



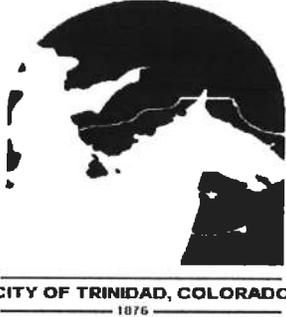
CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council will hold its regular Work Session on
Tuesday, February 26, 2013 at **2:15 p.m.**
City Hall Council Chambers, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. Introduction of Arts and Culture Advisory Commission applicant
3. Discussion regarding National Public Gas Agency Gas Supply Agreement - John Harms, Director of Wholesale Gas Operations
4. Presentation on services offered by the Southern Colorado Economic Development District – Doug Dowler, Executive Director
5. Consideration of 3rd Amendment to provide untreated water to Colarelli International Resorts and Fine Living, LLC – Jim Fernandez, Utilities Superintendent
6. Consideration of proposed ordinance amending Chapter 10, Municipal Court, Section 10-5, Municipal Judges – Appointment; oath; salary; powers; - by adding subsection (6) to provide the Municipal Judge the authority to order restitution – Les Downs, City Attorney
7. Discussion regarding directives on marijuana issues – Les Downs, City Attorney
8. Discussion of other agenda items

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).



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 26, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Introduction of Arts and Culture Advisory Commission applicant

PRESENTER: Audra Garrett, City Clerk

RECOMMENDED CITY COUNCIL ACTION: Add to March 5th agenda for consideration of appointment

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Bonnie Canizaro has submitted a letter of interest to serve on the Arts and Culture Advisory Commission.
- Her appointment would result in the composition of the board being full.
- Her appointment would extend to January 7, 2014.
- The applicant has been asked to attend the work session to be introduced.

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Arts and Culture Council
City Hall
Trinidad, Colorado

February 6, 2013

To Whom It May Concern:

I would like to express my interest in serving on the Arts and Culture Council for Trinidad, Colorado. I have been interested in the arts for most of my life and would like to return some of the joy I have received from all the exhibits and other artistic endeavors by working for art and culture in my community.

I moved to Trinidad September 29, 2011 to serve as the new pastor for the United Presbyterian Church in the city. I grew up in Austin, Texas, and have been active in the Royal Court Players (drama group) in high school, won ribbons (including the tri-color for best in division) in flower shows, majored in speech and drama at Baylor University, and have read widely in many of the arts. Three of my daughters are artists, and two of them have a painting on display this month at the "Intensity" exhibit. Now I mostly take photographs, one of which was in the local paper.

In a book I wrote in 2003, *Seasons of Lovers* by Mary Carol Lewis (my pen name), I painted time as seen in nature with these words in "Not Alone."

"These majestic gray-green stones were not dropped from heaven.

Eons ago they were deposited in the bowels of the earth

Under the ground that became this magnificent mountain.

And little by little, as the centuries passed the upheavals came to stand them upright,

And the top soil washed away. And the wind and rain rubbed them smooth

And deposited sand at their base and turned them from white to gray

And the green tuffs of moss and brown tatters of lichens attached to their thin stone skin...

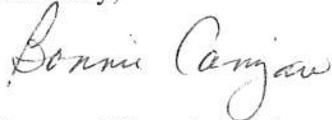
And so what is this *time* I am concerned about? Creating and healing and change take time:

Sometimes eons, sometimes decades and sometimes weeks.

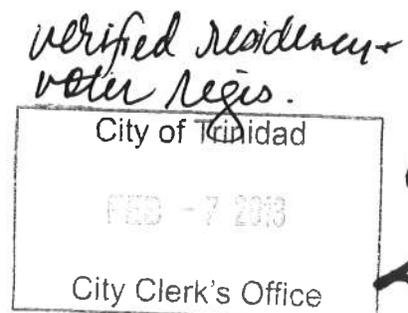
Now I am healing and creating and changing, and I am not alone."

Please consider my interest in serving on the Arts and Culture Council in Trinidad.

Sincerely,



Reverend Bonnie Canizaro
721 Pine St.
Trinidad, CO
(719) 422-8035



City of Trinidad

NPGA Gas Supply Contract Highlights

February 26, 2013

NPGA is a non-profit joint action group consisting solely of municipal gas system members.

Trinidad holds a seat on the NPGA Board of Directors.

Existing Member Gas Supply Agreement with NPGA expires March 31, 2015.

New agreement has 10 year initial term with automatic rollover provisions.

The NPGA would like to extend term of Member Gas Supply Agreements at this time to allow the Board to take advantage of relatively low future gas prices.

Member Gas Supply Agreement allows termination at any time by giving notice 36 months in advance of early termination.

The NPGA Board annually adopts a Budget and Rate Package:

Estimate of "high" end of cash flow requirements.

Estimate of "high" end of billing rate.

Schedule of rates includes storage credits and early pay credits.

Pipeline transportation costs are a direct pass-through (less the storage credit).

3-2



Forward Curve Comparison Over Time

NYMEX Forward Curve
\$/MMBtu

NYMEX Settlement, Current Meeting (12/7/2012), Last Meeting (9/10/2012)



NPGA Rate Comparison for the City of Trinidad*
February 26, 2013

City of Trinidad
Comparison of Base Rate to Actual Cost of Gas

Period	Net Billing Rate	Early Pay Discount	Net Gas Rate	Base Rate	Difference
APR09-MAR10	\$4.75	(\$0.23)	\$4.52	\$5.95	(\$1.43)
APR10-MAR11	\$5.23	(\$0.55)	\$4.68	\$5.64	(\$0.96)
APR11-MAR12	\$4.62	(\$0.50)	\$4.12	\$5.35	(\$1.23)
APR12-DEC12	\$4.36	(\$0.47)	\$3.89	\$5.33	(\$1.44)
Projection for APR13-MAR14	\$4.66	(\$0.50)	\$4.16	\$5.13	(\$0.97)

City of Trinidad
Value of Storage Credit (\$72,816/year)

Period	Net Gas Rate	Storage Credit	Net Gas Cost	Base Rate	Difference
APR09-MAR10	\$4.52	(\$0.11)	\$4.41	\$5.95	(\$1.54)
APR10-MAR11	\$4.68	(\$0.13)	\$4.55	\$5.64	(\$1.09)
APR11-MAR12	\$4.12	(\$0.13)	\$3.99	\$5.35	(\$1.36)
APR12-DEC12	\$3.89	(\$0.12)	\$3.77	\$5.33	(\$1.56)
Projection for APR13-MAR14	\$4.16	(\$0.12)	\$4.04	\$5.13	(\$1.09)

* Does not include CIG pipeline transportation costs which are direct pass-through

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CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 26, 2013
PREPARED BY: Louis
Fineberg, Planning Director
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Doug Dowler – Executive Director, Southern Colorado Economic Development District (SCEDD)

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: No action required.

SUMMARY STATEMENT: The Executive Director or SCEDD will give a brief presentation on services offered by the Development District.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE:

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The Southern Colorado Economic Development District is a non-profit organization whose membership is the twelve counties of Southeastern Colorado. The organizations primary focus is to provide economic development planning and technical assistance to the twelve member counties. The City of Trinidad is currently a member of SCEDD.

A



Council Communication

City Council Meeting: February 26, 2013 Work-Session

Prepared by: Linda Vigil

Reviewed by: Les Downs and Jim Fernandez

Dept. Head Signature: _____

of Attachments: 3

SUBJECT: Consideration of 3rd Amendment to provide untreated water to Colarelli International Resorts and Fine Living, LLC

Presenter: Jim Fernandez

Recommended City Council Action: Consideration of 3rd Amendment to provide untreated water agreement between Colarelli International Resorts and Fine Living, LLC and the City of Trinidad

Summary Statement: Colarelli International Resorts and Fine Living LLC has requested consideration of payment installments for the 2012 Annual and 2013 Installment Payments. Colarelli has requested consideration from the city to accept ten (10) monthly installments for the repayment of two (2) separate charges due in 2013. The first charge is the 2012 Annual Payment in the amount of \$69,453.68, which was due February 8, 2013, pursuant to ¶ 4.2 (b) of the original Agreement and the second charge is the 2013 Installment Payment in the amount of \$70,200, which is due March 31, 2013 pursuant to ¶ 4.2 (a)(ii) of the Agreement.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: N/A

Alternative: N/A

Background Information: On March 20, 2012, the City of Trinidad entered into the 2nd Amendment to the Agreement with Colarelli International Resorts and Fine Living, LLC, which is nearly identical, to the proposed agreement; however affecting the 2011 Annual Payment and 2012 Installment Payments over six-month period. Colarelli has expressed the desire to amend the Agreement in order to allow for payment of the 2012 Annual and 2013 Installment Payments, plus interest, over a ten (10) month period. In addition, Colarelli satisfied all requirements of last year's agreement in a timely manner.

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Sherman & Howard L.L.C.

ATTORNEYS & COUNSELORS AT LAW
90 SOUTH CASCADE AVENUE, SUITE 1500
COLORADO SPRINGS, COLORADO 80903-4576
TELEPHONE: (719) 475-2440
FAX: (719) 635-4576
WWW.SHERMANHOWARD.COM

Scott J. Mikulecky
Direct Dial Number: (719) 448-4048
E-mail: smikulecky@shermanhoward.com

February 13, 2013

Mr. Tom Acre
City Manager
City of Trinidad
135 N. Animas, P.O. Box 880
Trinidad, CO 81082

RE: Water Payments for Colarelli International Resorts & Fine Living, LLC

Dear Mr. Acre:

We represent Colarelli International Resorts & Fine Living, LLC and have been asked to assist in structuring a payment plan for paying Invoice No. 3150 as well as the final installment on the water agreement. We would like to pay the two outstanding balances in twelve equal monthly installments. Please let me know if this is acceptable.

Thank you for your assistance.

Sincerely,



Scott J. Mikulecky

SJM/cs

Linda

From: Mikulecky, Scott J. [smikulecky@shermanhoward.com]
Sent: Thursday, February 21, 2013 10:34 AM
To: 'Linda'
Subject: RE: Colarelli International Resorts & Fine Living, LLC

Sorry for the delay. 10 month is fine, although we prefer 12 month if possible.

Scott J. Mikulecky
Sherman & Howard L.L.C.
90 S. Cascade Avenue, Suite 1500
Colorado Springs CO 80903
(719)475-2440
(719)635-4576 facsimile
Smikulec@sah.com

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From: Linda [mailto:linda@historictrinidad.com]
Sent: Thursday, February 21, 2013 9:51 AM
To: Mikulecky, Scott J.
Subject: RE: Colarelli International Resorts & Fine Living, LLC

Hi Scott-

I was checking if you have heard from Colarelli concerning the 10-month or 12-month payment plan. Let me know.

Thanks,

Linda Vigil

City of Trinidad

5-3

P.O. Box 880

Trinidad, CO 81082

719-846-9843 Extension 124

Email: linda@historictinidad.com

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-----Original Message-----

From: Mikulecky, Scott J. [<mailto:smikulecky@shermanhoward.com>]

Sent: Wednesday, February 20, 2013 10:32 AM

To: 'Linda'

Subject: RE: Colarelli International Resorts & Fine Living, LLC

Thanks very much, Linda. I greatly appreciate it!

Let me check with my client and get back to you soon.

Scott J. Mikulecky
Sherman & Howard L.L.C.
90 S. Cascade Avenue, Suite 1500
Colorado Springs CO 80903
(719)475-2440
(719)635-4576 facsimile
Smikulec@sah.com

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From: Linda [<mailto:linda@historictrinidad.com>]
Sent: Wednesday, February 20, 2013 9:37 AM
To: Mikulecky, Scott J.
Cc: Jim Fernandez; Les Downs
Subject: Colarelli International Resorts & Fine Living, LLC

Good morning Scott-

We are in receipt of your letter concerning the payment plan for 2012 Annual and 2013 Installment Payments for Colarelli International Resorts & Fine Living, LLC. In your letter and our phone conversations, you expressed the possibility of a 12-month payment plan for the two payments. We would like to propose a 10-month payment plan in order to avoid payments going beyond the 2013 year and into the 2014 year. Please keep in mind that I will be billing in December 2013 or January 2014 for this year's non-potable water use. At your earliest convenience, please provide your thoughts and comments as soon as possible.

Also, I am in process of gathering the payment agreement and plan for your review. I should be finished with the document sometime today and I will forward a copy for your review and consideration.

Thanks,

Linda Vigil

City of Trinidad

P.O. Box 880

Trinidad, CO 81082

719-846-9843 Extension 124

Email: linda@historictrinidad.com

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5-5

**THIRD AMENDMENT
TO AGREEMENT TO PROVIDE UNTREATED WATER**

This Third Amendment to Agreement to Provide Untreated Water ("Amendment") is effective this _____ of March, 2013 between the City of Trinidad, a municipal corporation of the State of Colorado ("City"), and Colarelli International Resorts & Fine Living, LLC, a Colorado limited liability company ("Colarelli"). The City and Colarelli shall be collectively referred to as the "Parties."

Recitals

- A. The City and Coastal/Trinidad, LLC ("Coastal") executed the Agreement to Provide Untreated Water on May 21, 2002 ("Agreement").
- B. Coastal assigned its rights under the Agreement to Trinidad Golf, LLC ("Trinidad Golf"), pursuant to the Assignment of Agreement to Provide Untreated Water dated December 21, 2004.
- C. Trinidad Golf executed the Collateral Assignment of Agreement to Provide Untreated Water on November 15, 2007 in favor of Bank of Wyoming and its successor National Servicing and Administration, LLC ("NSA").
- D. The City, Colarelli, Trinidad Golf, and NSA executed the Assignment and Amendment of Agreement to Provide Untreated Water on August 2, 2011, pursuant to which, among other things, Trinidad Golf assigned its rights under the Agreement to Colarelli.
- E. Colarelli, Colarelli Loan Procurement, LLC, and Colarelli Construction, Inc., executed the Collateral Assignment of Water Agreement on September 14, 2011 in favor of NSA.
- F. Colarelli has not yet paid sixty-nine thousand four hundred and fifty-three dollars and sixty-eight cents (\$69,453.68), which was due by February 8, 2013 pursuant to 4.2(b) of the Agreement ("2012 Annual Payment") by agreement of the parties.
- G. Colarelli would be in default of the Agreement if it does not timely pay seventy thousand two hundred dollars (\$70,200), on March 28, 2013 pursuant to 4.2(a)(ii) of the Agreement ("2013 Installment Payment").
- H. The City and Colarelli desire to amend the Agreement to allow Colarelli to pay the 2012 Annual and 2013 Installment Payments, plus interest, over a ten (10) month period in ten (10) separate payments and to eliminate the requirement for the City to provide two notices of default.

AGREEMENT

THEREFORE, in consideration of the foregoing, the parties hereby agree to the following:

1. The Parties specifically amend the following provisions of the agreement with regard to the 2012 Annual and 2013 Installment Payments only.
 - a. Paragraphs 4.2 (a)(ii) and 4.2(b) of the Agreement shall be amended. Colarelli shall make the 2013 Installment Payment of seventy thousand two hundred dollars (\$70,200), plus interest in ten (10) payments over a ten (10) month period. Colarelli shall make the 2012 Annual Payment of sixty-nine thousand four hundred fifty-three dollars and sixty-eight cents (\$69,453.68), plus interest, in ten (10) payments over a ten (10) month period.
 - i. The Parties agree that Colarelli shall owe the City \$146,518.79 or One hundred forty-six thousand five hundred eighteen dollars and seventy-nine cents in principal and accrued interest associated with the 2013 installment and the 2012 Annual Payments. This amount was computed based on the table attached as Exhibit A.
 - ii. The Parties agree that Colarelli shall make ten (10) payments of \$14,651.88 or Fourteen thousand six hundred fifty-one dollars and eighty-eight cents, which shall be received by the City no later than the 15th day of each month beginning on March 15, 2013 and continuing until December 15, 2013. This amount was computed based on the table attached as Exhibit A.
 - b. Paragraph 13.1 of the Agreement shall be amended solely for purpose of the payments outlined above to provide for one Notice of Default for payment made pursuant to this Amendment. The requirement that the City send two Notices of Default shall continue to apply to all other payments under the Agreement. Specifically, the parties agree that if Colarelli fails to timely make any payment specified in ¶ 1.a.ii. of this Amendment, then the City shall immediately issue a Notice of Default and shall suspend water releases or deliveries to Colarelli. The City shall only resume water releases or deliveries to Colarelli when and if Colarelli pays the monthly payments when due and owing pursuant to ¶ 1.a.ii. of this Amendment. If Colarelli has not paid the monthly payments when due and owing pursuant to ¶ 1.a.ii. of this Amendment within ninety (90) days of the Notice, then the Agreement shall be null and void and the City shall be relieved of all obligations and shall have no obligation to release or deliver water to Colarelli for use on the Golf Course Property. The City shall not be obligated to send a Second Notice of Default before exercising its rights set forth herein.

2. All provisions of the Agreement shall remain in full force and effect, unless specifically modified by this Amendment. Except as specifically modified herein for the 2012 Annual Payment, ¶ 4.2(b) of the Agreement shall dictate when Colarelli shall make annual payments to the City. Except as specifically modified herein for the 2013 Installment Payment, ¶ 4.2(a)(ii) of the Agreement shall dictate when Colarelli shall make installment payments to the City. Except as specifically modified herein for the 2012 Annual and 2013 Installment Payments, ¶ 13.1 of the Agreement shall dictate the City's remedies for defaults by Colarelli.

IN WITNESS WHEREOF, the Parties have signed and delivered this Amendment as of the Effective Date, which may be executed in any number of facsimiled counterparts, each of which shall be deemed to be an original.

COLARELLI:

Colarelli International Resorts & Fine Living, LLC,
a Colorado limited liability company

By: Colarelli Construction, Inc. a Colorado corporation, as
Manager

By: _____

Name: _____

Title: _____

State of Colorado)
)ss.
County of El Paso)

The foregoing instrument was acknowledged, before me this _____ day of March 2013, by _____, as _____ of Colarelli Construction, Inc. as Manager of Colarelli International Resorts & Fine Living, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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CITY:

City of Trinidad,
a municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

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Agreement to Provide Untreated Water Dated May 21, 2002
 Colarelli and City of Trinidad
 PAYMENT SCHEDULE

EXHIBIT A

All Due February 15, 2014
 with no reductions

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Installment	3/15/2013	4/15/2013	5/15/2013	6/15/2013	7/15/2013	8/15/2013	9/15/2013	10/15/2013	11/15/2013	12/15/2013
2012 Annual Payment	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37
Non-Potable Water Lease	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37
Principal	\$69,453.68	\$62,508.31	\$55,562.94	\$48,617.57	\$41,672.20	\$34,726.83	\$27,781.46	\$20,836.09	\$13,890.72	\$6,945.35
Interest Per Month	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Interest Per Day (30 das)	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%
Interest Per Day	\$23.15	\$20.84	\$18.52	\$16.21	\$13.89	\$11.58	\$9.26	\$6.95	\$4.63	\$2.32
Date Due	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013	2/8/2013
Date of Payment	3/15/2013	4/15/2013	5/15/2013	6/15/2013	7/15/2013	8/15/2013	9/15/2013	10/15/2013	11/15/2013	12/15/2013
Number Days in Arrears	36	30	30	30	30	30	30	30	30	30
Total Interest by Due Date	833.40	625.08	555.63	486.18	416.72	347.27	277.81	208.36	138.91	69.45
Principal	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37	6,945.37
Total Interest & Principal	7,778.77	\$7,570.45	\$7,501.00	\$7,431.55	\$7,362.09	\$7,292.64	\$7,223.18	\$7,153.73	\$7,084.28	\$7,014.82
Principal Balance Due	\$62,508.31	\$55,562.94	\$48,617.57	\$41,672.20	\$34,726.83	\$27,781.46	\$20,836.09	\$13,890.72	\$6,945.35	(\$0.02)

2013 Installment Payment

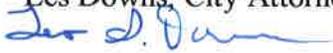
Principal	\$70,200.00	\$63,180.00	\$56,160.00	\$49,140.00	\$42,120.00	\$35,100.00	\$28,080.00	\$21,060.00	\$14,040.00	\$7,020.00
Interest Per Month	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Interest Per Day (30 das)	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%	0.0333%
Interest Per Day	\$23.40	\$21.06	\$18.72	\$16.38	\$14.04	\$11.70	\$9.36	\$7.02	\$4.68	\$2.34
Date Due	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013	3/28/2013
Date of Payment	3/15/2013	4/15/2013	5/15/2013	6/15/2013	7/15/2013	8/15/2013	9/15/2013	10/15/2013	11/15/2013	12/15/2013
Number Days in Arrears	0	18	30	30	30	30	30	30	30	30
Total Interest by Due Date	0.00	379.08	561.60	491.40	421.20	351.00	280.80	210.60	140.40	70.20
Principal	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00	\$7,020.00
Total Interest & Principal	\$7,020.00	\$7,399.08	\$7,581.60	\$7,511.40	\$7,441.20	\$7,371.00	\$7,300.80	\$7,230.60	\$7,160.40	\$7,090.20
Principal Balance due	\$63,180.00	\$56,160.00	\$49,140.00	\$42,120.00	\$35,100.00	\$28,080.00	\$21,060.00	\$14,040.00	\$7,020.00	\$0.00
101st PAYMENT DUE ON	\$14,798.77	\$14,969.53	\$15,082.60	\$14,942.95	\$14,803.29	\$14,663.64	\$14,523.98	\$14,384.33	\$14,244.68	\$14,105.02
15TH DAY OF EACH MONTH	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88	\$14,651.88

5-10



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 26, 2013
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Ordinance amending Chapter 10, Municipal Court, Section 10-5, Municipal Judges – Appointment; oath; salary; powers – by adding subsection (6) to provide the Municipal Judge the authority to order restitution

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the ordinance

SUMMARY STATEMENT: The proposed ordinance would provide the Municipal Court Judge the authority to seek restitution for victims of damage or injury

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Judge Garcia asked that this ordinance be drafted for Council's consideration

6

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10, MUNICIPAL COURT, SECTION 10-5, MUNICIPAL JUDGES – APPOINTMENT; OATH; SALARY; POWERS - BY ADDING SUBSECTION (6) TO PROVIDE THE MUNICIPAL JUDGE THE AUTHORITY TO ORDER RESTITUTION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that Section 10-5(6) of Chapter 10, of the Code of Ordinance, Municipal Judges - Appointment; oath; salary; powers, is hereby enacted as follows:

Section 10-5(6). The Municipal Judge is empowered to order a defendant who is found guilty of violating any provision of the City of Trinidad Municipal Code or any of the ordinances of the City, or who is granted a deferred prosecution or deferred sentence, to make restitution or reparation, or both, to the victim of the defendant's conduct for the damage or injury sustained.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 2013.

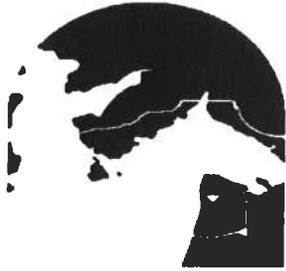
FINALLY PASSED AND APPROVED this ____ day of _____, 2013.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2013.

BERNADETTE BACA GONZALEZ,
Mayor

ATTEST:

AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 26, 2013
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Directives on Marijuana Issues

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: None at this time.

SUMMARY STATEMENT: Discussion with City Council regarding directives on Marijuana Issues.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Discussion regarding directives on marijuana issues due to recently passed marijuana bill.