



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, January 15, 2013 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

****PROCLAMATION – Lonnie & Marilyn Shelton Babe Ruth Car Day – January 21, 2013****

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of January 2, 2013 & Special Meeting of January 8, 2013
- 3) **PUBLIC HEARING**
 - a) Tavern liquor license renewal application filed by Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street
 - i) Motion to vacate the public hearing and accept the letter stipulation agreement with Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street and renew the license
 - b) Tavern liquor license renewal application filed by Robert Leonetti d/b/a Park Café at 608 Arizona Avenue
 - i) Motion to vacate the public hearing
 - ii) Consideration of tavern liquor license renewal request by Robert Leonetti d/b/a Park Café at 608 Arizona Avenue
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 5) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 6) **COMMITTEE REPORTS**
- 7) **UNFINISHED BUSINESS**
- 8) **MISCELLANEOUS BUSINESS**
 - a) Consideration of water lease agreement between the City of Trinidad and Ken Torres, Torres Fish Hatchery
 - b) Consideration of letter of professional services for the 2012 audit by Dixon, Waller & Co., Inc.
 - c) Resolution supporting the agreement between the City of Trinidad, Colorado, and the State Board of the Great Outdoors Colorado Trust Fund for the Boulevard Addition Project
 - d) Consideration of a letter of support for Governor's Cabinet visit for Summer of 2013
 - e) Consideration of Amendment to Water Lease Agreement by New Elk Coal Company
- 9) **BILLS**
- 10) **PAYROLL**, January 5, 2013 through January 18, 2013
- 11) **ADJOURNMENT**

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

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Wednesday, January 2, 2013 at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Baca Gonzalez, presiding
	Councilmembers	Bolton, Bonato, Mattie, Miles, Shew, Velasquez
Also present:	Acting City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of December 18, 2012. Mayor Baca Gonzalez noted that a corrected page one of the minutes was at Council's seating places. A motion to approve the minutes as corrected was made by Councilmember Bolton and seconded by Councilmember Shew. The motion carried by a unanimous roll call vote.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. None.

REPORT BY CITY MANAGER. Las Animas County. Acting City Manager Acre called to Council's attention a card being circulated for Council's signature to be sent to LeAnn Fabec congratulating her on her appointment as Las Animas County Administrator. He said he spoke with her and they have arranged to meet this Friday to talk about how the City and County work together and about having a joint City/County meeting in the very near future.

E-mail. Acting City Manager Acre pointed out the information provided to Council from IT Director Dennis Fixmer regarding use of City e-mail addresses with the trinidad.co.gov extension. He said that Council members will use their City e-mail accounts in earnest in the new year and Mr. Fixmer is available to help them to that end. Those Council members without e-mail access will be routed to Executive Secretary Anna Ridolfi. He concluded that the standard format for the e-mail addresses will be first name.last name.trinidad.co.gov which is helpful for the public.

Retreat. Acting City Manager Acre asked Council to consider dates in January to hold a retreat. He asked also that they consider if they want to have it for a full day or half, on a week day or weekend. Council was advised that his office would be calling them to look at their calendars. He added that he would be formulating some questions for food for thought to get discussions started and would provide ideas and thoughts he had and provide them to Council probably next week. Mayor Baca Gonzalez asked if there would be anything confidential within his questions so they could be shared with the media. Acting City Manager Acre answered that at this time he didn't see why they couldn't be shared and reiterated that it is more to get the thought process going.

Finance Director Search. Acting City Manager Acre said he had previously been a little over optimistic about getting advertisements in for the Finance Director search because of the holidays. However, he said he heard from GFOA and it will get in place this week. Also he talked to all but one applicant to update them as to the status of the search and they were told they would be kept up to speed with the process.

REPORT BY CITY ATTORNEY. City Manager vacancy. City Attorney Downs asked Council's consider of an action item on January 8, 2013, regarding the City Manager vacancy. He explained that tentatively interviews will be held on January 22nd with a January 29th decision anticipated. The names of the finalists must be posted for 14 days prior to Council designating someone as City Manager. There have been a couple of issues that have come up regarding an applicant. He said he didn't think an executive session was necessary on January 8th, however if Council wished to have one that would be fine. Mayor Baca Gonzalez asked if the action item would be to identify the finalists. City Attorney Downs confirmed that to be correct. She asked if Council felt that was moving too fast. City Attorney Downs clarified that if Council wanted to stand firm on the later dates in January, they will probably need to do this as soon as possible. Mayor Baca Gonzalez said the timeline was what had been suggested by their consultant, Ron Miller, because his perception was that Council wanted to move forward as quickly as possible. She deferred to Council for their input. Councilmember Mattie asked if the finalists will be those suggested by Mr. Miller or if Council will interview them first or if they need to screen them down prior to interviewing. City Attorney Downs said it is up to Council but that there is an issue that has arisen concerning one of the applicants. If agreeable, he said Council can discern the finalists on January 8th. Additional discussion was held and Council concurred with the proposed timeline suggested by Mr. Miller with an action item to name finalists on January 8, 2013.

COMMITTEE REPORTS. None.

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance amending the zone classification of property described as Lot 2, Block 96 of the Original Townsite to the City of Trinidad, Las Animas County, State of Colorado, from Established-Low Density Residential (E-LDR) zoning to Established-Community Commercial (E-CC) zoning (as requested by Maude Romano, 516 E. Main Street). Mayor Baca Gonzalez declared the public hearing open and called for public comment, staff comment and Council comment. There being none, the hearing was closed.

Second reading of an ordinance amending the zone classification of property described as Lot 2, Block 96 of the Original Townsite to the City of Trinidad, Las Animas County, State of Colorado, from Established-Low Density Residential (E-LDR) zoning to Established-Community Commercial (E-CC) zoning. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Shew. The motion was seconded by Councilmember Mattie, and carried unanimously upon roll call vote. The ordinance was approved and will become effective on January 12, 2013.

JANUARY 2, 2013

ORDINANCE NO. 1934

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION OF PROPERTY DESCRIBED AS LOT 2, BLOCK 96 OF THE ORIGINAL TOWNSITE TO THE CITY OF TRINIDAD, LAS ANIMAS COUNTY, STATE OF COLORADO, FROM ESTABLISHED-LOW DENSITY RESIDENTIAL (E-LDR) ZONING TO ESTABLISHED-COMMUNITY COMMERCIAL (E-CC) ZONING

Hotel and restaurant liquor license renewal request by Mission at the Bell, Inc. d/b/a Mission at the Bell Restaurant at 134 W. Main Street, Ste. 14. Mayor Baca Gonzalez noted the presence of license representative Jude Lucero with legal counsel. Rudy Reveles, legal counsel for the licensee, told Council that he had nothing to report but if Council had any concerns he would be happy to answer them. A motion to approve the renewal was made by Councilmember Shew. Councilmember Shew asked if the fire signs had been fixed. Mr. Reveles said that they have consulted with the landlord and anticipate that the landlord will get it done in short order. The motion was seconded by Councilmember Bonato and carried by a unanimous roll call vote.

MISCELLANEOUS BUSINESS. Designation of public places for posting of notice of meetings. Acting City Manager Acre suggested that in addition to City Hall and the Carnegie Public Library being designated posting places, that Council consider adding the City of Trinidad's website. He told Council that he spoke to the City Clerk and the IT Director about putting the entire Council packet on the website again soon. A motion to designate the public posting places for meeting notices as City Hall, the Carnegie Public Library and the City of Trinidad website was made by Councilmember Bonato and seconded by Councilmember Bolton. Upon roll call vote the motion carried unanimously.

EXECUTIVE SESSION. For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Park Café liquor license renewal. A motion to enter into executive session for the stated purpose was made by Councilmember Mattie. The motion was seconded by Councilmember Bolton and carried unanimously. The executive session ensued and 7:21 p.m. and was electronically recorded. Upon conclusion of executive session at 8:00 p.m., the meeting was resumed.

Consideration of liquor license renewal request by Robert Leonetti d/b/a Park Café at 608 Arizona Avenue. A motion to table action on this item to January 15, 2013 was made by Councilmember Shew and was seconded by Councilmember Bolton. The motion carried unanimously upon roll call vote.

BILLS. A motion to approve payment of the bills as presented was made by Councilmember Bolton. The motion was seconded by Councilmember Miles. Roll call was taken on the motion to approve the bills and it carried unanimously.

PAYROLL. December 22, 2012 through January 4, 2013. A motion to approve the payroll was made by Councilmember Miles and seconded by Councilmember Velasquez. The motion carried unanimously.

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

ATTEST:

BERNADETTE BACA GONZALEZ,
Mayor

AUDRA GARRETT, City Clerk

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, January 8, 2013 following work session at 1:30 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, January 8, 2013 following work session at 1:30 p.m. in the Council Chambers at City Hall

The following items are on file for consideration of City Council:

- 1) First reading of an ordinance repealing and re-enacting § 12-12 of Article 2 of Chapter 12 of the Code of the City of Trinidad, Colorado, for the purpose of restructuring rates for electric service, power, and energy, and setting a hearing date for consideration of said ordinance
- 2) EXECUTIVE SESSION
 - a) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees;
 - i) For a conference with the City Attorney for attorney/client communications regarding City Manager applications
 - b) For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b)
 - i) Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street
 - ii) Robert Leonetti d/b/a Park Café at 608 Arizona Avenue
- 3) Selection of finalists/interviewees for the position of City Manager

The meeting was called to order at 2:25 p.m.

Roll call was taken.

There were present:	Mayor	Baca Gonzalez, presiding
	Councilmembers	Bolton, Bonato, Mattie, Miles, Shew, Velasquez
Also present:	Acting City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

The pledge of allegiance was recited.

First reading of an ordinance repealing and re-enacting § 12-12 of Article 2 of Chapter 12 of the Code of the City of Trinidad, Colorado, for the purpose of restructuring rates for electric service, power, and energy, and setting a hearing date for consideration of said ordinance. (A copy of the ordinance with a clarification made to language for purposes of billing date/effective date clarity had been provided to Council prior to the meeting and is what was considered.) The ordinance was introduced by Councilmember Bolton and then read aloud in its entirety. A motion to approve the ordinance on first reading and consider it further at a public hearing at 1:30 p.m. on January 22, 2013 was made by Councilmember Shew and seconded by Councilmember Mattie. Councilmember Miles commented that she read through the rate design and opined that it was highly skewed toward large users. She said she has some very substantial questions of Mr. Euler. By her read she said the average user will not get a rate decrease, except the large users. She said she has substantial concerns about that and she will be talking to Mr. Euler this week with Acting City Manager Acre. Mayor Baca Gonzalez recalled a confidential memorandum provided to Council some time ago by former City Attorney Jerod Beatty whereby there were expressed concerns about a disproportionate impact affecting the large power users. Therefore she said it would seem that as the rates are adjusted it would be possibly logical that the one who would benefit most by these current adjustments will be the large power users. She offered to provide a copy of the memo with Councilmember Miles. Acting City Manager Acre said that if there are suggested changes between now and the public hearing it would not necessitate Council starting the process over. He added that he and Councilmember Miles will be calling Mr. Euler tomorrow. Roll call was taken on the motion and carried unanimously.

JANUARY 8, 2013

ORDINANCE NO.

AN ORDINANCE REPEALING AND RE-ENACTING § 12-12 OF ARTICLE 2 OF CHAPTER 12 OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, FOR THE PURPOSE OF RESTRUCTURING RATES FOR ELECTRIC SERVICE, POWER, AND ENERGY

EXECUTIVE SESSION – For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees - For a conference with the City Attorney for attorney/client communications regarding City Manager applications; and for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) - Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street and Robert Leonetti d/b/a Park Café at 608 Arizona Avenue. A motion to enter into executive session for the stated purposes was made by Councilmember Bolton and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote and the executive session ensued at 2:46 p.m. Upon conclusion of the executive session at 3:38 p.m. the special meeting resumed.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 8th day of January, 2013, was permissible under CRS Section 24-6-402 (4)(b).

As City Attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs
 City Attorney

Selection of finalists/interviewees for the position of City Manager. Councilmember Bolton made a motion to announce the names of the City Manager finalists as Tom Acre of Denver, Colorado, and John Schneider, of New Port Richey, Florida. The motion was seconded by Councilmember Mattie and carried by a unanimous roll call vote. Mayor Baca Gonzalez announced that interviews will be scheduled for January 22, 2013 and Council will make a selection on January 29, 2013.

There being no further business, Councilmember Shew moved to adjourn the special meeting and Councilmember Velasquez seconded the motion. The motion carried unanimously upon roll call vote and the meeting adjourned.

ATTEST:

 BERNADETTE BACA GONZALEZ,
 Mayor

 AUDRA GARRETT, City Clerk

Office of the Mayor
Trinidad, Colorado
Proclamation



"LONNIE & MARILYN SHELTON BABE RUTH CAR DAY"
January 21, 2013

WHEREAS, Lonnie and Marilyn Shelton, avid baseball fans and car collectors, have graciously thought to bring to the City of Trinidad a tourist and public relations opportunity that will showcase the last vehicle owned by the infamous, late, great Babe Ruth - a 1948 Lincoln Continental presented to Babe Ruth by Ford Motor Company in 1948 as a measure of its appreciation for his tireless devotion to Little Leaguers and baseball; and

WHEREAS, Lonnie & Marilyn Shelton since purchasing this iconic treasure, have used it as a tool to raise funds for non-profit organizations that benefit children; and

WHEREAS, this event, and the positive, civic-minded efforts of Lonnie & Marilyn Shelton, link the great all-American sport of baseball with wholesome family entertainment values for the benefit of children and continue the giving spirit by sharing with this community an attraction to garner locals and tourists.

NOW, THEREFORE, I, Bernadette Baca Gonzalez, Mayor of the City of Trinidad, Colorado, do hereby proclaim January 21, 2013 as:

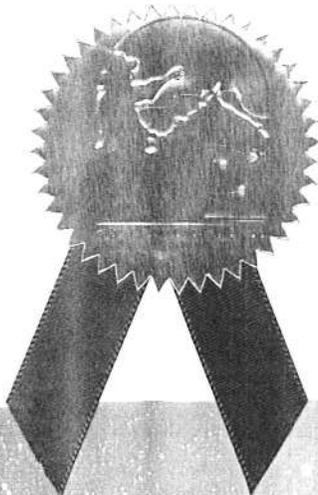
"LONNIE & MARILYN SHELTON BABE RUTH CAR DAY"

in the City of Trinidad, Colorado, in sincere gratitude and appreciation to Lonnie & Marilyn Shelton for sponsoring this event for the betterment of our community and its citizens.

In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.

Mayor _____

Date _____



ITEM NO. 3a

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

- ITEM:** Tavern liquor license renewal application filed by Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street
- i) Motion to vacate the public hearing and accept the letter stipulation agreement with Mantelli's Partnership d/b/a Mantelli's at 137 W. Main Street and renew the license

**REQUEST
MADE BY:**

**CONTENTS/
COMMENTS:** Letter Stipulation Agreement
Renewal application

ITEM NO. 3a

City of Trinidad as
Local Liquor Licensing Authority
135 North Animas
Trinidad, Colorado 81082
Ph: 719-846-9843 Fax: 719-846-4140

re: Stipulation to Renew Mantelli Partnership Tavern Liquor License and Offer to Resolve Liquor License Renewal

This confirms the agreement between Mantelli Partnership d/b/a Mantelli's and the City of Trinidad regarding an alleged liquor code violation by Mantelli's which holds a Tavern Liquor License at 137 West Main Street, Trinidad, Co. 81082.

The City of Trinidad alleges that Mantelli's violated Regulation 47-900, 1 CCR 203-2 by operating in a manner that adversely affected the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, illustrated by a continuing pattern of criminal activity about or about July 29th, 2012 to August 15, 2012. The parties stipulate that the liquor license holder, without having actual knowledge, may be held to have had constructive knowledge of alleged drug activity because the holder's employee is alleged to have personally participated in several drug transactions. Such activity constitutes good cause, as that term is defined in C.R.S. § 12-47-103(9)(d), for suspension as permitted in C.R.S. § 12-47-601.

Mantelli's has received notice that a hearing will take place before the City Council on January 15th, 2013. Further Pat Mantelli on behalf of Mantelli Partnership d/b/a Mantelli's agrees to the City's proposal:

1. Mantelli's acknowledges and admits to the above referenced violation.
2. Mantelli's agrees to and accepts a suspension of its liquor license for 5 days pursuant to the stipulation with the local liquor licensing board, the City of Trinidad. The City of Trinidad will approve the dates of closure to be provided to the City by Mantelli's within 30 days of the signing of this agreement.
3. Mantelli's agrees to an additional 25 day suspension for the violation that occurred between July 29th, 2012 to August 15th, 2012.
4. Mantelli's agrees to accept the City of Trinidad's offer to hold the above-described 25 day suspension in abeyance until December 31st, 2013. The 25 day suspension may be imposed along with any other penalty that may result from any other liquor code violation that may occur until December 31st, 2013.
5. Further, Mantelli's agrees that it will contribute \$1000.00 within 90 days of signing to a charity or non-profit designated by the City Council. The donation will be made to the City of Trinidad non-profit fund.

January 11, 2013

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6. Mantelli's agrees not to request a liquor license transfer any sooner than December 31st, 2014.
7. Mantelli's vows to cooperate with the City to eliminate loitering in front of the bar acknowledging, that this space is public and the legal responsibility of the City.
8. Mantelli's understands that it is entitled to a hearing and representation of legal counsel, and that Mantelli's has made a fully informed waiver of its right to a hearing.
9. In exchange for and subject to the above the City Council of the City of Trinidad agrees to renew Mantelli's Tavern Retail Liquor License.

Authorized Agent for City of Trinidad,
Local Liquor Licensing Authority

Date

Rodolfo Reveles, Attorney for Licensee

Date

Pat Mantelli for Mantelli Partnership d/b/a Mantelli's

Date

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**



MANTELLI
 MANTELLI'S
 137 W MAIN
 TRINIDAD CO 81082-2617

License Number 09-60535-0000	License Type 2010
Liability Information 05 102 722110 P 122691	
Business Location 137 W MAIN TRINIDAD CO	
Current License Expires DEC 25, 2012	
DEPARTMENTAL USE ONLY	
Total Amount Due	
Total Paid \$	Date

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

OATH OF APPLICANT		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.		
Authorized Signature <i>Pat Mantelli</i>	Date 9-24-12	Business Phone 846-9923
Title <i>Owner</i>	Sales Tax Number 00960535-0000	
REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.		
Local Licensing Authority for Trinidad	Date	
Signature	Title Mayor	Attest

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

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Business Name MANTELLI'S	LICENSE NUMBER (Use for all reference) 09-60535-0000	PERIOD 12-13	
TYPE OF LICENSE ISSUED TAVERN LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS	CASH FUND 2320-100(999)	STATE FEE 2010-750(999)	CITY 85% OAP 2180-100(999)
	\$ 50.00	\$ 25.00	\$ 425.00

SUB-TOTAL \$ 500.00

ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ _____

TOTAL AMOUNT DUE \$ _____

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <i>Mantelli</i>		State License Number <i>09-60535-0000</i>	
1. Operating Manager <i>Pat Mantelli</i>	Home Address [REDACTED]	Date of Birth [REDACTED]	
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <i>owned</i> If rented, expiration date of lease: _____			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application:			
(a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input type="checkbox"/>
(c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.			
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: <b style="text-align: center;">EVIDENCE OF LAWFUL PRESENCE Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card. In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one): <input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that 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, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature <i>Pat Mantelli</i>		Printed name <i>Pat Mantelli</i>	
			Date <i>9-24-12</i>

9/24/12

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

Applicant: Mantelli Partnership

dba: Mantelli's

Address: 137 W. Main Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: October 16, 2012

DEPARTMENT REVIEW

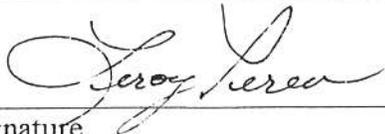
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

Fire Extinguisher need re-inspection

CO2 Bottled should be secured to wall

9-25-12
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: October 11, 2012

9/24/12

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

Applicant: Mantelli Partnership

dba: Mantelli's

Address: 137 W. Main Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: October 16, 2012

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: 1) Carbon Dioxide bottles not checked
to wall
2) Fire extinguishers need to be rechecked
3) back door locked

9-25-2012
Date

Kevin S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: October 11, 2012

CAD Abstract

Number of Responses : 1

Sequence Number: TPD201118978

Call Answered 12/29/2011 15:40:02	Call Code DISPRG	Case Number TPD201103525
Created 12/29/2011 15:40:54	Dispatched 12/29/2011 15:42:03	Completed 12/29/2011 16:27:17
		Disposed 12/30/2011 04:43:18

Response Information

Response Type : DISPRG
Reason for Stop :
Stop Statute :
Primary Resource : 204 ;RANDALL,JEFF
Primary Trooper : RANDALL,JEFF
Response Origin : P911
Disposition Codes : RPT

Incident Information

Validated Address : : True

Common Place :
House Number : 137
Street Name : MAIN
Suffix : W
Street Type : ST
Cross Streets:
Free Format Address : 137 W MAIN ST

Zone :
City :
State:
ZIP Code :
X Coordinate 3244906.5528448201
Y Coordinate 1268567.2332550201

Location History

<u>Date/Time</u>	<u>Address</u>	<u>Municipality</u>	<u>Dispatcher / Position</u>
12/29/2011 15:40:54	BALDY MTN - OMNI SECTO R, TRINIDAD, CO	TRINIDAD	MANTELLI,BRYAN / POSITION2
12/29/2011 15:41:14	137 W MAIN		MANTELLI,BRYAN / POSITION2
12/29/2011 15:41:16	137 W MAIN ST		MANTELLI,BRYAN / POSITION2

Person 1 of 1

Last Name : PANIAGUA	First Name : MARIA	Middle Name : MARIA
Suffix :	DOB : 	SOC :
Involvement : SUSPECT	DL State : CO	DL Number :
Perceived Race :	Perceived Gender :	Address :
Race :	Gender : FEMALE	Phone :
Notes :		

Resource Activity Statuses

<u>Date/Time</u>	<u>Unit ID</u>	<u>Status</u>	<u>Dispatcher / Position</u>
12/29/2011 15:42:07	101	DP	MANTELLI,BRYAN / POSITION2
12/29/2011 15:42:10	101	EN	MANTELLI,BRYAN / POSITION2
12/29/2011 15:44:27	101	AR	MANTELLI,BRYAN / POSITION2
12/29/2011 15:53:41	101	EJ	MANTELLI,BRYAN / POSITION2
12/29/2011 16:05:39	101	EH	SALAS,CLIFFORD / POSITION1
12/29/2011 16:12:41	101	AH	MANTELLI,BRYAN / POSITION2
12/29/2011 16:17:07	101	CL	MANTELLI,BRYAN / POSITION2
12/29/2011 15:42:05	204	DP	MANTELLI,BRYAN / POSITION2
12/29/2011 15:42:08	204	EN	MANTELLI,BRYAN / POSITION2
12/29/2011 15:44:26	204	AR	MANTELLI,BRYAN / POSITION2
12/29/2011 16:17:58	204	AH	MANTELLI,BRYAN / POSITION2
12/29/2011 16:18:08	204	CL	MANTELLI,BRYAN / POSITION2
12/29/2011 15:44:34	C20	DP	MANTELLI,BRYAN / POSITION2
12/29/2011 15:44:36	C20	AR	MANTELLI,BRYAN / POSITION2
12/29/2011 15:47:24	C20	ED	MANTELLI,BRYAN / POSITION2
12/29/2011 15:49:45	C20	AD	MANTELLI,BRYAN / POSITION2
12/29/2011 15:53:59	C20	EJ	MANTELLI,BRYAN / POSITION2
12/29/2011 16:05:31	C20	CL	SALAS,CLIFFORD / POSITION1
12/29/2011 15:42:03	C30	DP	MANTELLI,BRYAN / POSITION2
12/29/2011 15:44:29	C30	AR	MANTELLI,BRYAN / POSITION2
12/29/2011 16:05:25	C30	AH	SALAS,CLIFFORD / POSITION1
12/29/2011 16:13:07	C30	Abandon	MANTELLI,BRYAN / POSITION2
12/29/2011 16:13:18	C30	DP	MANTELLI,BRYAN / POSITION2
12/29/2011 16:13:21	C30	AH	MANTELLI,BRYAN / POSITION2
12/29/2011 16:27:16	C30	CL	MANTELLI,BRYAN / POSITION2

Response Notes

<u>Response Note</u>	<u>Agent</u>	<u>Workstation</u>	<u>Time Stamp</u>
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Incident Notes

<u>Incident Note</u>	<u>Agent</u>	<u>Workstation</u>	<u>Time Stamp</u>
Address of TPD201118978 has been modified from BALDY MTN - OMNI SECTO R, TRINIDAD, CO to 137 W MAIN.	MANTELLIB	POSITION2	12/29/2011 15:41:14
Address of TPD201118978 has been modified from 137 W MAIN to 137 W MAIN ST.	MANTELLIB	POSITION2	12/29/2011 15:41:16
RP STATES A FEMALE PARTY CAUSING A DISTURBANCE AND WILL NOT LEAVE THE BAR	MANTELLIB	POSITION2	12/29/2011 15:44:54
C20-FEMALE DETAINED	MANTELLIB	POSITION2	12/29/2011 15:45:24
202-ED WITH FEMALE	MANTELLIB	POSITION2	12/29/2011 15:46:43
C20-ED BM 60243 CERT 58.7	MANTELLIB	POSITION2	12/29/2011 15:47:19
C20-AD EM 60244 CERT 59.2	MANTELLIB	POSITION2	12/29/2011 15:50:07
202- FEMALE IS GOING TO JAIL NOW	MANTELLIB	POSITION2	12/29/2011 15:52:44
C20-EJ BM SAME AS ENDING\	MANTELLIB	POSITION2	12/29/2011 15:53:53
MED UNITS NEEDED AT MAIN AND NEVADA	MANTELLIB	POSITION2	12/29/2011 15:55:57
C30-AH	MANTELLIB	POSITION2	12/29/2011 16:07:26
202-OPN MAIN AND NEVADA DHS HAS CASE OPEN PIKE AND DIXON WILL MEET AT HOSPITAL	MANTELLIB	POSITION2	12/29/2011 16:13:00
MEDICAL CARE ONLY	SALAS	POSITION1	12/29/2011 16:19:56
C30-CLEAR PARTY IS IN MED STAFF AND SHE IS BEING COOPERATIVE AND THEY WILL CALL WHEN SHE IS READY	MANTELLIB	POSITION2	12/29/2011 16:26:57
C30-ALSO DHS DID NOT SHOW UP	MANTELLIB	POSITION2	12/29/2011 16:27:10

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Monday, September 24, 2012 3:49 PM
To: Audra Garrett
Subject: RE: liquor license

Hi Audra,
Mantelli's at 137 W. Main Trinidad, CO is in compliance with this Office.....John

John Martinez
Environmental Health Specialist III
jmartinez@la-h-health.org

Las Animas-Huerfano Counties District Health Department

Trinidad Office

412 Benedicta Ave
Trinidad, CO 81082
(Ph) 719-846-2213
(Fax) 719-846-4472

Walsenburg Office

119 E. Fifth Street
Walsenburg, CO 81089
(Ph) 719-738-2650
(Fax) 719-738-2653

From: Audra Garrett [<mailto:audra.garrett@trinidad.co.gov>]
Sent: Monday, September 24, 2012 10:51 AM
To: John Martinez
Subject: liquor license

Hi John,
Please verify compliance with your office for Mantelli's at 137 W. Main Street.

*Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov*



ITEM NO. 3b

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

- ITEM:** Tavern liquor license renewal application filed by Robert Leonetti d/b/a Park Café at 608 Arizona Avenue
- i) Motion to vacate the public hearing
 - ii) Consideration of tavern liquor license renewal request by Robert Leonetti d/b/a Park Café at 608 Arizona Avenue

**REQUEST
MADE BY:** Robert Leonetti

**CONTENTS/
COMMENTS:** Renewal application

ITEM NO. 3b

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

PARK CAFE
 608 ARIZONA ST
 TRINIDAD CO 81082-2406

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name LEONETTI ROBERT		DBA PARK CAFE		
Liquor License # 25610560000	License Type Tavern (city)	Sales Tax License # 25610560000	Expiration Date 1/2/2013	Due Date 11/18/2012
Street Address 608 ARIZONA AVE TRINIDAD CO 81082-2406				Phone Number (719) 846 7012
Mailing Address 608 ARIZONA ST TRINIDAD CO 81082-2406				
Operating Manager R. Leonetti	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business ROBERT LEONETTI	Title OWNER
Signature <i>Robert Leonetti</i>	Date 10/10/12

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <i>PARK CASE</i>		State License Number	
1. Operating Manager <i>ROBERT LEONE HI</i>		Home Address <i>[REDACTED] TRINIDAD, CO 80822</i>	Date of Birth <i>[REDACTED]</i>
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <i>Owned</i> If rented, expiration date of lease: _____		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation. <i>D.U.I. June 27, 2012</i>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application:		Yes	No
(a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?		<input type="checkbox"/>	<input type="checkbox"/>
(b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?		<input type="checkbox"/>	<input type="checkbox"/>
(c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.			
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:			
EVIDENCE OF LAWFUL PRESENCE			
Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.			
In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):			
<input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States			
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that 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, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature <i>Robert Leone Hi</i>		Printed name <i>ROBERT LEONE HI</i>	Date <i>10-10-12</i>

10/29/12

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

Applicant: Robert Leonetti

dba: Park Cafe

Address: 608 Arizona Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: November 20, 2012

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Exit light out.
extinguisher needs inspected.

10-30-12
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: November 13, 2012

10/29/12

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

Applicant: Robert Leonetti

dba: Park Cafe

Address: 608 Arizona Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

11:00
3/5k

FOR CONSIDERATION AT
COUNCIL MEETING DATE: November 20, 2012

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Fine rebar was found to be corroded
exit light not working

10-31-12
Date

Th. D. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: November 13, 2012

10/29/2012

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

Applicant's Name: Robert Leonetti

DBA: The Park

Business Address: 608 Arizona Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: November 20, 2012, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

<u>Date</u>	<u>Sequence Number</u>	<u>Call Type</u>	<u>Case Number</u>
12/25/2011	TPD201118773	Bar disturbance	No report
3/17/2012	TPD201203915	Disturance in progress	No report
6/16/2012	TPD201201624	Bar disturbance	12-01624
9/25/2012	TPD201221516	Disturance in progress	No report

Date



Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: November 13, 2012

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Tuesday, October 30, 2012 8:05 AM
To: Audra Garrett
Subject: RE: liquor

Hi Audra,
Robert Leonetti d/b/a Park Café at 608 Arizona Avenue is in compliance with this agency.....John

John Martinez
Environmental Health Specialist III
jmartinez@la-h-health.org

Las Animas-Huerfano Counties District Health Department

Trinidad Office

412 Benedicta Ave
Trinidad, CO 81082
(Ph) 719-846-2213
(Fax) 719-846-4472

Walsenburg Office

119 E. Fifth Street
Walsenburg, CO 81089
(Ph) 719-738-2650
(Fax) 719-738-2653

From: Audra Garrett [<mailto:audra.garrett@trinidad.co.gov>]
Sent: Monday, October 29, 2012 3:56 PM
To: John Martinez
Subject: liquor

Please verify compliance with your office for Robert Leonetti d/b/a Park Café at 608 Arizona Avenue.

Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov



ITEM NO. 8a

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

ITEM: Consideration of water lease agreement between the City of Trinidad and Ken Torres, Torres Fish Hatchery

**REQUEST
MADE BY:** Ken Torres

**CONTENTS/
COMMENTS:** Water lease agreement

ITEM NO. 8a

WATER LEASE AGREEMENT

1. **PARTIES.** The parties to this Water Lease Agreement are the **CITY OF TRINIDAD**, a Colorado municipal corporation (“City”), and **KEN TORRES** (“Lessee”), an individual.

2. **RECITALS.** Lessee operates the Torres Fish Hatchery, which utilizes a series of ponds. Lessee desires to keep the ponds full and, as a result, needs to augment out-of-priority depletions from evaporation and seepage. The City is the owner of certain rights that may be used to augment evaporation and seepage losses from the ponds, including water stored by the City in Trinidad Reservoir. The City is willing to lease water annually to Lessee for use as described above under the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

3. **LEASE OF WATER.** The City will lease six and eighty-five hundredths (6.85) acre feet of water to Lessee for use in 2013 and six and eighty-five hundredths (6.85) acre feet of water to Lessee for use in 2014.

4. **PAYMENT FOR LEASE.** The City currently leases augmentation water for \$500 per acre foot. As a result, the current lease rate for 6.85 acre feet would be \$3425. As a result, upon execution of this Lease by the City, Lessee shall pay to the City \$3425 for delivery of water in 2013. The Lessee shall pay on or before January 31, 2014 \$3425 for delivery of water in 2014. No water shall be delivered in any year unless the payment for that year has been made.

5. **LESSEE'S RESPONSIBILITY.** The City will make 6.85 acre feet of water available from the City's storage account in Trinidad Reservoir on an “as is” basis. The decreed uses of such water include augmentation as set forth in Case No. 88CW61, District Court, Water Division No. 2, State of Colorado. It shall be the responsibility of the Lessee to obtain any additional approvals necessary to use the water for Lessee's intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources. The City shall cooperate with the Lessee in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained.

6. **NO GUARANTEE.** Because of the possibility of drought, mechanical failures at Trinidad Reservoir or other extraordinary circumstances, the City cannot guarantee delivery of water. If the City cannot deliver the full 6.85 acre feet of water to the Lessee, the City shall refund to Lessee the fee for any water paid for and requested in any year but not delivered at a rate of \$500 per acre foot, up to \$3425. Such a refund shall be Lessee's sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

7. **RELEASE OF WATER.** The water will be made available in Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessee to coordinate with and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessee's benefit.

8. NO CARRYOVER AND NO CREDIT TOWARD PAYMENTS. Water not called for release by Lessee in any year shall not carry over for the benefit of the Lessee into the next year. In addition, Lessee shall not be entitled to a credit for payments made for water Lessee did not call for during the term of this Lease.

9. TERMINATION. This Lease shall terminate automatically on December 31, 2014, unless specifically renewed in writing by both parties pursuant to the terms and conditions contained in such renewal.

10. REIMBURSEMENT OF EXPENSES. Upon execution of this Lease by the City, Lessee shall reimburse the City for its legal expenses incurred in this matter in the amount of \$281.

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

CITY:

James Fernandez, Utilities Superintendent
City of Trinidad
135 North Animas
P.O. Box 880
Trinidad, CO 81082

COPY TO:

Jeffrey J. Kahn, Esq.
Lyons Gaddis Kahn & Hall PC
P.O. Box 978
Longmont, CO 80502-0978

LESSEE:

Ken Torres
5359 County Road 12
Weston, CO 81091

Dated: _____.

CITY OF TRINIDAD,
a Colorado municipal corporation

By: _____
Bernadette Baca-Gonzalez, Mayor

ATTEST:

City Clerk

LESSEE:

Ken Torres

ITEM NO. 8b

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

ITEM: Consideration of letter of professional services for the 2012 audit by Dixon, Waller & Co., Inc.

**REQUEST
MADE BY:**

**CONTENTS/
COMMENTS:** Letter agreement

ITEM NO. 8b



CERTIFIED PUBLIC ACCOUNTANTS

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

December 17, 2012

The City of Trinidad
P.O. Box 880
Trinidad, Colorado 81082

We are pleased to confirm our understanding of the services we are to provide The City of Trinidad for the year ended December 31, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of The City of Trinidad as of and for the year ended December 31, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on

the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the business-type activities and each major fund of The City of Trinidad and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may

bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

We expect to begin our audit on approximately April 22, 2013 and to issue our reports no later than June 30, 2013. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$28,500. Our invoices for these fees will be rendered for 75% at the time that fieldwork is completed and 25% when a draft report is provided and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,



Dixon, Waller & Co., Inc.

RESPONSE:

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

By: _____
Title: _____
Date: _____

ITEM NO. 8c

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

ITEM: Resolution supporting the agreement between the City of Trinidad, Colorado, and the State Board of the Great Outdoors Colorado Trust Fund for the Boulevard Addition Project

**REQUEST
MADE BY:** Planning Director Louis Fineberg

**CONTENTS/
COMMENTS:** Resolution and agreement

ITEM NO. 8c

CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO SUPPORTING THE AGREEMENT BETWEEN THE CITY OF TRINIDAD, COLORADO, AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE BOULEVARD ADDITION NATURE PARK LAND ACQUISITION PROJECT

WHEREAS, the City of Trinidad supports the completion of the Boulevard Addition Nature Park Land Acquisition Project; and

WHEREAS, the City of Trinidad has received a grant from Great Outdoors Colorado to fund the Boulevard Addition Nature Park Land Acquisition Project, subject to the execution of a grant agreement.

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 hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Section 2. The City Council of the City of Trinidad authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement and application.

Section 3. This resolution is to be in full force and effect from and after its passage and approval.

APPROVED and ADOPTED this 15th day of January, 2013.

BERNADETTE BACA GONZALEZ,
MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

GRANT AGREEMENT

DATE: _____

PROJECT:

Project Title: Boulevard Addition Nature Park Land Acquisition
Contract Number: 13021
Completion Date: December 11, 2014

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Grantee: City of Trinidad

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee's Project Application on December 11, 2012, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit A.
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$180,880.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project no later than December 11, 2014 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.
8. **Disbursement of Funds.** Prior to closing, GOCO will conduct a review of the due diligence documents associated with any land acquisition component of the Project, as described in GOCO's "Due Diligence Requirements Supplement for Local Park and Outdoor Recreation Land Acquisitions" (the "Due Diligence Requirements Supplement"), available at www.goco.org

or by contacting GOCO. GOCO reserves the right, in its sole discretion, to review other documents related to the transaction, even if not specifically mentioned in the Due Diligence Requirements Supplement. Once GOCO has approved all of the due diligence for a land acquisition component, GOCO will make payment by wiring funds to closing.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the purchase price of any interest in real property described in the Project Application, which may not exceed the fair market value as established by appraisal, and for costs associated with the Project, including expenses for a title policy (including endorsements and other title company charges); an appraisal; contract or “outside” attorneys’ fees; an environmental hazards assessment; development of a management plan; a survey, if needed; a geologist’s letter, if needed.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.).

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, acquisition of a different property than that presented in the Project Application, a reduction in acres acquired, a reduction in the total cost of the Project, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Property and Project Operation and Maintenance.**

a. Grantee shall continue ownership of the property acquired with the Grant (the “Property”) and manage the Property for the purposes specified in the Project Application indefinitely.

- b. Failure to comply with the provisions of Paragraph 13 may be deemed a breach by Grantee under Paragraph 21, below.
- c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project or the Property.
- d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project indefinitely. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

- a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.
 - i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.
 - ii. The Board may withhold payment pending evidence of placement of permanent signage.

- b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.
- g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.
- b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no

provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the due diligence documentation, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO's review of the due diligence are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ___ day of _____ 2012.

STATE BOARD OF THE GREAT

GRANTEE:

OUTDOORS COLORADO TRUST FUND

City of Trinidad

By: _____
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____

**EXHIBIT A
RESOLUTION**

CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO SUPPORTING THE AGREEMENT BETWEEN THE CITY OF TRINIDAD, COLORADO, AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE BOULEVARD ADDITION NATURE PARK LAND ACQUISITION PROJECT

WHEREAS, the City of Trinidad supports the completion of the Boulevard Addition Nature Park Land Acquisition Project; and

WHEREAS, the City of Trinidad has received a grant from Great Outdoors Colorado to fund the Boulevard Addition Nature Park Land Acquisition Project, subject to the execution of a grant agreement.

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 hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Section 2. The City Council of the City of Trinidad authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement and application.

Section 3. This resolution is to be in full force and effect from and after its passage and approval.

APPROVED and ADOPTED this 15th day of January, 2013.

BERNADETTE BACA GONZALEZ,
MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

**EXHIBIT B
PROJECT BUDGET**

(Submit a new budget if the project numbers have changed.)

& REVISED TIMELINE

Section 4 – Budget

City of Trinidad – Boulevard Addition Parkland Acquisition Proposed Budget PROJECT COST

	GOCO	Applicant	Landowner	[Partner]	[Partner]	Total
Cash						
Land Acquisition	172,480	73,920				246,400
Appraisal	4200	1800				6,000
Closing Costs	350	150				500
Environmental Assessment	1050	450				1,500
Geologist's Mineral Statement	1050	450				1,500
Outside Legal Services	1400	600				2,000
Mapping/Survey	350	150				500
In-Kind						
Appraisal	██████████					0
Environmental Assessment	██████████					0
Geologist's Remoteness Letter	██████████					0
Legal Services	██████████					0
Mapping/Survey	██████████					0
TOTALS	180,880	77,520				258,400

PROJECT VALUE

Total Uses of Funds					258,400
Donated Land Value					0
<i>Project Value</i>					258,400

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	30%/Total Costs	\$77,520	\$77,520	Yes
Minimum Cash Match	10%/Total Costs	\$25,840	\$77,520	Yes

CALCULATION OF GOCO %

GOCO % of Total Costs	70.0%
GOCO % of Project Value	70.0%



EXHIBIT C
SUMMARY OF
OVERDUE GRANTS POLICY
(For information only -
GOCO's full Overdue Grants Policy
can be found at www.goco.org)



Summary of Great Outdoors Colorado Overdue Grants Policy
See www.goco.org or call 303-226-4500
for a complete copy of the Overdue Grants Policy

Grant is current and the original due date is applicable.

GOCO Staff ("Staff") will send a letter to the Grantee within 60 days of the project's anticipated due date to remind Grantee that the final report will soon be due. This letter will also remind the Grantee of GOCO's policy for project modifications and project extensions.

Failure to complete the project by the original due date, or by any extended due dates authorized by GOCO as discussed below, may result in the de-authorization of the grant by the GOCO Board ("Board"). Also, failure to complete the project by the applicable due date may result in the applicant being suspended from applying in pending or future grant cycles.

Grant is current and the original due date is applicable, but the grantee needs to request an extension.

If the Grantee needs to extend the original due date of the current project, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director of GOCO ("Executive Director") that outlines the specific need for the extension, known as a *Request for a Staff Extension*. Staff extensions do not exceed 90 days. GOCO Staff have the discretion to grant one 90-day extension if the request is deemed reasonable and warranted. Staff will notify the Grantee in writing of the decision to grant or deny the request for a staff extension.

Failure to submit the *Request for a Staff Extension* to the Executive Director 30 days prior to the original due date may result in the de-authorization of the grant by the Board. If the Grantee needs an extension of more than 90 days, the Grantee shall forgo the staff extension and apply for a Board extension as discussed below.

Grant is current and the Grantee has already received a staff extension and desires further extension by the Board, OR the Grantee elects to forgo the staff extension in favor of seeking a Board extension.

If the Grantee needs an extension in addition to the staff extension, or has elected to forgo the staff extension, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director that outlines the specific need for the extension, known as a *Request for a Board Extension*. The Grantee's *Request for a Board Extension* will be considered by the Board at its next scheduled meeting. The Board has the sole discretion to grant or deny the requested extension. The grant will not be considered overdue while the request for extension is pending.

Failure to submit the *Request for a Board Extension* to the Executive Director 30 days prior to the original due date or staff extended due date may result in the de-authorization of the grant by the Board.

Grant is overdue; the original due date or extended due date has passed.

If the Grantee has not fulfilled the requirements of the GOCO grant award, and has not completed the project by the original due date set forth in the Grant Agreement or by any extended date(s) as approved by GOCO, staff will send a *De-authorization Warning* letter to the Grantee no later than 60 days after the applicable due date has passed.

The *De-authorization Warning* letter will state that the grant shall be presented to the Board for de-authorization or other appropriate action at the next scheduled Board meeting. The Grantee must respond to the *De-authorization Warning* letter at least 14 days prior to that Board meeting. The Board has the sole discretion to de-authorize the grant, extend the due date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award. Staff will notify the Grantee in writing of the Board's decision. If an extension is not granted, a written *Notice of De-authorization* will be sent to the Grantee.

Failure to respond to the *De-authorization Warning* letter will result in an automatic de-authorization of the grant and will result in the applicant being suspended from applying in pending or future grant cycles.

Please contact Jackie Lecce or Jake Houston at 303.226.4500 with any questions regarding GOCO's overdue grants policy.

ITEM NO. 8d

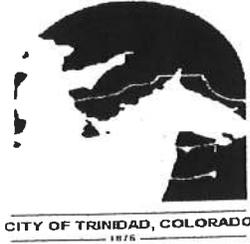
ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

ITEM: Consideration of a letter of support for Governor's Cabinet visit for Summer of 2013

**REQUEST
MADE BY:** CWC Director Tara Marshall

**CONTENTS/
COMMENTS:** Letter of support

ITEM NO. 8d



City of Trinidad
Office of the Mayor
P.O. Box 880
Trinidad, Colorado 81082
Telephone (719) 846-9843
Fax (719) 846-4140
www.historictrinidad.com

January 4, 2013

Action 22, Inc.
Attn: Cathy Garcia
P.O. Box 697
Pueblo, CO 81003

Dear Ms. Garcia,

I am writing this letter to encourage support for the City of Trinidad's proposal to host the Governor's Cabinet this summer. Trinidad is very excited about this opportunity and would like to commend Action 22 for bringing these important guests to Southeast and Southern Colorado. Trinidad serves as an important gateway to our beautiful state, so come visit our city where all roads lead to the heart of our downtown corridor. Our district has been recognized as both a National Historic District as well as an Emerging Creative District. We are home to a high concentration of art galleries, studios, restaurants, a theatre and many other creative retail spaces.

Our community is very excited about this opportunity. In anticipation, we have assembled many partners to support and participate in this event such as Trinidad State Junior College, Las Animas County, Pioneer Natural Resources, Norwest, the Trinidad Community Foundation and the Trinidad and Las Animas County Chamber of Commerce. It would be our pleasure to host the Governor's Cabinet and we strongly encourage you to approve our proposal.

Best Regards,

Bernadette Baca Gonzalez
Mayor

ITEM NO. 8e

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON January 15, 2013

ITEM: Consideration of Amendment to Water Lease Agreement by New Elk Coal Company

**REQUEST
MADE BY:** New Elk Coal Company

**CONTENTS/
COMMENTS:** Amendment to Water Lease Agreement

ITEM NO. 8e

AMENDMENT TO WATER LEASE AGREEMENT

1. **PARTIES.** The parties to this Amendment to Water Lease Agreement ("Amendment") are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), and **NEW ELK COAL COMPANY, LLC**, a Kansas limited liability company ("Lessee").

2. **RECITALS.** The parties entered into a Water Lease Agreement on March 4, 2011. That Water Lease Agreement is attached as **Exhibit A**. In 2012, pursuant to paragraph 4.A. of the Water Lease Agreement, Lessee paid \$25,000 for 50 acre feet of Tier 1 Water. Additionally, in 2012 pursuant to paragraph 4.B. of the Water Lease Agreement, Lessee paid \$50,000 for 100 acre feet of Tier 2 Water. As of the date of this Amendment, Lessee has not taken delivery of any of the 150 acre feet leased for 2012. New Elk has requested that the City "carryover" the 150 acre feet past April 1 of 2013 and make it available until March 31 of 2014.

NOW, THEREFORE, the parties agree as follows:

3. **CARRYOVER INTO 2013.** Conditioned upon Lessee's payment of \$25,000 on or before January 31, 2013 for the 2013 Tier 1 Water, the City will carryover one hundred (100) acre feet of the 2012 water into 2013 (April 1 of 2013 through March 31 of 2014). The 100 acre feet will be subject to evaporation losses starting on April 1, 2012 on a pro-rata basis with other water in Trinidad Reservoir.

4. **ONLY AMENDED AS SPECIFIED.** The Water Lease Agreement is only amended as specified above. The provisions of the Water Lease Agreement shall remain in full force and unaffected by this Amendment unless specifically amended by this Amendment. In particular, paragraph 7 of the Water Lease Agreement shall remain in full force and effect. The City may not be able to release water to New Elk in the event of a drought or other circumstances as set forth in that paragraph.

5. **REFUND OF FEES.** In the event the City is unable to release the 100 acre feet carried over, there shall be no refund to Lessee. In the event the City is unable to release any of the 50 acre feet of Tier 1 Water, there shall be a refund of the Tier 1 payment made on or before January 31, based on a payment for of \$500 per acre foot for any water the City cannot release that New Elk orders and has a beneficial use for. The result is that as long as the City can release at least 50 acre feet from April 1, 2013 to March 31, 2014, but cannot release additional amounts pursuant to paragraph 7, there shall be no refund.

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

CITY OF TRINIDAD,
a Colorado municipal corporation

By: _____

Its: _____

Dated: _____.

ATTEST:

City Clerk

LESSEE:

**NEW ELK COAL COMPANY, LLC, a Kansas
limited liability company**

By: _____

Its: _____

Dated: _____.