPORTATION
BOOK 887, PAGE 299

COUNTY ROAD 32.4
EL MORO ROAD

SE CORNER SEC 30, T32S, R63W
BEARS S 38°46'34" E, 1800.85'

PARCEL D

TRINIDAD LAS ANIMAS COUNTY
ECONOMIC DEVELOPMENT, INC.
BOOK 1084, PAGE 772

INTERSTATE 25
BOOK 888, PAGE 238

EXISTING CITY LIMITS, ORDINANCE NO. 1739

SITE 1
REUBEN DURAN
BOOK 870, PAGE 178

EXISTING CITY LIMITS, ORDINANCE NO. 1739

SITE 3
BURLINGTON NORTHERN
SANTA FE RAILROAD

PARCEL E
BURLINGTON NORTHERN
SANTA FE RAILROAD

LEGEND

- LOCATED 1/2" ALUMINUM PIPE WITH 3/4" ALUMINUM CAP 180° P.L.S. 12160
- SET 3/4" X 30" REBAR AND 2" ALUMINUM CAP MARKED P.L.S. 12160
- SANITARY SEWER LINE
- GAS LINE
- WATER LINE
- OVERHEAD POWER LINES
- SANITARY SEWER MANHOLE
- LIGHT STANDARD
- POWER POLE

BASIS OF BEARINGS
BEARINGS ARE BASED ON THE PLAT OF TRINIDAD INDUSTRIAL PARK, FILING ONE, RECORDED 5/20/1975 IN BOOK 785, PAGE 592-594, ALONG THE SOUTH LINE OF PARCEL D WHICH BEARS N 69°11'42" E, BETWEEN THE SOUTHEAST CORNER AND THE SOUTHWEST CORNER. MONUMENTS DESCRIBED ON PLAT, ALL BEARINGS ARE RELATIVE THEREOF.

NOTES:
1) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2) CLIENT REQUESTED THAT UTILITIES, EASEMENTS, OR RIGHT OF WAYS NOT BE RESEARCHED AND SHOWN.

3) TERRY SURVEYING DID NOT DO A TITLE SEARCH TO DETERMINE OWNERSHIP, RIGHT OF WAY, OR EASEMENT OF RECORD.

4) UTILITIES SHOWN ARE BASED ON VISIBLE EVIDENCE AND FROM PLAN DRAWINGS BY THE CITY OF TRINIDAD AND COLORADO DEPT. OF TRANSPORTATION. A UTILITY LOCATE SHOULD BE PERFORMED BEFORE COMMENCING ANY CONSTRUCTION.

ANNEXATION DESCRIPTION
PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS S 38°46'34" E, 1800.85 FEET; THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

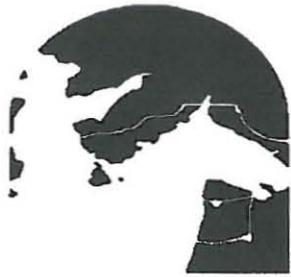
- 1) S 35°50'03" E, 180.00 FEET TO A POINT;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.35 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 1°23'45" W, 573.26 FEET)
- 3) S 07°31'26" W, 159.92 FEET TO A POINT;
- 4) N 69°11'42" W, 1055.39 FEET TO A POINT.

SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK FILING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE DEPARTING THE EXISTING CITY LIMITS, N 05°52'49" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 263.71 FEET TO A POINT; THENCE N 16°26'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.38 FEET TO A POINT; THENCE N 77°35'26" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD); THENCE S 73°45'28" E, 653.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17.637 ACRES.

ANNEXATION TRACT (17.637 ACRES)
CONTIGUOUS DISTANCE = 1,970 FEET
REMAINING ANNEXED PERIMETER = 1474 FEET
(MAXIMUM ALLOWABLE ANNEXED PERIMETER) = 11,820 FEET



TERRY SURVEYING INC. P.L.S. 12160	
SURVEY FOR TRINIDAD LAS ANIMAS COUNTY ECONOMIC DEVELOPMENT PARCEL D, INDUSTRIAL PARK, FILING ONE, LOCATED IN PART OF THE SE1/4 OF SEC. 30, T32S, R63W OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO	
DRAWN BY: nle	DATE: 04/16/2015
CHECKED BY: G.TERRY	DRAWING NO.: 1880-15
JOB NO.: 6449-15	SHEET 1 OF 1



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

lh

CITY COUNCIL MEETING: June 16, 2015 Regular Meeting
PREPARED BY: Karen Wolf, Development Administrator
PRESENTER: Victor Gutierrez, Assistant City Planner
DEPT. HEAD SIGNATURE:
CITY MANAGER SIGNATURE: *Judra Harrett*
[Signature]

SUBJECT: Resolution for Intergovernmental Agreement with CDOT for the Regional Wayfinding project contract

RECOMMENDED CITY COUNCIL ACTION: Enact resolution

SUMMARY STATEMENT: The City is entering into an agreement with CDOT to function as the grant recipient and manager for a multi-community signage program.

EXPENDITURE REQUIRED: \$17,500

SOURCE OF FUNDS: CIP

POLICY ISSUE: No

ALTERNATIVE: None

BACKGROUND INFORMATION:

The Regional Wayfinding project is a part of a program to install wayfinding kiosks for the "Regional Interpretive Signage Enhancement" and "Southern Rockies: Crossroads of Culture" projects. A number of communities submitted matching funds to the City for this project. Each community committed funds for the installation of signs along scenic highway routes that cross multiple counties.

CONTACT FOR INFORMATION: Victor Gutierrez, 719-846-9843 ext. 136

lh



CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF TRINIDAD AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE REGIONAL WAYFINDING PHASE I STE R200-204 PROJECT

WHEREAS, the City of Trinidad recognizes the need for a coherent, unified wayfinding signage system; and

WHEREAS the Regional Wayfinding Project is a part of a multi-community signage program to install wayfinding kiosks and signs along scenic highway routes that cross multiple counties;

WHEREAS, a number of communities submitted matching funds to the City for this project; and

WHEREAS, the City of Trinidad has likewise committed funding; and

WHEREAS, the grant application was approved by Colorado Department of Transportation.

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

Section 1. Approval of Contract between the City of Trinidad and the Colorado Department of Transportation for the Regional Wayfinding Phase I STE R200-204 Project. The City Council of the City of Trinidad approves the grant contract between the City of Trinidad and the Colorado Department of Transportation for the Regional Wayfinding Phase I STE R200-204 Project for the purpose of funding the installation of kiosks and signs within the region.

Section 2. Effective Date. This resolution shall be in force and effect from and after the date of its approval and adoption.

APPROVED and ADOPTED this ____ day of _____, 2015.

JOSEPH A. REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

Kiosk Design Guidelines

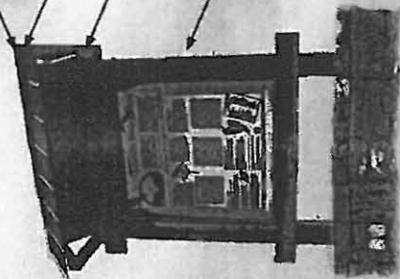
ONE PANEL KIOSK

Roof sheathing 1 x 4" tongue & groove clear aspect

Pre-finished ribbed metal steep pitched roof

Roof framing 2 x 4" rough cedar

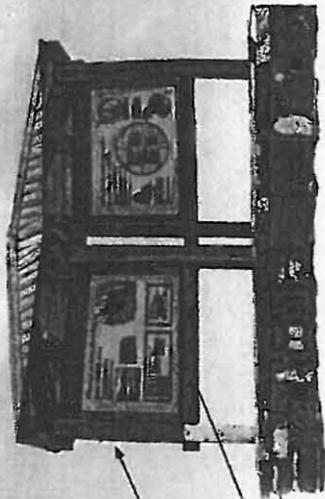
Rustic design complements rural landscapes. Symmetrical signs are tall and highly visible from the roadway.



Interpretive panel size is 42 x 48" (May vary by installation site to 36 x 36" or 48 x 48")

Interpretive panels are high pressure laminate (HPL)

TWO PANEL KIOSK



THREE PANEL KIOSK



Sandstone base is quarried locally, honoring WPA masonry projects throughout the region.

Stone minimum width is 16", height varies from 12-16". Stone extends 10-12" past the exterior kiosk posts.

WPA Tradition

The Works Progress Administration (WPA) was a New Deal agency established to carry out public works projects by employing millions of out-of-work Americans during the Great Depression. Projects prioritized labor over materials resulting in projects that emphasized hand craftsmanship and use of local materials as seen in Crowley County.



WPA's Built Culture in Crowley County, Photo credit to Crowley County, Inc.

STATE OF COLORADO
Department of Transportation
Agreement
with
City of Trinidad

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1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

i. Federal Authority

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

ii. State Authority

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

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Agreement or Contract

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

B. Agreement Funds

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

C. Budget

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

D. Consultant and Contractor

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

E. Evaluation

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

F. Exhibits and Other Attachments

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

G. Goods

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

H. Oversight

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

I. Party or Parties

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

J. Work Budget

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

K. Services

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

L. Work

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

M. Work Product

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

5. TERM AND EARLY TERMINATION

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

6. SCOPE OF WORK

A. Completion

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

B. Goods and Services

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

C. Employees

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

D. State and Local Agency Commitments

i. Design

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

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

ii. Local Agency Work

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

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

iii. Construction

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

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

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

E. State's Commitments

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

F. ROW and Acquisition/Relocation

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

G. Utilities

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

- a) Railroads

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

H. Environmental Obligations

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

I. Maintenance Obligations

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

7. OPTION LETTER MODIFICATION

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

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

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

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

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

C. Option to do both Options A and B.

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

8. PAYMENTS

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

A. Maximum Amount

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

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

C. Use of Funds

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

D. Matching Funds

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

E. Reimbursement of Local Agency Costs

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

i. Reasonable and Necessary

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

ii. Net Cost

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

9. ACCOUNTING

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

A. Local Agency Performing the Work

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

B. Local Agency-Checks or Draws

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

C. State-Administrative Services

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

D. Local Agency-Invoices

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

E. Invoicing Within 60 Days

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

F. Reimbursement of State Costs

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

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

10. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Documents

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

11. LOCAL AGENCY RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal

audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

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

12. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

13. CONFLICT OF INTEREST

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

14. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

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

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

C. Licenses, Permits, Etc.

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

15. INSURANCE

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

A. The Local Agency

i. Public Entities

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

ii. Non-Public Entities

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

B. Contractors

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

i. Worker’s Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Additional Insured

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

v. Primacy of Coverage

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

vi. Cancellation

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

vii. Subrogation Waiver

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

C. Certificates

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

16. DEFAULT-BREACH

A. Defined

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

B Notice and Cure Period

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

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §17 in addition to all other remedies set forth in other sections of this Agreement following the

notice and cure period set forth in §16(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

18. NOTICES and REPRESENTATIVES

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

A. If to State:

CDOT Region: 02
Donald Scanga
Project Manager
902 Erie Ave
Pueblo, CO 81001
719-546-5434

B. If to the Local Agency:

City of Trinidad
Victor Gutierrez
Interim City Planner
135 N. Animas Street
Trinidad, CO 81082
719-846-9843

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

20. GOVERNMENTAL IMMUNITY

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

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

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

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

22. FEDERAL REQUIREMENTS

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

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of Exhibit G and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this

Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If the Local Agency uses any State- approved DBE program for this Agreement, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

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

25. GENERAL PROVISIONS

A. Assignment

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification - General

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

G. Jurisdiction and Venue

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

H. Limitations of Liability

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

I. Modification

i. By the Parties

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

ii. By Operation of Law

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

J. Order of Precedence

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

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

K. Severability

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

L. Survival of Certain Agreement Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

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26. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

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

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

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

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

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

SPs Effective 1/1/09

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27. SIGNATURE PAGE

Agreement Routing Number: 15-HA2-XC-00196

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p style="text-align: center;">THE LOCAL AGENCY City of Trinidad</p> Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Shailen Bhatt, Executive Director</p> _____ By: Joshua Laipply, P.E., Chief Engineer Date: _____
<p style="text-align: center;">2nd Local Agency Signature if needed</p> Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> By: _____ Signature - Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> By: _____ Colorado Department of Transportation Date: _____
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28. EXHIBIT A – SCOPE OF WORK

1. General Description

The local agency shall be responsible for overseeing the design and construction of a regional way finding system that incorporates locations in Las Animas County, Huerfano County, Fremont County, Custer County and Pueblo County. The way finding system is designed to move travelers throughout the region and to educate them on the distinct heritage and culture of the Southern Rockies.

Way finding system located throughout SW Region 2
STIP#: SR 15079.048
Project No. #: STE R200-204 (20118)

2. Definitions

N/A

3. Personnel

3.1. Responsible Administrator.

The Local Agency's performance hereunder shall be under the direct supervision of the project manager identified in §18 of the Agreement.

3.2. Replacement

The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §18 of the Agreement.

4. Administrative Requirements

At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

5. Monitoring

The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

29. EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

30. EXHIBIT C – FUNDING PROVISIONS

STE R200-204 (20118)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$359,000.00, which is to be funded as follows:

1 BUDGETED FUNDS				
a. Federal Funds (80.00% of Participating Costs)				\$287,200.00
b. Local Agency Matching Funds (20.00% of Participating Costs)				\$71,800.00
TOTAL BUDGETED FUNDS				\$359,000.00
2 ESTIMATED CDOT-INCURRED COSTS				
a. Federal Share (0% of Participating Costs)				\$0.00
b. Local Agency Share				\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS				\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted (1a)				\$287,200.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$287,200.00
FOR CDOT ENCUMBRANCE PURPOSES				
Total Encumbrance Amount				\$359,000.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$359,000.00
WBS Element 20118.10.30	Design	3020		\$162,000.00
WBS Element 20118.20.10	Const	3301		\$0.00

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 80.00% federal-aid funds (CFDA #20.205) to 20.00% Local Agency funds, it being understood that such ratio applies only to the \$359,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$359,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$359,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$287,200.00 (For CDOT accounting purposes, the federal funds of \$287,200.00 and the Local Agency matching funds of \$71,800.00 will be encumbered for a total encumbrance of \$359,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure more than \$750,000-Highway Funds Only

If the Local Agency expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure more than \$750,000-Multiple Funding Sources

If the Local Agency expends more than \$750,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

31. EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

- Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (Insert the following language for use with the Option A):

In accordance with the terms of the original Agreement (insert CMS routing # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)is (insert dollars here). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labled as follows: **C-2, C-3, C-4, etc.**).

Option B (Insert the following language for use with Option B):

In accordance with the terms of the original Agreement (insert CMS # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be

made using an formal amendment)..

Option C (Insert the following language for use with Option C):

In accordance with the terms of the original Agreement (insert CMS routing # of original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now (insert total encumbrance amount), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (indicate total budgeted funds) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement 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 the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form Updated: December 19, 2012

32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. R200-204	STIP No. SR 25079.048	Project Code 20118	Region 2
Project Location Various locations in SW Region 2			Date 3/20/14
Project Description Regional Wayfinding in the Southern Rockies -Phase I			
Local Agency City of Trinidad	Local Agency Project Manager Louis Fineberg		
CDOT Resident Engineer Dan Dahlke	CDOT Project Manager Don Scanga		
<p>INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	NA	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	

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Previous editions are obsolete and may not be used

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Dan Dahlke _____ 3/20/2013 _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	X
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	NA	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	NA	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	NA	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	NA	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Local Agency Professional Engineer or _____ Phone number _____	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	CDOT Resident Engineer		
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	NA	
8.8	Perform Construction Surveying	NA	
8.9	Monument Right-of-Way	NA	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	
	Provide the name and phone number of the person authorized for this task.		
	<u>Louis Fineberg</u> <u>719-846-9843 ext 130</u> Local Agency Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	NA	
8.12	Prepare Local Agency Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders	X	
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status	X	X
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews		
	Provide the name and phone number of the person responsible for this task.		X
	<u>Dan Dahlke</u> <u>719-546-5509</u> CDOT Resident Engineer Phone number		
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	NA	
9.4	Perform Laboratory Verification Tests	NA	
9.5	Accept Manufactured Products	X	
	Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	NA NA NA	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT	NA NA	X
9.8	Approve mix designs • Concrete • Hot mix asphalt	NA NA	
9.9	Check Final Materials Documentation	X	X
9.10	Complete and Distribute Final Materials Documentation	X	X

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	NA	
11.10	Complete and Submit CDOT Form 1212 - Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist
 CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager

33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Required by 23 CFR 635.112

34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office
Colorado Department of Transportation
4201 East Arkansas Avenue, Room 287
Denver, Colorado 80222-3400
Phone: (303) 757-9234

revised 1/22/98

Required by 49 CFR Part 26

35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
 7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three years after the case has been settled.

CRS §§24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the preceeding eight (8) steps.

36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS

FIWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60.29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FIWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FIWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FIWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WHI-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented:

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Air Act or Section 306 of the Clean Water Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FIWA approval or that is estimated to cost \$25,000 or more - as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FFWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

37. EXHIBIT J – FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule)

The "Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation: the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d); the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30; the Local Agency/Contractor shall comply with section 18.37 concerning any sub-Agreements; to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 sub-Agreement procedures, as applicable; the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

42 USC 6101 et seq., 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

38. EXHIBIT K – SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

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

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;

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

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

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

8. Exemptions.

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

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