

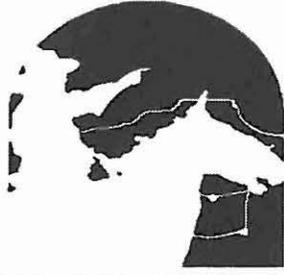


**CITY OF TRINIDAD
TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, February 11, 2014 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

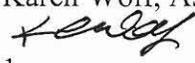
1. Petitions and Communications, Oral or Written
2. Resolution supporting a grant application for GOCO grant – Paths to Parks – land acquisition for the Old Sopris Trail
3. Letter of Support for the Fishing is Fun Grant for the Purgatoire River Reach 5 Habitat Improvement Project
4. Resolution re-applying for a GOCO grant to make renovations and additions to Central Park
5. Consideration of adoption of the Old Sopris Trail Master Plan
6. Historic Building Designation discussion
7. Amended Agreement with Black & Veatch Water Treatment Improvements
8. Consideration of an ordinance for the regulation of medical marijuana
9. Discussion of other agenda items



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: February 11, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: GOCO *Paths to Parks* Land Acquisition Grant: **Old Sopris Trail**

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that City Council approve the resolution supporting the grant application, project and dedication of matching funds.

SUMMARY STATEMENT: The City would like to apply for a GOCO land acquisition grant for the purpose of acquiring approximately one-hundred and fifty (150) acres of property within the Purgatoire River corridor for the construction of a four (4) mile long connector trail, entitled the Old Sopris Trail, between the Corazon de Trinidad National Historic District and the southern entrance to Trinidad State Park.

EXPENDITURE REQUIRED: \$139,275

SOURCE OF FUNDS: 2014/2015 CIP and/or Lottery Funds

POLICY ISSUE: Should a portion of the 2014/2015 CIP and/or Lottery Funds be utilized for acquiring land for the establishment of the Old Sopris Trail.

ALTERNATIVE: Not applicable.

BACKGROUND INFORMATION:

- In October of 2013, upon presenting a Concept Paper, the City was invited to apply for a Great Outdoors Colorado's (GOCO) Paths to Parks grant, a special grant round which will provide a total of \$5M to Colorado communities.
- GOCO recommended that the City pursue land acquisition.
- GOCO's Mission: *To help the people of Colorado preserve, protect, enhance, appreciate and enjoy our parks, wildlife, trails, rivers and open space through strategic grants, partnerships and leadership.*
- GOCO requires a minimum 25% contribution to the total project cost. 10% of the total project cost must be cash.
- Project Budget: \$1,097,100
 - GOCO Request: \$822,825 (75%)
 - In-Kind Match: \$135,000 (12.3%) Landowner Donation
 - Cash Match: \$139,275 (12.7%) City

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CITY OF TRINIDAD, COLORADO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO SUPPORTING APPLICATION TO THE GREAT OUTDOORS COLORADO PATHS TO PARKS LAND ACQUISITION GRANT PROGRAM TO OBTAIN FUNDING TO ACQUIRE APPROXIMATELY ONE HUNDRED FIFTY (150) ACRES OF LAND ALONG THE PURGATOIRE RIVER BETWEEN THE CITY OF TRINIDAD AND TRINIDAD LAKE STATE PARK FOR THE PURPOSE OF ESTABLISHING THE OLD SOPRIS TRAIL

WHEREAS, the City of Trinidad supports the Great Outdoors Colorado grant application for the acquisition of land in Las Animas County and if the grant is awarded, the City of Trinidad supports the completion of the project; and

WHEREAS, the City of Trinidad has requested \$822,825 from Great Outdoors Colorado to acquire said land; and

WHEREAS, the City Council of the City of Trinidad recognizes the many community benefits and the tremendous economic development potential of preserving the Purgatoire River Corridor as a pedestrian trail and conservation area; and

WHEREAS, the Purgatoire River along the Old Sopris Road is a wildlife-rich natural area with considerable river frontage in close proximity to the Corazon de Trinidad National Historic District; and

WHEREAS, the Purgatoire River along the Old Sopris Road is an ideal candidate for connecting the City of Trinidad and Trinidad Lake State Park; and

WHEREAS, development of a trail system that links the community with Trinidad Lake State Park is featured in the City of Trinidad's Purgatoire River Trail System 2009 Master Plan; and

WHEREAS, the City of Trinidad has obtained letters of support for the acquisition of land adjacent to the Purgatoire River for the purpose of establishing a pedestrian trail accessible by a wide range of community members and visitors

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

Section 1. The City Council of the City of Trinidad strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2. If the grant is awarded, the City Council of the City of Trinidad strongly supports the completion of the project.

Section 3. The City Council of the City of Trinidad authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4. The project site will therefore be owned by City of Trinidad and will be owned by the City of Trinidad for the next 25 years.

Section 5. The City Council of the City of Trinidad will continue to maintain the Old Sopris Trail in a high quality condition and will appropriate funds for maintenance in its annual budget.

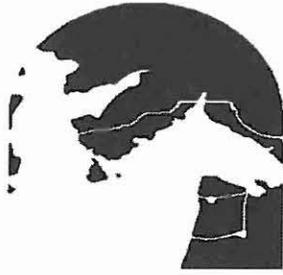
Section 6. If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.

APPROVED and ADOPTED this ____ day of _____, 2014.

JOSEPH A. REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 11, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: *Karen Wolf*
OF ATTACHMENTS: 1

SUBJECT: Fishing Is Fun Grant Program Application: **Purgatoire River Reach 5 Habitat Improvement Project**

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that City Council approve supporting the grant application, project and dedication of matching funds.

SUMMARY STATEMENT: Reach 5 is the third phase of the Purgatoire River Improvement Project. Reach 5 is located in the Boulevard Addition.

EXPENDITURE REQUIRED: \$31,800

SOURCE OF FUNDS: 2014/2015 CIP and/or Lottery Funds and partner matches.

POLICY ISSUE: Should a portion of the 2014/2015 CIP and/or Lottery Funds be utilized for Reach 5.

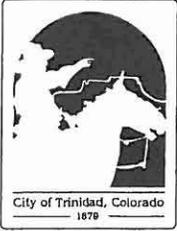
ALTERNATIVE: Not applicable.

BACKGROUND INFORMATION:

- The City of Trinidad and the Purgatoire River Anglers Trout Unlimited Chapter are proposing to extend the successful 'Reach 4' trout habitat improvement project upstream into the Boulevard Addition Nature Park. Public fishing access to both banks of this section of the Purgatoire will be provided along established trails in and proximate to the Boulevard Addition Nature Park, the City's River Walk and the Old Sopris Trail. Several access points will be ADA compliant. Habitat improvements include placement of boulder clusters and J-hook vanes.
- Project Budget: \$147,192
 - Fishing Is Fun Grant Request: \$108,420
 - Cash Match: \$31,800 (City)
 - In-Kind Match: \$6,972 (Volunteer Work)

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CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

February 11, 2014

Fishing Is Fun
Colorado Parks & Wildlife
6060 Broadway
Denver, CO 80216

Re: Fishing Is Fun Program Grant ***Purgatoire River Reach 5 Habitat Improvement Project***

To Whom It May Concern:

On behalf of the City Council and the City of Trinidad it is my pleasure to submit this letter in support of our application for a Fishing Is Fun grant. The City of Trinidad is applying for funds to complete, in collaboration with the Purgatoire River Anglers Trout Unlimited Chapter 100, the Purgatoire River Improvement Project's Reach 5 Boulevard Addition section.

In Downtown Trinidad, with funding from the Purgatoire River Water Conservancy District and a local industry, Trout Unlimited built a fishing trail along the City's River Walk and constructed in-stream habitat in the Purgatoire River. Anglers have been catching fish in this section of the river for the past two winters. The second stage of the Purgatoire River Improvement Project, Reach 3, will be completed this month. Reach 5, the third phase of the project, traverses the Boulevard Addition Nature Park, a City park in its development stages which was funded in part by a GOCO land acquisition grant. Reach 5 also extends along the future Old Sopris Trail. The Old Sopris Trail Master Plan was recently completed, a project funded by the State Trails Program. The Old Sopris Trail will serve as the first pedestrian connection from downtown Trinidad to Trinidad Lake State Park.

Collaboration has been integral with City improvement projects, and providing fishing access is no exception. Please consider our application favorably and thank you for the opportunity to present our initiatives to Colorado Parks and Wildlife. As a community we are in the midst of creating additional authentic and diverse recreational opportunities for our fellow—and future—citizens and visitors, endeavors that would not be possible without the support of agencies such as yours.

Sincerely,

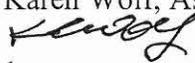
Joe Reorda
Mayor of Trinidad



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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CITY COUNCIL MEETING: February 11, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: GOCO Local Government Park, Outdoor Recreation and Environmental Education (LPOR) Grant Application: **Central Park Baseball Facility**

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that City Council approve the resolution supporting the grant application, project and dedication of matching funds.

SUMMARY STATEMENT: Utilizing GOCO LPOR grant funds the City intends to update and add amenities at the Central Park Baseball Facility.

EXPENDITURE REQUIRED: \$150,000.

SOURCE OF FUNDS: 2014/2015 CIP and/or Lottery Funds and partner matches.

POLICY ISSUE: Should a portion of the 2014/2015 CIP and/or Lottery Funds be utilized for upgrading and renovating the Central Park Baseball Facility.

ALTERNATIVE: City Council could direct staff to consider a different project for the utilization of these funds.

BACKGROUND INFORMATION:

- LPOR Grants have a maximum limit of \$350,000; there is no maximum for the total project cost. Applicants must provide at least 30% of the total project cost in matching funds, at least 10% of which must be a cash match. The remaining 20% can be in-kind contributions.
- Total estimated Central Park project budget: \$500,000.
- The City is estimating a need of a \$150,000 cash match (30%), with the potential to offset this amount with an in-kind match of \$40,000 from TSJC, therefore a *possible* cash match reduction to \$110,000 (22%). Additionally, the Trinidad Baseball Alumni Association is willing to commit approximately \$20,000 to the project that could be used for additional over match to the grant.
- Central Park is in need of a number of improvements. The project proposes the following renovations and additions:
 - Infield artificial turf (rough estimated cost of \$160,000).
 - Outfield grass turf replacement.
 - Irrigation system upgrades and replacement.
 - ADA accessible entrances & other structural repairs.

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CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, SUPPORTING APPLICATION TO THE GREAT OUTDOORS COLORADO LOCAL GOVERNMENT PARK, OUTDOOR RECREATION AND ENVIRONMENTAL EDUCATION GRANT PROGRAM TO OBTAIN FUNDING TO MAKE RENOVATIONS AND ADDITIONS TO CENTRAL PARK

WHEREAS, the City of Trinidad supports the Great Outdoors Colorado grant application seeking funds to make renovations and additions to Central Park, and the City of Trinidad supports the completion of the project; and

WHEREAS, the City of Trinidad has requested \$350,000 from Great Outdoors Colorado to make said improvements; and

WHEREAS, the City Council of the City of Trinidad recognizes the tremendous community benefit of preserving and improving upon its parks and open space, including Central Park.

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

Section 1. The City Council of the City of Trinidad strongly supports the application and has agreed to appropriate matching funds for a grant with Great Outdoors Colorado.

Section 2. If the grant is awarded, the City Council of the City of Trinidad strongly supports the completion of the project.

Section 3. The City Council of the City of Trinidad authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4. The project site is owned by City of Trinidad and will be owned by the City of Trinidad for the next 25 years.

Section 5. The City Council of the City of Trinidad will continue to maintain Central Park in a high quality condition and will appropriate funds for maintenance in its annual budget.

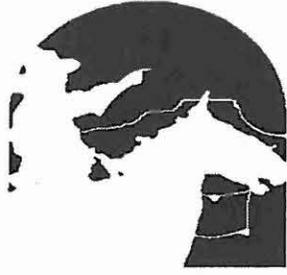
Section 6. If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.

APPROVED and ADOPTED this _____ day of February, 2014.

JOSEPH A. REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 11, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: *K. Wolf*
OF ATTACHMENTS: 1

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SUBJECT: Old Sopris Trail Master Plan

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Adoption of the Old Sopris Trail Master Plan at the February 18th City Council meeting.

SUMMARY STATEMENT: The Old Sopris Trail Plan describes and recommends routes for the development of a connector trail from the Corazon de Trinidad Historic District to Trinidad Lake State Park.

EXPENDITURE REQUIRED: Not applicable.

SOURCE OF FUNDS: Not applicable.

POLICY ISSUE: Adoption of a specific plan.

ALTERNATIVE: Not applicable.

BACKGROUND INFORMATION:

- Public Comments regarding the plan were solicited for 2 weeks in early January.
- The plan has been presented to the Planning, Zoning & Variance Commission and the Commission will formally vote on its adoption at its regularly scheduled meeting on February 11, 2014.
- The Old Sopris Trail project intends to:
 - Provide a safe, non-motorized trail for pedestrians and cyclists to travel along the Purgatoire River between the City of Trinidad and Trinidad Lake State Park.
 - Provide trail access to over two (2) miles of the Purgatoire River and assist the region in its effort to attract visitors and tourists.
 - Provide additional outdoor recreation opportunities and promote better community health through fitness and regular physical activity.
 - Increase property values of adjoining properties and promote—through increased public awareness and cooperative planning with adjacent landowners—the stewardship, clean-up and scenic enhancement of the Purgatoire River corridor.
 - Improve habitat through the remove invasive species and restoration of the native flora.

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RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, ADOPTING THE
CITY OF TRINIDAD OLD SOPRIS TRAIL MASTER PLAN

WHEREAS, the City of Trinidad recognizes the many community benefits and the tremendous economic development potential of preserving the Purgatoire River Corridor as a pedestrian trail and conservation area; and

WHEREAS, the Purgatoire River along the Old Sopris Road is a wildlife-rich natural area with considerable river frontage in close proximity to the Corazon de Trinidad National Historic District; and

WHEREAS, the Purgatoire River along the Old Sopris Road is an ideal candidate for connecting the City of Trinidad and Trinidad Lake State Park; and

WHEREAS, the Old Sopris Trail Master Plan describes and recommends routes for the development of a connector trail from the Corazon de Trinidad Historic District to Trinidad Lake State Park that would provide the guidance necessary for the development of a safe, non-motorized trail for pedestrians.

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

The City of Trinidad hereby adopts the City of Trinidad Old Sopris Trail Master Plan, dated November, 2013.

INTRODUCED, READ, AND ADOPTED this ____ day of February, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 11, 2014
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 2

SUBJECT: Discussion and Consideration of a Resolution Designating Certain Historic Buildings as contributing resources within the El Corazon de Trinidad National Registered District

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Discussion and input regarding the recommended list of Historic Buildings and scheduling the Resolution for approval at a future regular meeting of City Council.

SUMMARY STATEMENT: During discussion and adoption of the updated City's Code of Ordinances concerning commercial buildings last fall, staff and City Council discussed the need to have a local designation of historic buildings in the El Corazon de Trinidad National Registered District.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: The Designation of certain buildings as historic as Contributing Resources within the El Corazon de Trinidad National Registered District.

ALTERNATIVE: City Council could elect to not adopt the Resolution and instead request staff to investigate other methods of Historic Preservation

BACKGROUND INFORMATION: The declining occupancy rates and the growing number of empty historic buildings throughout the downtown corridor/historic district has become a mounting concern. Additionally, the degradation of these buildings poses both an economic and public safety issue. With the volume of declining infrastructure, the City is faced with developing strategies to address these issues. The Resolution recommended above is another means to provide assistance to building owners and or prospective owners of these buildings when they renovate.

The proposed buildings that staff recommends for inclusion on in the designation is attached. The list is based on previous work completed in designating the El Corazon de Trinidad Historic District.

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CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, SUPPORTING THE CERTIFICATION OF HISTORIC BUILDINGS AS CONTRIBUTING RESOURCES WITHIN THE EL CORAZON DE TRINIDAD NATIONAL REGISTERED DISTRICT

WHEREAS, the El Corazon de Trinidad National Historic District, was recognized in 1973 as one of the first National Historic Districts in the State of Colorado; and

WHEREAS, many buildings of historic significance within the District, are not listed on the National Historic Register or the State Historic Register, these buildings however remain valuable and contribute to the overall historic importance of the District; and

WHEREAS, in 2000, the El Corazon de Trinidad National Historic District was designated as one of Colorado's Endangered Places by Colorado Preservation Inc.; and

WHEREAS, the City of Trinidad feels strongly that it must encourage and support investment in the preservation of our historic structures, and that this investment is a matter of public safety and of economic concern; and

WHEREAS, by certifying historic structures as contributing resources to the National Historic District, the Trinidad City Building Official may give consideration to these structures as Historic Buildings, and that this consideration will aide in the preservation and use of these buildings by allowing use of the Existing Buildings Section of the International Building Code 2009

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

The City Council of the City of Trinidad supports certification of historic buildings as contributing resources within the El Corazon National Historic District with the purpose of encouraging and supporting investment in historic buildings and that this investment will create a safer and more economically viable downtown.

APPROVED and ADOPTED this ____ day of _____, 2014.

JOSEPH A. REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

Site ID	Name	Full Address	Assessment	Date
5LA.2179.49	BILLARD HALL BARBER SHOP PEE WEE'S PLACE THE ALBANY JOSEPH MALOUFF GENERAL STORE NICK MALOUFF'S GROCERY	500-506 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/28/1973 05/25/2001 06/13/2000 07/13/2000
5LA.2179.5	SOPRIS BLOCK JAMIESON HOUSE FURNISHING MCNALLY & SON FURNITURE	317-319 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.50	SIMON SANDER & CO BALDWIN PIANO BECK SHOE STORE	219 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	10/2001 10/2001
5LA.2179.51	R. HAMERSLOUGH & CO OREKAR SALOON SAMMIE'S BAR AND CAFE ATLANTIC BAR BLACK JACK'S SALOON & STEAKHOUSE	225 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.52	WISE BLOCK TRINIDAD ELECTRIC TRANSMISSION, RAILWAY & GAS. CO. GAMBLE'S	231 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.53	WELLS FARGO & CO. EXPRESS OFFICE SOPRIS OFFICE VAL'S CIGAR STORE	309 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.54	JACK JOST'S BARBER SHOP	211 - 213 N COMMERCIAL ST., TRINIDAD, 6TH;T33S;R64W S13	Within NR district	08/01/1970
5LA.2179.55	BLACKSMITH PRICCO AUTOMOTIVE TRINIDAD TIRE SHOP	601 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 05/26/2000 05/26/2000

Site ID	Name	Full Address	Assessment	Date
5LA.2179.56	SOPRIS BLOCK JAMIESON HOME FURNISHING CO. DELMONICOS CAFE & BAR	313 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	¹ Within NR district	1 08/01/1970 10/2001 10/2001
51A.2179.57	SOPRIS BLOCK DENVER & RIO GRANDE EXPRESS WARMKER MILLINERY TRINIDAD COURIER MORNING LIGHT	305 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.58	BIG SIX BAR AND RESTAURANT GOLDEN GRILL AND BAR	209 N. COMMERCIAL ST. TRINIDAD Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970
5LA.2179.59	HORSESHOE BAR CENTRAL HARDWARE & MARKET ANHEUSER-BUSCH JACOB SANDERS M & L APPLIANCES RADIO SHACK	219 - 225 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.6	LAS ANIMAS BLOCK SOPRIS BLOCK DIAGNOSTIC TENCHOLOGIES	301 W. MAIN ST. TRINIDAD Las Animas County CO 81082 6TH;T33S;R64W S13	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.60	MODEL BARBER SHOP REFATTI SALOON DAVIS BARBER SHOP BOB'S BOOKS WESTERN LAND ACQUISITIONS PUEBLO HEARING AID	249 - 253 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.61	CENTRAL MEAT MARKET PATTERSON SHOE COMPANY DOWNS RESTAURANT KIRBY DISTRIBUTION BIG PINE REALTY	227 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.62	DER RATHSKELLER SALOON HELT JEWELRY STORE MCDADE INVESTMENT CO.	255 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County	Within NR district	08/01/1970 10/2001 10/2001

Site ID	Name	Full Address	Assessment	Date
		6TH;T33S;R64W S13		
5LA.2179.63	COMMERICAL HOTEL VIGIL HOTEL & CAFE SAVOY HOTEL & CAFE	309 - 313 N. COMMERCIAL ST., TRINIDAD, Colorado 80203 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.64	JAMES MADISON JOHN BUILDING TISELE & GERARDI GROCERY	341 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.65	TAYLOR BLOCK BELL BLOCK COLORADO HOTEL SANDSTONE CONDOMINIUMS	401 - 407 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.66	DUNLAVY BROTHERS GROCERY COLORADO SUPPLY CO. GROCERY HINKLE'S ELECTRIC' C & H RESTAURANT	443 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.67	BAPTIST HALL CITY HOTEL CRANE'S RESTAURANT TRINIDAD CREAMERY MARTY FEEDS	328 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.68	MAXDAY GARAGE & CAB SERVICE STANDARD PAINT & GLASS' PAPERWORK, INC.	140 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.69	WOOD SHOE STORE ZIMMERMAN'S CONFECTIONERY WHITE FRONT SALOON' MODE-O-DAY STORE' H & R BLOCK	117 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001 1970
5LA.2179.7	THE CHRONICLE NEWS BUILDING	200 CHURCH ST., TRINIDAD, Colorado 81082	Within NR district	02/28/1973 10/2001

Site ID	Name	Full Address	Assessment	Date
		Las Animas County 6TH;T33S;R64W S13		10/2001
5LA.2179.70	MULNIX SALOON- RICHTER LIQUOR- MCNAUGHTON MARKETIME DRUG STORE	121 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001 1970
5LA.2179.71	P & W SHOE STORE- FASHION SHOE STORE & READY TO WEAR- CHACON INSURANCE	125 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
51A.2179.72	GERARDI MERCANTILE CO. GROCERY- ALEXANDER & SON MERCANTILE- HADAD'S HOME FURNISHINGS	131 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.73	MONTGOMERY WARD COMPANY- PIGGLY WIGGLY- TARABINO BUILDING- THE SHOPS ON MAIN	149 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001 1970
5LA.2179.74	DR R.G. DAVENPORT RESIDENCE & OFFICE- DR. B.M. CAWLEY RESIDENCE & OFFICE- DR. BARLOW OFFICE	312 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S18	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.75	LAS ANIMAS COUNTY COURTHOUSE- LIBERTY ENLIGHTENING THE WORLD SCULPTURE	200 E. FIRST ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S18	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.76	BELL-DAVIS BLOCK- DR. G.R. FORD OFFICE & RESIDENCE- TRINIDAD GAS & ELECTRIC SUPPLY CO.- HALL- MCMAHON UNDERTAKING- G.A.R. HALL (GRAND ARMY OF THE REPUBLIC)- WARD- TAMME	214 - 218 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S18	Within NR district	08/01/1970 10/2001 10/2001

Site ID	Name	Full Address	Assessment	Date
	BUILDING KELLER GLASS			
5LA.2179.77	COLORADO BUILDING JOE DAVIS BLOCK IDEAL CASH AND CARRY NAVY RECRUITING OFF YARN TREE DIXON, WALTER & CO.	160 - 164 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.78	NICHOLS BUILDING J. GOLDSMITH'S & SONS STROMBERG'S CLOTHING TOWN & COUNTRY CLOTHIERS	126 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.79	NEAT RESTAURANT HEY PATTERSON MEAT CO. SANTI'S BAKERY ELITE JEWELERS	122 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001 1970
5LA.2179.8	THE PALACE SABER'S BAR	137 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.80	WHITE HOUSE MARKET & GROCERY GREEN LIGHT BAR & CAFE NEW & USED FURNITURE STORE	304 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.81	DALMACIA SALOON & HOTEL SANDERS BLOCK SIMON SANDER & CO. KELLOFF BUILDING C & M AUTOMOTIVE SUPPLY CO	450 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.82	SIMON SANDERS & CO WEST END MEAT MARKET C & M MACHINE SHOP	458 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.83	EL CHARRO CAFE DESIGNS & MORE	510 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/13/2000 07/13/2000

Site ID	Name	Full Address	Assessment	Date
5LA.2179.84	JENNIE'S LOUNGE-ALL WAYS TRAVEL	514 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/13/2000 07/13/2000
5LA.2179.85	FALLEN ANGEL ANTIQUE & GIFT F&C SAWAYA WHOLESALE	516 W. MAIN ST., TRINIDAD, Colorado 81082 100 SANTA FE TRAIL, TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/14/2000 07/14/2000
5LA.2179.86	EDDIE MALOUFF GROCERY-JENNY'S CUT N CURL	116 SANTA FE TRAIL, TRINIDAD, Colorado 81082 116 COUNTRY CLUB DR., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/14/2000 07/14/2000
5LA.2179.87	ROY'S TAVERN-GOLDEN NUGGET LOUNGE-GOLDEN NUGGET RESTAURANT	110 SANTA FE TRAIL, TRINIDAD, Colorado 81082 COUNTRY CLUB DR., TRINIDAD, 110 SANTA FE TRAIL, TRINIDAD, Colorado Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/14/2000 07/14/2000
5LA.2179.88	WISWALL'S PICTURE HOUSE-COUNTRY CLUB LIQUOR STORE	118 SANTA FE TRAIL, TRINIDAD, Colorado 81082 118 COUNTRY CLUB DR., TRINIDAD, Colorado Las Animas County 6TH;T33S;R64W S13	Within NR district	05/25/2001 08/01/1970 07/14/2000 07/14/2000
5LA.2179.89	MOSES MALOUFF BUILDING-MONTE CRISTO BAR	124 SANTA FE TRAIL, TRINIDAD, Colorado 81082 124 COUNTRY CLUB DR.,	Within NR district	05/25/2001 08/01/1970 07/14/2000
Site ID	Name	Full Address	Assessment	Date

		TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 513		07/14/2000
5LA.2179.9	FAMOUS DEPARTMENT STORES J.C. PENNY CO. ALL NATIONS FELLOWSHIP	131 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 513	Within NR district	02/28/1973 10/2001 10/2001
5LA.2179.90	CHAPPELL RESIDENCE MULLARE MURPHY FUNERAL HOME	335 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 518	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.91	DOMINGUEZ BLOCK KENTUCKY SALOON J.B. ANDREWS & CO COMMERCIAL STREET SALON	257-259 N. COMMERCIAL ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 513	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.92	GLAVIANO & GARLUTZO GARAGE MODEL CITY OFFICE BROCATO & ASSOCIATES MR. T'S PLACE	308 - 314 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 513	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.93	US POST OFFICE--TRINIDAD MAIN TRINIDAD POST OFFICE	301 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 518	Within NR district	01/22/1986 10/2001 10/2001
5LA.2179.94	WEST THEATER FOX THEATRE	423 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W 513	Within NR district	08/01/1970 10/2001 10/2001
5LA.2179.95	HOAG RESIDENCE IDA MARTINEZ HOUSE	219 S. CONVENT ST. TRINIDAD Las Animas County 81082 6TH;T33S;R64W 513	Within NR district	1970 10/2001 10/2001 04/04/1990

Site ID	Name	Full Address	Assessment	Date
5LA.2179.96	CHARLES BARRACK GROCERY SOUTHERN MOTOR COMPANY	115 ELM ST. TRINIDAD Las Animas County CO 81082 6TH;T33S;R64W S13	Within NR district	05/01/1991 10/2001 10/2001 06/18/1991 05/01/1991
5LA.2179.97	CUSTOM GLASS SHOP	117 ELM ST. TRINIDAD Las Animas County CO 81082 6TH;T33S;R64W S13	Within NR district	06/18/1991 05/01/1991
5LA.2179.98	E.S. BELL BUILDING JAMIESON HOUSE FURNISHING COMPANY MATTRESS FACTORY TRINIDAD CREAMERY CO. TRINIDAD SIGN & NEON CO.	227 ELM ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	1970 10/2001 10/2001 08/03/1992
5LA.2180	FRANK G. BLOOM HOUSE	300 E. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R63W S18	Within NR district	02/26/1970 02/28/1973 10/2001
5LA.2181	JAFFA OPERA HOUSE TRINIDAD OPERA HOUSE HAUSMAN DRUG	100-116 W. MAIN ST., TRINIDAD, Colorado 81082 Las Animas County 6TH;T33S;R64W S13	Within NR district	02/07/1972 02/28/1973 10/2001



Council Communication

City Council Work Session: February 11, 2014
Prepared by: Linda Vigil -February 6, 2014
Dept. Head Signature:
of Attachments: 2

SUBJECT: Amendment to Black & Veatch Contract for the Engineering Design of the Water Treatment Plant Improvements

Presenter: Tom Acre, City Manager

Recommended City Council Action: Consideration of Black & Veatch contract amendment for the necessary improvements to the Water Treatment Plant. Staff proposes to present this for City Council approval at the regular meeting on February 18, 2014.

Summary Statement: In May 2013, City Council approved the expenditure of \$91,900 to Black & Veatch for the Water Treatment Plant improvements design. The improvements were in response to a survey and inspection of the WTP conducted in 2011 by the Colorado Department of Public Health and Environment. On November 26, 2013, Kevin Meador, the Project Engineer for Black & Veatch provided City Council and staff with the findings and recommendations for the necessary improvements to the Water Treatment Plant. Black & Veatch identified the costs over the next four years to be estimated at \$5,533,800, with funding coming from the Water Department Reserve Account. The amendment to the engineering contract will change the contract amount from \$91,900 to \$360,360 representing an increase of \$268,460.00 for the tasks identified below and as identified in the Black & Veatch Capital Improvements Plan (page 12 of the attached presentation).

- + RFQ for contactors
- + Electrical Design
- + Backwash Valve specifications
- + Sedimentation Basin pump design
- + Backwash Valve Construction/Installation
- + Chlorine System Modification

Expenditure Required: \$268,460.00 for engineering tasks

Source of Funds: Water Department Reserve Fund

Policy Issue: Maintenance of the Trinidad Water Treatment Plant required to provide reliable water supply and to meet required State standards for public health and safety.

Alternative: None

Background Information: The Black & Veatch engineering proposal was in response to a survey and inspection of the WTP conducted in 2011 by the Colorado Department of Public Health and Environment. During the inspection, CDPHE pointed out the need for the City to upgrade the WTP facility to include (1) refurbished or abandon the standing water tank, (2) modify and upgrade the chlorine disinfection system, (3) construct new filter backwash tank system, (4) replace existing filter bed backwash valves and actuators and WTP inlet and drain valves, and (5) design new residuals storage pond.

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF TRINIDAD, COLORADO
AND
BLACK & VEATCH CORPORATION**

Pursuant to the terms and conditions of the Agreement for Professional Services (Agreement) between the City of Trinidad (CITY) and Black & Veatch Corporation (CONTRACTOR), dated May 21, 2013, this Amendment No. 1 is made and entered into effect this _____ day of _____ 2014. CITY and CONTRACTOR agree as follows:

ARTICLE 1.a – SERVICES: DELIVERABLES. Add the following to the end of Paragraph 1.a.

The City agrees to retain Contractor to provide the services (Scope of Work) for Amendment 1 as set forth in Exhibit C, attached hereto and incorporated herein by reference (the “Services”), and Contractor agrees to so serve.

ARTICLE 2 – COMPENSATION

2.a The total amount of payments for Services and Reimbursable Expenses, in accordance with Exhibit C, shall be changed from \$91,900 to \$360,360, representing an increase of \$268,460. The estimated fee for each task is as follows:

Task 300 Assist in Preparing RFQ for On-Call Contractor	\$8,809
Task 310 Prepare Design Documents for Base Electrical Improvements at WTP	\$149,222
Task 320 Prepare Design Documents for Filter Valve and Piping Replacement	\$52,882
Task 330 Assist City in Selection of a Sedimentation Basin Transfer Pump	\$13,959
Task 340 Prepare Design Documents for New Bulk Sodium Hypochlorite System (Inside Existing WTP)	\$43,588
Total	\$268,460

ARTICLE 4 – TERM AND TERMINATION

The Services for Amendment 1 shall be completed within 120 calendar days of receiving a written Notice to Proceed.

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 as of the day and year first above written.

CITY
CITY OF TRINIDAD, COLORADO

CONTRACTOR
BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT C
SCOPE OF SERVICES FOR AMENDMENT 1
ENGINEERING SERVICES AGREEMENT

Between
City of Trinidad ("City")
And
Black & Veatch Corporation ("Contractor")

Project Description

Contractor (under the Scope of Services in Exhibit A) has prepared a preliminary design report (Report) that identified and evaluated alternatives and costs for upgrading existing facilities and systems at the Trinidad Water Treatment Plant (WTP) that is owned and operated by the City. The existing facilities and systems that were evaluated were:

- Electrical
- Filter Valves and Actuators
- Disinfection
- Filter Backwash Water Supply
- Residuals Storage Pond(s)

The alternatives selected for implementation were:

1. Base Electrical Improvements
 - a. The main components of the base electrical improvements are to install a new properly sized electrical service for the WTP and construct a new electrical room on the upper floor of the WTP Building.
2. Removal and Replacement of Filter Valves and Actuators
 - a. Replace the existing valves and actuators with new valves and electric actuators on the filtered water effluent, master backwash, individual filter backwash, filter drain, and filter influent piping.
 - b. In addition to replacement of the filter valves and actuators, the existing 16-inch diameter backwash supply piping will be removed and replaced with 24-inch diameter piping.
3. Bulk Sodium Hypochlorite (Inside Existing WTP)
 - a. Replace the existing chlorine gas disinfection equipment with new sodium hypochlorite storage and feed facilities housed in the existing WTP.
4. Replacement of the Existing Elevated Steel Tank
 - a. Construct a new elevated steel tank. Due to the structural condition and lead paint coating system on the existing tank, this alternative provides for replacement of the tank with a new, larger elevated storage tank in lieu of rehabilitating the existing tank.
5. Divide Existing Pond and Construct a New Pond
 - a. Construct a new residuals pond south of the existing pond and divide the existing pond into two cells.

The scope of services for Amendment 1 is for preparing contract documents for the Base Electrical Improvements, the Removal and Replacement of the Filter Valves and Actuators, and for the new

Bulk Sodium Hypochlorite System (Inside Existing WTP). The scope of services for Amendment 1 is further described in the following paragraphs.

The scope of services for the Replacement of the Existing Elevated Steel Tank and Divide Existing Pond and Construct a New Pond will be provided under a future amendment(s).

Scope of Services

The scope of services for this amendment includes the following services:

1. Task 300 – Assist the City in preparing a Request for Qualifications for On-Call Contracting services at the WTP.
2. Task 310 – Prepare contract documents for the base electrical improvements at the WTP.
3. Task 320 – Prepare contract documents for replacement of the existing filter valves, actuators, and piping and assist in bidding administration.
4. Task 330 – Assist the City in selection of a transfer pump for the sedimentation basin.
5. Task 340 – Prepare contract documents for the new bulk sodium hypochlorite system (inside existing WTP).

The services for Items 2, 3, 4, and 5 above will be completed concurrently. The contract documents for Items 2, 3, 4, and 5 above will be prepared as a single construction contract that will be bid as a single project to the on-call contractors selected under Item 1 above.

The fee spreadsheet, drawing list, and specification list for the Scope of Services in this Amendment 1 are included at the end of this Exhibit.

Task 300 – Assist the City in Preparing a Request for Qualifications for On-Call Contracting Services at the WTP

Objective: Assist the City in selecting pre-qualified contractor(s) to perform construction work at the WTP. The selected contractors will be the only contractors allowed to bid on the contract documents prepared in this amendment.

Subtasks:

1. Prepare draft Request for Qualifications (RFQ) document. Document will include general description of project types at the WTP, required qualifications, and contracting process, estimated dates of construction projects and approximate value, schedule for selection of pre-qualified contractor, method of submittal, information required in the statement of qualifications (SOQ), and standard contract. The draft document will be submitted to the City for review and comment.
2. Prepare advertisement for RFQ.
3. Prepare final RFQ document incorporating City's comments.
4. Assist the City in distributing the RFQ to potential contractors.
5. Assist the City in reviewing the submitted SOQs and selecting the contractors.

Task 310 – Prepare Contract Documents for the Base Electrical Improvements at the WTP.

Objective: Design and construct electrical improvements at the WTP to meet current building codes and make provisions for future upgrades to facilities. The base electrical improvements will also provide power for the addition of filter valve actuators and a sodium hypochlorite disinfection system located in the existing WTP. The main components of the base electrical improvements will be:

- A new adequately sized electrical service for the WTP and provide a new main service disconnect.
- A new electrical room on the upper floor of the WTP Building.
- Analysis to determine if a new electrical generator will be required for the WTP.

Subtasks:

1. Prepare a single design memorandum for Tasks 310, 320, 330, and 340. The design memorandum will document design criteria, discipline requirements, regulatory requirements, and permitting requirements. Perform a quality control review of the design memorandum. Review design memorandum with the City and incorporate the City's comments.
2. Prepare 60% level construction documents (drawings and specifications) to include incorporation of a new electrical service and a new electrical room on the second floor of the WTP building. Provide updated opinion of estimated construction cost.
 - a. The new electrical service (mounted transformer and utility metering equipment) from San Isabel Electric Association also includes new ground ring around the WTP building, new service lateral, automatic transfer switch, new main control center (MCC), three new panel boards, one for each filter in the lower level to accommodate new electric valve actuators, new starters for the Surface Wash Pump and Backwash Pump No. 1, new mini-power center installed in the generator location to power generator accessories, fuel day tank equipment, and local lighting, reduced voltage solid state soft starters (if required), controls and alarms as required by existing codes, B&V standard practices, and authorities having jurisdiction (AHJ), and indoor and outdoor alarms for the chemical storage and feed rooms.
 - i. Contract documents (drawings) will include:
 1. General, Civil, and Mechanical Drawings – 12 (estimated)
 2. Architectural – 4 (estimated)
 3. Electrical – 10 (estimated)
 - b. The new electrical room on the second floor of the WTP building will include electrical, structural, architectural, and mechanical improvements to convert the existing space to the new electrical room. Demolition of any existing features will be included in the design documents.
 - i. Contract documents (drawings) will include:
 1. Floor Plans and Elevations
 2. Details
 3. Standard Detail Sheets
 3. Perform power system studies to verify short circuit duties, load flows, and motor starting voltage dip conditions.
 4. Perform generator calculations to verify the capacity for operating the connected loads on generator power. The design of a new generator (if needed) is not included in this amendment.
 5. Coordinate with San Isabel Electric Association to determine scope of work and cost documentation for a new electrical service.
 6. Provide permitting assistance to include:
 - a. Submittal to CDPHE for electrical and valve improvements.
 - b. Meet with CDPHE to review electrical and valve improvements.
 - c. Incorporate CDPHE comments on electrical and valve improvements.
 - d. Coordinate with local Fire Marshal to determine fire code requirements and verify approval process.

7. Submit 60% level construction documents to City for review and comment. Conduct design review workshop with City. Receive and incorporate comments to documents.
8. Perform quality control (QC) review of the 60% level construction documents.
9. Prepare 90% level construction documents to include project drawings and specifications. B&V standard "front-end" contract documents will be used for the project to include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Agreement, Bonds, General Conditions, Supplementary Conditions, City forms, Division 1 specifications, and technical specifications. Provide updated opinion of estimated construction cost.
10. Submit five (5) sets and electronic files of final contract documents to the City. Conduct design review meeting with the City. Incorporate City comments and prepare bid ready contract documents.

Task 320 – Prepare Contract Documents for the Replacement of the Filter Valves, Actuators, and Piping.

Objective: Design and construct replacement valves, actuators, and piping for the WTP filter gallery. Valve, actuator, and piping replacements will include filter influent (3); drain (3), backwash (3), main backwash (1), effluent (3), main effluent (1), backwash piping, and surface wash piping.

Subtasks:

1. Prepare 60% level construction documents (drawings and specifications). Update opinion of estimated construction cost. Drawings are included in Task 310, Subtask 2 estimates.
2. Submit 60% level construction documents to the City and conduct review workshop in conjunction with Task 310, Subtask 7.
3. Perform QC reviews.
4. Prepare 90% level construction documents. Update opinion of estimated construction cost.
5. Submit 90% level construction documents to City and conduct review meeting in conjunction with Task 310, Subtask 10. Prepare bid ready contract documents incorporating City comments.

Task 330 – Assist the City in the Selection of a Transfer Pump for the WTP Sedimentation Basin

Objective: Select and install a pump and support to transfer water between Sedimentation Basins for the purpose of maintenance and reducing sludge discharge flows to the backwash settling ponds.

Subtasks:

1. Prepare 60% level construction documents (drawings and specifications). Update opinion of estimated construction cost. Drawings are included in Task 310, Subtask 2 estimates.
2. Submit 60% level construction documents to the City and conduct review workshop in conjunction with Task 310, Subtask 7.
3. Perform QC reviews.
4. Prepare 90% level construction documents. Update opinion of estimated construction cost.
5. Submit 90% level construction documents to City and conduct review meeting in conjunction with Task 310, Subtask 10. Prepare bid ready contract documents incorporating City comments.
6. Assist the City in obtaining bids (Task 310, 320, and 330) from Qualified Contractors to include:

- a. Distributing documents to pre-qualified bidders,
- b. Address bidders' questions,
- c. Prepare and Issue Addenda
- d. Evaluate Bids and Recommend Award.

Task 340 – Prepare Contract Documents for the New Bulk Sodium Hypochlorite System (Inside Existing WTP)

Objective: Design and construct new sodium hypochlorite storage and feed facilities housed in the existing WTP. The existing chlorine gas disinfection system will be completely removed.

Subtasks:

1. Prepare 60% level construction documents (drawings and specifications). Update opinion of estimated construction cost. Drawings are included in Task 310, Subtask 2 estimates.
 - a. The new bulk sodium hypochlorite system includes the following:
 - i. Two fiberglass reinforced plastic (FRP) or high density polyethylene (HDPE) bulk storage tanks.
 - i. Diaphragm or peristaltic metering pumps.
 - ii. Coriolis meters.
 - iii. Piping and valves.
 - iv. Instrumentation and controls for local, manual control only.
 - v. Electrical for the metering pumps and tank ventilation (if required).
 - vi. Containment curb for spill containment around the interior perimeter of the Chlorination Room, sealing of floor penetrations, and the floor and containment curb lined with a chlorine-resistant coating system.
 - vii. Ventilation for the bulk storage tanks.
 - viii. Externally-mounted wall connection to allow the sodium hypochlorite storage tanks to be filled from an outside filling station.
 - ix. Removal of the wall between the existing Chlorination and Chemical Storage Rooms.
 - x. Visual inspection of the underside of the concrete slab that will support the bulk storage tanks.
 - xi. Investigation of capacity and loading of the existing concrete beams at elevation 88.79, at column rows C & D to confirm capacity is available for the additional load from the bulk storage tanks.
 - b. The following is not included with the new bulk sodium hypochlorite system:
 - i. Eye wash station at outside filling station.
 - ii. Sprinkler system.
 - iii. Steel beams to reinforce the concrete slab under the bulk storage tanks.
 - iv. Verification of the existing properties of the concrete slab that will support the bulk storage tanks. (Preliminary calculations were based on 3,000 psi concrete, 40,000 psi steel, and 1.5 inches of concrete cover.)
2. Submit 60% level construction documents to the City and conduct review workshop in conjunction with Task 310, Subtask 7.
3. Perform QC reviews.
4. Prepare 90% level construction documents. Update opinion of estimated construction cost.
5. Submit 90% level construction documents to City and conduct review meeting in conjunction with Task 310, Subtask 10. Prepare bid ready contract documents incorporating City comments.

EXHIBIT C-1
City of Trinidad, Colorado
Water Treatment Plant Improvements
Amendment 1 - Design Documents
Level of Effort and Fee Estimate

TASK	DESCRIPTION	Level of Effort												TOTAL HOURS	TOTAL LABOR	DIRECT PROJECT EXPENSE	TOTAL PROJECT COST
		PROJECT MANAGER	ENGINEERING MANAGER	CIVIL ENGINEER	WATER PROCESS ENGINEER	ARCHITECTURAL ENGINEER	STRUCTURAL ENGINEER	MECHANICAL/HVAC ENGINEER	ELECTRICAL ENGINEER	I&C ENGINEER	CAD GRAPHICS	PROJECT SUPPORT ASSISTANT	QUALITY CONTROL				
ENGINEERING																	
SUBTOTAL		62	162	180	82	106	74	104	574	64	202	70	48	1,728	262,412	6,048	268,460
300	Assist in Preparing RFQ for On-Call Contractor	4	24	12	0	0	0	0	0	0	0	12	2	54	\$8,620	\$189	\$8,809
	Prepare draft RFQ	1	10	6								4	2	23	\$3,793	\$81	\$3,874
	Prepare advertisement for RFQ	1	4	4										9	\$1,651	\$32	\$1,683
	Prepare final RFQ document incorporating City comments		4											4	\$700	\$14	\$714
	Distribute RFQ to contractors		2									6		8	\$848	\$28	\$876
	Assist City in reviewing SOQ's	2	4	2								2		10	\$1,628	\$35	\$1,663
														0	\$0	\$0	\$0
														0	\$0	\$0	\$0
														0	\$0	\$0	\$0
310	Prepare Contract Documents for Base Electrical Improvements at WTP	32	52	50	24	98	22	90	444	24	90	28	22	976	\$145,806	\$3,416	\$149,222
	Prepare 60 percent design and specifications. Update opinion of probable construction cost.	4	2	4		48	12	42	100	16	60		6	294	\$42,054	\$1,029	\$43,083
	Submit 60 percent design to City for review. Attend review meeting.	8	8	8					8			4		36	\$5,980	\$126	\$6,106
	Incorporate 60 percent comments. Prepare 90 percent design and specifications. Update opinion of probable construction cost.	4	2	4		30	6	28	72	4	20		12	182	\$27,114	\$637	\$27,751
	Submit 90 percent design to City for review. Attend review meeting.	8	8	8					8			4		36	\$5,980	\$126	\$6,106
	Incorporate 90 percent comments and prepare bid ready documents (drawings, front end specifications, technical specifications, opinion of probable construction cost).	4	2	4		12	4	20	32	4	10	16		108	\$15,072	\$378	\$15,450
	Permitting													0	\$0	\$0	\$0
	Prepare submittal to CDPHE for electrical and valve improvements		12	8	8				8			2	4	42	\$6,946	\$147	\$7,093
	Meet with CDPHE to review electrical and valve improvements	4	8	8	8				4					32	\$5,484	\$112	\$5,596
	Incorporate CDPHE comments on electrical and valve improvements		4	4	8				8			2		26	\$4,026	\$91	\$4,117
	Coordinate with local Fire Marshal to determine requirements and incorporate into the design.		2	2		8			16					28	\$4,250	\$98	\$4,348
	Evaluations/Other Tasks													0	\$0	\$0	\$0
	Coordinate with San Isabel Electric Association to determine scope of work and cost demarcation for the new electrical service		2						20					22	\$3,350	\$77	\$3,427
	Complete additional evaluations to determine if a new generator is required. Design for a new generator will be by change order.		2						40					42	\$6,350	\$147	\$6,497
	Perform power system studies								68					68	\$10,200	\$238	\$10,438
	Design for new lighting in the electrical room, chemical room, sedimentation basin, and pipe gallery.								60					60	\$9,000	\$210	\$9,210
														0	\$0	\$0	\$0

TASK	DESCRIPTION	Level of Effort												TOTAL HOURS	TOTAL LABOR	DIRECT PROJECT EXPENSE	TOTAL PROJECT COST
		PROJECT MANAGER	ENGINEERING MANAGER	CIVIL ENGINEER	WATER PROCESS ENGINEER	ARCHITECTURAL ENGINEER	STRUCTURAL ENGINEER	MECHANICAL/HVAC ENGINEER	ELECTRICAL ENGINEER	I&C ENGINEER	CAD GRAPHICS	PROJECT SUPPORT ASSISTANT	QUALITY CONTROL				
320	Prepare Contract Documents for Filter Valve, Actuator, and Piping Replacement	12	48	76	14	0	20	0	84	0	52	16	10	332	\$51,720	\$1,162	\$52,882
	Prepare 60 percent design and specifications. Update opinion of probable construction cost.	4	24	40	8		8		40		32		4	160	\$25,164	\$560	\$25,724
	Submit 60 percent design to City for review.											4		4	\$332	\$14	\$346
	Prepare 90 percent design and specifications. Update opinion of probable construction cost.	4	16	24	4		8		20		12		6	94	\$15,404	\$329	\$15,733
	Perform QC reviews.								16					16	\$2,400	\$56	\$2,456
	Submit 90 percent design to City for review.											4		4	\$332	\$14	\$346
	Incorporate City comments and prepare bid ready documents (drawings, technical specifications, opinion of probable construction cost).	4	8	12	2		4		8		8	8		54	\$8,088	\$189	\$8,277
330	Assist City in Selection of a Sedimentation Basin Transfer Pump	2	10	14	0	8	4	0	22	0	24	6	4	94	\$13,630	\$329	\$13,959
	Prepare 60 percent design and specifications. Update opinion of probable construction cost.	1	4	8		4	4		8		12		2	43	\$6,451	\$151	\$6,602
	Submit 60 percent design to City for review.											2		2	\$166	\$7	\$173
	Perform QC reviews.													0	\$0	\$0	\$0
	Prepare 90 percent design and specifications. Update opinion of probable construction cost.	1	4	4		4			4		8		2	27	\$4,031	\$95	\$4,126
	Submit 90 percent design to City for review.											2		2	\$166	\$7	\$173
	Incorporate City comments and prepare bid ready documents (drawings, technical specifications, opinion of probable construction cost).		2	2					4		4	2		14	\$1,916	\$49	\$1,965
	Assist the City with Bidding Administration (Task 310,320, 330 combined contract)								6					6	\$900	\$21	\$921
340	Prepare Contract Documents for Bulk Sodium Hypochlorite Inside WTP	12	28	28	44	0	28	14	24	40	36	8	10	272	\$42,636	\$952	\$43,588
	Prepare 60 percent design and specifications. Update opinion of probable construction cost.	4	16	16	24		16	8	12	24	24			144	\$22,484	\$504	\$22,988
	Submit 60 percent design to City for review.											2		2	\$166	\$7	\$173
	Prepare 90 percent design and specifications. Update opinion of probable construction cost.	4	8	8	12		8	4	8	12	8			72	\$11,504	\$252	\$11,756
	Perform QC reviews.												10	10	\$1,900	\$35	\$1,935
	Submit 90 percent design to City for review.											2		2	\$166	\$7	\$173
	Incorporate City comments and prepare bid ready documents (drawings, technical specifications, opinion of probable construction cost).	4	4	4	8		4	2	4	4	4	4		42	\$6,416	\$147	\$6,563
	TOTALS	62	162	180	82	106	74	104	574	64	202	70	48	1,728	262,412	6,048	268,460
	HOURLY BILLING RATES	\$191	\$175	\$190	\$150	\$140	\$160	\$150	\$150	\$175	\$105	\$83	\$190	1,728			
	TOTAL LABOR (\$)	\$11,842	\$28,350	\$34,200	\$12,300	\$14,840	\$11,840	\$15,600	\$86,100	\$11,200	\$21,210	\$5,810	\$9,120		262,412		

EXHIBIT C-2
City of Trinidad, Colorado
Water Treatment Plant Improvements
Amendment 1 - Drawing and Specification Lists

Assumptions

- 1) Bid documents for Tasks 310, 320, 330, and 340 are for a single construction contract.
- 2) Design is based on recommendations in City of Trinidad, Colorado, Water Treatment Plant Improvements, Preliminary Design Report, by Black & Veatch, October 4, 2013.

Deliverables

Task 300 - On-Call Contractor RFQ

Contractor Qualification Questionnaire / RFQ

Task 310 - Base Electrical Improvements at WTP

Opinion of Probable Construction Cost

Front End Specifications

- 00020 Invitation to Bid
- 00100 Instructions to Bidders
- 00400 Bid Form
- 00430 Bid Bond
- 00440 List of Subcontractors
- 00450 Equipment Questionnaire
- 00500 Agreement
- 00510 Notice of Award
- 00550 Notice to Proceed
- 00560 Certificate of Liability Insurance
- 00562 Certificate of Property Insurance
- 00610 Performance Bond
- 00615 Payment Bond
- 00620 Application for Payment
- 00625 Certificate of Substantial Completion
- 00700 Standard General Conditions of the Construction Contract
- 00800 Supplementary Conditions
- 00800A Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative as Set Forth in the Owner/Engineer Agreement
- 00940 Work Change Directive Form
- 00941 Change Order Form
- 00942 Field Order Form

Technical Specifications

Division 1 - General Requirements

- 01015 Project Requirements
- 01025 Measurement and Payment
- 01070 Abbreviations of Terms and Organizations
- 01300 Submittals Procedures
- 01310 Construction Progress Schedule

- 01320 Construction Progress Documentation
- 01380 Construction Photographs
- 01400 Quality Control
- 01450 Structural Tests and Special Inspections
- 01500 Temporary Facilities
- 01610 General Equipment Stipulations
- 01611 Meteorological and Seismic Design Criteria
- 01612 Product Delivery Requirements
- 01614 Product Storage and Handling Requirements
- 01615 Equipment and Valve Identification
- 01620 Equipment Schedule
- 01630 Pipeline Schedule
- 01650 Startup Requirements

Division 2 - Sitework

- 02050 Demolition
- 02675 Cleaning and Disinfection of Water Pipelines
- 02704 Pipeline Pressure and Leakage Testing

Division 3 - Concrete

- 03301 Miscellaneous Cast-in-Place Concrete
- 03600 Grouting

Division 5 - Metals

- 05550 Anchorage In Concrete and Masonry
- 05590 Structural and Miscellaneous Metals

Division 7 - Thermal and Moisture Protection

- 07200 Thermal Insulation
- 07840 Firestopping
- 07900 Caulking

Division 8 - Doors and Windows

- 08110 Steel Doors and Frames
- 08520 Aluminum Windows
- 08700 Hardware
- 08800 Glass Glazing

Division 9 - Finishes

- 09250 Gypsum Board
- 09880 Corrosion Protection Lining Systems
- 09920 Architectural Painting
- 09940 Painting

Division 10 - Specialties

- 10200 Louvers and Vents

Division 11 - Equipment

- 11060 Equipment Installation
- 11185 Submersible Sump and Sewage Pumps
- 11727 Liquid Chemical Feed Systems

Division 13 - Special Construction

- Various Instruments and Controls for Sodium Hypochlorite System
- 13190 Fiberglass Reinforced Plastic Chemical Storage Tanks
- 13199 Chemical Storage Tank Installation

Division 15 - Mechanical

- Various Piping for Sodium Hypochlorite System
- Various Valves for Sodium Hypochlorite System
- 15010 Valve Installation
- 15050 Basic Mechanical Building Systems Materials and Methods
- 15062 Steel Pipe
- 15101 AWWA Butterfly Valves
- 15180 Valve and Gate Actuators
- 15500 Heating, Ventilating, and Air Conditioning

Division 16 - Electrical

- 16050 Electrical
- 16100 Electrical Equipment Installation
- 16220 General Purpose Induction Motors
- 16480 600 Volt Class Motor Control Centers
- 16491 Bypass-Isolation Automatic Transfer Switch

Drawings

- 1 Cover Sheet
- 2 General Notes, Abbreviations, Sheet List
- 3 General Legend and Symbols
- 4 Architectural - Plans and Elevations
- 5 Architectural - Sections and Details
- 6 Architectural - Schedules and Elevations
- 7 Architectural - Door and Window Details
- 8 Structural - Equipment Pad, Pipe Supports, Coring
- 9 Structural - Demolition of Chlorine Room Interior Wall
- 10 Structural - Containment Wall, Sealing Floor Penetrations
- 11 Mechanical - Demolition Plans and Details
- 12 Mechanical - Valve and Piping Plans
- 13 Mechanical - Valve and Piping Sections
- 14 Mechanical - Valve and Piping Details
- 15 Mechanical - Transfer Pump
- 16 Mechanical - Sodium Hypochlorite System Plan
- 17 Mechanical - Sodium Hypochlorite System Sections and Details
- 18 HVAC - Legend and Abbreviations
- 19 HVAC - Plans and Details
- 20 HVAC - Details, Schedules, Sequence of Operations
- 21 HVAC - Ventilation for Sodium Hypochlorite Tanks
- 22 I&C - Legend, Abbreviations, and General Requirements
- 23 I&C - P&ID of Sodium Hypochlorite System, Tank 1
- 24 I&C - P&ID of Sodium Hypochlorite System, Tank 2
- 25 I&C - P&ID of Sodium Hypochlorite System, Metering Pumps
- 26 Electrical - Legend, Abbreviations, and General Requirements
- 27 Electrical - Site Plan
- 28 Electrical - One-Line Diagram
- 29 Electrical - One-Line Diagram
- 30 Electrical - One-Line Diagram

- 31 Electrical - Instrumentation One-Line Diagram
- 32 Electrical - Schematics
- 33 Electrical - Upper Floor Power and Lighting Plan
- 34 Electrical - Main Floor Power and Lighting Plan
- 35 Electrical - Basement Floor Power and Lighting Plan
- 36 Electrical - Sedimentation Power and Lighting Plan
- 37 Electrical - Lighting Panel and Schedules
- 38 Electrical - Details

Task 320 - Filter Valve and Actuators and Backwash Piping Replacement

Opinion of Probable Construction Cost

Technical Specifications

Listed Under Task 310

Drawings

Listed Under Task 310

Task 330 - Sedimentation Basin Transfer Pump

Opinion of Probable Construction Cost

Technical Specifications

Listed Under Task 310

Drawings

Listed Under Task 310

Task 340 - Bulk Sodium Hypochlorite (Inside WTP)

Opinion of Probable Construction Cost

Technical Specifications

Listed Under Task 310

Drawings

Listed Under Task 310



Council Communication

City Council Meeting: May 21, 2013 Regular Meeting

Prepared: Jim Fernandez *JF*

Dept. Head Signature:

of Attachments: (1)

SUBJECT: Professional Services Agreement with Black & Veatch for the Engineering Design of Water Treatment Plant Improvements Design

Presenter: Utility Superintendent-James Fernandez

Recommended City Council Action: Approval of the Professional Services Agreement with Black & Veatch for the Engineering Design of Water Treatment Plant Improvements Design

Summary Statement: This engineering proposal is in response to a survey and inspection of the WTP conducted in 2011 by the Colorado Department of Public Health and Environment.

Expenditure Required: \$91,900

Source of Funds: Water Department Reserve

Policy Issue: N/A

Alternative: N/A

Background Information: This engineering proposal is in response to a survey and inspection of the WTP conducted in 2011 by the Colorado Department of Public Health and Environment. That inspection pointed out the need for the City to upgrade the WTP facility to include (1) refurbished or abandon the standing water tank, (2) modify and upgrade the chlorine disinfection system, (3) construct new filter backwash tank system, (4) replace existing filter bed backwash valves and actuators and WTP inlet and drain valves, and (5) design new residuals storage pond.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 201__, by and between the CITY OF TRINIDAD, a Colorado home rule municipality whose address is 135 North Animas Street, Trinidad, Colorado (the "City"), and Black & Veatch, a Colorado Company whose principal business address is 6300 S. Syracuse Way, Suite 300, Centennial, CO 80111 ("Contractor").

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

WHEREAS, Contractor desires to provide services to the City.

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

1. SERVICES; DELIVERABLES.

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

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

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

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

2. COMPENSATION; PAYMENT.

a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed Ninety-one thousand nine hundred Dollars (**\$91,900**); provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

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

i. A physical condition of the site of an unusual nature;

ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract; or

iii. As a result of any force majeure.

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

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

3. PERFORMANCE.

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

b. Licenses and Permits.

i. Licenses. Contractor and each subcontractor shall be responsible to obtain all licenses required for the Services, including a City and/or County Contractor's license, if required. Contractor shall pay any and all City and/or County license fees.

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

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

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

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

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

4. TERM AND TERMINATION.

a. Term. The Term of this Agreement shall be from the date of the Notice to Proceed for a period of 120 calendar days and shall be completed to the City's satisfaction unless the Term is unless extended by written agreement of the parties.

b. Termination.

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

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

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

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

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

7. INSURANCE.

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

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

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

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

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

e. Terms of Insurance.

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

ii. No "Pollution Exclusion."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S REMEDIES FOR BREACH.

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

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

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

If to the City:

Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082

If to Contractor:

Kevin J. Meador, Project Engineer
Black & Veatch
6300 S. Syracuse Way, Suite 300
Centennial, CO 80111

13. GENERAL PROVISIONS.

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

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

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

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

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

f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

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

shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

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

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

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

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

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

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

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

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

EXHIBIT A – SERVICES (Scope of Work)

Attached and includes the following:

GPS Deliverables

At a minimum, GPS data deliverables shall include the following:

- Original rover files, unless otherwise specified.
- Base station correction files, unless otherwise specified.
- Differentially corrected GPS files, if requested.
- Copies of field data collection notes.
- Completed documentation sheet for each collection event

GIS Deliverables

GIS deliverables shall include the following:

- Geospatial dataset [generated from GPS data] in Environmental Systems Research Institute, Inc.'s ("ESRI") shapefile format, including a projection file. In this regard, point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles and area features shall be generated as polygon shapefiles.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the method used to generate the derived geospatial data.

**EXHIBIT A
SCOPE OF SERVICES**

ENGINEERING SERVICES AGREEMENT

**Between
City of Trinidad ("City")
And
Black & Veatch Corporation ("Contractor")**

Project Description

The City is proposing a number of improvements to the existing WTP that include in order of priority:

- Replace a number of aging filter valves and valve actuators in the pipe gallery.
- Relocate and upgrade the chlorine disinfection facilities.
- Rehabilitate or replace the existing filter backwash water supply system.
- Construct additional residuals pond capacity.

Note that the document titled Sanitary Survey of the City of Trinidad, dated October 17, 2011, as prepared by the Colorado Department of Public Health and Environment (CDPHE), has suggested that the City consider the installation of (1) a new filter-to-waste system and (2) mechanical sludge removal in the sedimentation basins. Although, the City has considered these suggested WTP modifications, the cost benefits are not favorable, given that the existing raw source water is reliably high quality throughout the year. Therefore, further consideration of these proposed improvements are not included in the scope of services described herein.

A. Scope of Services

The following tasks and associated engineering services have been discussed and finalized recently with the City. The listing provided herein outlines how Black & Veatch proposes to develop and produce the Conceptual Design and CIP.

All cost estimating to be performed will be in accordance with a Class 4 facility planning cost estimate as defined by the Association for the Advancement of Cost Estimating.

Management Tasks

Task 110 – Project Management

The following administrative tasks will be performed over the duration of the project:

Activities

- Conduct bi-weekly progress meetings and schedule updates via telephone.
- Prepare monthly invoicing and budget status.

Deliverables

- Monthly invoices.

Task 120 – Site Visits and Meetings

Site visits are proposed to provide opportunities for the Engineer to visit the WTP. The following site visit is anticipated:

1. *Project Kick-off Meeting and WTP Site Tour.* Engineer's key project team members will conduct a meeting with the City at the WTP to discuss project scope in detail, confirm the project objectives and develop an initial document and information needs list. Project team will tour the WTP site to gather information, take pictures, perform cursory condition assessments, and identify locations for proposed new facilities. Engineer will develop meeting minutes, including a list of requested information and data to be provided by the City.

Engineering Tasks

Task 210 – Chlorine Storage and Feed Facility

Understanding the existing chlorine room is non-compliant with CDPHE requirements, Black & Veatch proposes to develop and evaluate the following chlorine storage and feed facility concept:

- Construct new enclosed structure to house the existing chlorine gas bulk delivery, storage, and feed equipment.

Activities

- Perform a comprehensive regulatory and building code review. Verify regulatory requirements as to whether or not emergency chlorine gas scrubber equipment will be required.
- Establish the design criteria for treated water flow rates and associated chemical dosage.
- If it is determined emergency chlorine gas scrubbing will be required, establish design criteria for scrubbing equipment type and capacity.
- Size the building to accommodate future sodium hypochlorite.
- Obtain budgetary equipment costs from manufacturers.
- Establish review requirements with the Colorado Department of Public Health and Environment (CDPHE).
- Prepare a cost estimate, including contingency for each proposed alternative.
- Prepare an opinion of cost for 25-year present worth, life cycle, operation and maintenance (O&M) cost.
- Prepare a draft technical memorandum (TM) that includes the following information:

- Summary descriptions and preliminary drawings.
- Tabular presentation of OPCC and present worth O&M cost.
- Listing of advantages and disadvantages.
- Recommended action based on best value to the City.
- Submit the TM to the City for review and comment.
- Respond to the City's review comments and revise the TM as appropriate.

Deliverables

- Electronic copy of draft and final TMs.

Information and Assistance Provided By City

- Consolidated, written review comments on the draft TM.

Task 220 – Filter Backwash Water Supply

Black & Veatch proposes to develop and evaluate the following three alternative concepts for providing backwash water supply in the future:

1. *Construct New, At Grade, Circular, Steel Tanks (2) and Backwash Pump Station.* During the construction period, the existing elevated steel tank and backwash system will remain in-service. After the new system is put into service, the existing steel tank will be demolished or abandoned.
2. *Construct New, At Grade, Circular, Prestressed Concrete Tanks (2) and Backwash Pump Station.* During the construction period, the existing elevated steel tank and backwash system will remain in-service. After the new system is put into service, the existing steel tank will be demolished or abandoned.
3. *Construct New, At Grade, Rectangular, Two Cell, Cast-in-Place Concrete Tank and Backwash Pump Station.* During the construction period, the existing elevated steel tank and backwash system will remain in service. After the new system is put into service, the existing steel tank will be demolished or abandoned.

Alternatives 1, 2, and 3 Activities

- Establish the design optimum backwash water storage and pumping capacity required for the new filter backwash system.
- Develop a conceptual tank layout, site, piping, and process flow diagrams for each proposed alternative.
- Prepared a cost estimate, including contingency for each proposed alternative.
- Prepare an opinion of cost for 25-year, present worth, life-cycle, O&M cost for each proposed alternative.
- Consider water pressure requirements to the adjacent caretaker's house.

Evaluation and Recommendation

- Prepare a draft TM that includes the following information for each of the three alternatives:
 - Summary descriptions and preliminary drawings.
 - Tabular presentation of OPCC and present worth O&M cost.
 - Listing of advantages and disadvantages.
 - Recommended alternative based on best value to the City.
- Submit the TM to the City for review and comment.
- Respond to the City's review comments and revise the TM as appropriate.

Deliverables

- Electronic copies of draft and final TMs.

Information and Assistance Provided By City

- Consolidated, written review comments for the draft TM.

Task 230 – Replace Existing Filter Valves and Actuators

The existing valves and actuators to be replaced include those for service on the filtered water effluent, master backwash, individual filter backwash, filter drain, and filter influent piping.

Activities

- Identify and document in detail each valve and/or actuator that the City would like to replace and note its condition and operational issues.
- For each valve to be replaced, identify viable replacement alternatives. Electric valves will be considered to replace the hydraulic valves.
- Prepared a cost estimate, including contingency for each replacement alternative.
- Develop a phased and prioritized valve replacement plan for one main backwash valve, three drain valves, three influent valves, and three effluent valves.
- Prepare a draft TM summarizing the valve replacement alternatives and recommending the alternatives that will provide the best value.
- Address City review comments on draft TM.
- As an optional service, B&V will provide construction phase services to the City to include preparation of bid documents, bid advertising, addressing questions during bidding, addenda preparation (if necessary), bid reviews, and a recommendation for bid award. B&V will assist the City in reviewing valve submittals and in construction administration during construction. The cost of this service will be negotiated prior to preparation of the bidding documents.

Deliverables

- Electronic copy of draft and final TM.

Information and Assistance Provided By City

- Consolidated, written review comments on the draft TM.

Task 240 – Conceptually Design Additional Residuals Storage Pond Capacity

A new residuals storage pond is proposed to supplement the existing pond and provide redundant storage capacity. This will allow the two ponds to be cycled such that one pond is always in-service and the other is out-of-service for drying and cleaning.

Activities

- Establish the optimum design storage capacity for the new pond.
- Develop a conceptual pond plan and profile. The City will furnish the site topography map of the pond area. B&V will establish the site limits for the topo survey.
- Prepare a cost estimate, including contingency, for the construction of the new pond.

Task 250 – Capital Improvements Plan for Recommended WTP Improvements

The capital improvements plan document will summarize the conceptual design phase of the work and the resulting recommended improvements. In addition, the improvements will be prioritized for implementation necessity and the City budget constraints. It is intended to perform the WTP valve replacements in 2013 if possible.

Activities

- Obtain from the City, documentation outlining the City's annual capital expenditures budget for WTP improvements
- Based on annual capital expenditures budget for WTP improvements and OPCCs for each of the recommended improvements develop a draft CIP for the recommended WTP improvements and submit to the City for review and comment.
- Address City review comments on draft CIP plan.
- Produce a WTP Improvement Implementation Plan document comprised of the following:
 - Applicable information from TMs describing each of the recommended improvements.
 - Tabular presentation of OPCC and present worth O&M cost for each of the recommended improvements.
 - Overall WTP improvements schedule and associated CIP.

Deliverables

- Electronic copy of draft and final TM.

Information and Assistance Provided By City

- Consolidated, written review comments on the draft TM

B. **Commencement Date:** Notice to Proceed

C. **Estimated Completion Date:** 140 Calendar Days from Notice to Proceed

EXHIBIT B

[USE THIS FORM ONLY IF CONTRACTOR IS AN INDIVIDUAL WITHOUT EMPLOYEES; OTHERWISE, DELETE]

AFFIDAVIT PURSUANT TO C.R.S. § 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that Colorado state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503, and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY

Valid forms of identification:

---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit

---current Colorado identification card

---U.S. military card or dependent identification card

---U.S. Coast Guard merchant mariner card

---Native American tribal document

BUILDING A WORLD OF DIFFERENCE

7 February 2014

CITY OF TRINIDAD WATER TREATMENT PLANT IMPROVEMENTS



FINDINGS & RECOMMENDATION

KEVIN MEADOR

PROJECT MANAGER
BLACK & VEATCH WATER DIVISION



BLACK & VEATCH
Building a world of difference.

PROPOSED IMPROVEMENTS TO THE WTP

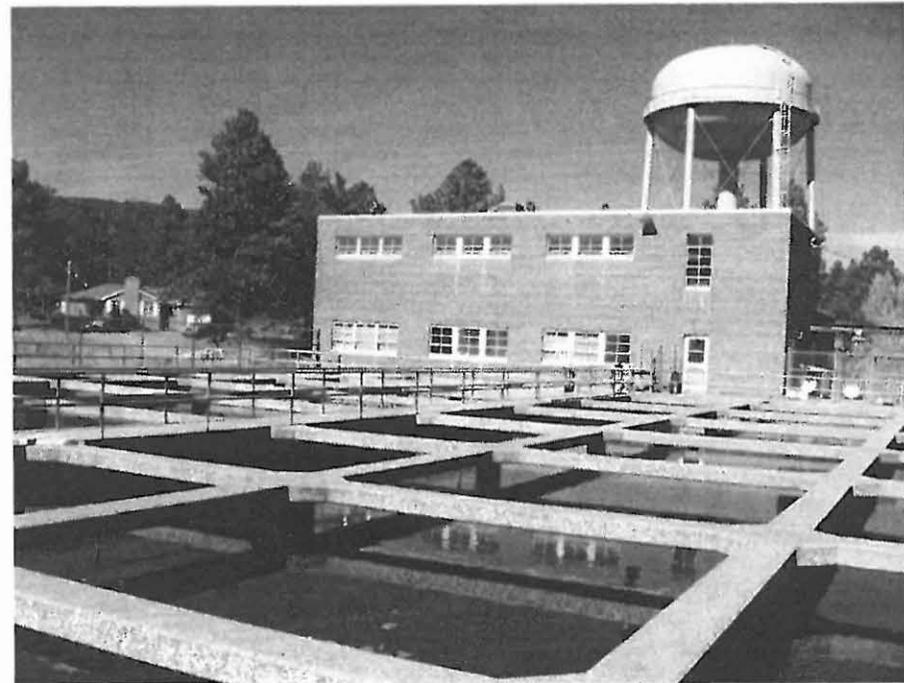
- Replace filter valves and actuators
- Upgrade chlorine disinfection facilities
- Replace existing filter backwash supply system
- Increase residual pond capacity



Upgrades are being driven by aging facilities, reliability needs, and regulatory requirements.

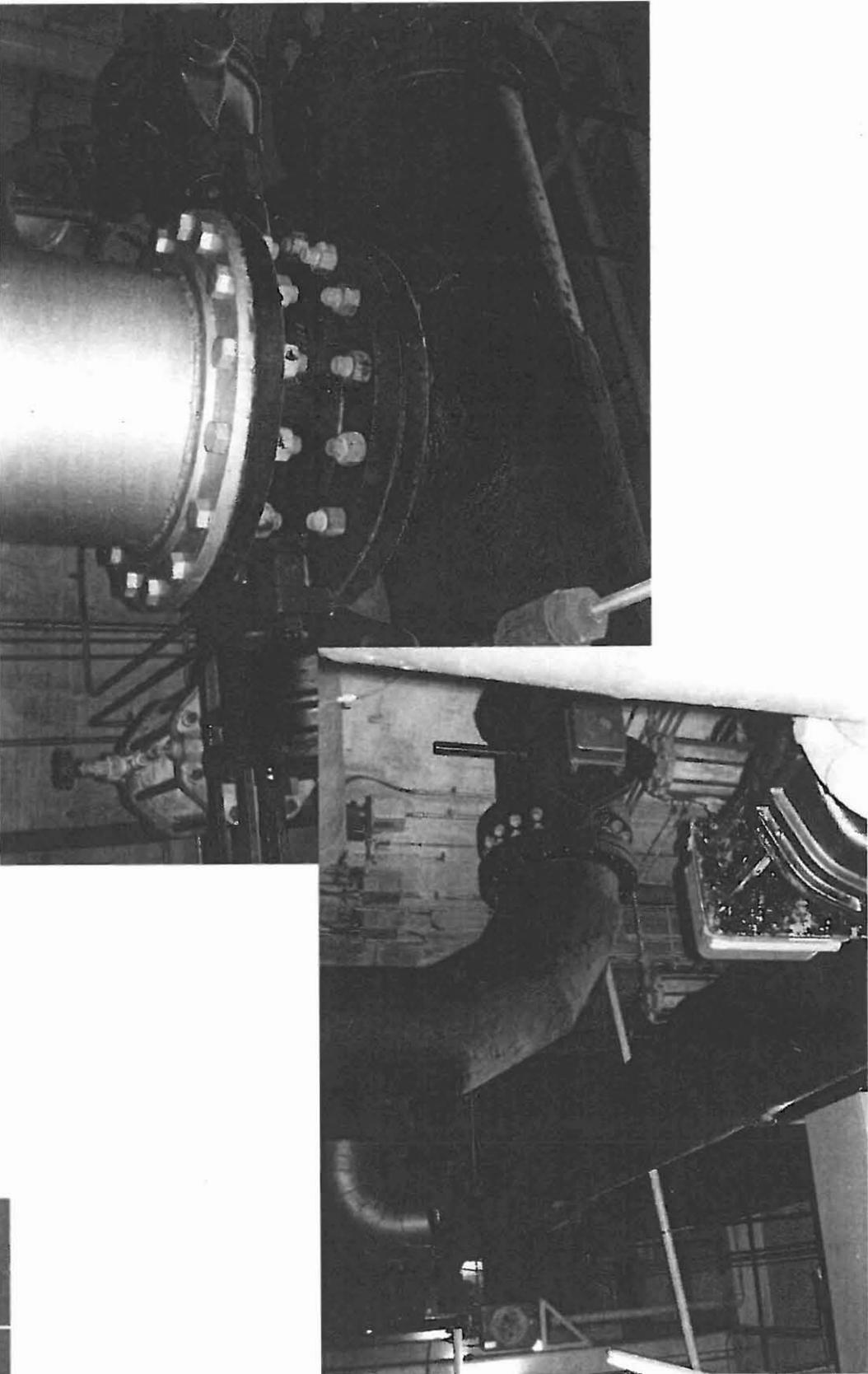
SCOPE OF SERVICES

- Step 1 - Identify Facility Needs
- Step 2 - Estimate Costs
- Step 3 - Develop CIP



This study identified WTP needs and established costs for implementation.

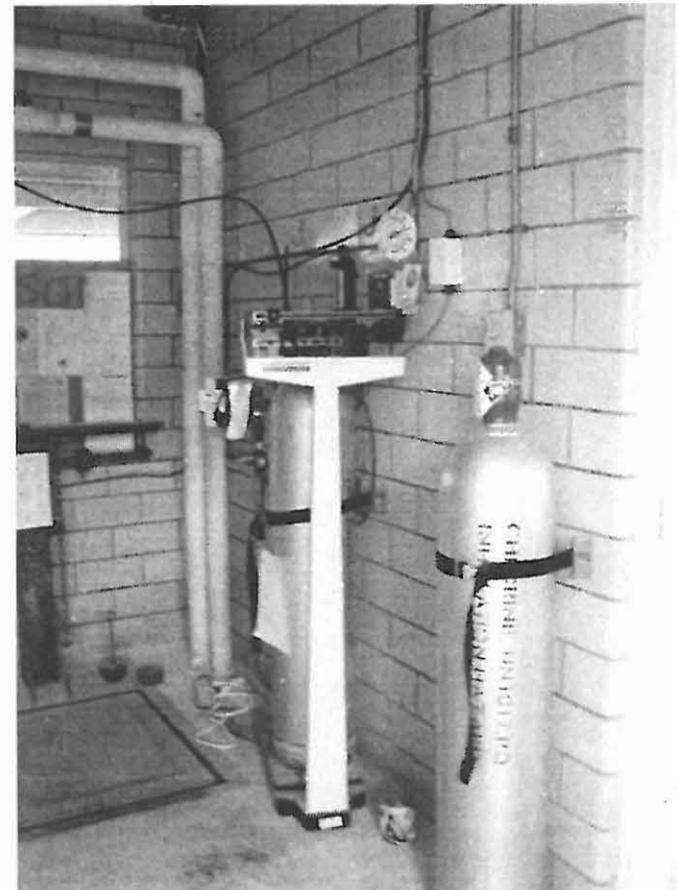
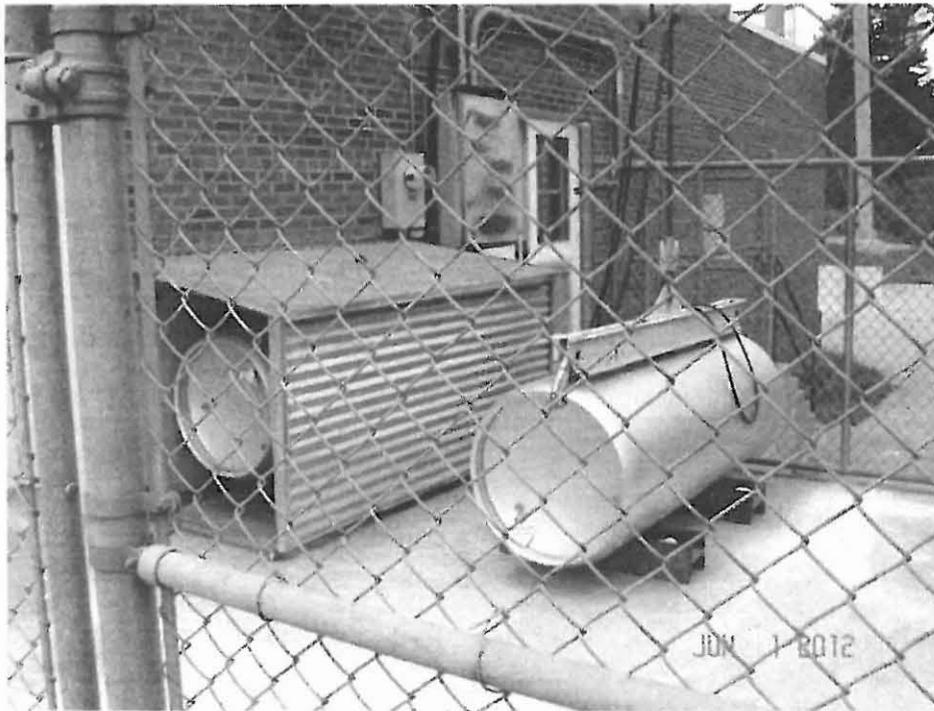
PRIORITY 1 – REPLACE FILTER VALVES



Filter valve control is vital to WTP operations.



PRIORITY 2 – CHLORINE STORAGE AND FEED FACILITIES



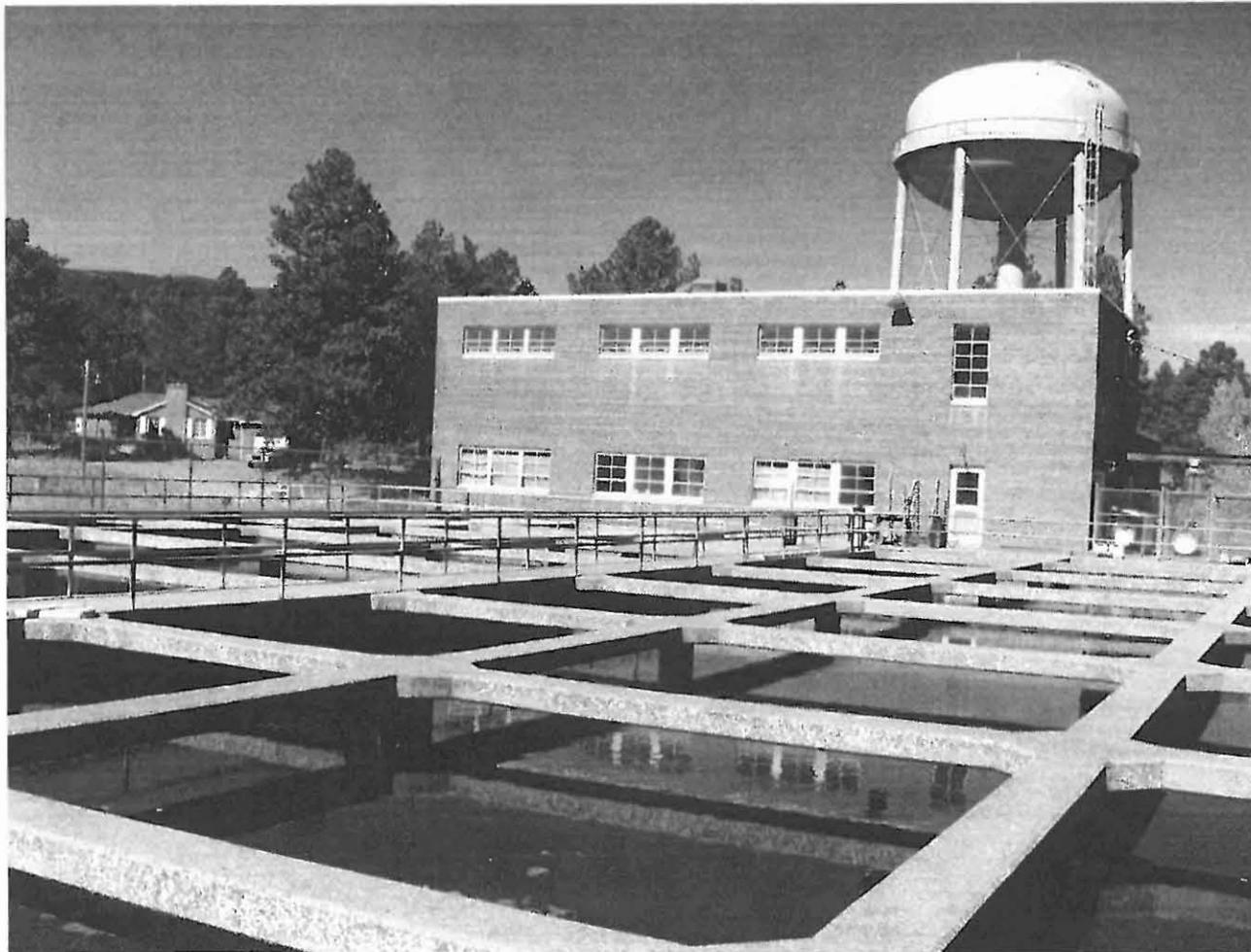
PRIORITY 2



Chlorine facility upgrades will meet regulatory and safety requirements.



PRIORITY 3 – FILTER BACKWASH SUPPLY



Backwash supply improvements are needed to upgrade aging elevated tank.

PRIORITY 4 – RESIDUAL STORAGE POND CAPACITY



Additional residual pond capacity will improve operational flexibility.

BASIS OF EVALUATIONS/ASSUMPTIONS

- **No plans to expand the WTP capacity.**
- **Recommendations are weighted towards selecting the lowest cost alternative.**
- **Construction will be phased – electrical improvements needed first.**
- **Improvements will meet CDPHE design criteria.**

Recommendations are based on meeting regulatory requirements and minimizing capital costs.

RECOMMENDATIONS

- Base electrical modifications are needed to meet NEC and provide for process improvements.
 - Increase electrical service size to accommodate improvements and meet code.
 - Construct a new electrical room on the upper floor of the WTP Building.
 - Consider upgrade to generator.

Recommendations are based on meeting regulatory requirements and minimizing capital costs.



RECOMMENDATIONS

- Replace filter valves and install electric actuators – upsize valve and pipe size to meet CDPHE Criteria
- Replace the existing equipment with bulk sodium hypochlorite storage and feed equipment.
- Replace the existing elevated storage tank with a new elevated steel tank upsized to meet CHPHE criteria.
- Construct a new pond and divide the existing pond into two cells to improve operations flexibility.

Recommendations are based on meeting regulatory requirements and minimizing capital costs.

CAPITAL IMPROVEMENTS PLAN (CIP)

CAPITAL IMPROVEMENTS PLAN (CIP)

Project	YEAR					
	2013	2014	2015	2016	2017	
RFQ for Contractors		Valve Construction	Elevated Storage	Sludge Pond Additions		
Base Electrical Design		Chlorine System	Replacement			
Backwash Valve Spec						
Sed Basin Pump Design						
Engineering	\$117,400	\$147,300	\$184,500	\$280,800		
City Administration		\$324,100	\$239,800	\$397,300		
Construction	\$50,000	\$1,366,800	\$971,400	\$1,454,400		
TOTAL COST	\$167,400	\$1,838,200	\$1,395,700	\$2,132,500	\$0	\$5,533,800

Improvements are phases over 3 - 4 years.



Building a **World** of difference.®

Toggether



BLACK & VEATCH



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

8

CITY COUNCIL MEETING: February 7, 2014
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 2

SUBJECT: Consideration of an ordinance for the regulation of medical marijuana

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider specific language for the local regulation of medical marijuana

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: This ordinance would carry out the will of the people of the State of Colorado through the approval of Amendment 20 in 2000

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is the most recent draft after revision from the February 1st special work session.
- Also included is Denver's code language regarding signage and advertising, should Council wish to strengthen our ordinance.

8



CITY OF TRINIDAD, COLORADO

ORDINANCE NO. _____

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

WHEREAS, on November 7, 2000, the voters of the State of Colorado approved Amendment 20. Amendment 20 added Section 14 of Article 18 to the Colorado Constitution, and created a limited exception from criminal liability under Colorado law (as opposed to federal law) for seriously ill persons who are in need of marijuana for specified medical purposes and who obtain and use medical marijuana under the limited circumstances described in Amendment 20; and

WHEREAS, the intent of Amendment 20 was to enable those persons enumerated in the amendment to legally obtain, possess, cultivate, grow, use, and distribute marijuana without fear of criminal prosecution under Colorado (as opposed to federal) law; and

WHEREAS, the Colorado legislature passed and the governor signed into law HB10-1284, entitled "*AN ACT CONCERNING THE REGULATION OF MEDICAL MARIJUANA, AND MAKING AN APPROPRIATION THEREFOR*". HB10-1284 adopted the "Colorado Medical Marijuana Code", which became effective July 1, 2010; and

WHEREAS, the Colorado legislature passed and the governor signed into law HB11-1043, entitled "*AN ACT CONCERNING MEDICAL MARIJUANA, AND MAKING AN APPROPRIATION THEREFOR*". HB11-1043 amended the "Colorado Medical Marijuana Code", which became effective July 1, 2011; and

WHEREAS, the Colorado Medical Marijuana Code clarifies Colorado law regarding the scope and extent of Amendment 20, and specifically provides that Amendment 20 does not apply to licenses issued pursuant to the Colorado Medical Marijuana Code, except as specifically provided in the Colorado Medical Marijuana Code; and

WHEREAS, the Colorado Medical Marijuana Code establishes a new procedure for the dual licensing by the state licensing authority and the local licensing authority of the retail sale, distribution, cultivation, and dispensing of medical marijuana; and

WHEREAS, the Colorado Medical Marijuana Code recognizes the power of a municipality to adopt and enforce its own rules and regulations for the licensing of medical marijuana facilities within its jurisdiction. Specifically, the Colorado medical marijuana code authorizes municipalities to: (1) Prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused product manufacturing facilities within the municipality; (2) Adopt an ordinance containing specific standards for the issuance of

local licenses; (3) Adopt additional local standards for the issuance of licenses, including, but not limited to, distance restrictions between premises for which licenses are issued; reasonable restrictions on the size of an applicant's licensed premises; and any other local requirement necessary to ensure the control of the premises and the ease of enforcement of the terms and conditions of the license; (4) Impose additional requirements necessary for the approval of applications under the Colorado Medical Marijuana Code; (5) Enact ordinances or resolutions concerning matters authorized to local governments; (6) Enact reasonable regulations or other restrictions applicable to licenses based on local government zoning, health, safety and public welfare laws for the distribution of medical marijuana that are more restrictive than the Colorado Medical Marijuana Code; (7) Impose reasonable restrictions upon a local license; and (8) Establish an application fee for a local license; and

WHEREAS, the presence of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused product manufacturing facilities within the City's corporate should be limited in number, and carefully district in order to protect, defend and preserve the economic vitality of the City; and

WHEREAS, the City Council hereby finds, determines, and declares that to the extent the requirements of this chapter differ from the requirements of the Colorado Medical Marijuana Code, the requirements of this chapter are more restrictive than the Colorado Medical Marijuana Code; and

WHEREAS, this chapter is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort, and convenience of the City and the inhabitants thereof.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that Article 12, Chapter 14, is hereby repealed and re-enacted in its entirety as follows:

CHAPTER 14

ARTICLE 12. MARIJUANA LICENSING AUTHORITY

14-201. Definitions.

As used in this ordinance, the following words shall have the following meanings, unless the context clearly requires otherwise. In addition, the other defined terms in Amendment 20 are incorporated herein by reference.

(a) *"Alcoholic beverage" means fermented malt beverage or malt, vinous, or spirituous liquors.*

(b) *"Amendment 20" means a voter-initiated amendment to the Colorado Constitution adopted November 7, 2000. Amendment 20 added Section 7 of Article 4 to the Colorado Constitution.*

(c) *"Applicant" means a person twenty-one (21) years of age or older who has submitted an application for a license pursuant to this ordinance.*

- (d) *“Application” means an application for a license submitted pursuant to this ordinance.*
- (e) *“City” means the City of Trinidad, Colorado.*
- (f) *“City Council” means the governing body of the City.*
- (g) *“Cultivation” means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant. Cultivation does not include the storing or watering of mature marijuana plants without the aid of grow lighting.*
- (h) *“Day” means a calendar day, unless otherwise indicated.*
- (i) *“Good cause” for the purposes of refusing or denying a license renewal, reinstatement, or initial license issuance means:*
- (1) *the licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this ordinance and any rule and regulation promulgated pursuant to this ordinance or any state law, rules or regulations;*
 - (2) *the licensee or applicant has failed to comply with any special terms or conditions placed on its license pursuant to an order of the local licensing authority or the state;*
 - (3) *the licensed premises have been operated in a manner that adversely affects the public health or welfare or the safety of the immediate neighborhood in which the establishment is located.*
- (j) *“License” means to grant a license or registration pursuant to this ordinance or state law.*
- (k) *“Licensed Premises” means the premises specified in an application for a license under this article, which are owned or in possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, or sell medical marijuana in accordance with the provisions of this ordinance or state law.*
- (l) *“Licensee” means a person licensed or registered pursuant to this ordinance or state law.*
- (m) *“Local Licensing Authority” means the city council sitting as the medical marijuana licensing authority for the city.*
- (n) *“Location” means a particular parcel of land that may be identified by an address or other descriptive means.*
- (o) *“Medical Marijuana” means marijuana that is grown and sold pursuant to the provisions of this ordinance and state law and for a purpose authorized by Section 14 of Article XVIII of the state constitution.*

(p) *“Medical Marijuana Center” or “Center” means a person licensed pursuant to this ordinance or state law to operate a business that sells medical marijuana to registered patients or primary caregivers as defined in Section 14 of Article XVIII of the state constitution, but is not a primary caregiver.*

(q) *“Medical Marijuana-Infused Product” means a product infused with medical marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures.*

(r) *“Medical Marijuana-Infused Products Manufacturer” means a person licensed pursuant to this ordinance or state law to operate a business as described in Section 12-43.3-404.*

(s) *“Optional Premises” means the premises specified in an application for a medical marijuana center license with related growing facilities in Colorado for which the licensee is authorized to grow and cultivate marijuana for a purpose authorized by this ordinance or by the Colorado Medical Marijuana Code.*

(t) *“Optional Premises Cultivation Operation” means the premises specified in an application for a medical marijuana center license with related growing facilities in Colorado for which the licensee is authorized to grow and cultivate marijuana for a purpose authorized by Section 14 of Article XVIII of the state constitution.*

(u) *“Person” means a natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer or employee thereof.*

(v) *“Patient” has the meaning provided in Amendment 20.*

(w) *“Premises” means a distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.*

(x) *“Primary caregiver” means a person, other than the patient and the patient’s physician, who is eighteen years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition as defined by Colorado Constitution, Article XVIII, Section 14(1)(a).*

(y) *“School” means a public or private preschool or a public or private elementary, middle, junior high, high school, or junior college. “School” further means the location whereby regular and daily classes take place and where the same is the primary use of the building.*

(z) *“State Licensing Authority” means the authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution and sale of medical marijuana in this state, pursuant to C.R.S. Section 12-43.3-201*

14-202. License Required.

It is unlawful for any person to own or operate a medical marijuana business, as that term is defined in the ~~Trinidad Land Use Code, or Trinidad City Code~~ this ordinance, without first obtaining a license as provided in this article. The following three types of business operations as

defined in the Colorado Medical Marijuana Code C.R.S. 12-43.3-101 et seq. may be licensed hereunder: Medical marijuana centers and medical marijuana-infused products manufacturing and optional premises cultivation operation. **A maximum of five (5) total licenses may be issued within the corporate City limits of Trinidad; however, that number may be adjusted from time to time at the sole discretion of the Licensing Authority through an amendment to this ordinance.**

14-203. Application; term; fees.

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

- (a) A person seeking to obtain a license pursuant to this article shall submit an application to the City Clerk. The form of the application shall be provided by the City Clerk.
- (b) A license issued pursuant to this section does not eliminate the need for the licensee to obtain other required licenses and permits related to the operation of the medical marijuana business, including, without limitation, any development approval required by the land use code; a sales tax license; and a building, mechanical, plumbing, or electrical permit.
- (c) An application for a license under this article shall contain the following information:
 - (1) Completed state and local licensing authority application forms;
 - (2) A completed set of individual history forms, including a set of the fingerprints for the applicant and for any person owning ten percent or more of the medical marijuana business.
 - (3) The street address of the proposed medical marijuana business;
 - (4) If the applicant is not the owner of the proposed location of the medical marijuana business, a notarized statement from the owner of such property authorizing the submission of the application;
 - (5) An acknowledgement by the applicant that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the city of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the medical marijuana business; and that the application and documents submitted for other approvals relating to the medical marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.
 - (6) A complete and accurate list of all owners, officers, managers, and employees of the medical marijuana business and of all persons having a direct or indirect financial interest, and the nature of such interest in the medical marijuana business, including names and addresses for such persons.
 - (7) Plans and specifications for the interior of the building in which the medical marijuana business is located. If the building is not in existence, the applications shall file

a plot plan and detailed sketch for the interior and submit an architect's drawing of the building to be constructed.

(8) Evidence that the applicant is, or will be, entitled to possession of the premise for which the application is made under a lease, rental agreement, or other arranged for possession of the premises, or by virtue of ownership of the premises.

- (d) The applicant shall pay to the city a non-refundable application fee **of two thousand five hundred dollars (\$2,500.00)** when the application is filed. The purpose of the fee is to cover the administrative and other costs of processing the application. A separate license fee **of one thousand dollars (\$1,000.00)** shall be paid prior to the issuance of the local license. ~~These fees shall be initially set by resolution and each year hereafter they shall be reviewed and reset in the annual city fee resolution enacted as part of the annual budget process.~~

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

14-204. Public Notice and Public Hearing.

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

- (e) *If the building in which the medical marijuana is to be sold is in existence at the time of the application, any sign posted as required by this ordinance shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of application, the notice shall be posted at the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.*
- (f) *The Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.*
- (g) *For the public hearing held pursuant to this section, each party in interest shall have an opportunity to file remonstrances until 5:00 p.m. the day of the hearing to be presented to City Council for their consideration during the public hearing. At the public hearing held pursuant to this section, each party in interest that has filed an entry of appearance or a written request to participate in the hearing with the City Clerk by 10:00 a.m. the business day prior to the hearing shall be allowed to present evidence and to cross-examine witnesses except that the Local Licensing Authority may waive this entry of appearance requirement for good cause shown.*
- (h) *As used in this ordinance "Party in Interest" means any of the following:*
- (1) *The applicant;*
 - (2) *An adult resident of the neighborhood under consideration who does not represent a group identified in subparagraph 5 of this paragraph h;*
 - (3) *The owner or manager of a business located in the neighborhood under consideration;*
 - (4) *The principal or representative of a school or day care center located within the neighborhood and within one thousand five hundred (1,500) feet of the premises for which a medical marijuana dispensary license is under consideration;*
 - (5) *One representative of an organized neighborhood group that encompasses part or all of the neighborhood under consideration. The representative shall reside within the neighborhood group's geographic boundaries and shall be a member of the neighborhood group;*
 - (6) *A representative of a local law enforcement agency.*
- (i) *The Local Licensing Authority in its discretion may limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination.*
- (j) *All testimony given at the hearing shall be under oath or affirmation.*

14-205. Notice of decision; appeal of decision; finality.

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

14-206. Renewal fee.

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

(a) An application for renewal shall be made to the city clerk not less than forty-five days prior to the date of expiration and shall be accompanied by ~~an application~~ **the license fee identified in Section 14-203(d).** ~~fee in an amount to be initially set by resolution and each year hereafter they shall be reviewed and reset in the annual city fee resolution enacted as part of the annual budget process. A licensing renewal fee shall also be collected in an amount to be initially set by resolution and each year hereafter they shall be reviewed and reset in the annual city fee resolution enacted as part of the annual budget process.~~ The city clerk will accept late applications not more than ninety days after the date of expiration upon a payment of a five hundred dollars late application fee which shall be in addition to the renewal fee. The city clerk shall not in any circumstances accept renewal applications more than ninety days after the date of expiration.

~~(b) The license shall be renewed by the City Clerk unless it appears to the city clerk that grounds exist to deny the renewal application, in which case the city clerk shall refer the application to the city council for review at a public hearing. The City Clerk shall rely on Section 14-207 in determining whether to renew a license. The city clerk shall refer the renewal application for public hearings only if the licensee has had complaints filed against it, the licensee has a history of violations, or there are allegations against the licensee that would constitute good cause for denial of a license as defined in the Colorado Medical Marijuana Code. The City Council shall rely on Section 14-207 in determining whether to renew a license.~~

FROM THE CITY'S ALCOHOL BEVERAGE ORDINANCE:

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

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

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

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

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

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

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

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

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

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

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

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

14-207. Investigation of applicant, *applicant's employees and those with an ownership interest.*

Upon receipt of an application for a license under this article, the city clerk shall transmit copies of the application to the police department, ~~the city manager~~, the fire department, the planning and building department, and any other person or agency who the city clerk determines should participate in the review of the application. The city or any of its departments or officials may visit and inspect the plant or property in which the applicant proposes to conduct business and investigate the fitness to conduct such business of any person, or the officers and directors of any corporation, or the partners of any partnership applying for a license.

In investigating the fitness of the applicant, *the applicant's employees and those with an ownership interest*, the city may obtain criminal history record information furnished by a criminal justice agencies subject to any restrictions imposed by such agency. In the event the city takes into consideration information concerning the applicant's criminal history record, the city shall also consider any information provided by the applicant regarding such criminal history record, including, but not limited to, evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a license.

Not less than five days prior to the date of the public hearing on a license application or, in the event of an application for which no public hearing is scheduled, not less than five days prior to the decision to approve or deny an application, the city clerk shall make known the findings of the investigation in writing to the applicant and other parties of interest.

~~14-208. Public hearings; notice; publication.~~

~~(a) — Public hearings before the city council or a hearings officer appointed by the city council shall be required for the following types of applications and determinations:~~

~~(1) — Applications for a medical marijuana center license or for the relocation of such license, shall be reviewed by the city council;~~

~~(2) — Renewal applications when the city clerk determines grounds exist for denial per Section 14-203(b) of this article shall be reviewed by the city council;~~

~~(3) — Suspensions or revocations of any license, shall be heard by the city council.~~

~~(b) — The following types of licenses may be approved by the City Clerk:~~

~~(1) — All renewal applications, unless the City Clerk determines grounds exist for denial per Section 14-203(b) of this article;~~

~~(c) — In the event an application is scheduled for a public hearing the city clerk shall post and publish public notice thereof not less than ten days prior to the hearing.~~

~~(1) — Public notice given by posting shall include a sign of suitable material, not less than twenty two inches wide and twenty six inches high, composed of letters not less than one inch in height and stating the type of license applied for, the~~

~~nature of the hearing, the date of the application, the date of the hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. In the case of a new license application, the sign shall contain the names and addresses of the officers, directors, or manager of the facility to be licensed. The sign shall be placed on the subject premises in a location that is conspicuous and plainly visible to the general public.~~

~~(2) — Public notice given by publication shall contain the same information as that required for signs.~~

14-208. Persons prohibited as licensees.

- (a) No license provided by this article shall be issued to or held by:
- (1) Any person whose criminal history indicates the person is not of good moral character;
 - (2) Any corporation, any of whose officers, directors, or stockholders whose criminal histories indicate such person is not of good moral character;
 - (3) Any partnership, association, or company, any of whose officers, or any of whose members whose criminal histories indicate such person is not of good moral character;
 - (4) Any person employing, assisted by, or financed in whole or in part by any other person whose criminal history indicates such person is not of good moral character, or who is not a resident of Colorado.
 - (5) Any cooperative association, any of whose officers, directors, or stockholders or members whose criminal histories indicate that such person is not of good moral character.
 - (6) A licensed physician making patient recommendations;
 - (7) A person under twenty-one years of age;
 - (8) A person licensed pursuant to this article who, during a period of licensure, or who, at the time of application, has failed to:
 - (A) Provide surety bond or file any tax return with a taxing agency,
 - (B) Pay any taxes interest, or penalties due,
 - (C) Pay any judgments due to a government agency,
 - (D) Stay out of default on a government issued student loan,
 - (E) Pay child support, or
 - (F) Remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgments owed to a government agency; or an outstanding delinquency for child support;
 - (9) A person who has discharged a sentence in the five years immediately preceding the application date for a conviction of a felony or a person who at any time has been convicted of a felony pursuant to any state or federal law regarding the possession, distribution or use of a controlled substance;
 - (10) A person who employs another person at a medical marijuana facility who has not passed a criminal history record check;

- (11) A sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee of the state licensing authority or a local licensing authority;
- (12) A person whose authority to be a primary caregiver as defined in C.R.S. § 25-1.5-106(2) has been revoked by the state health agency;
- (13) A person for a license for a location that is currently licensed as a retail food establishment or wholesale food establishment; or
- (14) A person who has not been a resident of Colorado for at least two years prior to the date of the person's application.

(b) In making a determination as to good moral character or when considering the conviction of a crime, the City Council shall be governed by the provisions of C.R.S. § 24-5-101.

14-209. Issuance or denial of license.

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

- (1) Whether the application is complete and signed by the applicant;
- (2) Whether the applicant has paid the application fee;
- (3) Whether the application complies with all the requirements of this article;
- (4) Whether the application contains any material misrepresentations;
- (5) Whether the proposed medical marijuana business complies with applicable zoning regulations. The city council shall make specific findings of fact with respect to whether the building in which the proposed medical marijuana business will be located conforms to the ~~distance requirements set forth in the~~ Trinidad City Codes, including the zoning code and all International Codes adopted by the City;
- (6) The facts and evidence adduced as a result of its investigation;
- (7) Any other facts pertinent to the type of license for which application has been made, including the number, type and availability of medical marijuana outlets located in or near the premises under consideration; and
- (8) In the case of an application for a second license, after considering the effect on competition of granting or denying the additional license, that the issuance of a second license will not have the effect of restraining competition.

(b) The City Council shall deny the license application if the application fails for good cause as defined in C.R.S. § 12-43.3-104(1).

(c) The City Council may impose reasonable conditions upon any license issued pursuant to this article.

(d) Reserved.

(e) Within thirty days after the public hearing or completion of the application investigation, the city shall issue its decision approving or denying the application. The decision shall be in writing, shall state the reasons for the decision, and a copy of the

decision shall be mailed by certified mail to the applicant at the address shown on the application.

(f) The City shall not issue a license until the building in which the business to be conducted is ready for occupancy and has been inspected for compliance with the architect's drawing and the plot plan and detailed sketch for the interior of the building submitted with the application.

(g) After approval, the city shall notify the state licensing authority of such approval.

14-210. Contents and display of license.

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

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

14-211. Transfer/termination.

A license holder wishing to transfer ownership of the medical marijuana business shall apply for such a transfer on forms prepared and furnished by the state licensing authority, **accompanied by a transfer application fee of one thousand five hundred dollars (\$1,500.00) and license fee of one thousand dollars (\$1,000.00).** In determining whether to permit a transfer of ownership, the city shall consider only the provisions of this article, of the Colorado Medical Marijuana Code, and any rules promulgated by the state licensing authority.

14-212. Suspension or revocation.

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

shall be at council's discretion as to whether a violation of the criminal code shall be cause for disciplinary measures.

(b) In deciding whether a license should be suspended or revoked, and in deciding whether to impose conditions in the event of a suspension, the city council, or the hearings officer appointed by the city council, shall consider:

- (1) The nature and severity of the violation;
- (2) Corrective action, if any, taken by the licensee;
- (3) Prior violation(s), if any, by the licensee;
- (4) The likelihood of recurrence of the violation;
- (5) The circumstances of the violation;
- (6) Whether the violation was willful; and
- (7) Previous sanctions, if any, imposed on the licensee.

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

(d) City council or the hearings officer appointed by city council may impose a fine in lieu of a suspension in accordance with the provisions of C.R.S. § 12-43.3-601(3).

14-213. Change of location.

(a) A licensee may move his or her permanent location to another location in the city, but it shall be unlawful to cultivate, manufacture, distribute, or sell medical marijuana at any such place until permission to do so is granted by the city and the state licensing authority.

(b) In permitting a change of location, the city shall consider all reasonable restrictions that are or may be placed on the new location and any such new location shall comply with all requirements of this article, the Colorado Medical Marijuana Code, and rules promulgated by the state licensing authority.

(c) The City shall not authorize a change of location until the applicant produces a license issued and granted by the state licensing authority covering the period for which the change of location is sought.

(d) The application for a change in location must be accompanied by a non-refundable fee of one thousand five hundred dollars (\$1,500.00).

14-214. Operational requirements.

Medical marijuana centers shall comply with the following operational requirements:

- (a) Medical marijuana centers shall provide clients contact information for local drug abuse treatment centers as well as educational materials regarding the hazards of substance abuse.
- (b) Medical marijuana centers shall operate only during the hours of 8:00 a.m. to 7:00 p.m.
- (c) Medical marijuana businesses shall provide adequate security on the business premises, which shall include the following:
- (1) Twenty-four-hour security surveillance cameras to facilitate the investigation of crimes and to include video and audio capabilities, with a redundant power supply and circuitry to monitor entrances/exits and parking lot along with the interior and exterior of the premises.
Copies of all security audio or video should be retained as set forth in the Colorado Medical Marijuana Enforcement Division Rules, ~~Section 10, Security Requirements, effective 9-9-13 and as may be amended from time to time.~~
 - (2) A burglar alarm system that is professionally monitored and maintained in good working order.
 - (3) A locking safe permanently affixed to the premises suitable for storage of the centers' inventory and cash; all to be stored during non-business hours; live plants being cultivated shall not be deemed inventory requiring storage in a locked safe.
 - (4) Exterior lighting that illuminates the exterior walls of the business. ~~and that complies with the lighting code set forth in the Trinidad Land Use Code.~~
- (d) No firearms, knives, or other weapons shall be permitted in a marijuana center except those carried by sworn peace officers.
- (e) Marijuana shall not be consumed or used on the premises of a medical marijuana center and it shall be unlawful for a medical marijuana licensee to allow medical marijuana to be consumed on its premises. In the case of a medical marijuana business located in a structure with a legal secondary unit or other legal dwelling unit, the dwelling unit shall not be considered part of the medical marijuana business premises if access to the dwelling unit is prohibited to the medical marijuana business customers.
- (f) Medical marijuana centers shall comply with the provisions of Article XVIII, Section 14 of the Colorado Constitution and with any other relevant

Colorado statute or administrative regulation. The operator of a medical marijuana business shall provide evidence of said compliance and shall permit the inspection of the premises upon request of any sworn peace officer in the employ of the city of Trinidad Police Department. Inspection of the premises shall be limited to determining the quantity of marijuana and marijuana plants present on the premises and obtaining written evidence of the licensee's authority to possess such quantity of medical marijuana. Registry identification cards with patient names and other identifying information redacted shall be deemed satisfactory written evidence if the registry identification cards' serial number(s) are not redacted. In the event the medical marijuana center serves patients who have applied for a registry identification card thirty-five days or more prior to the inspection and who have not received such card, the operator may produce the patient's application form with the patient's name and identifying information redacted along with proof of mailing the form to the medical marijuana registry. In the event a patient has changed the caregiver designation on the registry identification card, the operator may produce the patient's change of caregiver form with the patient's name and identifying information redacted along with proof of mailing the form to the medical marijuana registry. The operator of a medical marijuana business shall not be required to disclose patient name(s) or other identifying information except as required by a duly issued court order or warrant.

(g) Medical marijuana centers shall sell or distribute only marijuana lawfully grown in compliance with Article XVIII, Section 14 of the Colorado Constitution, the Colorado Medical Marijuana Code, rules promulgated by the state licensing authority, and with any other relevant Colorado statute or administrative regulation.

14-215. Distance requirements.

All medical marijuana businesses shall be at least one thousand feet from any school, ~~the principal campus of any college, university, or seminary, residential child care facility or other medical marijuana business.~~ **as defined in Section 14-201.** Distance shall be computed using a route of direct pedestrian access from the nearest property line of the land used for the protected activity to the nearest portion of the building in which medical marijuana or medical marijuana infused products are sold.

14-216. Zoning.

All marijuana businesses shall be located only in those zoning districts designated for medical marijuana businesses.

(a) Medical Marijuana Centers.

(1) Medical marijuana centers are defined as set forth in C.R.S. Section 12-43.3-104(8) "Medical Marijuana Center" now in effect or as may be amended from time to time. Medical marijuana centers shall only be allowed in the

Community Commercial, Historic Preservation, or Industrial zone district, and only after issuance of a Conditional Use Permit has been granted.

Medical marijuana centers shall not be allowed within any residentially zoned areas and shall not be allowed as a home occupation.

(2) All medical marijuana centers shall meet the distance requirements set forth in Section 14-213.

(3) All medical marijuana centers shall comply with all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.

(b) The cultivation, production, or possession of marijuana plants for medical use by a patient or primary caregiver as such terms are defined by Article XVIII, Section 14 of the Colorado Constitution, shall be allowed in residential structures subject to the following conditions:

(1) Such cultivation, production, or possession of marijuana plants must be in full compliance with all applicable provisions of Article XVIII, Section 14 of the Colorado Constitution, the Colorado Medical Marijuana, C.R.S. Sections 12-43.3-101 et. Seq., and the Medical Marijuana Program established by C.R.S. Section 25-1.5-106.

(2) Such marijuana plants are cultivated, produced, or possessed within a licensed patient's or registered caregiver's primary residence, as defined by paragraph 8 below.

(3) The patient or caregiver must reside in the primary residence where the medical marijuana is grown.

(4) The cultivation, production, or possession of such marijuana plants must not be perceptible from the exterior of the primary residence, including but not limited to:

(A) Common visual observation, which also prohibits any form of signage;

(B) Unusual odors, smells, fragrances, or other olfactory stimulus;

(C) Light pollution, glare, or brightness that disturbs the repose of another;

(D) Undue vehicular or foot traffic, including excess parking within the residential zone; and

(E) Excess noise from the primary residence, which noise is created as a consequence of growing medical marijuana.

(5) Such marijuana plants shall not be grown or processed in the common areas of a multi-family or attached residential development.

(6) Such marijuana plants are used exclusively by a licensed patient for the patient's personal use and solely to address a debilitating medical condition.

- (7) Such cultivation, production, or possession of marijuana plants shall be limited to the following space limitations within a primary residence:
- (A) Within a single-family dwelling unit: a secure, defined, contiguous one hundred-fifty (150) square-foot area within the primary residence of the licensed patient or registered caregiver;
 - (B) Within a multi-family dwelling unit: a secure, defined, contiguous one hundred (100) square foot area within the primary residence of the patient or registered caregiver.
- (8) Such cultivation, production, or possession of marijuana plants shall meet the requirements of all adopted City of Trinidad building, life/safety codes, and other applicable state electrical and other codes.
- (9) For purposes of this ordinance “primary residence” means the place that a person, by custom or practice, makes his or her principle domicile and address and to which the person intends to return, following any temporary absence, such as vacation. Residence is evidenced by actual daily physical presence, use, and occupancy of the primary residence and the use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation of and partaking of meals, regular mail delivery, vehicle and voter registration, or credit, water, and utility billing. A person shall have only one (1) primary residence. A primary residence shall not include accessory buildings.
- (10) For purposes of this ordinance “a secure” area means an area within the primary residence accessible only to the patient or primary caregiver. Secure premises shall be locked or partitioned off to prevent access by children, visitors, casual passersby, vandals, or anyone not licensed and authorized to possess medical marijuana.
- (11) If a licensed patient or registered caregiver raises quantities of marijuana requiring more than the square footage limitations of paragraph 7 above, such patient or caregiver must be in full compliance with the Colorado medical marijuana program as provided in C.R.S. Section 25-1.5-106(14).
- (A) Such patient or caregiver may grow medical marijuana for personal use and solely to address a debilitating medical condition within the Industrial zone district of the city;
 - (B) Such patient or caregiver must submit plans, obtain a building permit, and pass inspections to ensure that the CBD or C premises are in compliance with the City’s building code, state electrical code, fire code, and all other relevant life/safety codes in order to obtain a certificate of occupancy from the City Chief Building Official.
 - (C) Such patient or caregiver must ensure that the premises are secure, as defined in paragraph 10 above; however, within the Industrial district settings to that no children, visitors, passersby, vandals, or anyone else not licensed to possess medical marijuana may access the premises; and

- (D) The patient or caregiver must reside on premises in an apartment or living area constructed in compliance with the City of Trinidad building code, state electrical code, and all other relevant life/safety codes.

14-217. Signage and Advertising.

In advertising a medical marijuana business, the following must be contained in any advertisement for a medical marijuana business:

- (a) The fact that medical marijuana is available only to registered Colorado medical marijuana patients upon their showing of their card;
- (b) That the business complies with the laws of the State of Colorado and City of Trinidad;

In advertising the business location through signage, in addition to all regulations set forth in the City of Trinidad sign code, the following shall apply:

- (a) A business is allowed signage that displays one green cross;
- (b) No fluorescent lighting shall be allowed;
- (c) No flags or other displays shall be allowed;
- (d) The aesthetic façade and exterior of the business must compliment the surrounding neighborhood;
- (e) All signage must be discrete in nature.

14-218. Penalty.

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

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

14-219. No waiver of governmental immunity.

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

14-220. No City liability.

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

14-221. Indemnification of City.

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

INTRODUCED BY COUNCIL MEMBER _____, READ AND ORDERED PUBLISHED, this ____ day of February, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

AUDRA GARRETT, City Clerk

and security plans. The director may, at the director's discretion, require additional documentation associated with the application as may be necessary to enforce the requirements of the CMMC and this article XII.

- (c) *Notice of applications to departments and agencies.* Upon receipt of an application for any class of local license, the director shall give notice of the application to the department of community planning and development, the department of finance, the department of environmental health, the Denver Police Department, and the Denver Fire Department. Any applicant for a license under this article XII shall obtain any and all necessary permits, licenses and other regulatory approvals from the other affected city departments and agencies prior to the issuance of a license under this article XII.
- (d) *Background checks and determination of good character.* Prior to the issuance of any local license, the director shall make a finding and determination as to the good moral character of the applicant in accordance with the standards and procedures set forth in the CMMC. In so doing, the director may incorporate any findings as to good character previously made by the state licensing authority, and shall not be required to perform a criminal background check if the state licensing authority has already performed a criminal background check on the applicant.

(Ord. No. 105-11, § 1, 2-22-11)

Sec. 24-508. Licensing requirements—Medical marijuana centers.

In addition to the requirements set forth in the CMMC, the following requirements shall apply to the issuance of any local license for a medical marijuana center:

- (a) *Tax bond.* Before the director issues a local license to an applicant for a medical marijuana center license, the applicant shall procure and file with the city evidence of good and sufficient bond in the amount of five thousand dollars (\$5,000.00) with corporate surety thereon duly licensed to do business with the State of Colorado, approved as to form by the city attorney, and conditioned that the applicant shall report and pay all city sales and use taxes as provided by law. A corporate surety shall not be required to make payments to the city claiming under such bond until a final determination of failure to pay taxes due to the city has been made by the manager of finance or a court of competent jurisdiction. All bonds required pursuant to this subsection shall be renewed at such times as the bondholder's license is renewed. The renewal may be accomplished through a continuation certificate issued by the surety.
- (b) *Area maps.* All applications for medical marijuana center licensing submitted pursuant to this article XII shall include an area map drawn to scale indicating land uses of other properties within a 1,000-foot radius of the property upon which the applicant is seeking a license. The map shall depict the proximity to the property to any school or child care establishment; to any other medical marijuana center; to any alcohol or drug treatment facility; or to any residential or U-MS-2x zone district.
- (c) *Prohibited locations.* No medical marijuana center license shall be issued for the following locations:
- (1) In any residential zone district as defined by the zoning code of the city, in any MS-2, MS-2x, MX-2, MX-2A or MX-2x zone district as defined by the zoning code of the city, or in any location where retail sales are prohibited by the zoning code or by any ordinance governing a planned unit development. The restriction against licensing a medical marijuana center in any MS-2, MS-2x, MX-2, MX-2A or MX-2x zone district shall not apply to any location where the director previously issued a medical marijuana dispensary license under article XI of this chapter 24, a licensed medical marijuana dispensary or center has existed in continuous operations at the subject location since the time of original licensing.
 - (2) Within one thousand (1,000) feet of any school or child care establishment, with the distance computed by direct measurement from the nearest property line of the land used for school or child care purposes to the nearest portion of the building in which the medical marijuana dispensary is located, using a route of direct pedestrian access. This restriction shall not apply to any location where the director previously issued a medical marijuana dispensary license under article XI of this chapter 24, a licensed dispensary commenced operations at the subject location, and a licensed medical marijuana dispensary or center has existed in continuous operations at the subject location since the time of original licensing.
 - (3) Within one thousand (1,000) feet of any other medical marijuana center licensed premises or of any premises licensed under article XI of this chapter 24, or any retail marijuana store licensed under article V of chapter 6, with the distance computed by direct measurement in a straight line from the nearest portion of the building in which the center is proposed to be located to the nearest portion of the building in which the other center or the retail marijuana store is located. This restriction shall not apply to any location where the director previously issued a medical marijuana dispensary license under article XI of this chapter 24, a licensed dispensary commenced operations at the subject location, and a licensed medical marijuana dispensary or center has existed in continuous operations at the subject location since the time of original licensing.
 - (4) Within one thousand (1,000) feet of any alcohol or drug treatment facility. The 1,000-foot distance shall be computed by direct measurement from the nearest property line of the land used for alcohol or drug treatment facility purposes to the nearest portion of the property upon which the medical marijuana center license is proposed to be located, using a route of direct pedestrian access. This restriction shall not apply to any location where the director previously issued a medical marijuana dispensary license under article XI of this chapter 24, a licensed dispensary commenced operations at the subject location, and a licensed medical marijuana dispensary or center has existed in continuous operations at the subject location since the time of original licensing.
 - (5) The spacing requirements set forth in paragraphs (2), (3) and (4) of this subsection (c) shall be enforced in lieu of the spacing requirements set forth in the CMMC, § 12-43.3-308 (1)(d)(l), C.R.S. as amended.
- (d) *Off-site delivery of product by licensee prohibited.* All sales and distribution of medical marijuana by a licensed medical marijuana center shall occur only upon the licensed premises, and the licensee shall be strictly prohibited from delivering medical marijuana to any person at any other location. Nothing herein shall preclude a primary care-giver from purchasing medical marijuana on behalf of a patient at a licensed medical marijuana center and delivering the medical marijuana to a homebound patient in accordance with § 25-1.5-106 (7)(d) and (e), C.R.S., as amended.
- (e) *Signs and advertising.*
- (1) Any person or premises licensed as a medical marijuana center shall comply with all city ordinances regulating signs and advertising. In addition, no licensed medical marijuana center shall use any advertising material that is misleading, deceptive, or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated, is designed to appeal to minors.
 - (2)

Any person licensed as a **medical marijuana center** or a **medical marijuana-infused products manufacturer** shall include in any advertisement for **medical marijuana** or any **medical marijuana-infused product** the following language: "For registered Colorado **medical marijuana** patients only." Provided, however, this language shall not be required to be displayed upon any sign identifying a **medical marijuana center**, as permitted by subparagraph (3)(i) of this subsection (e).

- (3) Except as otherwise provided in this subsection (3), it shall be unlawful for any person licensed under this article or any other person to advertise any **medical marijuana** or **medical marijuana-infused product** anywhere in the city where the advertisement is visible to members of the public from any street, sidewalk, park or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device as defined by the zoning code; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this paragraph (3) shall not apply to:
- (i) Any sign located on the same zone lot as a **medical marijuana center** which exists solely for the purpose of identifying the location of the **medical marijuana center** and which otherwise complies with the Denver Zoning Code and any other applicable city laws and regulations; or
 - (ii) Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the city; or
 - (iii) Advertising which is purely incidental to sponsorship of a charitable event by a **medical marijuana center** or a **medical marijuana-infused products manufacturer**.
- (4) For purposes of this subsection (e), the terms "advertise," "advertising" or "advertisement" means the act of drawing the public's attention to a **medical marijuana center** or **medical marijuana infused products manufacturer** in order to promote the sale of **medical marijuana** by the center or the manufacturer.

(Ord. No. 105-11, § 1, 2-22-11; Ord. No. 572-11, § 3, 11-14-11; Ord. No. 433-12, § 1, 8-20-12; Ord. No. 448-13, § 4, 9-16-13)

Sec. 24-509. Licensing requirements—**Medical marijuana-infused products manufacturing license.**

In addition to the requirements set forth in the CMMC, the following requirements shall apply to the issuance of any local license for **medical marijuana-infused products manufacturing**:

- (a) *Compliance with zoning; grandfathering of existing locations.* A local license for **medical marijuana-infused products manufacturing** may be issued for any zone lot where "food preparation and sales" or "manufacturing, fabrication and assembly, general" is permitted by the Denver Zoning Code. Any zone lot where any person qualified as a "locally approved" **medical marijuana-infused product manufacturer** as of July 1, 2010, in accordance with subsection 24-411(c) and the CMMC may also qualify for licensing under this section provided such manufacturing is considered a compliant or nonconforming use in that location under the zoning code.
- (b) *Sanitation, product labeling, and public health standards.* Sanitary standards for **medical marijuana marijuana-infused products manufacturing** shall be as provided by the CMMC and any other applicable state laws and regulations. Any and all **medical marijuana products** packaged by a licensed **medical marijuana manufacturer** shall be labeled in accordance with state law.

(Ord. No. 105-11, § 1, 2-22-11)

Sec. 24-510. Licensing requirements—**Optional premises cultivation licenses.**

In addition to the requirements set forth in the CMMC, the following requirements shall apply to the issuance of any local license for an optional premises cultivation license:

- (a) *Compliance with current zoning.*
 - (1) A local optional premises cultivation license may be issued in any zone district where, at the time of application for the license, plant husbandry is authorized as a permitted use under the zoning code.
 - (2) Notwithstanding the requirement set forth in paragraph (1) of this subsection (a), an optional premises cultivation license may be issued in a location where plant husbandry is not a permitted use but is already occurring as a compliant or nonconforming use under the zoning code, if and only if the applicant meets the following requirements:
 - a. A zoning permit for plant husbandry was applied for upon the same zone lot on or before July 1, 2010;
 - b. The applicant or any person from whom the applicant acquired a **medical marijuana center** or a **medical marijuana-infused products manufacturing operation** with which the proposed optional cultivation license is associated previously applied for an optional premises cultivation license upon the same zone lot with the state **medical marijuana licensing authority** on or before August 1, 2010, in accordance with § 12-43.3-103(1)(b), C.R.S.; and
 - c. The applicant or any person from whom the applicant acquired a **medical marijuana center** or a **medical marijuana-infused products manufacturing operation** with which the proposed optional cultivation license is associated can produce to the satisfaction of the director documentary or other empirical evidence that the applicant had in fact commenced the cultivation of **medical marijuana** on the zone lot prior to January 1, 2011.
 - (3) Any optional premises cultivation licenses granted pursuant to subsection (a)(2) of this section upon a zone lot where plant husbandry is not a permitted use under the zoning code shall be subject to a public hearing prior to any renewal of the license. The director shall assign a hearing officer to conduct the public hearing as provided in section 24-505. The hearing shall not be conducted until the director has posted or caused to be posted a notice of hearing on the licensed premises in the manner described in § 12-43.3-302 (2), C.R.S. for a period of ten (10) days, and provided notice to each of the following at least ten (10) days prior to the hearing: the licensee; the city council representative for the district in which the licensed premises is located; and any registered neighborhood association entitled to receive notice as provided in section 12-96. At the public hearing, the incumbent licensee and any other interested party shall be entitled to speak and present evidence supporting or opposing renewal of the license in the location where plant husbandry is not a permitted use. The hearing officer shall receive and give due consideration to any evidence or testimony submitted by the city council member representing the district in which the