



CITY OF TRINIDAD
TRINIDAD, COLORADO

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

The following items are on file for consideration of Council:

****PROCLAMATION – “A YEAR OF WATER EDUCATION – 2013”**

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of April 16, 2013, Special Meeting of April 23, 2013
- 3) **PUBLIC HEARING**
 - a) New Beer and Wine liquor license request by Mount Carmel Health, Wellness & Community Center at 911 Robinson Avenue
 - b) New Arts liquor license request by Southern Colorado Repertory Theatre, Ltd., at 131 W. Main Street
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
 - a) Tony Diego, Third Judicial District Juvenile Diversion Program Update
- 5) **COUNCIL REPORTS**
- 6) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 7) **UNFINISHED BUSINESS**
 - a) Hotel and restaurant liquor license renewal request by Fisher’s Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge at 3130 Santa Fe Trail Drive
- 8) **MISCELLANEOUS BUSINESS**
 - a) 3.2% Beer Retail (Off-Premises) renewal request by Safeway Stores, Inc. d/b/a Safeway Store #722 at 457 W. Main Street
 - b) Special events permit request (malt, vinous and spirituous) by Trinidad Area Arts Council at 130 E. Main Street for May 18, 2013
 - c) New Hotel & Restaurant liquor license request by RGS Sawaya, LLC d/b/a Café What a Grind at 341 N. Commercial Street
 - d) Consideration of Water Rights Lease and Re-Vegetation Agreement with Albert Anthony and Phyllis E. Blasi
 - e) Consideration of Facility Use and Concessionaire’s License Agreement for the grandstands at Central Park with Creative Sale, Inc.
 - f) Transfer of ownership of 3.2% Beer (On-Premises) License request by Creative Sale, Inc. at 700 Smith Street (Formerly Trinidad & Las Animas County Chamber of Commerce)
 - g) Temporary permit request by Creative Sale, Inc. at 700 Smith Street
 - h) Consideration of Professional Services Agreement with A-E Design for Monument Lake Fish Hatchery and Zoo National Register Nomination and Construction Documents

8) **MISCELLANEOUS BUSINESS (Cont.)**

- i) First reading of an ordinance amending Chapter 14, Planning and Zoning, Division 11, Zone District Regulations for the PUD – Planned Unit Development District, Section 14-74, Conditional Uses, Section 14-76(4)(b) and (6), Standards and Design Requirements, Section 14-78(4), Review and Approval, Section 14-79, Failure to Meet Development Schedule, and Section 14-80, Zoning Review, of the Code of Ordinances of the City of Trinidad, Colorado, to provide greater flexibility within the Planned Unit Development Zoning District, and setting a hearing date for consideration of said ordinance
- j) Consideration of Agreement with Colorado Department of Local Affairs for participation in the Best and Brightest Program
- k) Transfer of ownership of a Retail Liquor Store License request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue (formerly Kenneth R. Gegelman d/b/a Trinidad Beer, Liquor & Wine Depot)
- l) Temporary permit request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue

9) **BILLS**

10) **PAYROLL**, April 27, 2013 through May 10, 2013

11) **ADJOURNMENT**

Office of the Mayor
Trinidad, Colorado
Proclamation



"A YEAR OF WATER EDUCATION"
2013

WHEREAS, Trinidad area citizens experienced a successful inaugural Trinidad Water Festival in 2012; and

WHEREAS, in view of the persisting severe drought conditions our area is experiencing, and in an effort to further promote public awareness of this most important and precious natural resource and the necessity of its conservation and protection, it is paramount to continue to educate the public; and

WHEREAS, education and water awareness are fundamental steps in helping the citizens of Trinidad and Las Animas County understand the growing needs for the limited water supplies and the need to find ways to enhance supplies and promote conservation to provide water for all needs and uses as we continue to grow; and

WHEREAS, the health and well-being of the citizens of Trinidad and Las Animas County is decisively dependent on a clean and sustainable water supply; and

WHEREAS, the City of Trinidad, purveyor of the water utility to community residents, has been a proponent of water conservation, responsible use and protection from pollution, recognizing that this resource is integral to our economic, societal, and environmental well-being, and critical to our community's agricultural and recreational vitality; and

WHEREAS, the City of Trinidad is committed to joining in the effort to educate our public on the importance of water and its conservation to ensure reliable and sustainable water supplies for future generations by participating in the Community Water Festival and other educational opportunities, and implementing conservation practices through a Water Conservation Plan.

NOW, THEREFORE, I, Bernadette Baca Gonzalez, Mayor of the City of Trinidad, Colorado, do hereby proclaim 2013 as:
"A YEAR OF WATER EDUCATION"
in the City of Trinidad to celebrate the value of water and stress the imperativeness of its conservation and protection.

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

Mayor _____

Date _____



The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, April 16, 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:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

PROCLAMATION – YEAR OF THE LUDLOW CENTENNIAL, APRIL 20, 2013 – APRIL 20, 2014. Mayor Baca Gonzalez told those present that this is a part of the process to honor the coal mining tradition and history. She thanked Mr. Bob Butero for his work to bring this 100 year anniversary of the Ludlow Massacre to state and national attention. The proclamation was read aloud. Mayor Baca Gonzalez called on Tara Marshall to share what will occur with the proclamation. Ms. Marshall told Council and those present that there will be four separate but similar proclamations adopted this week, one each from the City of Walsenburg City Council, Las Animas County Commissioners, City of Trinidad City Council and Huerfano County Commissioners. Each will have three original copies and those originals will be disseminated to the United Mine Workers of America (UMWA) office in Washington, D.C., the UMWA office in Denver, CO, and the third will be presented to Governor Hickenlooper at 2:30 p.m. this Friday at the Capital when he will sign an executive order to establish the Ludlow Commission and these proclamations along with the executive order will become part of the historical record of the state of Colorado. She thanked Mr. Butero for this effort adding that he had been asked if Southern Colorado would lead the way and he stepped up. Mr. Butero addressed Council. He told those present that on May 18, 1918, the UMWA erected a monument at Ludlow and every year since they have held an annual service to commemorate the people who lost their lives. Those miners set the table and the ones who followed stood on their shoulders with respect to better health and safety conditions and pay. He continued that the strike began on September 23, 1913 and continued until December, 1914, however it was unsuccessful as it didn't lead to unionization or a collective bargaining agreement. It did however lead to the Wagner Act under the Roosevelt Administration, which allowed workers in this country the right to organize. This year's service has been moved from June to September 22nd and they will commemorate the start of the strike. Next year he said they will hold the service on May 18, 2014, commemorating the erection of the statue. He said the monument was named a national historic landmark three years ago by the National Park Service and is the only one in the United States dedicated to labor so we should all be proud of it. Many people have family or friends who were coal miners and much of the architectural design in Trinidad was done by immigrants that came here to mine. Trinidad once was the second largest city in Colorado. Mr. Butero thanked the Mayor and City Council for the proclamation and said he looks forward to people attending the series of events in Southern Colorado and Colorado as a whole. This commemoration is garnering international attention as well as national attention.

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of April 2, 2013. A motion to approve the minutes as presented was made by Councilmember Bolton and seconded by Councilmember Shew. The motion carried by a unanimous roll call vote, excepting Councilmember Velasquez who abstained due to her absence from that meeting.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. A. R. Mitchell Museum Events. Steve Mascaranas on behalf of the A. R. Mitchell Museum addressed Council to update them about four upcoming events. First he reminded them of the gigantic art garage sale from 10 a.m. to 5 p.m. this Saturday and from 12 p.m. to 4 p.m. on Sunday. He added that food will be available. Next he reported that on Saturday, April 27th from 10 a.m. to noon there will be a free kids art workshop for the artocade. It is open to 20 kids, so he encouraged those interested to call to reserve a spot. Mr. Mascaranas said the next event will be their Cinco de Mayo event on May 5th at 5:30 p.m. and will feature "Our Trails" opening show. The show will run through September 30th. Attendees are encouraged to bring a dish from their heritage to share in a giant community potluck. There will be mariachis and other entertainment. Finally this Thursday at the Massari building on the TSJC campus, CU in the Community will present a talk "American Dreams - Baseball and American Society." The cost is \$4.00 per person and all proceeds will go to the museum. All of the events except the last one will be at the Mitchell Museum.

Tree Board/Arbor Day Update. Jennifer Laidig and Martha Fitzgerald addressed Council as co-chairpersons to the recently formed City Tree Board. Ms. Laidig told Council that Asst. Planner Karen Wolf was able to get their first grant for \$2,000 from the Colorado Tree Coalition, matched by the City, for a future comprehensive tree plan. They will focus on the Corazon District initially, and Mark Loveall, the State Forester on the Tree Board, is participating in a tree inventory so he will come to them with experience. She said there are some great community-oriented events planned for Arbor Day and deferred to Ms. Fitzgerald to tell about them. Ms. Fitzgerald invited Council to attend the Arbor Day Events the Tree Board has planned. She told them that at 10:00 a.m. on Thursday, April 25th they will be planting a tree on the TSJC campus across from the Zion Lutheran Church in the play field. Children from two elementary schools as well as college students will be on hand. Also on April 25th at 1:00 p.m. they will plant a tree at Fishers Peak Elementary School. On Saturday, April 27th at 11:00 a.m. the Tree Board is joining with the Community Co-Op where they will be closing Elm Street to celebrate Arbor Day and Earth Day. They will also be having a tree planting at Chestnut and Elm Streets and a tree pruning work shop at the soccer field that afternoon.

COUNCIL REPORTS. Colorado Creative Industries Summit. Councilmember Bolton told Council that last Thursday and Friday she attended the second annual Colorado Creative Industries Summit in Pueblo, which was followed by a Saturday meeting with the Core Creative Industries Group. There were numerous opportunities for networking with technical experts and numerous workshops. She elaborated for those not familiar with Colorado Creative Industries, it is a division of the Office of Economic Development and is designed to build new businesses, additional jobs and provide

revitalized economies. She said that between now and May 24th, the Creative District Steering Committee will be placing a huge emphasis on community involvement because by that time they intend to apply for a real Creative District designation. Currently, the City of Trinidad is an Emerging Creative District. Councilmember Bolton said the committee will be reaching out to the community for letters from individuals and businesses, and will also reach out to Council for a resolution in support. She added that she thinks it is important for Council and the community to realize that a Creative District designation is not just about artists – it's about economic development through creative industries. Councilmember Miles added that she was there one day at the summit. The buzz she got about the Trinidad application was very positive and a lot of complimentary words were said about it. Councilmember Bolton concluded that they are very hopeful to attain the designation, which will come with additional financial and strategic support, recognition, signage, etc. It will really be something big for Trinidad.

Economic Development. Councilmember Miles reported as liaison and a non-voting board member of the Economic Development Council that at their most recent meeting the board became fully populated with the addition of the following Board Members: Pete Frasier, Wayne Pritchard, Marsha Royce, Leeann Fabec and Tom Acre. She said she thinks people are excited to have critical mass and she hopes for good things. She named the standing members as Kelly Smith, Steve Heller, Trish Keck and Barbara Howard, for a total of nine members. There were more applications than positions to fill the seats.

Electric Rates. Councilmember Miles reported that there has been a Bill introduced in the State Senate, SB 13-252, to increase the renewable energy requirements on rural electric co-ops. If approved it would potentially increase rates because renewable energy is more expensive than existing fossil fuel resources. She explained that while there's no direct impact on Trinidad as a municipal utility or ARPA which is not a co-op, it could affect San Isabel Electric Association which could affect the City's transmission rates. She said they'll learn more at ARPA's meeting next week.

REPORT BY CITY MANAGER. **Library.** City Manager Acre called to Council's attention that at their seating places was information about the Carnegie Public Library going electronic whereby they will be offering e-books. The library has been testing it out and will be able to do this inexpensively using funds that they would otherwise use to buy books. The program is used fairly widely. He concluded that a press release will be done.

Energy Workshop. City Manager Acre reminded Council of the energy workshop next week and said he hoped it will be well attended. He said he thinks it will start a discussion on how the businesses can cut their costs and be more successful.

Art Show. Council was informed by City Manager Acre that there is an art show for young artists tomorrow from 6:00 p.m. to 7:30 p.m. at SCRT. The artists consist of about 300 students from Trinidad High School, Trinidad Middle School, and the COG children's center. He said the invitation just came to the City today.

Trinidad Feasibility Study. City Manager Acre said he, Planning Director Louis Fineberg, the Mayor, and Ed Trommter are having discussions with a group taking a look at Trinidad for a feasibility study, taking an entrepreneurial approach using empty buildings and working with land owners to see if it can be converted into usable space and environmental-friendly operations in the City, such as for agri-tourism. The group is called Fair and Free. They are willing to come down to see Trinidad on their own dime, but with a little help with a place to stay and transportation. He said he'd get more information out as he gets it. City Manager Acre clarified that this group approached the City.

Economic Development Council Conference. City Manager Acre reported on the Economic Development Council conference he attended in Colorado Springs a couple of weeks ago. He said it was well worth attending. He said he learned the difference between the United States' schools and some of the European and Asian schools is that the European and Asian schools are teaching physics in the sixth grade. He said he'll pass that information along to the school district. There is a group out of Colorado Springs heading an effort in the United States to get kids more interested in school in a different manner. He said he also met with a gentleman who is going to give him some information about a program about having people in the community help themselves to bring them up to a higher level, such as a welfare recipient.

Joint City/County Meeting. City Manager Acre told Council that he and County Administrator Leeann Fabec are planning on a joint City Council/County Commissioner meeting next week, on Tuesday, April 23rd at 3:00 p.m. in Council Chambers. He said he would protect the work session to keep the agenda light. He concluded that the joint meeting is long overdue.

Energy Workshop. Councilmember Bolton asked if the workshop deals specifically with commercial utilities or if it will include residential as well. City Manager Acre answered that it will be targeting commercial users right now, who were not well served in the past. However, he said he didn't think they would turn anyone away. Residential users have been addressed in many areas but there's been no model for commercial buildings.

REPORT BY CITY ATTORNEY. **Stipulation, Agreement and Order.** City Attorney Downs pointed to a Stipulation, Agreement and Order at Council's seating places from the Colorado Department of Revenue regarding a liquor license violation by a license holder. Council will consider a renewal for this evening. It was received yesterday. He commented that the Department of Revenue never lets the City know when they are conducting an undercover sting operation. City Attorney Downs said after receiving this Order he called Department of Revenue to ascertain if they had any other punitive matters. The only other one they had was Penny Saver in Las Animas County. He clarified that the City is not made aware of these matters until after the agreement is done.

Marijuana. City Attorney Downs called to Council's attention at their seating places a news story updating on the issue of marijuana. He said there was a recent news story about legislation in the U. S. House of Representatives to get the Federal government to recognize state action on the utilization of marijuana. There is legislation pending, but it has a long way to go. Councilmember Miles said the legislation appears to have bipartisan support. Mayor Baca Gonzalez urged staff to carefully monitor what the State of Colorado is doing. She said if she reads the legislation correctly they will be licensing facilities after January 1, 2014. She said her fear is that the state will not step up and provide guidance and it will fall to

locals, leaving everyone to deal with very serious issues at the eleventh hour. City Attorney Downs said also that the Amendment 64 Committee recommended that for the first year starting January 1, 2014, only medicinal marijuana dispensaries would be the only point of sale for recreational marijuana. He also noted that an article in the paper regarding Pueblo County reported that they collected \$58,000 last year from eight dispensaries. He said that's not bad for a business that doesn't have to account for their actual revenue.

COMMITTEE REPORTS. Tree Board Update. The report was provided under Petitions or Communications, Oral or Written.

UNFINISHED BUSINESS. None.

MISCELLANEOUS BUSINESS. Appointment of Mayor Pro-Tem. City Manager Acre reminded Council of their previous discussion about correcting something that had been done against the Charter for a few years. Mayor Pro-Tem Shew's term being up, Council needs to appoint a new Mayor Pro-Tem. Pursuant to the Charter, Council needs to make the appointment following their regular election when seated in January. To get us back on course, he reminded Council of their discussion in appointing Councilmember Velasquez for the remainder of her term. It sets the stage to appoint a new Mayor Pro-Tem in January. Councilmember Velasquez has agreed to take on that task. Councilmember Miles moved to appoint Councilmember Velasquez by acclamation. Councilmember Bolton seconded the motion, which carried unanimously.

Special event permit request (malt, vinous and spirituous) by Southern Colorado Repertory Theatre at 131 W. Main Street for May 3, 4, 5, & 10, 2013. Tara Marshall addressed Council on behalf of the applicant as a board member. She said the events on May 3, 4, & 5th is a Peter Pan performance involving about 30 children from the community – the youth theatre company annual event. On May 10th there is a traveling musical act about the Ludlow Massacre. Mayor Baca Gonzalez asked if this permit is in lieu of a regular liquor license. Ms. Marshall said this is a separate application. The tavern license which SCRT has applied for is in process. These events are prior to the tavern license consideration. SCRT would be allowed up to 15 days under a special event permit. Since the premise is not yet permitted under a regular license they are able to use the special events permit, as they have for the past few years. Councilmember Bonato commented that he doesn't have a problem issuing a special events permit to SCRT, but had some issues he wanted to address. He said he thinks SCRT is a great asset to the City but he has concerns about issuing a regular liquor license. He asked for answers when this comes back to Council. Councilmember Bonato said he believes SCRT is family oriented, with children and college students participating in plays. He listed his concerns as follows: 1) There are four liquor licenses within 100 feet of each other – Mantelli's Bar, Bella Luna, Mission at the Bell Restaurant, and Main Street Tap House; 2) What is the total capacity of the building and does it include staff? 3) According to the detailed map provided, it only shows the ground level. Are there any fire escapes or doors to the mezzanine? 4) How do you control loitering and smokers? Where do people have to go to smoke? 5) Has SCRT thought about if they move that they would need to apply for another liquor license? 6) How does Council know if volunteers are properly trained to serve alcohol? (Ms. Marshall said for their events they have been TIPS certified.) 7) Right now the City has 36 or 37 licenses. It seems like we have more bars than restaurants. Where do we draw the line? Ms. Marshall said those questions will be addressed collectively at the hearing. Mayor Baca Gonzalez verified that the special events permit only encompasses the first floor of the facility, so there's no concern about exits, etc. Ms. Marshall pointed to the fire plan included in the application. She offered to answer any questions relative to these four special event permits. There were none. Councilmember Bolton asked if the Building Inspector's concerns about there being holes in the ceiling have been addressed. Ms. Marshall said she would follow up on it. She reported that 50% of their audiences for performances have been new attendees since they've moved to Main Street.

A motion to approve the special events permit as requested was made by Councilmember Mattie and Councilmember Shew seconded the motion. Roll call was taken and the motion carried with all Council members voting aye except Councilmember Miles who abstained as a member of the SCRT Board.

Special event permit request (malt, vinous and spirituous) by Mount Carmel Health, Wellness and Community Center at 911 Robinson Avenue for April 27, 2013. Mayor Baca Gonzalez asked if a representative was present. City Clerk Garrett advised Council that Scott Candland, representing the applicant, had verbally notified her of their intent to withdraw the application, however hadn't received anything in writing as of yet. Councilmember Bolton moved to table the request to the next meeting and the motion was seconded by Councilmember Velasquez. The motion carried unanimously upon roll call vote.

Modification of premises application filed by Image Hospitality, LLC d/b/a Quality Inn at 3125 Toupal Drive. Harry Patel addressed Council on behalf of the applicant. Mayor Baca Gonzalez noted that the application is to add a new deck at the rear of the establishment with access from the bar to the patio. Mr. Patel confirmed that to be correct. Councilmember Bolton commented that it appears to be a nice addition to the establishment. She moved to approve the request and Councilmember Bonato seconded the motion. Upon roll call vote the motion carried unanimously.

Special event permit request (malt, vinous and spirituous) by Arthur Roy Mitchell Memorial, Inc. at 150 E. Main Street for May 5, 2013. Cy Michaels, a member of the Board for the A. R. Mitchell Museum, addressed Council on behalf of the applicant. She said the Board has been working very hard to keep the Mitchell in the forefront versus years past when it was only active during tourist season. She said this application is for their Cinco de Mayo event where they will offer tours and explain about the art work and hold a heritage potluck. A motion to approve the request was made by Councilmember Miles. The motion was seconded by Councilmember Velasquez and carried by a unanimous roll call vote with the exception of Mayor Baca Gonzalez who abstained as a member of the Board.

Hotel and restaurant liquor license renewal request by Fisher's Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge at 3130 Santa Fe Trail Drive. Mayor Baca Gonzalez noted the absence of a representative. Councilmember Bolton moved to table consideration of the license renewal. Councilmember Miles asked if this is the same licensee that Council received information (Stipulation, Order and Agreement) about this evening. City Attorney Downs advised that it is. The motion was seconded by Councilmember Shew and carried by a unanimous roll call vote. Mayor Baca Gonzalez asked City Attorney Downs if he would be prepared to provide input on whether the Stipulation, Order and Agreement has an impact on the eligibility of its renewal. City Attorney Downs assured that he would be.

Appointments to the Tourism Board. Mayor Baca Gonzalez reminded Council that Cy Michaels qualifies under the lodging category for the board. Councilmember Mattie moved for the appointment of Cy Michaels to the Tourism Board and the motion was seconded by Councilmember Shew. Upon roll call vote, the motion carried unanimously. Mayor Baca Gonzalez announced that John Parenti and Liz Torres are vying for the same seat on the Board under the category of business or activity which serve tourists. She stated that Mr. Parenti qualifies as a volunteer at the A. R. Mitchell Museum and Ms. Torres owns two businesses. Councilmember Velasquez nominated Liz Torres for the vacancy. Councilmember Bonato seconded the nomination. Roll call was taken and the motion carried with Councilmember Bolton casting the only dissenting vote. She explained that with all due respect to Ms. Torres, that she felt the education and previous marketing experience of Mr. Parenti makes him a better candidate.

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

PAYROLL, March 30, 2013 through April 12, 2013 & April 13, 2013 through April 26, 2013. A motion to approve the payroll was made by Councilmember Mattie and seconded by Councilmember Shew. The motion carried unanimously.

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 – Quarterly informal City Manager review of performance and relationship to Council. Councilmember Velasquez made a motion to enter into executive session for the stated purpose and the motion was seconded by Councilmember Bolton. The motion carried unanimously and the executive session ensued at 8:07 p.m. Upon conclusion of the executive session at 9:17 p.m. the meeting resumed.

Conversations with Council. It was discussed and agreed to that the next Conversations with Council will be held on April 30th at the senior center from noon until 2:00 p.m.

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 Bonato. 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, April 23, 2013 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, April 23, 2013 at 1:30 p.m. in the Council Chambers at City Hall

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

- 1) Special event permit request (malt, vinous and spirituous) by Trinidad-Las Animas County Hispanic Chamber of Commerce at 206 N. Animas Street for May 4, 2013 (Cinco de Mayo celebration)
- 2) Special event permit request (malt, vinous and spirituous) by Trinidad-Las Animas County Hispanic Chamber of Commerce at 201 W. Main Street for May 5, 2013 (Cinco de Mayo celebration)
- 3) Special event permit request (malt, vinous and spirituous) by Trinidad & Las Animas County Chamber of Commerce at 150 E. Main Street for May 11, 2013 (Chenoweth Award Dinner)

The meeting was called to order at 1:32 p.m.

Roll call was taken.

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

The pledge of allegiance was recited.

Special event permit request (malt, vinous and spirituous) by Trinidad-Las Animas County Hispanic Chamber of Commerce at 206 N. Animas Street for May 4, 2013 (Cinco de Mayo celebration). Jay Martinez and Yolanda Romero addressed Council on behalf of the applicant. Mr. Martinez told Council they are planning two events over the weekend. On May 4th they will have a dance at Sebastiani Gym featuring a live band from Denver, food and drinks. The doors open at 6:00 p.m. and the dance will be from 7:00 p.m. to midnight. On Sunday, May 5th they will have an event where the street will be closed from Animas Street to Commercial Street. They will have a car show, a fire department tough-man competition, a carnival, jump house, and piñatas for the children, music and a beer garden behind the Black Jack's restaurant building. He added that the exit light at Sebastiani Gym has been fixed. A motion to approve the permit as requested was made by Councilmember Velasquez and seconded by Councilmember Shew. The motion carried unanimously upon roll call vote.

Special event permit request (malt, vinous and spirituous) by Trinidad-Las Animas County Hispanic Chamber of Commerce at 201 W. Main Street for May 5, 2013 (Cinco de Mayo celebration). Mr. Martinez told Council that every dime that comes in from these events will go towards a scholarship. They are trying to raise enough money for one more. Councilmember Mattie made a motion to approve the special event permit for May 5th, and the motion was seconded by Councilmember Velasquez. Upon roll call vote the motion carried unanimously.

Special event permit request (malt, vinous and spirituous) by Trinidad & Las Animas County Chamber of Commerce at 150 E. Main Street for May 11, 2013 (Chenoweth Award Dinner). Chamber Secretary Kim Lucero and Treasurer Warren McDonald addressed Council. Ms. Lucero told Council that this application is for their annual Chenoweth Awards Dinner to recognize local businesses in the community. The event will be held at the A. R. Mitchell Museum on May 11th, from 6:00 p.m. until midnight. There will be a social hour, dinner, awards presentation and dance. Councilmember Bolton moved for the approval of the permit and Councilmember Shew seconded the motion. Upon roll call vote, the motion carried unanimously.

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

ATTEST:

BERNADETTE BACA GONZALEZ,
Mayor

AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS:

SUBJECT: New tavern liquor license request by Mount Carmel Health, Wellness & Community Center at 911 Robinson Avenue

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the application.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license. The requirements to be illustrated by the applicant to the local liquor licensing authority are 1) the needs of the neighborhood are not being met by existing establishments; 2) it is the desire of the adult inhabitants of the neighborhood that this license be granted; and 3) the licensee are of good moral character to hold a liquor license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Matters raised during the State's concurrent review have been addressed accordingly.
- To-date, fingerprint results have not been received.
- A petition presented in support of the license issuance was received April 23, 2013 and is included for Council's consideration.



INVESTIGATIVE REPORT

Applicant: Mount Carmel Health, Wellness & Community Center

Business Name: Mount Carmel Health, Wellness & Community Center

Business Address: 911 Robinson Avenue

Date of Application: March 6, 2013

Date Application Filed with Local Authority: March 19, 2013

Type of Request: New License

Type of License: Tavern

Hearing Date: Tuesday, May 7, 2013, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: Liquor License Application - Form #DR8404
Board of Directors Roster
Certificate of Good Standing
Diagram of Premises
Quit Claim Deed
Individual History Records-Form #DR8404-I w/attachments
Letters of Reference
Fingerprints

City Documents: Notice of Public Hearing
Certificate of Mailing
Proof Publication on 4/5/13
Certificate of Posting
Departmental Reports
Correspondence to Applicant
Neighborhood Boundary Map

STATE AND LOCAL FEES -

State Fees:	Investigation	\$1,125.00
	License	500.00
	Manager's Regis.	<u>75.00</u>
	Total	\$1,700.00

Local Fees:	Investigation	\$ 625.00
	License	75.00
	Manager's Regis.	<u>75.00</u>
	Total	\$ 775.00

Local and state fees have been paid. Applicant has been advised the City's and State's investigation fee is non-refundable and in the event the liquor license is denied, license fees only shall be refunded.

LETTERS OF REFERENCE -

The applicant is a non-profit. The officers have no ownership interest in the entity. The officers are:

Jay Cimino, President and CEO, Colorado Springs, CO
Gina Stefanec, Treasurer, Colorado Springs, CO
Angela Ann Cesario, Secretary, Colorado Springs, CO

Scott Candland, Trinidad, CO, has been identified as the proposed Registered Manager.

Letters of reference for Jay Cimino received from:

Lou Mellini, Colorado Springs, CO
Art C. Klein, Colorado Springs, CO
Charles J. Murphy, Colorado Springs, CO

Letters of reference for Gina Stefanec received from:

Trish Ingels, Colorado Springs, CO
Allison R. Johnson, Colorado Springs, CO
Gary Fentiman, Colorado Springs, CO

Letters of reference for Angela Ann Cesario received from:

Thomas M. Haskins, Denver, CO
Brad Harvey, Colorado Springs, CO
Linda L. Weise, Colorado Springs, CO

Letters of reference for Scott Candland received from:

Phil Rico, Trinidad, CO

Mary Lee Biber, Trinidad, CO

Allyson Sheumaker, Trinidad, CO

Three letters of reference each have been verified, as required by ordinance.

FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 3/14//2013. Results had not been received as of the date of this report.

QUIT CLAIM DEED -

Quit Claim Deed dated 8/3/2011 transfers 911 Robinson Avenue from Kip Hampden, LLLP to Mount Carmel Health Wellness and Community Center.

DIAGRAM OF PREMISES -

The diagram identifies Ziccardi Hall, located on level 4, and the upper lobby on level 5 as that proposed to be licensed within the interior of the property. Also proposed for licensure is the amphitheater and parking area on the west side of the facility as well as the reflection garden area on the lowest level of the property at the exterior of the facility.

SALES TAX LICENSE -

Sales Tax License #26595008 was verified.

FOOD SERVICE LICENSE -

The applicant has provided a copy of the required food service license.

NOTICE OF HEARING -

Mailed to applicant - 3/20/13.

Published - 4/5/13.

Posted on the premises - 4/1/13.

DEPARTMENTAL REPORTS -

Fire Chief Leroy Perea conducted his inspection on 4/2/2013 and found the applicant to be in compliance with codes.

Building Inspector Chris Kelley conducted his inspection also on 4/2/2013 and likewise found the applicant to be in compliance with codes.

The Police Department reported having no issues with the application on 4/1/2013.

CORRESPONDENCE TO APPLICANT -

A letter dated 3/25/2013 was sent to Mount Carmel Health, Wellness & Community Center advising of the procedures to follow at the hearing. A sample petition was also provided as well as a map of the designated neighborhood.

ZONING -

The proposed premise is zoned Community Commercial.

SCHOOL DISTANCES -

There is a 500-foot limitation for the Tavern license type specifically; however this proposed premise has been determined to be outside of the 500-foot limitation. The nearest school property is Trinidad High School which is 1,281.40 feet from the nearest point of this property. There is a state-operated head start facility very near this property, however, the Colorado Liquor Code defines school for this purpose as follows: "School" means a public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one to twelve. "Basic academic education" has the same meaning as set forth in section 22-33-104(2)(b), C.R.S." The application to this situation has been verified with the Colorado Liquor Enforcement Division and confirmed that the head start school does not meet the definition of school. The City's Municipal Code does not contain a definition of school in the pertinent chapter.

LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

The neighborhood boundary was set as the corporate boundaries of the City.

There are thirty-seven (37) licensed outlets within the City limit boundary. Of the thirty-seven (37) licensed premises, eleven (11) are licensed as Taverns.

The outlets are:

3.2% - Off	J. R.'S Fuel Stop #810	731 E. Main Street
	J. R.'S #811	110 E. Colorado Avenue
	Safeway Store #722	457 W. Main Street
	Wal-Mart #962	2921 Toupal Drive

Count: 4

3.2% - On Trinidad-Las Animas Cty Chamber 700 Smith Street

Count: 1

Club Elks, BPOE 120 S. Maple

Count: 1

Hotel/Rest. Black Jack's Saloon & Steakhouse 225 W. Main Street
Chef Liu's Restaurant 1423 Santa Fe Trail
Mission at the Bell Restaurant 134 W. Main Street
Quality Inn 3125 Toupal Drive
Rino's Restaurant 400 E. Main Street
Wonderful House Restaurant 415 University Street
Bella Luna Pizzeria 121 W. Main Street
Trinidad Holiday Inn 3130 Santa Fe Trail Drive
Main St. Tap House 308 W. Main Street
Brix 231 E. Main Street
Purgatoire & A Little Catering Co. 516 E. Elm Street
Hotel/Rest w/Op Clubhouse Grille, The 1415 Nolan Dr.

Premises

Count: 12

Liquor Store Drop City Liquor 155 Elm Street
Main Street Liquors 803 E. Main Street
Mountain Liquor 1144 Robinson
Santa Fe Trail Hops & Vines 1530 Santa Fe Trail
Tire Shop Wine & Spirits 601 W. Main Street
Trinidad Beer, Wine & Liquor Depot 900 Arizona Avenue
Arizona Liquor 847 Arizona Avenue
RJ's Discount Liquor 2132 Freedom Road

Count: 8

Tavern Great Wall 321 State Street
El Rancho Cafe 1901 Santa Fe Trail
Gino's Sports Bar 991 E. Main Street
JuJo's Pub and Dance Hall 125 N. Chestnut Street
Lumber Jacks Bar & Grill 1133 N. Linden Ave.
Mantelli's 137 W. Main Street
Monte Cristo Bar 124 Santa Fe Trail
The Park 608 Arizona Avenue

Trinidad Lanes, LLC
Trinidad Lounge
Ole's Tavern

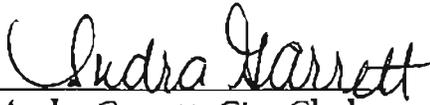
823 Van Buren
421 N. Commercial St.
2833 Toupal Drive

Count: II

Disclosure statements are provided by Councilmember Linda Velasquez and Councilmember Michelle Miles.

Dated this 26th day of April, 2013.

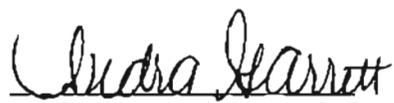
CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of April, 2013, I mailed a copy of the Investigative Report, by Certified Mail, to:

Mount Carmel Health, Wellness & Community Center
911 Robinson Avenue
Trinidad, CO 81082
Certified Mail # 7012 2920 0000 8652 0099


Audra Garrett, City Clerk

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
 • LOCAL LICENSE FEE \$ _____
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation, *NON PROFIT CORPORATION*
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

Individual
 Limited Liability Company
 Association or Other *NON-PROFIT*

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
MOUNT CARMEL HEALTH, WELLNESS & COMMUNITY CENTER Fein Number *27 35 46 373*

2a. Trade Name of Establishment (DBA) *CENTER* State Sales Tax No. *26 595 008* Business Telephone *719-845-4800*
MT. CARMEL HEALTH, WELLNESS & COMMUNITY

3. Address of Premises (specify exact location of premises)
911 ROBINSON AVENUE

City *TRINIDAD* County *LAS ANIMAS* State *CO* ZIP Code *81082*

4. Mailing Address (Number and Street) *P.O. BOX 504* City or Town *TRINIDAD* State *CO* ZIP Code *81082*

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex... \$ 75.00 X _____ Total _____
1905	<input type="checkbox"/>	Retail Gaming Tavern License (City)	1990	<input type="checkbox"/>	Club License (City)
1906	<input type="checkbox"/>	Retail Gaming Tavern License (County)	1991	<input type="checkbox"/>	Club License (County)
1940	<input type="checkbox"/>	Retail Liquor Store License (City)	2010	<input type="checkbox"/>	Tavern License (City)
1941	<input type="checkbox"/>	Retail Liquor Store License (County)	2011	<input type="checkbox"/>	Tavern License (County)
1950	<input type="checkbox"/>	Liquor Licensed Drugstore (City)	2012	<input checked="" type="checkbox"/>	Manager Registration - Tavern
1951	<input type="checkbox"/>	Liquor Licensed Drugstore (County)	2020	<input type="checkbox"/>	Arts License (City)
1960	<input checked="" type="checkbox"/>	Beer and Wine License (City)	2021	<input type="checkbox"/>	Arts License (County)
1961	<input type="checkbox"/>	Beer and Wine License (County)	2030	<input type="checkbox"/>	Racetrack License (City)
1970	<input type="checkbox"/>	Hotel and Restaurant License (City)	2031	<input type="checkbox"/>	Racetrack License (County)
1971	<input type="checkbox"/>	Hotel and Restaurant License (County)	2040	<input type="checkbox"/>	Optional Premises License (City)
1975	<input type="checkbox"/>	Brew Pub License (City)	2041	<input type="checkbox"/>	Optional Premises License (County)
1976	<input type="checkbox"/>	Brew Pub License (County)	2045	<input type="checkbox"/>	Vintners Restaurant License (City)
1980	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (City)	2046	<input type="checkbox"/>	Vintners Restaurant License (County)
1981	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (County)	2220	<input type="checkbox"/>	Add Optional Premises to H & R
1983	<input type="checkbox"/>	Manager Registration - H & R	2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background

56 PL

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License issued Through (Expiration Date)
				FROM	TO
State _____-750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg _____-750 (999)		
Cash Fund New License 2300-100 (999)				TOTAL	
Cash Fund Transfer License 2310-100 (999)				\$.

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet. 5/1/13/2013

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. **SEF ONLY**

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail)

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

Landlord	Tenant	Expires

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
NONE			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes No

 Has a local ordinance or resolution authorizing optional premises been adopted?
 Number of separate Optional Premises areas requested: _____ (See License Fee Chart)

14. **Liquor Licensed Drug Store** applicants, answer the following:
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? **COPY MUST BE ATTACHED.** Yes No

15. **Club Liquor License** applicants answer the following and attach:
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No

 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?
 (Three years required) _____

16. **Brew-Pub License or Vintner Restaurant Applicants** answer the following: Yes No

 (a) Has the applicant received or applied for a Federal Permit?
 (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premise applicants) SCOTT CANDLAND (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. **NO** Yes No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS.** In addition applicant **must list** any stockholders, partners, or members with **OWNERSHIP OF 10% OR MORE** IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
JAY CIMINO	[REDACTED] COLORADO SPRINGS, CO 80906	[REDACTED]	CEO	N/A
GINA STEFANEL	[REDACTED] SPBS, CO 80906	[REDACTED]	TREAS.	N/A
ANGELA ANN CEGARIS	[REDACTED] COLORADO SPRINGS, CO	[REDACTED]	SECY	NA

*If total ownership percentage disclosed here does not total 100% applicant must check this box
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (If applicable) _____ Address for Service _____

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature: [Signature] Title: President Date: 3-4-13

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority: R 3/16/13 filed 3/19/13 Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.: 5/7/2013

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has:
- | | | |
|---|---|-----------------------------|
| <input checked="" type="checkbox"/> Been fingerprinted | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

(Check One)
 Date of Inspection or Anticipated Date 4/10/13
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for <u>Trinidad</u>	Telephone Number <u>(719) 846-9843</u>	<input checked="" type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature _____	Title <u>Mayor</u>	Date _____
Signature (attest) _____	Title <u>City Clerk</u>	Date _____

**Contact Information
Mount Carmel Board of Directors
As of December 4, 2012**

Jay Cimino – President and CEO
1212 Motor City Drive (Office)
Colorado Springs, CO 80905
20 Cypress Lane 80906 (Residence)
719-575-7190 Office
719-332-0660 Cell
jcimino@phillong.com

Chuck Murphy
2245 Broadway (Office)
Colorado Springs, CO 80904
3789 Camelview 80904(Residence)
719-475-1634 Office
719-337-1633 Cell
chuck@murphyconstructors.com

Gina Stefanec – Treasurer
1212 Motor City Drive (Office)
Colorado Springs, CO 80905
32 Elm Avenue 80906(Residence)
719-575-7122 Office
719-491-8798 Cell
gstefanec@phillong.com

Lou Simpleman
605 South Maple (Residence)
Trinidad, CO 81082
719-846-2336 Home
719-859-3883 Cell
lousim@aol.com

Angela Ann Cesario - Secretary
1212 Motor City Drive (Office)
Colorado Springs, CO 80905
4415 Spiceglen Drive 80906 (Residence)
719-540-8938 (Home)
719-575-7057 Office
719-244-0895 Cell
aacesario@mtcarmelcenter.org

Ralph D. Veltri
234 Garcia Street (Residence)
Trinidad, CO 81082
719-845-8330 (Home)
719-680-8330 (Cell)
Gordi1@comcast.net

Felix Lopez
33900 County Road 22.6 (Residence)
Trinidad, CO 81082
Pikes Peak Community College
5675 S. Academy Blvd.
Colorado Springs, CO 80906
719-602-9890 Work
719-502-2541 Home
719-859-0554 Cell
felix.lopez@PPCC.edu

Laurie Yoswa
1212 Motor City Drive(Office)
Colorado Springs, CO 80905
719-243-1501 Cell
lyoswa@gmail.com

Charles Latuda – Emeritus
431 Colorado Avenue
719-846-6423
Trinidad, CO 81082

Jesse Manzanares
122 West First Street (Office)
207 Nona Avenue (Residence)
Trinidad, CO 81082
719-846-4447 Office
719-984-6654 Home
719-859-3920 Cell
JCM6@comcast.net

Lou Mellini
4117 San Felice Point(Residence)
Colorado Springs, CO 80906
719-579-6517 Home
719-440-8700 Cell
lou@kilo943.com

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mount Carmel Health, Wellness and Community Center

is a **Nonprofit Corporation** formed or registered on 07/01/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101373502.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/12/2012 that have been posted, and by documents delivered to this office electronically through 12/13/2012 @ 15:01:18.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 12/13/2012 @ 15:01:18 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8409273.



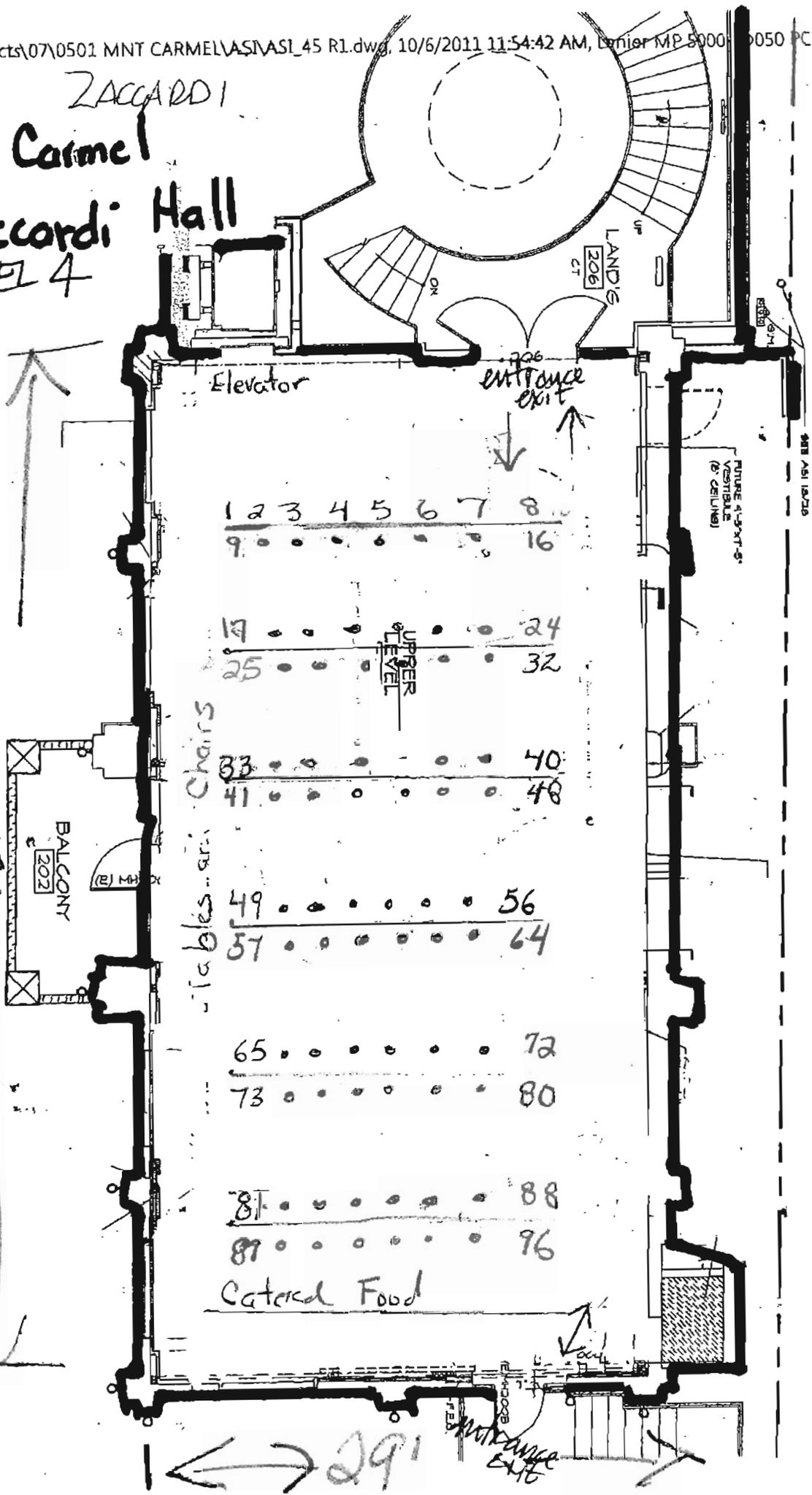
Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click Business Center and select "Frequently Asked Questions."

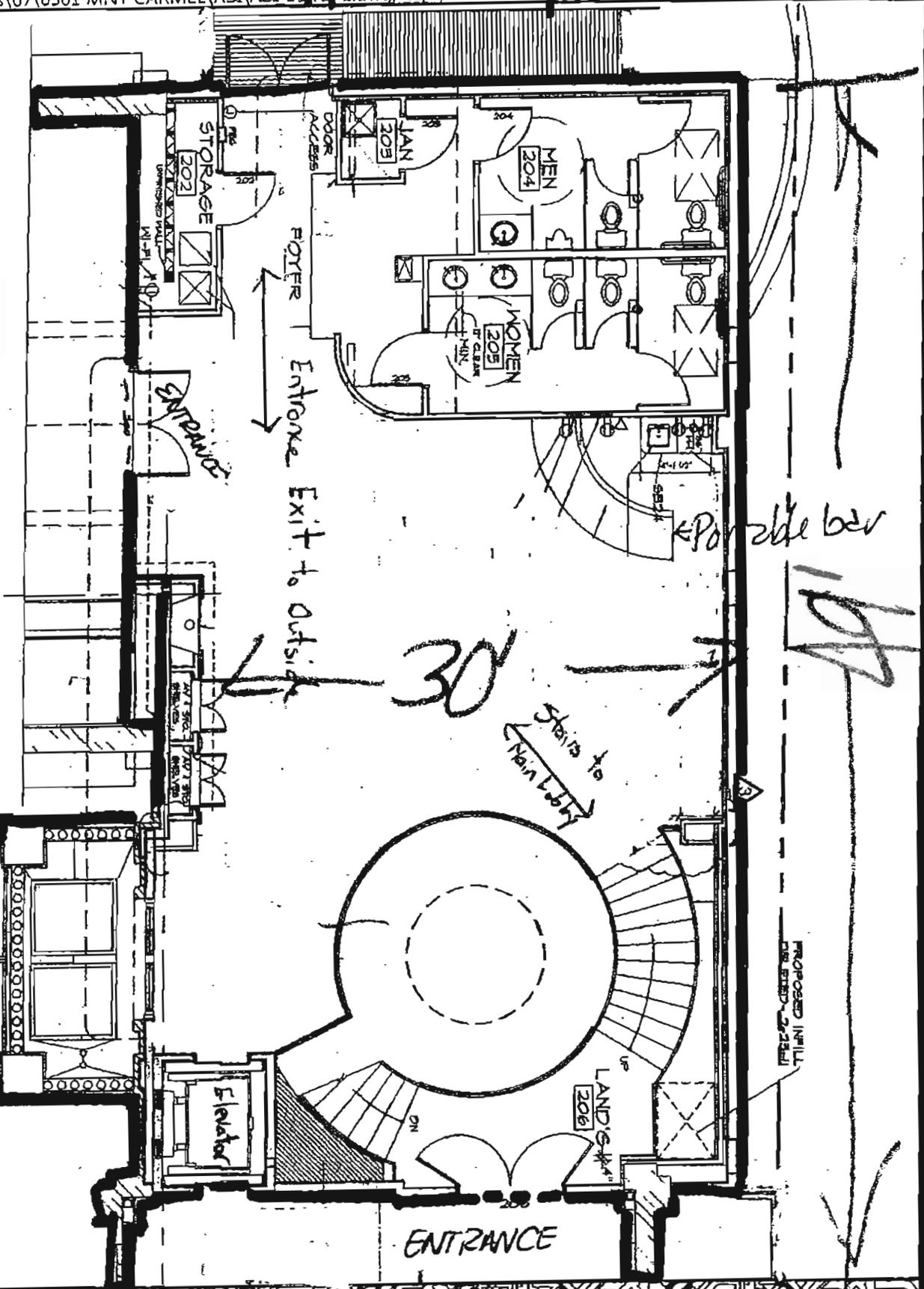
ZACCARDI Mt. Carmel Ziccardi Hall LEVEL 4

591



Mt. Carmel Upper Lobby - LEVEL 5

Q:\ACK\projects\07\0501 MNT CARMEL\AS\AS1 35.R1-1.dwg, 10/6/2011 11:45:51 AM, Lanier MP 5000/LD050 PCL



**LINK
COMMON ROOM 200**

SCALE: 1/8" = 1'-0"

APPENDIX B

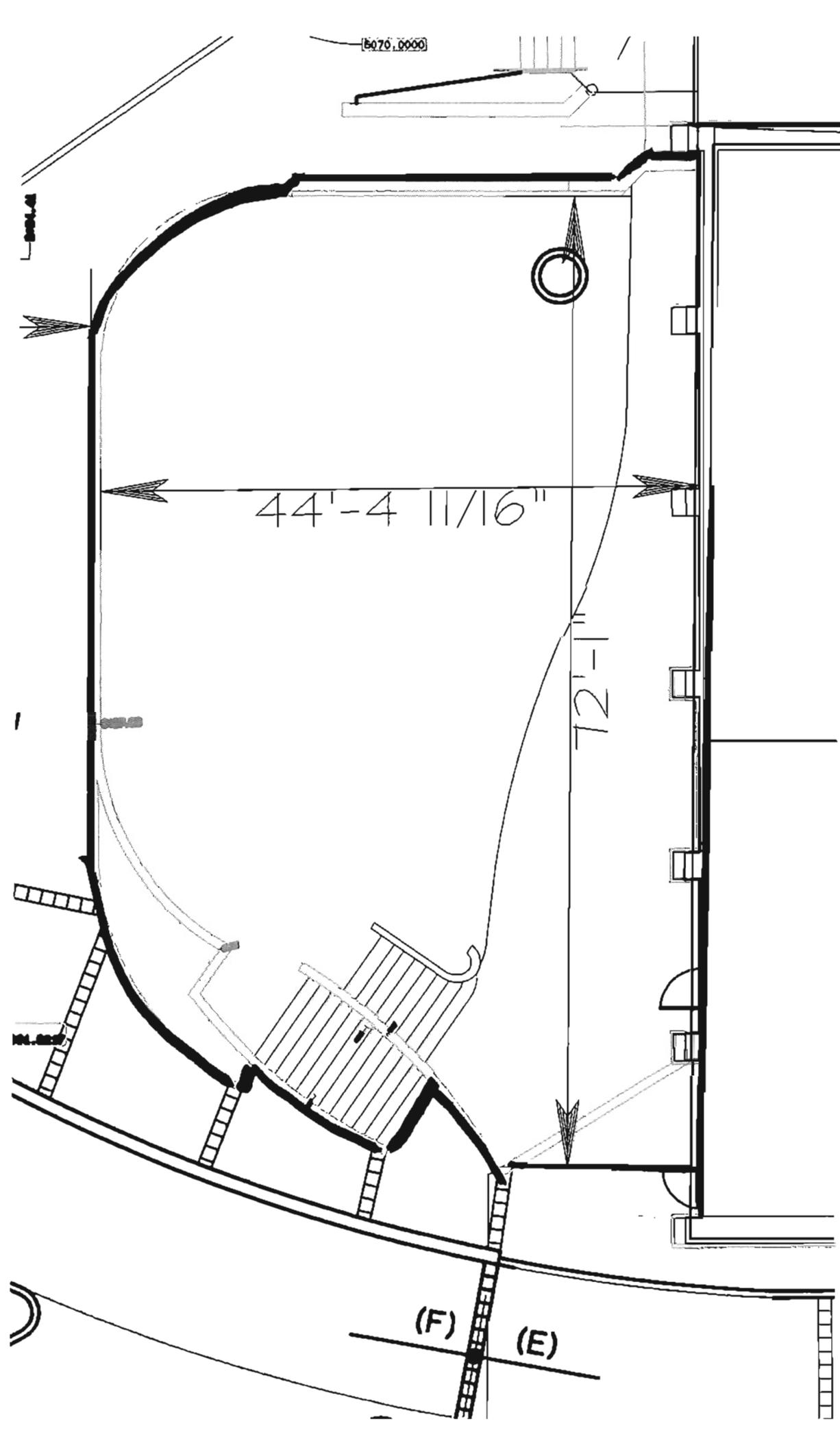
- RA REV. 4-20-11
- RA REV. 5-2-11
- RA5 REV. 5-6-11

**MOUNT CARMEL
LINK CORE AND SHELL**
607 ALTA STREET, TRINIDAD, COLORADO



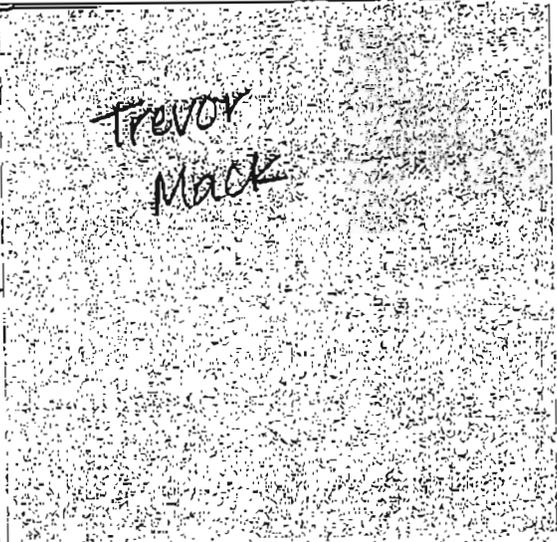
**ART C. KLEIN CONSTRUCTION
INC.**
3370 CHELTON LOOP SO.
COLORADO SPRINGS, COLORADO 80909
719 570-8080

DATE:	5-4-11
JOB NO.:	07-0501
AS1#:	39 R5
OF	4
1	



REFLECTION GARDEN
OUTDOOR AREA
LOWEST LEVEL

**BEFORE THE COLORADO SPRINGS
LIQUOR AND BEER LICENSING BOARD
CITY OF COLORADO SPRINGS
STATE OF COLORADO**
Address: 107 North Nevada Avenue
Council Chambers, City Hall
Colorado Springs, CO 80901



IN THE MATTER OF:

Phil Long Expo Center, LLC.
d/b/a Phil Long Expo Center
1515 Automall Loop
Colorado Springs, CO 80920

Scott Patlin, Prosecuting Attorney
P.O. Box 1575, Mail Code 1540
224 East Kiowa Street, Suite 410
Colorado Springs, CO 80901
Telephone: (719) 385-5925
Fax number: (719) 385-6438
Atty. Reg. #26206

License No: 708589

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

WHEREAS, It has been made to appear to the Liquor and Beer Licensing Board, City of Colorado Springs, State of Colorado, that Phil Long Expo Center, LLC., d/b/a Phil Long Expo Center, 1515 Automall Loop, Colorado Springs, CO 80920, ("Licensee") has violated the statutes and/or the rules and regulations of the State of Colorado, or laws of the City of Colorado Springs governing its Tavern Liquor License in the following particulars:

1. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(I) entitled "Unlawful Acts-exceptions";
2. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(I) entitled "Unlawful Acts-exceptions."
3. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of

twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(l) entitled "Unlawful Acts-exceptions."

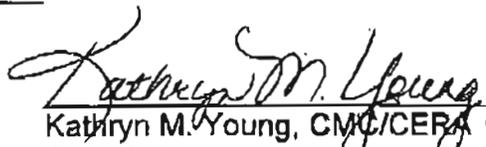
NOW THEREFORE, you are hereby ORDERED to appear before the Liquor and Beer Licensing Board, City of Colorado Springs, State of Colorado, on Friday, October 15th, 2010, at 9:00 a.m. in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, CO 80903, or at such other time and place as the Board may direct to **SHOW CAUSE** why your Tavern Liquor License should not be suspended or revoked as by law provided. Said hearing is conducted pursuant to C.R.S. §12-47-601 and §2.5.601 of the Code of the City of Colorado Springs, 2001 as amended ("City Code") and governed by the Liquor Licensing Authority, City of Colorado Springs, Colorado Rules of Procedure.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. A postponement of the hearing will not be granted except for good cause shown. **If you should fail to appear at the scheduled time and place for the hearing, testimony may be taken in reference to the allegations, upon which evidence your Tavern Liquor License may be suspended or revoked.**

If you have any questions concerning these proceedings, you should contact Scott Patlin, Prosecuting Attorney, at (719) 385-5925.

IT IS FURTHER ORDERED that a copy of this Order and Notice shall be served upon the above-mentioned Licensee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office this 10th day of SEPTEMBER 2010.


Kathryn M. Young, CMC/CERA
City Clerk

I hereby certify that I have served the foregoing **ORDER TO SHOW CAUSE AND NOTICE OF HEARING** on this _____ day of _____, 2010 by personal service to:

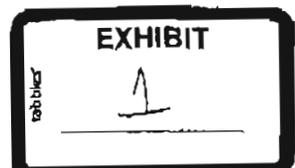
Name: _____

Address: _____

<p>BEFORE THE COLORADO SPRINGS LIQUOR AND BEER LICENSING BOARD CITY OF COLORADO SPRINGS STATE OF COLORADO Address: 107 North Nevada Avenue Council Chambers, City Hall Colorado Springs, CO 80901</p>	
<p>IN THE MATTER OF: Phil Long Expo Center, LLC. d/b/a Phil Long Expo Center 1515 Automall Loop Colorado Springs, CO 80920</p>	<p>License No: 708589</p>
<p>Scott Patlin, Prosecuting Attorney P.O. Box 1575, Mail Code 1540 224 East Kiowa Street, Suite 410 Colorado Springs, CO 80901 Telephone: (719) 385-5925 Fax number: (719) 385-6438 Atty. Reg. #26206</p>	
<p>ORDER TO SHOW CAUSE AND NOTICE OF HEARING</p>	

WHEREAS, it has been made to appear to the Liquor and Beer Licensing Board, City of Colorado Springs, State of Colorado, that Phil Long Expo Center, LLC., d/b/a Phil Long Expo Center, 1515 Automall Loop, Colorado Springs, CO 80920, ("Licensee") has violated the statutes and/or the rules and regulations of the State of Colorado, or laws of the City of Colorado Springs governing its Tavern Liquor License in the following particulars:

1. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(I) entitled "Unlawful Acts-exceptions";
2. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(I) entitled "Unlawful Acts-exceptions."
3. On or about August 7, 2010, the Licensee, and/or its managers, employees or agents, sold, served, gave away or delivered, or permitted the sale, service, giving or procuring of, an alcohol beverage to a person under the age of



twenty-one (21) years, a Confidential Informant, on the licensed premises in violation of C.R.S. §12-47-901(1)(a.5)(I) entitled "Unlawful Acts-exceptions."

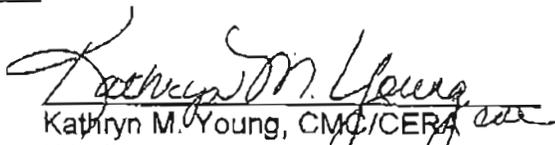
NOW THEREFORE, you are hereby **ORDERED** to appear before the Liquor and Beer Licensing Board, City of Colorado Springs, State of Colorado, on **Friday, October 15th, 2010, at 9:00 a.m.** in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, CO 80903, or at such other time and place as the Board may direct to **SHOW CAUSE** why your Tavern Liquor License should not be suspended or revoked as by law provided. Said hearing is conducted pursuant to C.R.S. §12-47-601 and §2.5.601 of the Code of the City of Colorado Springs, 2001 as amended ("City Code") and governed by the Liquor Licensing Authority, City of Colorado Springs, Colorado Rules of Procedure.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. A postponement of the hearing will not be granted except for good cause shown. **If you should fail to appear at the scheduled time and place for the hearing, testimony may be taken in reference to the allegations, upon which evidence your Tavern Liquor License may be suspended or revoked.**

If you have any questions concerning these proceedings, you should contact Scott Patlin, Prosecuting Attorney, at (719) 385-5925.

IT IS FURTHER ORDERED that a copy of this Order and Notice shall be served upon the above-mentioned Licensee.

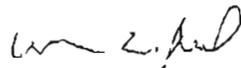
IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office this 10th day of SEPTEMBER 2010.


Kathryn M. Young, CMC/CERA
City Clerk

I hereby certify that I have served the foregoing **ORDER TO SHOW CAUSE AND NOTICE OF HEARING** on this 10th day of SEPTEMBER, 2010 by personal service to:

Name: JULIE JACOBSEN - GENERAL MANAGER

Address: 1515 AUTO MALL LOOP, CSC. 80920


WILL REED
City Clerk's Office

<p>BEFORE THE COLORADO SPRINGS LIQUOR AND BEER LICENSING BOARD CITY OF COLORADO SPRINGS, STATE OF COLORADO Address: 107 North Nevada Avenue Council Chambers, City Hall Colorado Springs, CO 80903</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>IN THE MATTER OF:</p> <p>Phil Long Expo Center, LLC d/b/a PHIL LONG EXPO CENTER 1515 Auto Mall Loop Colorado Springs, CO 80920</p>	
<p>Anthony Moore, Senior Prosecuting Attorney P.O. Box 1575, Mail Code 1540 224 East Kiowa Street, Suite 410 Colorado Springs, CO 80903 Telephone: (719) 385-5925 Fax number: (719) 385-6438 Atty. Reg. # 34812</p>	<p>License No: 708589</p>
<p>STIPULATION AND ADMISSION OF VIOLATION</p>	

This Stipulation by and between the City of Colorado Springs ("City") and Phil Long Expo Center, LLC, d/b/a Phil Long Expo Center, 1515 Auto Mall Loop, Colorado Springs, CO 80920 ("Licensee") is offered for the purposes of stipulating to a disposition of the alleged violations described in the Order to Show Cause and Notice of Hearing, issued to Licensee on or about September 10, 2010, which is attached hereto as Exhibit "1", and incorporated herein by reference.

The City and the Licensee, for the limited purpose of resolving this matter before the Colorado Springs Liquor and Beer Licensing Board (the "Board"), hereby stipulate, submit and agree as follows:

- I. The Licensee admits the violations contained in paragraphs I, II & III of the Order to Show Cause and Notice of Hearing.
- II. As a result of the voluntary admission in paragraphs I, II & III above, the Licensee waives the following rights:
 - a. The right to a hearing before the Colorado Springs Liquor and Beer Licensing Board for the purpose of determining whether the Licensee committed the alleged violations.
 - b. The right to confront witnesses presented by the City to establish the said violations and the right to have issued subpoenas requiring the presence of

persons or the production of papers, books and records necessary for the determination of all issues to be presented to the Board.

III. Licensee represents and states the following:

- a. The admission to the alleged violations is made voluntarily and the admission is not the result of any undue influence or coercion on the part of anyone;
- b. Licensee has had the opportunity to fully consider the consequences of this Stipulation and has had the opportunity to seek legal counsel;
- c. Licensee understands that the Board will not be bound by any representations made to the Licensee by anyone concerning the penalty to be imposed unless those representations are made a part of this written Stipulation;
- d. Licensee understands that, by admitting the alleged violations, the Board will consider the said factual basis to support the occurrence of the alleged violations does in fact exist and Licensee hereby waives the necessity of establishing any additional facts to support a finding of violation for the charges.

IV. The Licensee agrees to the penalty as set forth below as the penalty for its violations of the Colorado Liquor Code as set forth in Paragraphs I, II & III of the Stipulation. The suspension set forth herein is separate and apart from any investigation and/or enforcement action undertaken by the State of Colorado Department of Revenue ("State"), with regard to this matter.

- a. The Licensee agrees that its Tavern Liquor License shall be suspended for a period of **forty (40) days, twenty (20)** of said days to be held in abeyance for a period of **one (1) year** from the date of the adoption of the Stipulation by the Board, on the following conditions:
 - i. That the Licensee commit no further violations of any of the following:
 1. Any violation of Chapter 2, Article 5 of the Code of the City of Colorado Springs, 2001 as amended, or of Title 12, Articles 46 and 47 of the Colorado Revised Statutes, 1973 as amended;
 2. Any violation of any local rules adopted by the Board or of any rules or regulations promulgated pursuant to Title 12, Articles 46 and 47 of the Colorado Revised Statutes, 1973 as amended;
- b. If during the period of **one (1) year** from the date of approval of this Stipulation by the Board the Licensee is in violation of or fails to comply with any of the terms of this Stipulation or if the Licensee is in violation of any

provision of the Colorado Liquor Code, as determined by either the Board or the State, then the Board may, in addition to any other penalty imposed as the result of any other violation of the Colorado Liquor Code, order the Licensee to serve any or all days of the suspension presently held in abeyance pursuant to this Stipulation.

- V. In the event that the Board chooses not to accept the provisions of this Stipulation, Licensee shall be permitted to withdraw its admission to the charges and proceed to hearing on all issues concerning the alleged violations. If Licensee withdraws its admission, this Stipulation shall not be used as evidence or taken into account by the Board in the hearing on the alleged violations or in any subsequent proceeding concerning the alleged violations.
- VI. This Stipulation shall not be effective unless and until approved by the Board.

Dated this 15th day of October 2010.

CITY OF COLORADO SPRINGS
LIQUOR AND BEER LICENSING
BOARD

Chairperson

Kathryn M. Young, CMC
City Clerk

FOR THE CITY ATTORNEY

By: _____
Phil Long Expo Center, LLC
d/b/a Phil Long Expo Center
Colorado Springs, CO 80920
(719) 867-1650

Anthony Moore, Senior Pros. Atty.
Reg. #34812
224 E. Kiowa, Suite 410
Colorado Springs, CO 80903
(719) 385-5925



Thomas M. Haskins III
Attorney at Law
Direct: 303.953.3761
Email: haskinsT@s-d.com

November 15, 2012

To Whom it May Concern:

Re: Application of Mt. Carmel Health, Wellness and Community Center –
Application for Liquor License

Dear Sir or Madam:

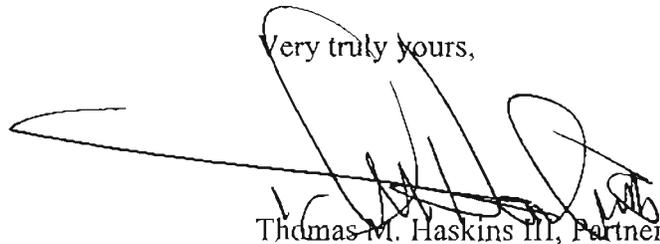
I have known Angela Ann Cesario, Director and Secretary of the Board of Directors for Mt. Carmel Health, Wellness and Community Center.

My wife and I have known Angela Ann for approximately 20 years and have absolutely no reservation in heartily recommending her and commending her character to you for consideration in issuing the license requested.

I will be happy to visit with you at any time should you require more information.

With best regards I remain.

Very truly yours,



Thomas M. Haskins III, Partner

SILVER & DEBOSKEY - A PROFESSIONAL CORPORATION

mess.
3/27/13
e-mail 4/9/13
verified 4/9/13

November 14, 2012

To Whom It May Concern

Re: Application for Liquor License for Mt. Carmel Health, Wellness,
and Community Center – Angela Ann Cesario, Director and Board
Secretary of the Mt. Carmel Board

I have known Angela Ann Cesario for 14 years and found her to be an energetic and civic-minded person operating primarily in the non-profit arena. In addition to her work in the development and operation of the Mt. Carmel project, Angela Ann serves as a director and board secretary for the Trinidad Community Foundation as well as director and board secretary for the PILLAR Institute for Lifelong Learning. I have no hesitation in recommending Angela Ann for the requested license. Should you wish further information, please do not hesitate to contact me.

Sincerely,



Brad Harvey, CIMA[®], CFP[®]
First Vice President – Investments

mess 4/9/13
verified 4/9/13



BOARD of DIRECTORS

Stephannie Finley,
President
Mike Jorgensen,
Treasurer
Gary Peacock,
Secretary

Directors at Large
CJ Moore
Sherril Newell
Charlie Sweet
Jim Johnson
Jermyn Davis
Brad Krekemeier
Katie Stuart
Kevin O'Neil
Linda Weise

415 S. Sahwatch
Colorado Springs, CO 80903
(719) 577-4556
www.coloradospringsconservatory.org

November 20, 2012

To Whom It May Concern:

Please consider the following as a letter of personal endorsement on behalf of Ms. Angela Ann Cesario, an incredible woman whom I have had the privilege and honor of knowing and working with for well over a decade. Through our collective work on many community projects over the years, she has become an inspiring and dear friend who approaches all she does with the utmost integrity, diligence, passion and commitment.

Ms. Cesario currently holds the post of Secretary on the Board of Directors for PILLAR, an organization committed to life-long learning. Her most recent activities have afforded her the opportunity to advocate for the city of Trinidad as the Board Secretary of the Trinidad Community Foundation, a member of History Colorado, Friends of Historical Trinidad, the Trinidad Historical Society and Board advisor to Mt. Carmel Health and Wellness.

Over the years she has set aside time beyond the hours she works, to serve her community in a variety of capacities ranging from the Ft. Carson Army Ball (an incredible event for over 3,500 soldiers getting prepared to deploy overseas) to the annual Palisades Peach Festival (an effort that raises funds for the study of Humanities for senior citizens). Her work ethic, discipline and attention to detail are exemplary in all she approaches. I have never seen her shy away from the hard questions, nor the opportunity to find answers to those that seem to evade even the keenest eye.

I am fortunate to have had the occasion to submit this letter to you on her behalf. It is without hesitation and with utmost sincerity that I would endorse any effort that Ms. Angela Ann Cesario was affiliated with.

Thank you for your time and consideration.

Sincerely,

Linda L. Weise,
Executive and Founding Director

mess. 3/27/13
verified 3/28/13

The Mission of the Colorado Springs Conservatory is to inspire, challenge and motivate students to aspire to their highest potential as human beings and as artists through arts immersion studies and community arts advocacy.



Prudential

Prudential Rocky Mountain, REALTORS®

660 Southpointe Ct., Suite 200

Colorado Springs, CO 80906

Office 719 576 6767 Toll Free 877 576 6767

Fax 719 576 2918

November 13, 2012

To Whom It May Concern,

REFERENCE: GINA STEFANEC

It gives me great pleasure to personally recommend Gina Stefanec.

I have known Gina both professionally and personally for 16 years; I can state that I know her well and over a period of time. I have observed her moral compass and profess I have never seen it waiver; her character is above reproach.

She is one of the hardest workers I know, indefatigable in her work ethic, and always maintains a positive attitude. She is honest, loyal, and someone I am truly proud to call my friend.

If you would like additional information about Gina, you may telephone me at 719-331-7819.

Sincerely,

Trish Ingels
Prudential Rocky Mountain REALTORS®
660 Southpointe Ct
Colorado Springs, CO 80906
Office: 719-785-4141
Cell: 719-331-7819
info@trish-ingels.com
www.trish-ingels.com

mess. 3/27/13
verified 3/27/13

Benefit Dynamics Company

November 16, 2012

To Whom It May Concern:

RE: Gina Stefanec

I have known Gina Stefanec for over 10 years both professionally and personally. I met Gina through her daughter and club volleyball. We have spent many hours together travelling for club volleyball, hosting events and helping to run the club team.

I have also worked with Gina on several different non-profit activities that included Care and Share, The Ronald McDonald House and Namaste Alzheimer Center.

Several years ago my company was hired to consult for the employee benefit program for Phil Long Dealerships. I have had the privilege of working with many members of the Cimino family during this time. Gina has shared with me along the way all of the various plans for Mt. Carmel, from the beginning dream phase through the build out and hiring until the actual completion and grand opening festivities.

As a result of all the different situations that I have been involved in with Gina Stefanec I can unequivocally state that she is organized, dependable, loyal, trustworthy, honest, and able to negotiate, compromise and deal with difficult people and situations.

Please feel free to contact me if you have any additional questions.

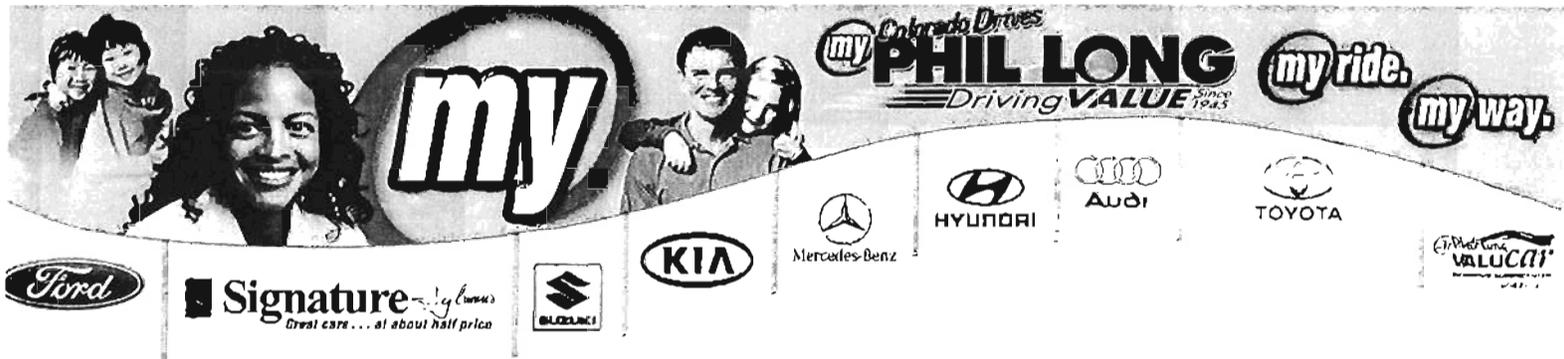
Sincerely,



Allison R. Johnson

Partner

*verified
3/27/13*



November 26, 2012

RE: Gina Stefanec

Dear Sir/Madam,

I, the undersigned, am the Chief Operating Officer, at Phil Long Dealerships, and I am writing this letter to you today on behalf of Gina Stefanec. It has been my pleasure to know personally and work professionally with Gina while she was Vice-President of Graham Advertising (our advertising company) and currently as President of Kip Hampden & Mt Carmel. She has been an asset for the companies she has and is working for; everything that I am about to say is a result of my observations during the past 20+ years.

Gina has lived in Colorado Springs for most of her life, she is involved in her local community as an active participant in many endeavors, her church, her community, and her children's schools.

Gina acts respectfully and diplomatically towards others. She takes her responsibilities seriously and with great pride. She has a high level of business acumen and understands her responsibilities extremely well. She is easy to communicate with and adheres to a high level of decorum.

Gina is a tremendous asset to her family, work and community; I recommend her to you without reservation.

I would like to thank you for considering Gina Stefanec. Should you have any questions, please feel free to contact me at the address listed below or (719) 499-9125.

Respectfully Yours,

Gary Fentiman
Chief Operating Officer
Phil Long Dealerships
1212 Motor City Drive
Colorado Springs, CO 80905

verified 3/27/13

94.3 KILO
colorado's pure rock



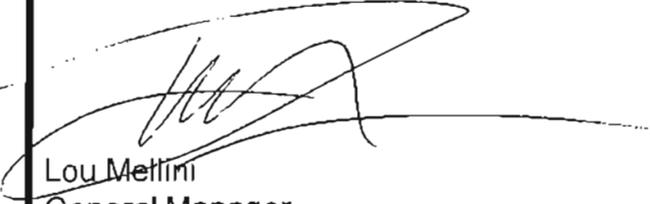
94.3 KILO-FM
103.9 KRXP-FM
1805 E. Cheyenne Road
ColoSprgs, CO 80905
719-955-1300

To Whom It May Concern:

Please take this as my letter of recommendation for Jay Cimino, President and CEO of the Mt. Carmel Health, Wellness and Community Center. It is my understanding that Mr. Cimino requires this letter as part of his application for a liquor license in conjunction with catering of special events at the Mt. Carmel Community Center.

I have known Jay for 30 years in the capacity of friend, business associate, customer and fellow philanthropist. He not only is a successful business man, but also an outstanding philanthropist who has contributed not only to the communities in which his dealerships operate but also in Trinidad, the location of his most ambitious project, Mt. Carmel Health, Wellness and Community Center. Jay is a community leader who has been recognized numerous times for his business leadership and community involvement.

I recommend Jay highly for any endeavor he undertakes.



Lou Mellini
General Manager
KILO & KRXP

*mess. 3/27/13
verified 3/27/13*



design • custom residential • commercial
ART C. KLEIN CONSTRUCTION, INC.

3370 Chelton Loop South
Colorado Springs, Colorado 80909
Telephone: (719) 570-6060 * FAX: (719) 570-9671
www.ackconstruction.com

November 14, 2012

To Whom It May Concern:

Please take this as my letter of recommendation for Jay Cimino, President and CEO of the Mt. Carmel Health, Wellness and Community Center. It is my understanding that Mr. Cimino requires this letter as part of his application for a liquor license in conjunction with catering of special events at the Mt. Carmel Community Center.

I have known Jay for 35 years in the capacity of friend, business associate, customer, and fellow philanthropist. He not only is a successful business man, but also an outstanding philanthropist who has contributed not only to the communities in which his dealerships operate but also in Trinidad, the location of his most ambitious project, Mt. Carmel Health, Wellness and Community Center. Jay is a community leader who has been recognized numerous times for his business leadership and community involvement.

I recommend Jay highly for any endeavor he undertakes.

Very truly yours,

Art C. Klein, CEO
Art C. Klein Construction, Inc.

ACK/jas

mess 3/27/13
verified 3/28/13



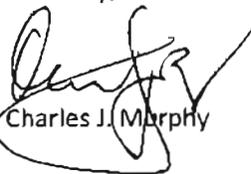
To Whom It May Concern:

Please take this as my letter of recommendation for Jay Cimino, President and CEO of the Mt. Carmel Health, Wellness and Community Center. It is my understanding that Mr. Cimino requires this letter as part of his application for a liquor license in conjunction with catering of special events at the Mt. Carmel Community Center.

I have known Jay for 25 years in the capacity of friend, business associate, customer and fellow philanthropist. He not only is a successful business man, but also an outstanding philanthropist who has contributed not only to the communities in which his dealerships operate but also in Trinidad, the location of his most ambitious project, Mt. Carmel Health, Wellness and Community Center. Jay is a community leader who has been recognized numerous times for his business leadership and community involvement.

I recommend Jay highly for any endeavor he undertakes.

Sincerely,



Charles J. Murphy

verified 3/27/13

Audra Garrett

From: Phil Rico [prico@builders3031.com]
Sent: Friday, March 29, 2013 10:09 AM
To: 'Garrett Audra'
Subject: Scott Candland

Mayor Bernadette Baca Gonzalez,
Members of City Council

This letter is in support of the City Of Trinidad granting a liquor license to the Mt. Carmel organization with Scott Candland as an associate of Mt. Carmel.

I have known Scott for several years and have known him to have high standards, good ethics and is just an all around good person. He works diligently for our community and currently, or has been a member of nonprofit boards in Trinidad.

I recommend that Scott be included in the application for the Mt. Carmel liquor license.

Respectfully
Phil Rico

_____ Information from ESET NOD32 Antivirus, version of virus signature database 8181 (20130401)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

verified
4/1/13



"Your Building Materials Center in the Center of Town"

November 16, 2012

TO: Mayor Baca-Gonzales and City Council Members
RE: Application for Liquor License for Mt Carmel Center

The new Mt Carmel Center has been a great asset to this community with the facilities to host a variety of events that potentially bring trade to our beautiful little town. With the type of events it has brought to Trinidad in the past and will be hosting in the future, it would be very helpful to them if they could obtain a liquor license.

Trinidad Builders Supply supports the center and what it means to this community; therefore, we also support them with their endeavor to receive a permanent license to serve alcoholic beverages when the occasion warrants.

Sincerely,

A handwritten signature in cursive script that reads "Phil Rico".

Phil Rico
Manager
Trinidad Builders Supply

mess. 3/25/13



November 29, 2012

To Whom It May Concern:

Reference: Scott Candland

I have known Mr. Candland for several years, originally in his capacity as Managing Director of Cougar Canyon Resort and now at Mt. Carmel Health and Wellness Center.

In my present capacity as Clinic Director of Mt. Carmel Health and Wellness Clinic, I have in recent months had many occasions to work with Mr. Candland, and I find him to be an honest dependable and morally responsible individual. His integrity is above reproach. He is well thought of by all the employees of the Clinic.

If I can offer further assistance, please do not hesitate to contact me.

Respectfully,

A handwritten signature in cursive script that reads "MaryLee Biber".

MaryLee Biber, RN
Clinic Director
Mt. Carmel Health and Wellness Clinic

verified 4/9/13.



Mt. Carmel Health & Wellness
911 Robinson Avenue
Trinidad, CO 81082
Ph: 719-845-8440



THE CHRONICLE NEWS

Proudly Serving Southeastern Colorado and Northeastern New Mexico

November 29, 2012

Dear Council Members,

I am writing to you regarding Scott Candland. I have known Scott both personally and professionally for the last year and a half. I believe him to be a fine upstanding individual with high standards and morals. He has made numerous contributions to our town while serving on the board of the Trinidad Community Foundation. Scott has also been instrumental in the success of Mt. Carmel Health Wellness and Community Center.

If you have any further questions, please feel free to contact me by phone or email.

Regards,



Allyson Sheumaker
The Chronicle News
General Manager
719-846-3311
asheumaker@trinidadchroniclenews.com

mess. 3/25/13
verified 4/13/13

3/26/13

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

Applicant: Mount Carmel Health, Wellness & Community Center

dba:

Address: 911 Robinson Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

Inspected OK

4-2-13
Date

Jerry Area
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013

3/26/13

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

Applicant: Mount Carmel Health, Wellness & Community Center

dba:

Address: 911 Robinson Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

4-2-2013
Date

Chris J. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013

3/26/13

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

Applicant: Mount Carmel Health, Wellness & Community Center

dba:

Address: 911 Robinson Avenue

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

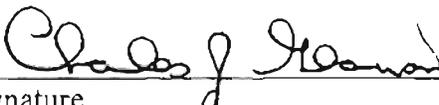
FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: No ISSUES

4-1-13
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013



Trinidad Police Department

2309 E Main St.
Trinidad, Co 81082
(719) 846-4441 (719) 846-3728 (fax)

April 29, 2013

Mrs Audra Garrett
City Clerk

To whom it may concern;

A check of public access data bases has been conducted on the below listed individuals. NO RECORD WAS FOUND

Gerald Cimino
Gina Stefanee
Angela Cesario
Scott Candland
Harriet Vaugeois
William Tranter
Carol Patrick
James Davis

If there are any questions regarding this please advise

Sincerely,

Phil Martin #0857
Sergeant
Criminal Investigations

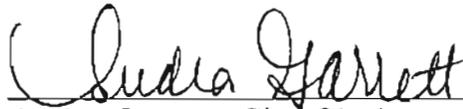
STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Mount Carmel Health, Wellness & Community Center, 911 Robinson Avenue, Trinidad, Colorado, which business has applied for a new tavern license to sell malt, vinous and spirituous liquors at said location, was duly posted for not less than fifteen continuous days, with the first day of posting occurring on the 18 day of April, 2013.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 18 day of April, 2013.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

(SEAL)

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Mount Carmel Health, Wellness and Community Center, 911 Robinson Avenue , Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new tavern license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, May 7, 2013, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

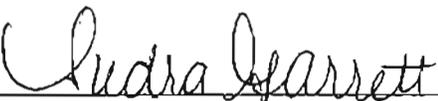
Date of Application: March 19, 2013

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

Dated this 20th day of March, 2013.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of March, 2013, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Mount Carmel Health, Wellness and Community Center
P. O. Box 504
Trinidad, CO 81082


Audra Garrett, City Clerk

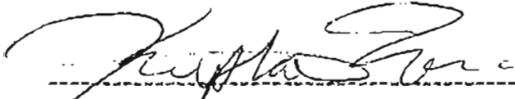
PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

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

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

47411 April 5, 2013



Krysta E. Toci

Subscribed and sworn to before me this
5 day of April,
A. D., 2013.


Allyson L. Sheumaker

My commission expires on August 26, 2015



NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Mount Carmel Health, Wellness and Community Center, 911 Robinson Avenue, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new tavern license at this location to sell malt, vinous and spirituous liquors.

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

Dated this 20th day of March, 2013.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Publish: April 5, 2013

47411



CITY of TRINIDAD

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

March 25, 2013

Mount Carmel Health, Wellness & Community Center
P. O. Box 504
Trinidad, CO 81082

Dear Applicant:

You recently applied for a new tavern liquor license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, May 7, 2013, at 7:00 p.m. The City Council has also tentatively established the boundaries of the neighborhood in which the establishment is proposed to be located as the area within the corporate boundaries of the City of Trinidad. A map identifying the neighborhood boundaries is attached.

Below are procedures you should follow at the hearing. Remember that the approval of this application and the granting of the requested license are not automatic. Well in advance of the hearing, the information provided in the application and the other forms and questionnaires, particularly with respect to criminal convictions, needs to be reviewed. Any corrections, alterations, deletions or additions need to be provided to the City Clerk no later than one week before the scheduled hearing. A knowing misstatement in any of these forms constitutes grounds for denial of the license.

Procedures to be followed at hearing:

- A. Avoid repetitive testimony which adds little to your case.
- B. All applicants (with the exception of club licenses) have the burden of proving that the needs of the neighborhood and desires of the inhabitants are not being met. Present your evidence to support this as concisely as possible. This may be in the form of verbal testimony, petitions, or other means.

Mount Carmel Health, Wellness & Community Center

March 25, 2013

Page 2

- C. Petitions - Before any liquor or beer license can be issued, two requirements must be affirmatively established that (1) the reasonable requirements of the neighborhood are not being met by existing outlets, and (2) that the inhabitants of the neighborhood desire that it be issued. One manner of showing this is by circulating petitions within the defined neighborhood (affected area). Many applicants use a marketing survey firm to circulate petitions. A sample petition is enclosed should you decide to do your own survey.

Please remember that because the applicant has received approval of the application by the local authority does not mean that a license will ultimately be issued. Every application is subject to review by the State of Colorado, and the Colorado Department of Revenue Liquor Enforcement Division must issue a State License before the City of Trinidad may issue a City License. The process of getting the application to the State, their review and issuance of their license, often takes three to four weeks to complete (less time if concurrent review is requested). You will be notified immediately when both the State and City licenses are ready to be mailed or picked up.

If you have any questions, please call.

Sincerely,



Audra Garrett
City Clerk

Encs.

DISCLOSURE STATEMENT

I, Linda Velasquez, hereby state and affirm that I am a member of Gino's Sports Bar, LLC, a Colorado limited liability company formed on September 9, 2011, whose principal office address is 310 Spruce Street, Trinidad, Colorado, 81082, that said limited liability company owns and operates Gino's Sports Bar, a tavern licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 991 E. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 25% interest in Gino's Sports Bar, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Linda Velasquez
12/4/12
Date

DISCLOSURE STATEMENT

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


Michelle Miles
12/4/12
Date

PETITION
 Scott Candland

Applicant: Scott Candland
 Trade Name of Establishment: MOUNT CARMEL HEALTH, WELLNESS & COMMUNITY CTR
 Proposed Location: 911 ROBINSON AVE
 Application for (Type Of License): TAVERN LICENSE
 Public Hearing before the local Licensing Authority:
 Date and Time: MAY 7th, 2013
 Location: CITY HALL

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are a resident within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Chris Simpleman

Name - Signature	Complete Home Address (Include Space/Apt. No)	Age	Support	Oppose	Date Signed
Kelly...	80333 CR 83.3 Trinidad, CO 81082	41	✓		3-28-13
Me...	P.O. Box 915 Trinidad, CO 81082	71	✓		3-28-13
Christina...	306 S. Oak ST. Trinidad, CO 81082	44	✓		3-28-13
Carl...	722 San Juan Trinidad, CO	69	✓		3-28-13
Rob...	930 Duha Trinidad, CO	65	✓		3-28-13
Jacob...	1421 San Pedro	27	✓		3-28-13
Robert...	1421 San Pedro Ave	25	✓		3/28/13
Kim...	226 Wyatt Ct	43	✓		3/29/13
Marty...	2004 Union St. TRINIDAD	56	✓		3/29/13

Residents

Applicant: Scott Candland
 Trade Name of Establishment: MONTE CARMELO HEALTH WELLNESS & COMMUNITY CTR
 Proposed Location: 911 ROBINSON AVE.
 Application for (Type of License): ADERN

Name - Signature	Complete Home Address (Street Address/Apt #)	Age	Support	Oppose	Date Signed
<i>[Signature]</i>	1214 Grant Ave, Teaneck	46	✓		3/29/13
<i>Leo Bonfadini</i>	722 SAN JUAN	69	✓		3/27/13
<i>[Signature]</i>	919 Neshon	86	✓		3/27/13
<i>Royce Wood</i>	214 E. MAIN ST	62	✓		3/29/13
<i>S. Palmer</i>	216 E. MAIN ST	64	✓		3/29/13
<i>Susan Schuster</i>	402 W. Baca	60	✓		3/29/13
<i>Mary E. Strange</i>	423 San Juan	64	✓		3/4/13
<i>[Signature]</i>	418 MARY LN	41	✓		3/4/13
<i>[Signature]</i>	208 2nd St.	66	✓		3/6/13
<i>[Signature]</i>	516 W. BACA, TRINIDAD	42	✓		4/9/13
<i>Guineo Mulet</i>	930 ^A Robinson, Trinidad	46	✓		4-4-13
<i>[Signature]</i>	1018 Archison	75	✓		4-5-13
<i>[Signature]</i>	409 W. TOPEKA	58	✓		4-5-13
<i>Leonard Sabetto</i>	219 S. Ash St.	54	✓		4/5/13
<i>[Signature]</i>	2607 Desperado Dr.	59	✓		4-5-13
<i>Therese Pello</i>	324 Barnett Dr	41	✓		4-8-13
<i>[Signature]</i>	710 W Topoka Ave	27	✓		4-8-13
<i>[Signature]</i>	1211 DEERCREAK AVE	55	✓		4-10-13
<i>[Signature]</i>	310 W/2nd	62	✓		4-10-13
<i>[Signature]</i>	1105 Alta St.	45	✓		4-10-13
<i>[Signature]</i>	723 WILLOW	69	✓		4-10-13

PETITION

Applicant JOHN CAUSLAND
 Trade Name of Establishment MOUNT CARMEL HEALTH, WELLNESS & COMMUNITY CARE
 Proposed Location 911 ROBINSON AVE
 Application for (Type Of License) AUVERN
 Public Hearing before the local Licensing Authority:
 Date and Time MAY 7, 2013
 Location CITY HALL

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are the owner or manager of a business located within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
<i>[Signature]</i>	<i>[Business Name & Address]</i>		✓		4/12/13
<i>[Signature]</i>	<i>[Business Name & Address]</i>	60	✓		
<i>[Signature]</i>	<i>[Business Name & Address]</i>	53	✓		4-19-2013
<i>[Signature]</i>	<i>[Business Name & Address]</i>	51	✓		4-22-2013
<i>[Signature]</i>	<i>[Business Name & Address]</i>	45	✓		4/22/13
<i>[Signature]</i>	<i>[Business Name & Address]</i>	45	✓		4/23/13
<i>[Signature]</i>	<i>[Business Name & Address]</i>	29	✓		4-23-13
<i>[Signature]</i>	<i>[Business Name & Address]</i>	47	✓		4-23-13
J. ED EISEMANN	<i>[Business Name & Address]</i>	65	✓		4-23-13

Applicant Scott Candland
 Trade Name of Establishment MOUNT CAMEL HEALTH, WELLNESS & COMMUNITY GR
 Proposed Location 911 ROBINSON AVE
 Application for (Type of License) MOERN

AFFIDAVIT

I Scott Candland, do hereby state that I was the circulator of said petition consisting of 5 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be 21 years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.



Circulator Scott Candland
25th 216
 Date Signed April 24, 2013

State of Colorado }
 County of Laguna }

ss.

Subscribed and sworn before me this 25th ²¹⁶ day of April, 2013, 1999. My commission expires 03/18/2015.

Notary Public Candra Garrett



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS:

SUBJECT: New Arts liquor license request by Southern Colorado Repertory Theatre, Ltd., at 131 W. Main Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the application.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license. The requirements to be illustrated by the applicant to the local liquor licensing authority are 1) the needs of the neighborhood are not being met by existing establishments; 2) it is the desire of the adult inhabitants of the neighborhood that this license be granted; and 3) the licensee is of good moral character to hold a liquor license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Matters raised during the State's concurrent review have been addressed accordingly.
- To-date, fingerprint results have not been received.
- An Arts License restricts the licensee to serving of alcohol only to patrons of productions or performances in connection with the same.
- A petition is presented by the applicant in support of their application (attached).
- A memo addressing Councilmember Bonato's concerns is included.



INVESTIGATIVE REPORT

Applicant: Southern Colorado Repertory Theatre, Ltd.
Business Name: Southern Colorado Repertory Theatre
Business Address: 131 W. Main Street
Date of Application: March 13, 2013
Date Application Filed
with Local Authority: March 19, 2013
Type of Request: New License
Type of License: Tavern
Hearing Date: Tuesday, May 7, 2013, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: Liquor License Application - Form #DR8404
Certificate of Good Standing
Diagram of Premises
Authorization of Use Letter
Individual History Records-Form #DR8404-1
Letters of Reference
Fingerprints

City Documents: Notice of Public Hearing
Certificate of Mailing
Proof Publication on 4/5/13
Certificate of Posting
Departmental Reports
Correspondence to Applicant
Neighborhood Boundary Map

STATE AND LOCAL FEES -

State Fees:	Investigation	\$1,125.00
	License	500.00
	Manager's Regis.	<u>75.00</u>
	Total	\$1,700.00

Local Fees:	Investigation	\$ 625.00
	License	75.00
	Manager's Regis.	<u>75.00</u>
	Total	\$ 775.00

Local and state fees have been paid. Applicant has been advised the City's and State's investigation fee is non-refundable and in the event the liquor license is denied, license fees only shall be refunded.

LETTERS OF REFERENCE -

The applicant is a non-profit. The officers have no ownership interest in the entity. The officers are:

Harriet Vaugeois, Trinidad, CO
Michael Tranter, Trinidad, CO
Carol Patrick, Trinidad, CO

V. James Davis, Trinidad, CO, has been identified as the proposed Registered Manager.

Letters of reference for Harriet Vaugeois received from:

Bernadine Torres, Trinidad, CO
Ron Lagerman, Trinidad, CO
Kathryn Manzanares, Trinidad, CO

Letters of reference for Michael Tranter received from:

Kimber Begano, Trinidad, CO
Linda G. Perry, Trinidad, CO
Thomas Perry, Trinidad, CO

Letters of reference for Carol Patrick received from:

Meredith S. Hamilton, Trinidad, CO
Judy Reyes, Trinidad, CO
Pete Deluca, Trinidad, CO

Letters of reference for V. James Davis received from:

Robert Leonetti, Trinidad, CO
Ed Trommeter, Trinidad, CO
Jesse Manzanares, Trinidad, CO
Jack Bearden, Trinidad, CO

Three letters of reference each have been verified, as required by ordinance.

FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 3/14//2013. Results had not been received as of the date of this report.

LETTER SUBMITTED IN LIEU OF FORMAL LEASE -

A letter dated 1/14/2013 from Joe Tarabino, Tarabino Real Estate Co., Inc., states that Tarabino Real Estate Co., Inc., is leasing the building at 131 W. Main Street to Southern Colorado Repertory Theatre. In lieu of the formal lease, the authorization extends from February 1, 2013 to June 30, 2014.

DIAGRAM OF PREMISES -

The diagram identifies the ground level floor inclusive of the stage and seating area of the two-story building, which at this time is the only area being proposed for licensure. A second-floor diagram was provided for clarity as to what is proposed.

SALES TAX LICENSE -

Sales Tax License #26-57671 was verified.

FOOD SERVICE LICENSE -

The applicant has provided a statement as to how they intend to satisfy the food service requirement of a tavern license.

NOTICE OF HEARING -

Mailed to applicant - 3/20/13.
Published - 4/5/13.
Posted on the premises - 4/1/13.

DEPARTMENTAL REPORTS -

Fire Chief Leroy Perea conducted his inspection on 4/2/2013 and found the applicant to be in compliance with codes.

Building Inspector Chris Kelley conducted his inspection also on 4/2/2013 and identified that holes need to be repaired in the ceiling.

The Police Department reported having no issues with the application on 4/1/2013.

CORRESPONDENCE TO APPLICANT -

A letter dated 3/25/2013 was sent to Southern Colorado Repertory Theatre advising of the procedures to follow at the hearing. A sample petition was also provided as well as a map of the designated neighborhood.

ZONING -

The proposed premise is zoned Established-Historic Preservation. With the adoption of Ordinance No. 1915, taverns on the street and sub-street level became a conditional use within the Historic District, where this property is located. The Planning, Zoning and Variance Commission considered the conditional use permit application of Southern Colorado Repertory Theatre on February 12, 2013, and approved the permit with the following conditions: 1) If SCRT leaves this location the CUP expires (it was noted in the minutes of the Planning Commission that in many cases the CUP runs with the land rather than with the owner, however, in this case it would be prudent to have this CUP run with the owner); and 2) Alcohol can only be served during performances or events and at no other time.

SCHOOL DISTANCES -

There is a 500-foot limitation for the Tavern license type specifically; however this proposed premise has been determined to be outside of the 500-foot limitation. The nearest school property is Eckhart Elementary School which is 2,095.79 feet from the nearest point of this property. There is a state-operated head start facility very near this property, however, the Colorado Liquor Code defines school for this purpose as follows: "School" means a public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one to twelve. "Basic academic education" has the same meaning as set forth in section 22-33-104(2)(b), C.R.S." The application to this situation has been verified with the Colorado Liquor Enforcement Division and confirmed that the head start school does not meet the definition of school. The City's Municipal Code does not contain a definition of school in the pertinent chapter.

LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

The neighborhood boundary was set as the corporate boundaries of the City.

There are thirty-seven (37) licensed outlets within the City limit boundary. Of the thirty-seven (37) licensed premises, eleven (11) are licensed as Taverns.

The outlets are:

3.2% - Off	J. R.'S Fuel Stop #810	731 E. Main Street
	J. R.'S #811	110 E. Colorado Avenue
	Safeway Store #722	457 W. Main Street
	Wal-Mart #962	2921 Toupal Drive
	Count: 4	
3.2% - On	Trinidad-Las Animas Cty Chamber	700 Smith Street
	Count: 1	
Club	Elks, BPOE	120 S. Maple
	Count: 1	
Hotel/Rest.	Black Jack's Saloon & Steakhouse	225 W. Main Street
	Chef Liu's Restaurant	1423 Santa Fe Trail
	Mission at the Bell Restaurant	134 W. Main Street
	Quality Inn	3125 Toupal Drive
	Rino's Restaurant	400 E. Main Street
	Wonderful House Restaurant	415 University Street
	Bella Luna Pizzeria	121 W. Main Street
	Trinidad Holiday Inn	3130 Santa Fe Trail Drive
	Main St. Tap House	308 W. Main Street
	Brix	231 E. Main Street
	Purgatoire & A Little Catering Co.	516 E. Elm Street
Hotel/Rest w/Op Premises	Clubhouse Grille, The	1415 Nolan Dr.
	Count: 12	
Liquor Store	Drop City Liquor	155 Elm Street
	Main Street Liquors	803 E. Main Street
	Mountain Liquor	1144 Robinson
	Santa Fe Trail Hops & Vines	1530 Santa Fe Trail
	Tire Shop Wine & Spirits	601 W. Main Street
	Trinidad Beer, Wine & Liquor Depot	900 Arizona Avenue

Arizona Liquor
RJ's Discount Liquor

847 Arizona Avenue
2132 Freedom Road

Count: 8

Tavern

Great Wall
El Rancho Cafe
Gino's Sports Bar
JuJo's Pub and Dance Hall
Lumber Jacks Bar & Grill
Mantelli's
Monte Cristo Bar
The Park
Trinidad Lanes, LLC
Trinidad Lounge
Ole's Tavern

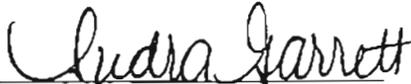
321 State Street
1901 Santa Fe Trail
991 E. Main Street
125 N. Chestnut Street
1133 N. Linden Ave.
137 W. Main Street
124 Santa Fe Trail
608 Arizona Avenue
823 Van Buren
421 N. Commercial St.
2833 Toupal Drive

Count: 11

Disclosure statements are provided by Councilmember Linda Velasquez and Councilmember Michelle Miles.

Dated this 26th day of April, 2013.

CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of April, 2013, I mailed a copy of the Investigative Report, by Certified Mail, to:

Southern Colorado Repertory Theatre
131 W. Main Street
Trinidad, CO 81082
Certified Mail # 7012 3050 0000 2305 4615


Audra Garrett, City Clerk

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
 • LOCAL LICENSE FEE \$ 625.00
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation (501c3) Individual
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Limited Liability Company
 Association or Other

2. Applicant: If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 SOUTHERN COLORADO REPERTORY THEATRE, LTD Fein Number 20-2501698

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
 SOUTHERN COLORADO REPERTORY THEATRE (SCAT) 26-57671 719-846-4765

3. Address of Premises (specify exact location of premises)
 131 W MAIN ST

City County State ZIP Code
 TRINIDAD LAS ANIMAS CO 81082

4. Mailing Address (Number and Street) City or Town State ZIP Code
 131 W MAIN ST TRINIDAD CO 81082

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date
---	---------------------------	--------------------------	-------------------------

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex... \$ 75.00 X _____ Total _____
			1990	<input type="checkbox"/>	Club License (City)
			1991	<input type="checkbox"/>	Club License (County)
			2010	<input checked="" type="checkbox"/>	Tavern License (City)
			2011	<input type="checkbox"/>	Tavern License (County)
			2012	<input type="checkbox"/>	Manager Registration - Tavern
			2020	<input checked="" type="checkbox"/>	Arts License (City)
			2021	<input type="checkbox"/>	Arts License (County)
			2030	<input type="checkbox"/>	Racetrack License (City)
			2031	<input type="checkbox"/>	Racetrack License (County)
			2040	<input type="checkbox"/>	Optional Premises License (City)
			2041	<input type="checkbox"/>	Optional Premises License (County)
			2045	<input type="checkbox"/>	Vintners Restaurant License (City)
			2046	<input type="checkbox"/>	Vintners Restaurant License (County)
			2220	<input type="checkbox"/>	Add Optional Premises to H & R
			2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background

VJD 5-3-13

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License Issued Through
				FROM	(Expiration Date) TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New License 2300-100 (999)				Cash Fund Transfer License 2310-100 (999)	
				TOTAL	
				\$	

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail) EXECUTED AGREEMENT PENDING FORMAL LEASE

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

Landlord <u>TARABINO REAL ESTATE CO, INC</u>	Tenant <u>SOUTHEAN COLORADO REPERTORY THEATRE</u>	Expires <u>12-31-14</u> 6-30-14
---	--	---

KID 5-3-13

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<u>N/A</u>			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes No
 Has a local ordinance or resolution authorizing optional premises been adopted?
 Number of separate Optional Premises areas requested: _____ (See License Fee Chart)

14. **Liquor Licensed Drug Store applicants, answer the following:** Yes No
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.

15. **Club Liquor License applicants answer the following and attach:** Yes No
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? _____ (Three years required)
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:** Yes No
 (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premises applicants) V JAMES DAVIS (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-1). Date of Birth [REDACTED]

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
HARRIET VAUGEDIS	TRINIDAD CO 81082	[REDACTED]	PRES.	N/A
MICHAEL TRANSTER	TRINIDAD CO 81082	[REDACTED]	V. PRES.	N/A
CAROL PATRICK	TRINIDAD, CO 81082	[REDACTED]	SEC.	N/A
V JAMES DAVIS	TRINIDAD, CO 81082	[REDACTED]	MGR.	N/A

*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

Harriet Vaugedis

Title

PRESIDENT

Date

3/13/2013

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

R 3/13/13 filed 3/19/13

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.

5/7/2013

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted Yes No
 Been subject to background investigation, including NCIC/CCIC check for outstanding warrants Yes No

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license Yes No

(Check One)

- Date of Inspection or Anticipated Date 4/15/13
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority for

Telephone Number

- TOWN, CITY
 COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

COLORADO COMMERCIAL LEASE

This lease agreement is entered into on this the 3RD day of MAY, 20 13, by and between:

TARABINO REAL ESTATE CO, INC., (hereinafter called "LESSOR"), whether one or more,
and

SOUTHERN COLORADO REPERTORY THEATRE, LTD. (hereinafter called "LESSEE"), whether one or more.
For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on the 1ST day of MAY, 20 13 and ending on the 31ST day of DECEMBER, 20 14, (the "TERM") the following described premises in its present condition, located in LAG ANIMAS County, Colorado:

OTS BLK - 114 - W 84.57 FT OF LT 3
OTS BLK - 114 - E PT LT - 4 - 64.28 FT X
123 FT

OTHERWISE KNOWN AS 131 W MAIN ST
TRINIDAD, CO 81082

(hereinafter called the "PREMISES or LEASED PREMISES"). LESSEE also has a right for the benefit of LESSEE, its employees, agents and invitees for access to and from the Leased Premises through the building and over property of LESSOR adjoining the Leased Premises, and to use those parts of the building designated by LESSOR for use by LESSEE, including but not limited to toilet rooms, elevators and unrestricted parking areas, if any.

2. RENEWAL: LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.

3. RENT: The LESSEE covenants to pay to LESSOR as Rent the sum of TWELVE HUNDRED Dollars (\$ 1200.00) per month, (hereinafter "the Rent"), in advance without demand on or before the first day of each month at the office of the LESSOR. The Rent for the month of MAY, 2013, which is the first month of this lease shall be paid in the amount of TWELVE HUNDRED Dollars) (\$ 1200.00), which amount is the prorated rent based upon the date this lease commences.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on

account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

4. LATE CHARGES: LESSEE shall pay a late charge in the amount of 0 percent (0 %) of the outstanding delinquent balance for any payment of the rent not made within 0 days after the due date to cover the extra expense involved in handling late payments, but not more than 0 dollars for any one month. This charge is in addition to any other rights or remedies of the LESSOR.

5. UTILITIES: LESSEE shall pay all charges for utilities for the PREMISES except for the following, which shall be paid by LESSOR:

N/A

On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

6. CONDITION OF PREMISES; USE OF PREMISES: LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

- (a) To use these Leased Premises only for THEATRE PRODUCTIONS AND SPECIAL EVENTS.
- (b) To surrender the Leased Premises to LESSOR at

the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.

- (c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
- (d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.
- (e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
- (f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- (g) Not to permit any waste or nuisance.
- (h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks, and (b) for any damage to window panes, window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

- sprinkler system
- heating, ventilating or air-conditioning system serving the Premises if, and to the extent, installed by LESSOR, and

structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts), and

the roof over the Premises.

Other: _____

Other: _____

Other: _____

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

8. SECURITY DEPOSIT: The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR \$ 500 Dollars (\$ 500) which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this lease by LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

In compliance with Colorado Code § 38-12-103:

LESSOR shall return to LESSEE the amount of the security deposit remaining after deductions for damages and unpaid rent, with an itemization of amounts withheld, all to be due within thirty (30) days of the termination or expiration of the lease and delivery of possession by LESSEE. LESSOR may comply by mailing, first class mail, to LESSEE'S last known address.

If the mail is returned, and LESSOR is unable to discover LESSEE'S address after reasonable effort, the deposit becomes the LESSOR'S property 180 days after the first attempted mailing thereof.

9. LESSOR'S LIEN: As additional security, LESSEE acknowledges, to the extent allowed by applicable law, the LESSOR'S right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE other than in the ordinary course of business as long as LESSEE is in default in the terms of this lease.

10. DEFAULT: Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
- c. Abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
 - i. Filing a Petition in bankruptcy by or against LESSEE.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act
 - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with

respect to all or substantially all its property.

- vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

11. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises;
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than 60 business days from the date of mailing the notice of default.

12. TERMINATION. Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law, Give notice to LESSEE that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than 60 days after mailing or delivery of such notice.

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

13. ACCELERATION. LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security

deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

14. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

15. DEFAULT BY LESSOR. In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR SIXTY ~~(60)~~ days in which to correct and cure the default or commence a good faith effort to cure such default.

16. RELETTING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

17. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

- (a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- (b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by reletting the Premises within 30 days of termination.
- (c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
- (d) The attorneys' fees and other costs.

18. EXCLUSIVITY OF LESSOR'S REMEDIES: The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can

be exercised concurrently or separately as LESSOR desires.

19. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.

20. TAXES: Property taxes on the Leased Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

21. RIGHT OF RE-ENTRY. LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.

22. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE 30 days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

23. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

24. RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS. If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided, then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the maximum legal rate from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

25. MECHANICS AND OTHER LIENS IMPOSED BY LESSEE. LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the maximum legal rate from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

26. CONDEMNATION CLAUSE: In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

27. FIRE CLAUSE: The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the LESSOR may, at its option, terminate this lease by giving LESSEE written notice of termination within 30 days of the date of the occurrence.

If the LESSOR does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

28. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

29. PAROL EVIDENCE CLAUSE: This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

30. SUBORDINATION: This lease is subordinate to the lien of all present or future mortgages that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

31. INSURANCE: LESSEE shall, during the entire term of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE in the property and which the limits of general liability shall be in the amount of ONE MILLION Dollars (\$1,000,000.00) combined single limit, naming LESSOR as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

LESSOR shall during the term hereof, at its sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value, which insurance shall be placed with an insurance company or companies approved by LESSOR and licensed to do business in the state wherein lay the Leased Premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the LESSOR and LESSEE and shall provide that any proceeds thereunder shall be paid to LESSOR and LESSEE and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by LESSOR and LESSEE to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the LESSOR and LESSEE.

32. NOTICES. All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR	LESSEE
<u>TARABINO REAL ESTATE</u>	<u>SOUTHEAST COLORADO</u>
<u>INC</u>	<u>REPERTORY THEATRE LTD</u>
<u>PO BOX 777</u>	<u>131 W. MAIN ST</u>
<u>TRINIDAD, CO 81082</u>	<u>TRINIDAD, CO 81082</u>

33. SALE BY LESSOR. In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease. This lease shall not be affected by any such sale, and LESSEE agrees to attorn to

the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this lease, to place upon or in the window of the leased premises any usual or ordinary For Rent or similar sign and to allow prospective tenants, applicants or agents of LESSOR to enter and examine the Leased Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

34. COURT ACTION, ATTORNEY'S FEES AND COSTS. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

35. ASSIGNMENTS AND SUB-LEASE: The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

36. INTERPRETATION. Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

37. MODIFICATION. Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.

38. SEVERABILITY CLAUSE: If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

39. LAW TO APPLY: This lease shall be construed under and in accordance with the laws of the State of Colorado. Those laws shall govern every aspect of the enforcement of this lease.

40. ADDENDUMS. The following addendums are attached to this lease and shall be initialed by the parties (Check all that apply or check none)

- () Option to Purchase
- () Arbitration Agreement
- (X) Other: SEE BELOW
- () None

OF THESE BEVERAGES,

41. OTHER PROVISIONS:

IN ADDITION TO OCCUPYING THE BUILDING FOR THEATRE PRODUCTIONS AND SPECIAL EVENTS, THE LESSOR CONSENTS TO ALLOW THE LESSEE TO SELL MALT, VINOUS AND SPIRITUOUS LIQUOR AT SAID THEATRE PRODUCTIONS AND SPECIAL EVENTS DURING THE TERM OF THIS LEASE OR ANY EARLIER TERMINATION DATE.

THE LESSOR AGREES TO RELEASE AND HOLD HARMLESS THE LESSOR AND ASSUME COMPLETE RESPONSIBILITY FOR ALL ACTIVITIES, IN ALL WAYS AND MANNERS, RELATED TO THESE EVENTS AND THE DISTRIBUTION OF ANY

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE(s)

LESSOR(s)

Harriet Vanover
 Signature BOARD PRESIDENT

VARADINIC Real Estate Co, Inc
John M. Tachibana, Pres
 Signature

Signature

Signature

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Southern Colorado Repertory Theatre, Ltd

is a **Nonprofit Corporation** formed or registered on 07/20/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061296663.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/09/2012 that have been posted, and by documents delivered to this office electronically through 10/10/2012 @ 11:08:34.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 10/10/2012 @ 11:08:34 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8359749.



A handwritten signature in black ink, appearing to read 'Scott Gessler', is written over a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/cert/confirm.asp>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us>, click Business Center and select "Frequently Asked Questions."

MEMORANDUM

DATE: 3/19/2013

TO: Ms. AUDRA GARRET, TRINIDAD CITY CLERK

FM: SOUTHERN COLORADO REPERTORY THEATRE

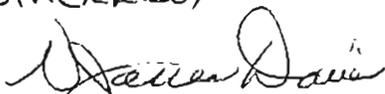
RE: COMPLIANCE WITH TAVERN LICENSE
REQUIREMENT TO PROVIDE SANDWICHES
AND/OR OTHER FOOD SNACKS WITH LIQUOR.

MS GARRET:

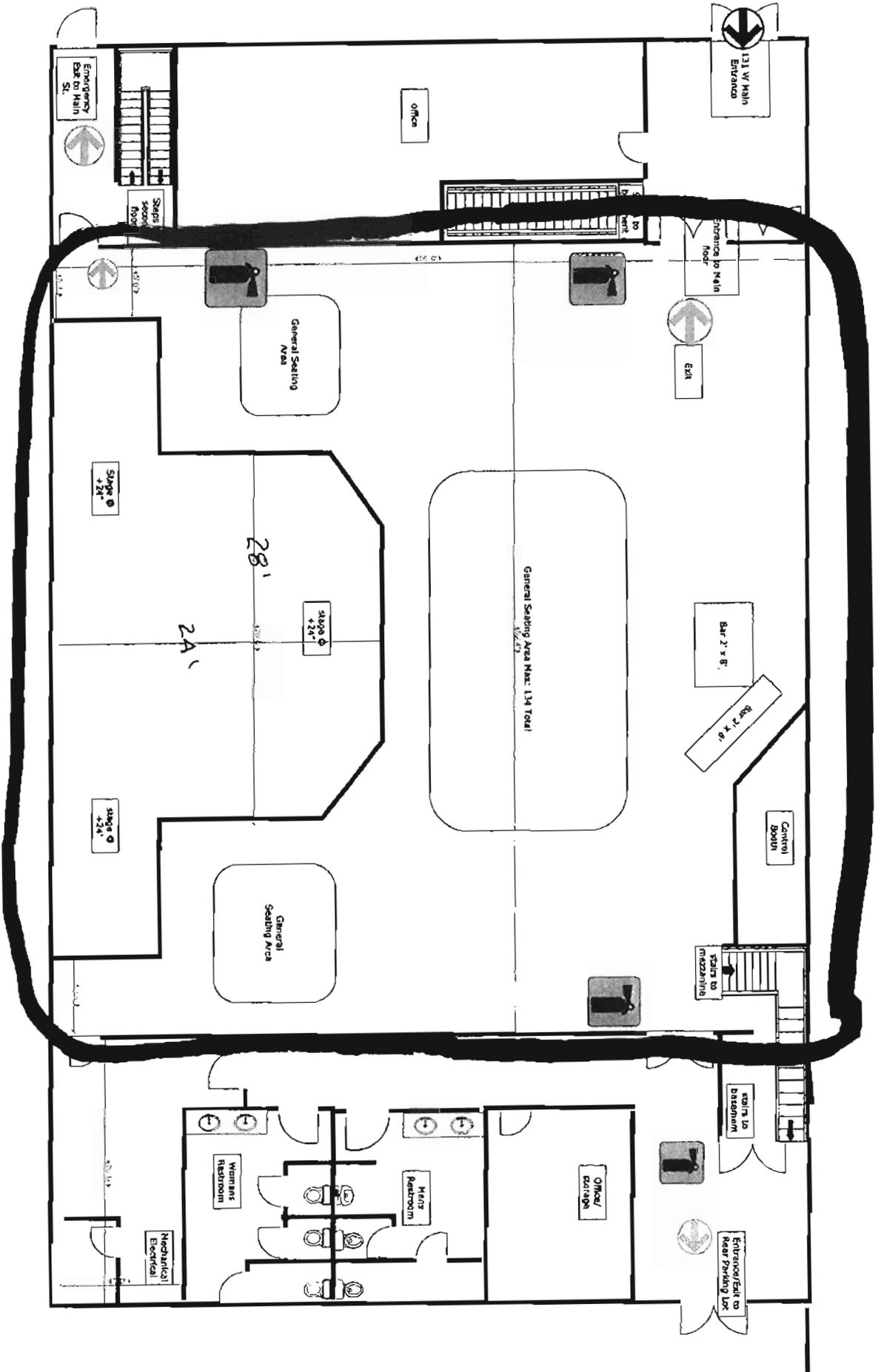
THE SOUTHERN COLORADO REPERTORY THEATRE,
IF GRANTED A TAVERN LICENCE FOR ITS 131 W MAIN ST,
TRINIDAD, COLORADO THEATRE LOCATION, INTENDS TO
COMPLY WITH THE LANGUAGE AND INTENT OF THE
ABOVE REFERENCED REQUIREMENT. IT IS OUR
EXPECTATION THAT FOOD PROVIDED WILL BE CATERED
OR DONATED. WE WILL SEEK THE COUNSEL AND
GUIDANCE OF THE LAS ANIMAS COUNTY HEALTH
DEPARTMENT EXAMINER AS TO ANY REQUIRED FOOD
LICENSE UNDER THOSE CIRCUMSTANCES OF ORIGIN.

PLEASE CONTACT ME WITH ANY QUESTIONS OR COMMENTS.

SINCERELY

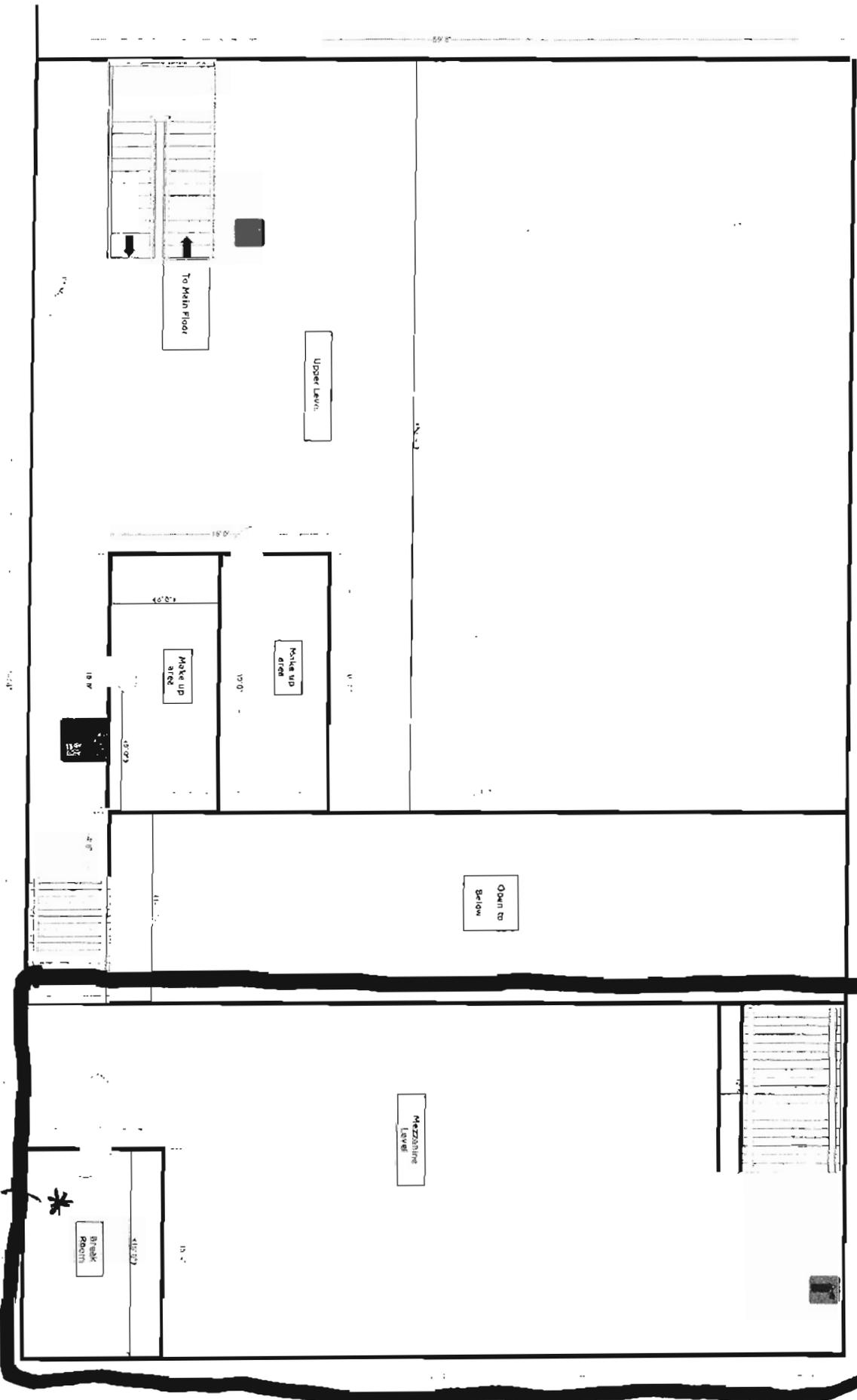


JAMES DAVIS, SCRT BOARD MEMBER, 719-845-8060



UPPER LEVEL, ~~NOT APPLIED FOR~~
AREA APPLIED FOR SECURED
LIQUOR STORAGE

150
5-3-13



LODGED LIQUOR
STORAGE ROOM

150
5-3-13

March 11, 2013

To Whom it May Concern:

I met Harriet Vaugois in 2005, I have known this irrepressible, high spirited woman to channel her energy in being an excellent teacher to our children through the live performing arts, a motivational member of local organizations and with her unadulterated decision making abilities attain success. A success shared by everyone around her.

I am attesting to her good character and trustworthiness.

Sincerely,

A handwritten signature in cursive script that reads "Bernadine Torres".

Bernadine Torres

A handwritten signature that reads "Verified" with the date "3/11/13" written below it.



To Whom it May Concern:

I have known Harriet Vaugeois for 8+ years and can attest to her good character and trustworthiness.

She has been a strong community leader through her work with SCRT as well as the summer youth theatre program. She is a valued member of our community demonstrating leadership and good decision-making skills.

Harriet supports and participates in various non-profit community organizations. Her visionary skills and optimistic views are an asset to every group she assists.

Harriet would be considered a visible, prominent citizen of Trinidad.

Thank you.

Ron Lagerman

3/12/2013

verified
3/25/13

Kathryn Manzanares

207 Nona Ave.

Trinidad, CO 81082

(719) 846-6554

March 13, 2013

To Whom It May Concern:

I have known Harriet Vaugeois for 12 years and can attest to her good character and trustworthiness.

Harriet has been a strong community leader and has demonstrated excellent decision making through her work as an instructor at Trinidad State Junior College and as a founder of the Southern Colorado Repertory Theatre. Harriet is a member of the Trinidad Community Foundation Roundtable and a member of the Steering Committee for the Trinidad Creative District. She is a valued member of P.E.O. Chapter J, Trinidad, Colorado and is held in the highest regard by her students, colleagues and fellow P.E.O. members.

Having worked with Harriet for these past 12 years as a SCRT Board member and SCRT volunteer, and as an officer and member of P.E.O. Chapter J, I can say without reservation that Harriet Vaugeois is a person of the highest moral character.

Very truly yours,



Kathryn Manzanares

verified 3/25/13

March 6, 2013

To Members of the Trinidad City Council:

I am writing this letter of character reference for Mike Tranter, Vice President of SCRT, in regards to SCRT's application for a tavern license.

I have known Mike for the last five years since he came to Trinidad to work for TSD #1. I know Mike to be of strong moral and ethical character. He has been an active contributor to our community in various public service roles including, Superintendent of TSD #1, Board member and current Vice-President of TSD #1, member and past President of Kiwanis, Board trustee and current Secretary / Treasurer of TAHA (Mt. San Rafael Hospital), Water Festival planning committee, TCF Community Roundtable participant.

Best Regards,

Kimber Begau

Kimber Begau

*miss. 3/26/13
verified 4/2/13*

March 6, 2013

To Members of the Trinidad City Council:

I am writing this letter of character reference for Mike Tranter, Vice President of SCRT, in regards to SCRT's application for a tavern license.

I have known Mike for the last five years since he came to Trinidad to work for TSD #1. I know Mike to be of strong moral and ethical character. He has been an active contributor to our community in various public service roles including, Superintendent of TSD #1, Board member and current Vice-President of TSD #1, member and past President of Kiwanis, Board trustee and current Secretary / Treasurer of TAHA (Mt. San Rafael Hospital), Water Festival planning committee, TCF Community Roundtable participant.

Best Regards,

A handwritten signature in cursive script that reads "Linda G. Penney". The signature is written in black ink and is positioned below the "Best Regards," text.

Verified 3/26/13

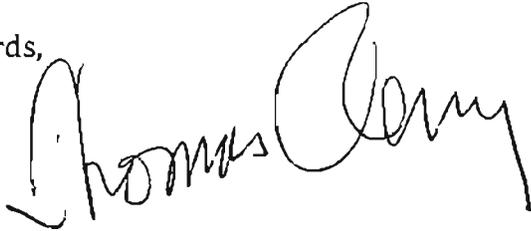
March 6, 2013

To Members of the Trinidad City Council:

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I have known Mike for the last five years since he came to Trinidad to work for TSD #1. I know Mike to be of strong moral and ethical character. He has been an active contributor to our community in various public service roles including, Superintendent of TSD #1, Board member and current Vice-President of TSD #1, member and past President of Kiwanis, Board trustee and current Secretary / Treasurer of TAHA (Mt. San Rafael Hospital), Water Festival planning committee, TCF Community Roundtable participant.

Best Regards,

A handwritten signature in black ink that reads "Thomas Perry". The signature is written in a cursive style with a large, looping initial "T".

Tom Perry

verified 3/26/13

March, 2013

To Whom It May Concern:

I have known Carol Patrick for seven years and she has been a caring and loyal friend.

Her moral character is above reproach. She is trustworthy and dedicated to her job, her friends and her family.

Sincerely,

Meredith S. Hamilton

Meredith S. Hamilton

Trinidad, Colorado

*mess. 3/26/13
verified 3/26/13*

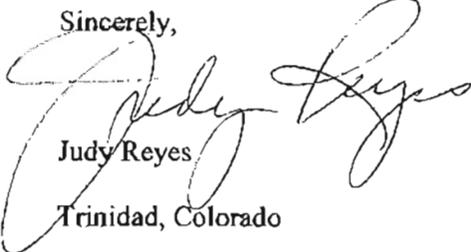
March, 2013

To Whom It May Concern:

I grew up in Trinidad and have known Carol Patrick all of our lives.

Since returning to Trinidad, Carol and I have had contact through the college, the Welcome Center and in personal life. She has proven herself to be of good moral character and an individual with integrity.

Sincerely,



Judy Reyes

Trinidad, Colorado

verified 3/26/13

March, 2013

To Whom It May Concern:

I have known Carol Patrick both personally and professionally for many years, and found that she is of good moral character.

As her supervisor at Trinidad State Junior College for more than 25 years, I can attest that she is honest , trustworthy and has a high standard of values. As a current member of the Board of Directors of the Southern Colorado Repertory Theater, she exhibits dedication and sound judgement.

Sincerely,



Pete Deluca,

Retired Vice President for Development

Trinidad State Junior College

Trinidad, CO 81082

mess 3/26/13
verified 3/26/13

March 11, 2013

RE; Mr. V. James Davis

To Whom It May Concern:

Mr. Jim Davis has been a friend and acquaintance for over the past decade. Unquestionably, Jim is a man of integrity and authenticity, a person who is honest, and a personality with all the manifestations of an unrivaled work ethic. He is an individual with a keen intellect who not only cares deeply for his fellow human beings, but is always willing to work for them and provide for many of their needs. There is no question in my mind that Jim will serve with excellence in whichever endeavor he chooses.

I recommend Mr. Davis unequivocally.

Sincerely,



Dr. Robert Leonetti, TSJC Professor of Psychology (Retired)
607 Navajo St.
Trinidad, CO 81082
Ph. - 719-680-7846

verified 3/25/13
-AG



March 11, 2013

To whom it may concern,

I have personally known James V. Davis for about 10 years.

I served with Mr. Davis on the Board of The Trinidad-Las Animas County Economic Development Inc. for three years. This Board was charged with enhancing the economic development in our City and County. In this capacity I witnessed firsthand the financial and business acumen of Mr. Davis. His decision making was sound and he contributed greatly to the organization and did so in a professional manner with honesty and integrity.

I also know Mr. Davis as a fellow parishioner at Holy Trinity Catholic Church, where Jim and his wife Suzanne, are Eucharistic Ministers. They are very involved with the Church and contribute greatly to the ministry of the Church in our community.

I am honored to attest to the moral and ethical character of Mr. Davis.

Please feel free to call me if need additional information.

Sincerely,

Ed Trommeter
Broker, Owner
Town and Country Estates Realty Inc.

verified 3/25/13

Jesse Manzanares----District Judge (Retired)

122 West First Street, Trinidad, Colorado 81082

719-846-4447

March 12, 2013

TO WHOM IT MAY CONCERN:

Re: V. James (Jim) Davis—Letter of Reference

I have been asked to write a letter of recommendation for V. James (Jim) Davis. I am pleased to do so.

I was born and raised in Las Animas County. I was admitted to the Colorado Bar in April, 1970. I served as a Colorado District Judge for 17 years and retired in 2003. Since retirement, I have maintained a part time law practice. My past experience includes 7 years as a Police and Fire Commissioner in Denver, and 8 years as a law professor and associate dean of the University of Denver, College of Law.

I have known Jim Davis and his wife since 1997, several years after he moved to our community from the state of Minnesota. During this time, we have had a number of professional discussions regarding legal matters involving the Santa Fe Trail Metro District, The Santa Fe Trail Property Owners Association, community fundraising matters, and several governmental issues. We have attended many social events over the years. We have both been active in our support for the Southern Colorado Repertoire Theatre. I admire his interest and dedication to many public service activities, one of which is being our most well known, community Santa Claus. I know he has extensive and varied work and business experiences.

I believe Jim Davis to be a man of the highest moral character. I recommend him to any person or organization, without reservation.

Very truly yours,


Jesse Manzanares

verified 3/25/13

ED R. BEARDEN

INSURORS

2nd FLOOR, FIRST NATIONAL BANK BUILDING
100 EAST MAIN STREET
TRINIDAD, COLORADO 81082
719 - 846-3353 FAX 719 - 846-0690

March 11, 2013

RE: Liquor License Application – V. James Davis

TO WHOM IT MAY CONCERN:

As a very long-time Trinidad resident and businessman, and because of his former position with the Council of Governments for Las Animas and Huerfano counties, it gives me great pleasure to recommend Jim Davis as applicant for a liquor license relative to his position as the Liquor Service Manager for Southern Colorado Repertory Theatre.

Mr. Davis has also served as a worthy and participating member of local boards and organizations and in my estimation would be extremely competent as a Liquor Service Manager.

Thank you very kindly for your personal consideration of Mr. Davis' liquor license application.

Sincerely,


Jack Bearden

mess. 3/25/13
verified 3/25/13

3/26/13

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

Applicant: Southern Colorado Repertory Theatre

dba:

Address: 131 W. Main Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

4-2-13
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013

3/26/13

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

Applicant: Southern Colorado Repertory Theatre

dba:

Address: 131 W. Main Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: repaired holes in ceiling.

4-2-2013
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013



Trinidad Police Department

2309 E Main St.
Trinidad, Co 81082
(719) 846-4441 (719) 846-3728 (fax)

April 29, 2013

Mrs Audra Garrett
City Clerk

To whom it may concern;

A check of public access data bases has been conducted on the below listed individuals. NO RECORD WAS FOUND

Gerald Cimino
Gina Stefanee
Angela Cesario
Scott Candland
Harriet Vaugeois
William Tranter
Carol Patrick
James Davis

If there are any questions regarding this please advise

Sincerely,

A handwritten signature in black ink, appearing to read 'Phil Martin', with a stylized flourish at the end.

Phil Martin #0857
Sergeant
Criminal Investigations

3/26/13

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

Applicant: Southern Colorado Repertory Theatre

dba:

Address: 131 W. Main Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: No ISSUES

4.1.13
Date

Charles J. Thomas
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 18, 2013

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Southern Colorado Repertory Theatre, Ltd., d/b/a Southern Colorado Repertory Theatre, 131 W. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new tavern license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, May 7, 2013, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: March 19, 2013

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

Dated this 20th day of March, 2013.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of March, 2013, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Southern Colorado Repertory Theatre, Ltd.
d/b/a Southern Colorado Repertory Theatre
131 W. Main Street
Trinidad, CO 81082


Audra Garrett, City Clerk

STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Southern Colorado Repertory Theatre, 131 W. Main Street, Trinidad, Colorado, which business has applied for a new tavern license to sell malt, vinous and spirituous liquors at said location, was duly posted for not less than fifteen continuous days, with the first day of posting occurring on the 18 day of April, 2013.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 18 day of April, 2013.

(S E A L)

CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

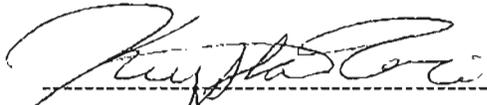
PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

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

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

47410 April 5, 2013



Krysta E. Toci

Subscribed and sworn to before me this
5 day of April,
A. D., 2013.



Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

The Chronicle-News Trinidad, Colorado

90 - Legal Notices

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Southern Colorado Repertory Theatre, Ltd., d/b/a Southern Colorado Repertory Theatre, 131 W. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new tavern license at this location to sell malt, vinous and spirituous liquors.

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Date of Application: March 19, 2013

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

Dated this 20th day of March, 2013.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Publish: April 5, 2013

47410



CITY of TRINIDAD

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

March 25, 2013

Southern Colorado Repertory Theatre
131 W. Main Street
Trinidad, CO 81082

Dear Applicant:

You recently applied for a new tavern liquor license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, May 7, 2013, at 7:00 p.m. The City Council has also tentatively established the boundaries of the neighborhood in which the establishment is proposed to be located as the area within the corporate boundaries of the City of Trinidad. A map identifying the neighborhood boundaries is attached.

Below are procedures you should follow at the hearing. Remember that the approval of this application and the granting of the requested license are not automatic. Well in advance of the hearing, the information provided in the application and the other forms and questionnaires, particularly with respect to criminal convictions, needs to be reviewed. Any corrections, alterations, deletions or additions need to be provided to the City Clerk no later than one week before the scheduled hearing. A knowing misstatement in any of these forms constitutes grounds for denial of the license.

Procedures to be followed at hearing:

- A. Avoid repetitive testimony which adds little to your case.
- B. All applicants (with the exception of club licenses) have the burden of proving that the needs of the neighborhood and desires of the inhabitants are not being met. Present your evidence to support this as concisely as possible. This may be in the form of verbal testimony, petitions, or other means.

Southern Colorado Repertory Theatre

March 25, 2013

Page 2

- C. Petitions - Before any liquor or beer license can be issued, two requirements must be affirmatively established that (1) the reasonable requirements of the neighborhood are not being met by existing outlets, and (2) that the inhabitants of the neighborhood desire that it be issued. One manner of showing this is by circulating petitions within the defined neighborhood (affected area). Many applicants use a marketing survey firm to circulate petitions. A sample petition is enclosed should you decide to do your own survey.

Please remember that because the applicant has received approval of the application by the local authority does not mean that a license will ultimately be issued. Every application is subject to review by the State of Colorado, and the Colorado Department of Revenue Liquor Enforcement Division must issue a State License before the City of Trinidad may issue a City License. The process of getting the application to the State, their review and issuance of their license, often takes three to four weeks to complete (less time if concurrent review is requested). You will be notified immediately when both the State and City licenses are ready to be mailed or picked up.

If you have any questions, please call.

Sincerely,



Audra Garrett
City Clerk

Encs.

Residents

Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST TRINIDAD, CO 81082
 Application for (Type of License) TAVERN

Name - Signature	Complete Home Address (Street Address/Apt #)	Age	Support	Oppose	Date Signed
William Baker	3145 Ash Trinidad	51	✓		4-22-13
Harmony Clark	1011 Baltimore Ave	39	✓		4-22-13
Paul A. Fapp	200 E Main St	65	✓		4-22-13
Joseph Henry	155 E Main St	72	✓		4-22-13
Madira Violante	705 Willow	53	✓		4-22-13
Mary Elizabeth	252 Main Ave	86	✓		4-22-13
Uma E Chacon	1506 Lawrence	79	✓		4-22-13
Annunziata Shurt	1510 Lawrence	51	✓		4-22-13
Michael Duran	2810 Desperado Dr	35	✓		4-22-13
Shirley Giles	700 Anakawau	59	✓		4-22-13
Marcia Carham	269 W Commercial	50	✓		4-22-13
Louis Anselm	608 S Maple St	72	✓		4/22/13
Richard W. Allen	156 Elm	59	✓		4-22-13
Joseph Roberto Gutierrez	117 N Oak St. Trinidad	46	✓		4/22/13
Ken Giles	218 S Oak	41	✓		4-22-13
Thomas Murray	1020 E 2nd	63	✓		4-22-13
John David Smith	1502 Stonewall Ave	64	✓		4-22-13
Joseph Williams	304 E White	85	✓		4-22-13
Gene Marquez	1020 State St	63	✓		4-22-13
Bob	709 S Maple	65	✓		4-30-13
Bernadine Torres Mann	1710 Rosita Ave	58	✓		4-30-13

Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST, TRINIDAD, CO 81082
 Application for (Type of License) TAVERN

Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
<i>Sam Lucetti</i>	804 San Juan	87	X		4/30/13
<i>Dieta M. Becker</i>	704 Skelton St.	76	X		4/30/13
<i>Mike Vecchio</i>	720 Colorado	66	X		4/30/13
<i>Frank Velarde</i>	1505 E Main #21	73	X		4/30/13
<i>Paula Murphy</i>	335 E. Main St.	53	X		4/30/13
<i>Eric Salas</i>	230 W 1st	64	X		4-30-13
<i>Walter Nelson</i>	137 W. Main St	56	X		4/30/13
<i>Ron Coleman</i>	137 W. Main	64	X		4/30/13
<i>Ashebel Apto</i>	110 W 2nd St	57	X		4/30/13
<i>Wm. U. U. U.</i>	1014 Lincoln St	60	X		5/1/13
<i>Margaret Koronen</i>	629 Park St	65	X		5/1/13
<i>John Hill</i>	500 Ash St	41	X		5/1/13
<i>Raymond Montoya</i>	117 N. Commercial	71	X		5-1-13
<i>Jim Denny</i>	414 S Commercial	55	X		5/1/13
<i>Steve</i>	515 S Maple	43	X		5/1/13

PETITION

Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST TRINIDAD, CO 81082
 Application for (Type Of License) Tavern
 Public Hearing before the local Licensing Authority:
 Date and Time MAY 7, 2013, 7 PM
 Location TRINIDAD CITY HALL

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are the owner or manager of a business located within the designated affected area (see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

	Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
owner		149 E. Main St Cottonwood Gallery	74	X		4/22/13
owner		131 EAST MAIN ST HADAB'S	74	X		4/22/13
owner		125 E. Main St Chacon Insurance	80	X		4/22/13
owner		426 N. Chestnut St Durans Oil	57	X		4-22-13
owner		113 E. Main St Public Works - Electric	69	X		4-22-13
owner		709 N Commercial	45	X		4/22/2013
owner		1214 S. Main St A+B Plumbing	64	X		4/22/13
owner		Park Cafe 608 av 3	72	X		4/22/13

Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST, TRINIDAD, CO 81082
 Application for (Type of License) Tavern

	Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
owner	Thomas J. Murphy	Murphy - Murphy FH 785 E MAIN	52	X		4/30/13
owner	Bob Mantelli	Mantelli 133 W. Main St	64	X		4-30-13
owner	Wise Lynn	Lumber Jacks 1133 N. Linden Ave.	54	Y		4-30-13
owner	Lee D. Smith	Lee D. Smith 125 Colorado St	70	X		4-1-13
owner	Theresa D. Quinn	Salon Threeth-Nine 301 W. Main St	56	X		5/1/13
owner	Amelia Campbell	Curly's Dreads Cm. The Chronicle-News	60	X		5/1/13
owner	Allyn & Steumaker	200 Church St	41	X		5/1/13
EXE Director E.O.	Steven Kelly	184 W. Main St Trinidad Co Planning Dev	71	X		5/1/13
owner	Rodolfo Reveles	Rodolfo Reveles Attorney 100 E. Main St Suite 507	48	X		5/1/13
owner	Theresa Quinn	Theresa's Antiques 162 E Main St	56	X		5/1/13
owner	Frances Nicholson	The Corner Shop 101 E Main St	54	X		5/1/13
owner	Maggie Abbott	Antiques and More 113 N. Coml	73	X		5/1/13
owner	Frank Gilliam	FRANK'S 200 N. Commercial	30+	X		5/1/13
owner	Angie Schuster	Big Ear Hearing Aids 210 N. Commercial	64	X		5/1/13
owner	Dr. Dennis	Commercial St Salon 254 N. Commercial St	45	X		5/1/13
OWNER	DAVE FRANK	FRANK PHOTOGRAPHY 234 N. Commercial	60	X		5/1/13
owner	Kevin Feldman	Rocky Mountain Performance 132 N. Commercial	25	X		5/1/13
owner	John P. Beecher	Beecher Insurance 100 E. Main Suite 202	85	X		5/01/13
owner	Paula Martinez	Paula's Wings 103 W. Main	47	X		5/1/13
owner	[Signature]	Century Financial 109 W. Main	45	X		5/1/13
owner	[Signature]	Bella Luna Pizzeria 121 W. Main		X		5/1/13

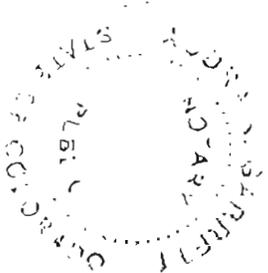
Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST, TRINIDAD, CO 81082
 Application for (Type of License) TAVERN

AFFIDAVIT

I, V JAMES DAVIS, do hereby state that I was the circulator of said petition consisting of 7 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be 21 years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Circulator *James Davis*

Date Signed 5-3-13



State of Colorado }
 County of Las Animas }

ss.

Subscribed and sworn before me this 3rd day of May, 2013. My commission expires 3/18/2013.

Notary Public *Cynthia J. Garrett*

MEMORANDUM
May 3, 2013

TO: Trinidad City Councilman Bonato
Trinidad Mayor Baca Gonzales
City Council Members
Trinidad City Manager Acre
Trinidad City Attorney Downs

FM: Southern Colorado Repertory Theatre, LTD, Board of Directors

At the April 16, 2013 City Council Meeting, Councilman Bonato raised a number of questions with regard to the amended Arts Liquor License Application filed with the City and State of Colorado by the Southern Colorado Repertory Theatre (SCRT) on or about March 13, 2013. Although the purpose of our appearance at the Council meeting was to discuss and answer any questions concerning our Special Event Permit request for the scheduled productions in the month of May, 2013, we respect Mr. Bonato's questions and concerns and wish to address them, as they were related by Mr. Bonato.

1. There are already four liquor licenses within 100 feet of the building occupied by SCRT. We acknowledge there are two liquor licenses located within the same block as the building and two others within the next two blocks. Most importantly, those licenses are held for totally different purposes, two operating as taverns with eight or more hours of operations per day and two as restaurants serving liquor for five to eight hours per day to enhance and supplement their food service. The SCRT will operate its liquor service for approximately one hour and fifteen minutes for its theatre productions and during the course of any other special events. It is not a daily operation and if you refer to the Conditional Use Permits approved by the Trinidad Planning Commission, preliminary to our amended Arts Liquor License Application filing, you will find that those are the only hours that liquor service is permitted. As no financial support was possible from the City, County or Tourism in 2013, any additional source of revenue is extremely important to SCRT. We anticipate that after our productions and events are over, our good neighbors in the full time tavern and restaurant business will be beneficiaries from our activities.
2. Is there a fire escape from the second floor of the building? Like any number of buildings within the Trinidad Historical District, there is not. However, the second floor of the building is not used for our Theatre productions and special events. In addition there are two interior staircases with adjacent exit doors available to anyone who might be on the second floor in the event of an emergency. We also refer you to the approved Fire Safety Plan, signed by Chief Perea on January 14, 2013, which has been part of each Special Event Permit Application reviewed by Council for three of the past five months as well as attached to our amended Arts Liquor License Application.
3. The question was raised concerning what our capacity is. If you received a copy of the City Planning Commission approval of our Conditional Use Permits, you will find that their current listed capacity is 149 occupants or less. Chief Perea subsequently reported to Council that he

has set and posted the occupancy for the first floor, where the Theatre productions and special events will be held, at 134.

4. There was a question of whether "loitering" on Main Street would be a result of approving a Tavern license for SCRT. We feel it important for Council to consider that our Theatre productions last for a total of approximately two hours and forty-five minutes. Two hours of that is the running time of the productions and the balance of time is the one half hour prior to the production and the ten to fifteen minute intermission when beverages, snacks and sandwiches are offered. If attendees leave the building, it is likely for a brief breath of fresh air and/or a smoke, neither of which, we believe, would possibly meet the definition of "loitering", if the City has adopted one. In the case of a different special event, we will be diligent to discourage any congregating on Main Street and otherwise direct attendees to the parking lot behind the building. We will also monitor our exits to prohibit any beverages from leaving the interior, in accordance with our Operating Plan.
5. The question of where people will go for a smoke and whether or not that will cause a "loitering" problem. Once again, we refer you to the response we have given to concern number 4. In addition, we do not believe it would be the desire or intent of anyone complying with the "no smoking in public places" ordinance, to end up violating a "loitering" ordinance.
6. The question of "how many liquor licenses are appropriate in the City of Trinidad" was raised. We recognize that this is an issue for City Council to decide at a time it deems appropriate. We believe that the question is not solely one of a "number", but might also include an examination of purpose and how that purpose will have a predictably positive or negative effect on the City, its citizens and its economy. SCRT feels very strongly that its activities are an enhancement to the City and the region, its citizens and the area economy. Our amended Arts Liquor License Application is the result of the limitation on the number of Special Event Permits allowed per year, as our scheduled productions are three times that amount. We also desire to improve our revenue and financial viability by the ability to serve liquor on the limited basis permitted.
7. The question was raised whether any negative impact may be caused by the presence of children, either performing or attending our performances. Historically, we have never had children involved with SCRT, as participants or attendees, that were not properly supervised. We even designate those productions and/or events that are "child appropriate". In addition, the SCRT Operating Plan presented to the Trinidad Police Department was approved and signed by Chief Glorioso on January 15, 2013 and has been an attachment to our Special Event Permit Application to City Council three of the past five months and is also a part of the amended Arts Liquor License Application submitted on or about March 13, 2013.
8. The question was raised as to what happens with the amended Arts Liquor License, if approved, in the event SCRT either vacates the current location or ceases to do business. From the Conditional Use Permits approved by the City Planning Commission preliminary to our amended Arts Liquor License Application filing, it deals with those events specifically and states that should SCRT vacate that premise or discontinue doing business, the Conditional Use Permits, for use of the building as a Theatre production and special event venue and the use of the location for limited liquor sales will immediately expire. We are not allowed to sell, assign or transfer the amended Arts Liquor License, if issued.

9. The question was raised about the SCRT members and volunteers who would dispense liquor being properly trained. As of this date, we have eight TIPS trained volunteers and another three volunteers awaiting the next class. A list of the TIPS trained volunteers and copies of their certifications are available in the SCRT office.

We sincerely hope that we have adequately and appropriately addressed the questions and concerns raised at the April 16, 2013 City Council meeting and that our responses will lead to a favorable decision on the part of City Council. Thank you very much for your time and attention to this matter, as it is very important to SCRT.

Yours Truly,

The Southern Colorado Repertory Theatre, LTD, Board of Directors

PETITION

Applicant SOUTHERN COLORADO REPERTORY THEATRE LTD
 Trade Name of Establishment SOUTHERN COLORADO REPERTORY THEATRE (SCRT)
 Proposed Location 131 W. MAIN ST TRINIDAD, CO 81082
 Application for (Type Of License) Tavern
 Public Hearing before the local Licensing Authority:
 Date and Time MAY 7, 2013, 7 PM
 Location 7:00 PM TRINIDAD CITY COUNCIL

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are a resident within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature	Complete Home Address (Include Space/Apt. No)	Age	Support	Oppose	Date Signed
<i>Tom A. Gress</i>	2700 DESPARADO	56	X		4/22/13
<i>Shirley Swartz</i>	823 Pine St	59	X		4/22/13
<i>Ronald Goffin</i>	1210 Canfield Ave	63	X		4/22/13
<i>Donna L. O</i>	1005 ARIZONA AVE	56	X		4/22/13
<i>Patricia</i>	1012 Colorado Dr	67	X		4/22/13
<i>Neil M. Hill</i>	905 CHESTNUT	74	X		4-22-13
<i>Janice Labunski</i>	2604 Desparado Dr	30	X		4/22/13
<i>Jim</i>	734 E MAIN ST	52	X		4/22/13
<i>Paul A. Egan</i>	16041 BARFIELD	54	X		4/22/13

City of Trinidad

City Clerk's Office

4



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Meeting: May 7, 2013

Prepared By: Tom Acre

Date Prepared: April 18, 2013

Dept. Head Signature: *Tom Acre*

of Attachments: 1

SUBJECT: Third Judicial - Juvenile Diversion Program Art

Presenter: Tony Diego, Program Director

Recommended City Council Action: This is an update about the Juvenile Diversion Program Art project this year. No action is required by City Council.

Summary Statement:

The Juvenile Diversion Program is a first time offender pre-file judicial program for youth in Las Animas County ages 10-17 at the time of offense. The offenses that can be considered for the diversion program, range from Class 1, 2 and 3 Misdemeanors to some class 5 and/or 6 Felonies at the discretion of the program director and the District Attorney. Mr. Diego has been working with youth in this program for the past 5-years using the arts as a diversion.

The youth currently in the program have been working on a mural for the Kit Carson Park with completion and placement on the former restroom facility wall planned for May 2013. Photos of the work in progress are attached.

Expenditure Required: Approximately \$100 for Plexiglas cover

Source of Funds: Parks and Boulevards Budget

Policy Issue: Placement of Art in Public Place

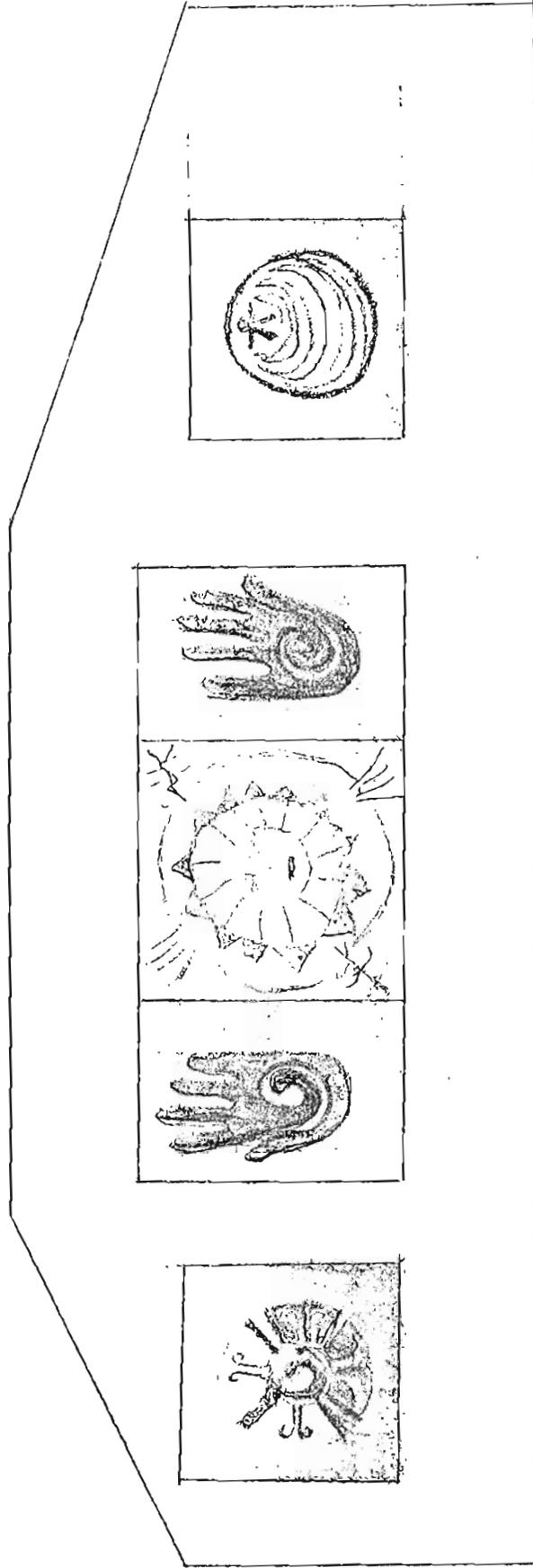
Alternative: Placement of Art in an alternative location

Background Information:

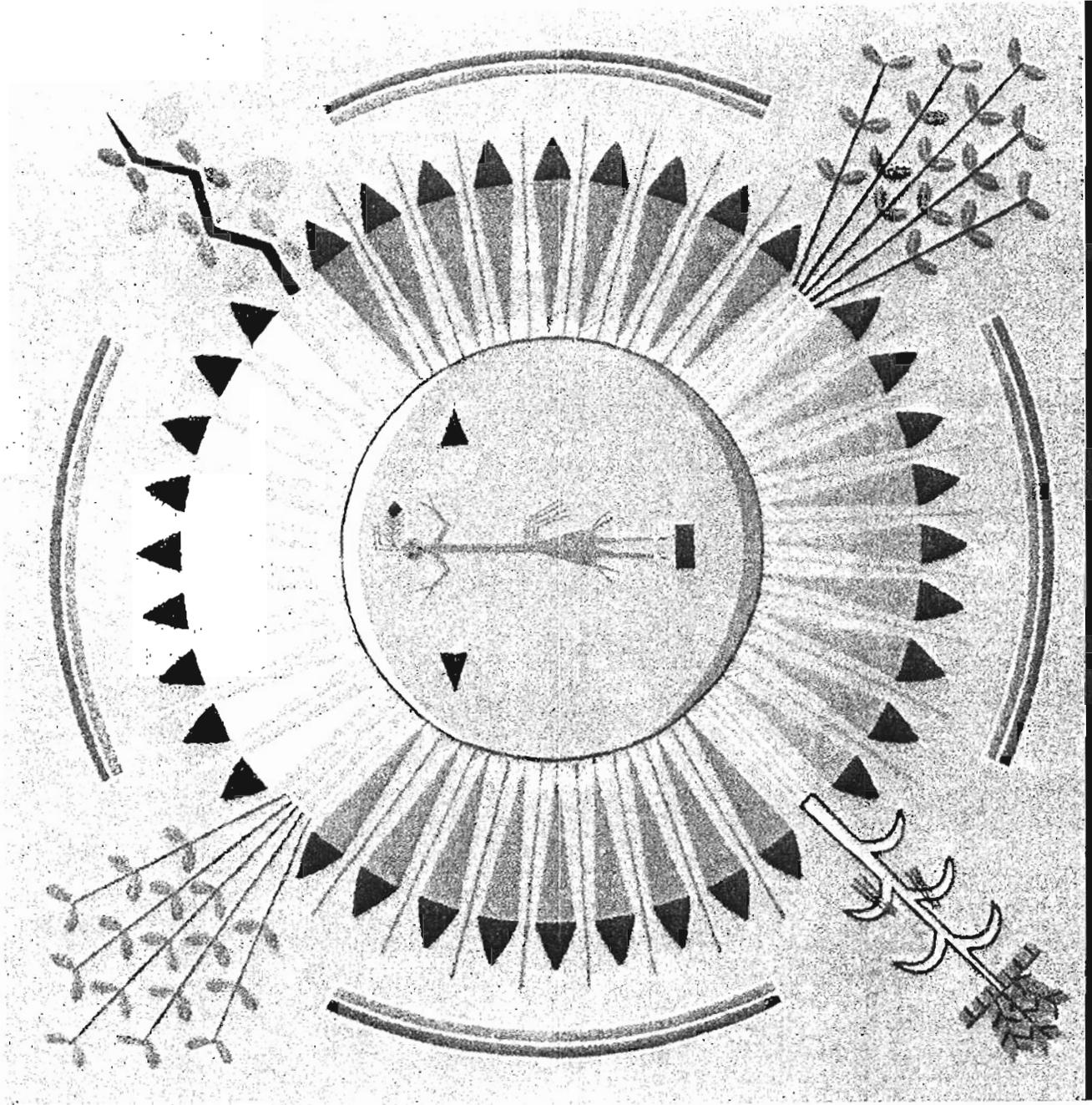
The Juvenile Diversion Program applied for and received a grant from the City of Trinidad's Art and Cultural Advisory Commission and has work with the Commission as they have developed a mural. Previous art developed as a result of this program have been placed in at Cimino Park, the Carnegie Public Library, the River Walk and the Opera House Boardwalk.

4

Superville Diversion
Mural Project 2013



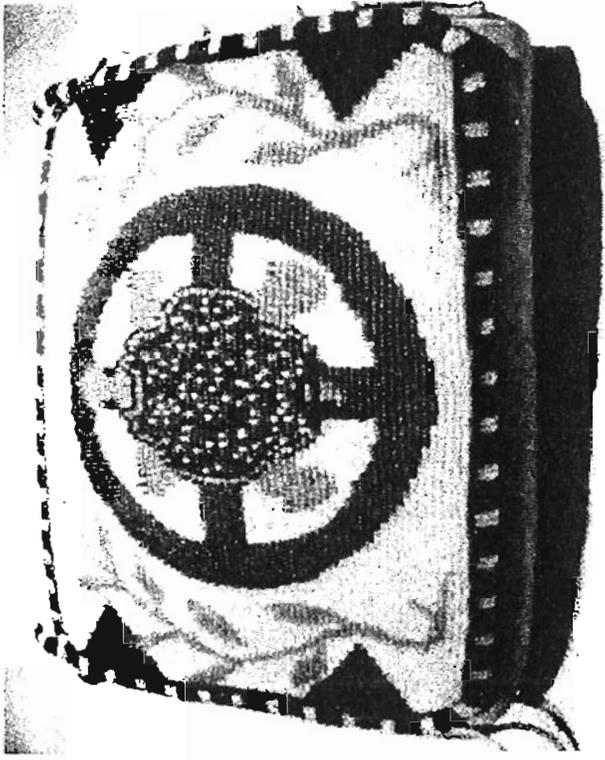
1-4'x8' Panel
2-4'x4' Panels



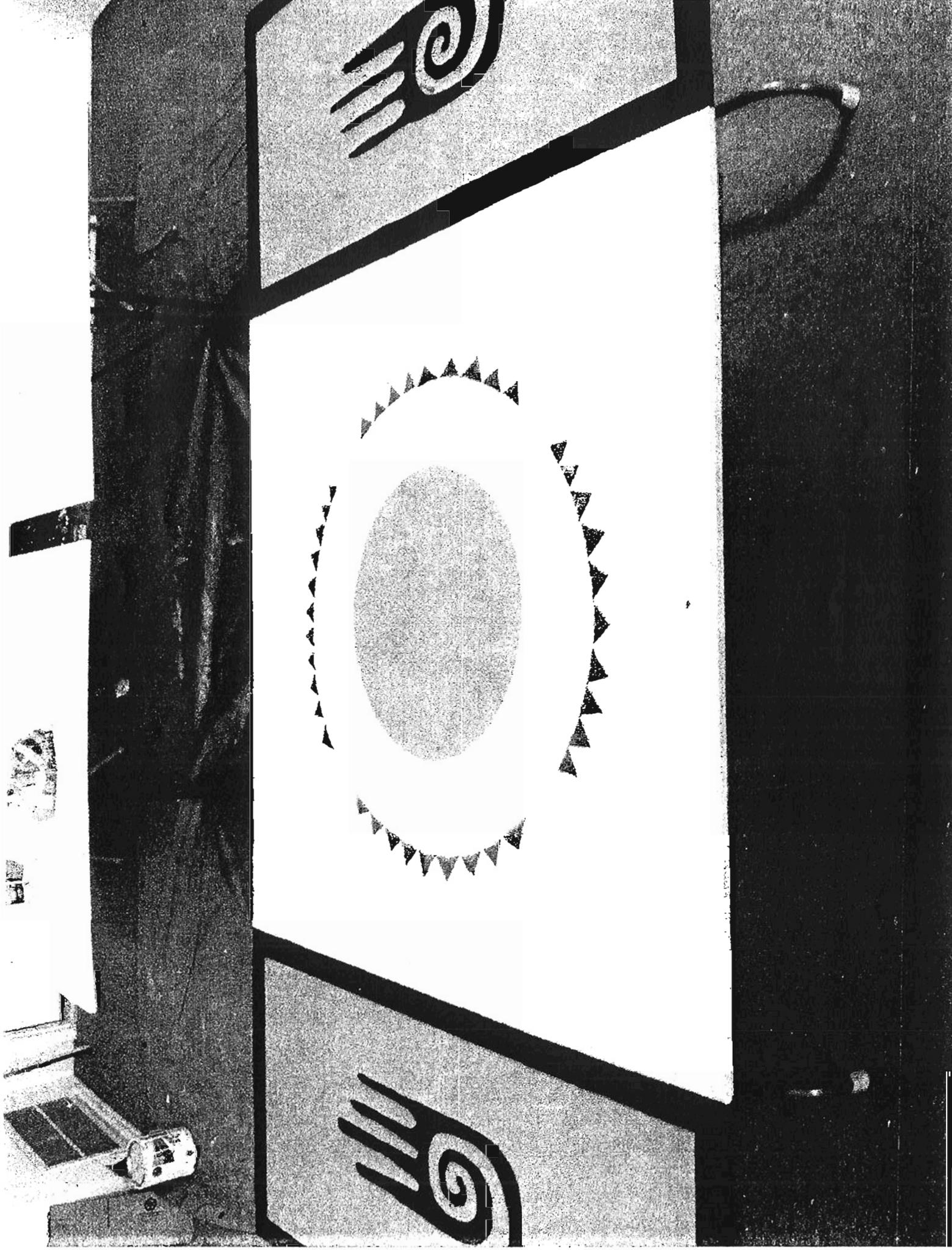




3/19/13



UteBeadworkHorseBag.jpg (352x288)





COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 8

SUBJECT: Hotel and restaurant liquor license renewal request by Fisher's Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge at 3130 Santa Fe Trail Drive

PRESENTER: Fisher's Peak Lodging, LLC

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- No concerns were raised with respect to annual inspection by the Fire Department and Building Inspector.
- The Police Department had no calls for service to report relative to this licensee.
- The Health Department indicated the licensee's compliance.
- Disclosure statements provided by Council members Miles and Velasquez are attached.
- Appropriate fees have been paid.
- This application was tabled at the April 16th meeting due to lack of representation at the meeting.
- A Stipulation, Agreement and Order is included from Colorado Liquor Enforcement Division as a result of an enforcement action.

**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	

TRINIDAD HOLIDAY INNPEAKS RSTRNT & LOUNGE
 2301 8TH AVE NE STE 120
 ABERDEEN SD 57401-3252

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 FISHERS PEAK LODGINGLLC		DBA TRINIDAD HOLIDAY INNPEAKS RSTRNT & LOUNGE		
Liquor License # 15662390000	License Type Hotel & Restaurant (city)	Sales Tax License # 15662390000	Expiration Date 5/20/2013	Due Date 4/5/2013
Street Address 3130 SANTA FE TRL DR TRINIDAD CO 81082-3760				Phone Number (605) 225 0058
Mailing Address 2301 8TH AVE NE STE 120 ABERDEEN SD 57401-3252				
Operating Manager Craig Spieker	Date of Birth [REDACTED]	Home Address [REDACTED] Castle Rock, Co	Phone Number 303-941-9601	

- 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 Kevin Weisbeck	Title Owner
Signature [Signature]	Date 3/27/13

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

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

Applicant: Fisher's Peak Lodging, LLC

dba: Trinidad Holiday Inn/Peaks Restaurant & Lounge

Address: 3130 Santa Fe Trail Dr.

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT COUNCIL MEETING DATE: April 16, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

CB

Date: 4-13

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 10, 2013

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

Applicant: Fisher's Peak Lodging, LLC

dba: Trinidad Holiday Inn/Peaks Restaurant & Lounge

Address: 3130 Santa Fe Trail Dr.

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT COUNCIL MEETING DATE: April 16, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

Date: 4-1-13

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 10, 2013

4/3/2013

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

Applicant's Name: Fisher's Peak Lodging, LLC

DBA: Trinidad Holiday Inn/Peaks Restaurant

Business Address: 3130 Santa Fe Trail

Type of License: Hotel and Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 16, 2013

DEPARTMENT REVIEW

DEPARTMENT: **FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT**

COMMENTS:

No records found

4-9-13
Date

Robert J. Stevens
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

April 10, 2013

Audra Garrett

From: John Martinez jmartinez@la-h-health.org
Sent: Thursday, April 04, 2013 8:14 AM
To: Audra Garrett
Subject: RE: liquor renewal

Hi Audra,
Fishers Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge located at 3130 Santa Fe Trail Drive, is in compliance with this Agency.

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

is in Compliance with this Agency

From: Audra Garrett (<mailto:audra.garrett@trinidad.co.gov>)
Sent: Wednesday, April 03, 2013 4:05 PM
To: John Martinez
Subject: liquor renewal

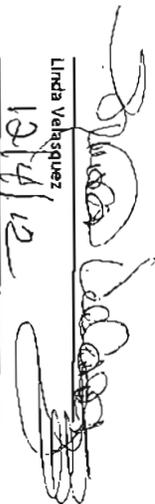
Hi John,
Please verify compliance with your office for Fisher's Peak Lodging, LLC d/b/a Trinidad Holiday Inn/Peaks Restaurant & Lounge at 3130 Santa Fe Trail Dr.

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



DISCLOSURE STATEMENT

I, Linda Velasquez, hereby state and affirm that I am a member of Gino's Sports Bar, LLC, a Colorado limited liability company formed on September 9, 2011, whose principal office address is 310 Spruce Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Gino's Sports Bar, a tavern licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 991 E. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado, that I hold a 25% interest in Gino's Sports Bar, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Linda Velasquez
Date 12/4/12

DISCLOSURE STATEMENT

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


Michelle Miles
Date 12/4/12

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 13-053

IN THE MATTER OF:

**FISHER PEAK LODGING LLC
D/B/A TRINIDAD HOLIDAY INN PEAKS RESTAURANT & LOUNGE
3130 SANTA FE TRAIL DRIVE
TRINIDAD, COLORADO 81082**

Hotel & Restaurant License No. 15-66239-0000

The State of Colorado, Liquor Enforcement Division ("Division") and Fisher Peak Lodging LLC, d/b/a Trinidad Holiday Inn Peaks Restaurant & Lounge, 3130 Santa Fe Trail Drive, Trinidad, Colorado 81082 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-901(1)(a.5)(I), C.R.S.

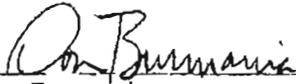
IT IS ALLEGED THAT:

- A. On February 12, 2013, the Licensee, by and through its employee/agent Jerrica N. Ketcherside, permitted the selling, serving, giving, or procuring of an alcohol beverage (Coors Light brand malt liquor) to LEDCS12-05, an eighteen-year-old Liquor Enforcement Division underage purchaser.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.

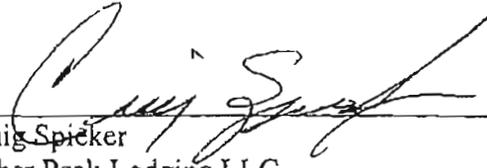
revenues. Based upon these records, the amount of the fine has been determined to be **\$280.00.**

- A. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid to the Department of Revenue on or before **April 12, 2013.**
 - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's five (5) day suspension as set forth in paragraph 5 of this stipulation and agreement shall be deemed automatically permanently stayed.
 - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full five (5) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
 9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 12-47-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§12-47-103(9) (b) and 12-47-601, C.R.S.
 10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel,

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.



Don Burmania
Director
Liquor Enforcement Division



Craig Spicker
Fisher Peak Lodging LLC

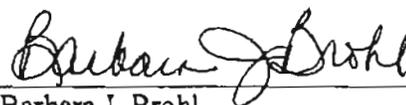
4/2/13

Date

3/25/13

Date

APPROVED and ORDERED this 11th day of April 2013.



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

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - A. A **fifteen (15) day** suspension of Licensee's **hotel & restaurant license** to take place as follows:
 - i. License to be actively suspended for **five (5) days** from 12:01 a.m. on **May 16, 2013** until 11:59 p.m. on **May 20, 2013**.
 - ii. During any period of active license suspension, Licensee will post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - iii. **Ten (10) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
6. The Licensee has filed a written petition to the Division in accordance with 12-47-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The Division finds that the petition supports the following:
 - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
 - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - C. That the Licensee has not had its license or permit suspended or revoked, nor had any suspension stayed by the payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in this stipulation and agreement.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of five (5) days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of **February** shall be the appropriate measure of said estimated gross

- Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
 12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
 - a. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - b. The right to cross-examine all witnesses against Licensee at a formal hearing;
 - c. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
 - d. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
 - e. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - f. The right to appeal this Order.
 13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
 14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS:

SUBJECT: 3.2% Beer Retail (Off-Premises) renewal request by Safeway Stores, Inc. d/b/a Safeway Store #722 at 457 W. Main Street

PRESENTER: Safeway Stores, Inc.

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- The departmental report from the Building Inspector and Fire Chief report electrical panels being blocked at the west end of the store; the emergency exit being blocked on the west side of the building; combustibles being stacked too high; vertical openings; sprinkler heads in the bakery need to be cleaned. The Fire Chief indicated that he would re-inspect in two weeks. A second inspection was made 5/1/13 by the Fire Department. All of the issues raised by both Fire and Inspection had been satisfied by 5/1/13.
- The Police Department had no calls for service to report relative to this licensee.
- Disclosure statements provided by Council members Miles and Velasquez are attached.
- Appropriate fees have been paid.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	96.25

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 Safeway Stores 45, Inc.		DBA Safeway #722		
Liquor License # 21-70664-0017	License Type 3.2 Percent Beer Retail License (off premises)	Sales Tax License # 21-70664-0017	Expiration Date 6-17-2013	Due Date 04-19-2013
Street Address 457 W Main Street, Trinidad, CO 81082				Phone Number 719-846-2246
Mailing Address PO Box 29096 MS 6531 Phoenix, AZ 85038-9096				
Operating Manager Stephen Forbes	Date of Birth _____	Home Address _____, Trinidad, CO 81082		Phone Number _____

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO *Attached*
- 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 Don R Johnson	Title Don R. Johnson Director Financial Reporting
Signature 	Date 4-4-2013

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

551234 L100

ATTACHMENT TO BEER LICENSE APPLICATION FOR
SAFeway STORES 45, INC. and SAFeway STORES 46, INC.

Question #5

Safeway Stores 45, Inc. and Safeway Stores 46, Inc. currently hold numerous 3.2% licenses in Colorado. Both of these entities have occasionally had a license suspended. See attached list for suspensions within the past year. Safeway Stores 46, Inc. Yes, had a Safeway application denied in the City of Aurora (January, 2002) based on needs and desires issues. However, the application was reconsidered and unanimously approved in February of 2002. Safeway Stores 45, Inc. have had not had any applications for 3.2% beer denied.

STATE OF COLORADO

LIQUOR ENFORCEMENT DIVISION
Department of Revenue

Business Location
1881 Pierce Street, Suite 108A, Lakewood, CO 80214
Phone (303) 205-2300
FAX (303) 205-2341

E-mail: soliver-cole@spike.dor.state.co.us

Website: www.revenue.state.co.us/liquor_dir/liquor.html



Bill Ritter
Governor

Kory Hume
Executive Director

Len Harrison
Liquor Division Director

May 14, 2007

SAFeway STORE FORTY FIVE INC
ATTN: LIQUOR LICENSING
PO BOX 29096
PHOENIX AZ 82038-9096

License # 21-79919-0000

Dear Licensee:

Every time the State of Colorado Liquor Enforcement Division receives a renewal application for one of your Safeway stores we received the attached information packet. We do not require this, even if there are changes to the corporate structure because Safeway Store Forty Five Inc & Safeway Stores Inc is a Master File. Therefore the information only need be changed on the Master File only when necessary. If the local licensing authority for each jurisdiction requires it then forgive me for bringing it up. I felt I should try to save your company on the postage.

Please contact our office at (303) 205-2300 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Shella".

Shella Oliver-Cole
Licensing Specialist

SAFeway STORES 45 & 46 INC VIOLATIONS LIST

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #2138 1730 S. Buckley Road Aurora, CO 80017 Our File No. 580	2/11/2013	Show Cause Hearing date to be determined.
Safeway Stores 46, Inc. Safeway Stores #0637 37500 E. US Hwy 40 Steamboat Spgs, CO 80488 Our File No .578	1/16/2013	Show Cause Hearing date to be determined.
Safeway Stores 45, Inc. Safeway Store #1828 18730 S. Buckley Road Aurora, CO 80017 Our File No .577	12/6/2012	Show Cause Hearing date to be determined.
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 802151 Our File No .574	10/9/2012	Show Cause Hearing date to be determined.
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wanderview Ave. Estes Park, CO 80517 Our File No .573	8/21/2012	Show Cause Hearing secheduled for 10/23/12
Safeway Stores 45, Inc. Safeway Store #0008 7375 E. Arapahoe Road Centennial, CO 80112 Our File No .570	5/18/2012	15 day suspension, 10 days held in abeyance for 1 year. Fine to be determined. Show Cause Hearing 8/16/2012.
Safeway Stores 46, Inc. Safeway Store #2520 111 18th Street Burlington, CO 80807 Our File No .563	5/2/2012	11 day suspension, 7 days held in abeyance for 1 year. Petition to pay fine of \$200 in lieu of 4 days active suspension to be served.
Safeway Stores 45, Inc. Safeway Store #1480 9255 S. Broadway Highlands Ranch, CO 80128 Our File No .568	4/26/2012	Show Cause Hearing in Douglas County pending. No violation for this store in eight years.
Safeway Stores 46, Inc. Safeway Store #0320 1122 11th Ave. Greeley, CO 80631 Our File No .564	3/12/2012	Paid \$200 fine in lieu of suspension.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #1046 1300 Dexter Street Fort Lupton, CO 80621 Our File No .562	1/7/2012	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days.
Safeway Stores 45, Inc. Safeway Store #2910 1832 Hover Road Longmont, CO 80501 Our File No .560	11/13/2011	14 day suspension, and paid fine of \$515.48 in lieu of serving any days of the suspension.
Safeway Stores 46, Inc. Safeway Store #2824 1900 Highway 24 Leadville, CO 80481 Our File No .559	9/7/2011	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 80215 Our File No .558	8/9/2011	10 day suspension, 5 days held in abeyance for 1 year, paid \$200 fine in lieu of 5 days.
Safeway Stores 46, Inc. Safeway Store #3714 817 W. 29th Ave. Pueblo, CO 81008 Our File No .557	7/18/2011	14 day suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of 4 days. 9/19/2011 Pending
Safeway Stores 46, Inc. Safeway Store #1791 1535 Main Street Windsor, CO 80550 Our File No .556	7/7/2011	15 day Suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days
Safeway Stores 45, Inc. Safeway Store #2792 27152 Main Street Conifer, CO 80433 Our File No .555	6/22/2011	8/4/2011 Hearing Held
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street, Salida, CO 81201 Our File No .554	6/6/2011	Admitted sale to a minor violation and received 24 day active suspension. Signs posted 9/8/11 thru 9/23/11
Safeway Stores 45, Inc. Safeway Store #1873 771 Thornton Parkway Thornton, CO 80229 Our File No .551	3/7/2011	14 day suspension, 9 days held in abeyance for 1 year, and 2 days actually served, \$200 fine paid in lieu of 3 days suspension. [5/18/2011]

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #1578 1101 E. U.S. Highway 24 Woodland Park, CO 80863 Our File No .548	2/7/2011	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days suspension.
Safeway Stores 46, Inc. Safeway Store #1975 6925 Mesa Ridge Parkway Fountain, CO 80817 Our File No .547	2/4/2011	15 day suspension, 10 days held in abeyance for 1 year, \$398 fine paid in lieu of 5 days suspension
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .545	1/22/2011	14 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 4 days suspension. [8/8/11] Pending as of 4/29/11
Safeway Stores 46, Inc. Safeway Store #1532 220 S. Elizabeth Street Elizabeth, CO 80105 Our File No .537	10/19/2010	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days suspension
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street Salida, CO 81201 Our File No .540	10/2/2010	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #0008 7375 E. Arapahoe Rd. Centennial, CO 80112 Our File No .536	9/24/2010	10 day suspension, 5 days held in abeyance for 1 year, paid fine for remaining 5 days.
Safeway Stores 46, Inc. Safeway Store #2915 860 Cleveland Ave. Loveland, CO 80537 Our File No .535	9/18/2010	15 day suspension, 10 days held in abeyance for 1 year, 5 days paid by way of \$200 fine
Safeway Stores 46, Inc. Safeway Store #2624 3802 W. 144th Ave. Broomfield, CO 80020 Our File No .530	7/7/2010	7 day suspension with 4 days held in abeyance for 1 year and payment of a \$200 fine in lieu of serving the remaining 3 days of suspension.
Safeway Stores 45, Inc. Safeway Store #1635 10300 Federal Blvd Federal Heights, CO 80280 Our File No .528	7/8/2010	5 day suspension, 4 days held in abeyance for 1 year and a \$200 fine in lieu of 1 day.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 45, Inc. Safeway Store #1587 7353 Federal Blvd. Westminster, CO 80030 Our File No .529	6/1/2010	Written Warning
Safeway Stores 46, Inc. Safeway Store #2917 1605 Bridge St Brighton, CO 80601 Our File No .527	5/9/2010	7 day suspension, 5 held in abeyance for 1 year, served 2 days active suspension.
Safeway Stores 46, Inc. Safeway Store #2811 2798 Arapahoe Street Boulder, CO 80302 Our File No .528	4/21/2010	14 day suspension, 9 days held in abeyance and 5 days actually served.
Safeway Stores 45, Inc. Safeway Store #0010 3851 So. Hwy #74 Evergreen, CO 80439 Our File No .522	6/15/2009	Admitted violation, paid fine in lieu of suspension.
Safeway Stores 45, Inc. Safeway Store #1933 20153 E. Smoky Hill Road Centennial, CO 80016 Our File No .523	5/1/2009	14 day suspension, 7 days held in abeyance for 1 year and 7 days actively suspended.
Safeway Stores 45, Inc. Safeway Store #1892 1580 East Main St Cortez, CO 81321 Our File No .520	4/7/2009	Admitted violation, paid fine in lieu of suspension.
Safeway Store 46, Inc. Safeway Store #1975 6949 Mesa Ridge Pkwy. Fountain, CO 80817 Our File No .518	2/23/2009	10 day suspension, 6 in abeyance for 1 year, paid \$200.00 fine for remaining days.
Safeway Stores 46, Inc. Safeway Store #1578 9229 East Lincoln Ave. Lone Tree, CO 80124 Our File No .517	1/26/2009	3 day suspension, 1 day served, 2 days held in abeyance for 1 year.
Safeway Stores 46, Inc. Safeway Store #2241 8430 N. Federal Blvd. Westminster, CO 80030 Our File No .515	12/3/2008	14 day suspension, 3 days served, 11 days held in abeyance for 2 years.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #2342 11088 West Jewell Lakewood, CO 80228 Our File No .510	5/23/2008	5 day suspension - paid fine in lieu
Safeway Stores 48, Inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .508	5/7/2008	5 day suspension
Safeway Stores 48, Inc. Safeway Store #1681 1301 Main St Alamosa, CO 81101 Our File No .503	3/15/2008	15 day suspension, 5 held in abeyance for 1 year, 10 served
Safeway Stores 48, Inc. Safeway Store #3723 315 W. 2nd St. La Junta, CO 81050 Our File No .502	1/26/2008	23 day suspension, 13 held in abeyance for 1 year, 10 served
Safeway Stores 48, Inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .501	1/11/2008	Written Warning
Safeway Stores 46, Inc. Safeway Store #2918 3528 W 10th St Greeley, CO 80631 Our File No .497	12/15/2007	8 day suspension, 3 held in abeyance for 1 year, \$200 fine paid in lieu of 5 days suspension

0242	(303) 457-2995	(242)	3904 E. 120th Ave. Thornton, CO 80233	COLORADO	Anthony Segura	(303) 457-6959
1045	(303) 857-0136	(045)	1300 Dender St. Fort Lupton, CO 80821	HIGHWAY 52	Damian Rodriguez	(303) 857-6377
1148	(303) 468-7888	(148)	8776 W. 120th Ave. Broomfield, CO 80020	MAIN	Amy Waldelich	(303) 468-8401
1595	(303) 410-0440	(595)	8543 Church Ranch Blvd. Westminster, CO 80021	100TH & WADSWORTH	Fay Reynolds	(303) 410-0880
1615	(303) 938-1271	(615)	3326 28th. Street Boulder, CO 80302	FRIS	John Guzzl	(303) 938-9281
1635	(303) 469-0990	(035)	10300 Federal Blvd. Federal Heights, CO 80260	104TH	Gina Padilla	(303) 469-0374
1650	(303) 543-1153	(656)	1601 Coalton Road Superior, CO 80027	ROCK CREEK	Marlane Rooney	(303) 543-2252
1667	(720) 890-0959	(067)	3333 Arapahoe Road #8 Erie, CO 80518	HIGHWAY 287	Robert Killingback	(720) 890-0432
1685	(720) 929-9191	(685)	12800 Zuni Westminster, CO 80234	129TH	Lorene Martinez	(720) 929-9654
1828	(303) 833-2844	(828)	8134 Colorado Blvd Firestone, CO 80520	COUNTY ROAD 18	Mike Nace	(303) 833-2968
1873	(303) 280-2245	(873)	771 Thornton Parkway Thornton, CO 80229	96th & WASHINGTON	Shannon Flowers	(303) 280-8054
2341	(970) 867-3377	(341)	820 W. Platte Ave. Fort Morgan, CO 80701	WEST STREET	Jerry Hilzer	(970) 867-5042
2624	(303) 209-2405	(624)	3602 W 144th Ave Broomfield, CO 80020	LOWELL	Ellen Gebhard	(303) 209-2408
2911	(303) 443-5888	(911)	2798 Arapahoe Street Boulder, CO 80302	28TH	Janette Rohwedder	(303) 443-5901
2917	(303) 659-6461	(917)	1605 Bridge Street Brighton, CO 80601	18TH AVENUE	Greg Kozina	(303) 659-2897
2919	(303) 494-6373	(919)	4800 E. Baseline Road Boulder, CO 80302	FOOTHILLS	Kristen Micheud	(303) 499-6562
4614	(303) 833-2844	(414)	C-STORE: 8208 Colorado Blvd Firestone, CO 80520	COUNTY ROAD 18	Mike Nace	(303) 833-6968
0100	(303) 365-5488	(100)	3110 E. 1st Ave. Denver, CO 80208	STEELE	Kelly Gray	(303) 365-4708
0137	(303) 751-6603	(137)	12200 E. Mississippi Aurora, CO 80014	PEORIA	Scott Kilburn	(303) 751-1539
0139	(303) 690-2991	(139)	16821 East Quincy Ave. Aurora, CO 80015	BUCKLEY	John Hock	(303) 693-1991
0141	(303) 371-1230	(141)	4884 Chambers Road Denver, CO 80239	48TH & CHAMBERS	William Olsen	(303) 371-6275
1038	(303) 691-2960	(038)	1853 S. Colorado Blvd. Denver, CO 80222	MEXICO	Gary Cook	(303) 758-5053
1115	(303) 377-6939	(115)	7160 Leetdale Drive Denver, CO 80224	QUEBEC	Justin Fogel, ASM	(303) 377-7205
1814	(303) 777-1231	(814)	560 Corona Street Denver, CO 80218	8TH AVENUE	Brian Kaser	(303) 777-2808
1828	(720) 876-2244	(928)	18730 E. Hampden Ave. Aurora, CO 80013	TOWER	Brandon Henry, ASM	(720) 876-0297
1933	(303) 690-0666	(933)	20153 E. SMOKY HILL ROAD Centennial, CO 80015	HIMALAYA	Reyes Sandoval	(303) 690-3209
1974	(303) 693-0410	(974)	22875 E. Aurora Pkwy Aurora, CO 80018	E470 & GARTRELL	James Shener	(303) 693-0488
2138	(303) 696-8182	(138)	1730 S. Buckley Road Aurora, CO 80017	MEXICO	Anthony Herera, ASM	(303) 696-6240
2248	(303) 881-8169	(248)	757 East 20th Ave. Denver, CO 80205	WASHINGTON	Brett Clousing	(303) 881-4813
2520	(719) 348-8882	(520)	111 18th St. Burlington, CO 80807	ROBE AVENUE	Brad Richmond	(719) 348-7048
2612	(303) 481-2279	(612)	1877 S Havana Aurora, CO 80012	MEXICO	Tory Reding	(303) 481-2280
2714	(303) 242-3523	(014)	6220 E 14th Ave Denver, CO 80220	KRAMERIA	Ken Duru	(303) 242-3524

0433	(307) 265-3232	(433)	1375 C Y Ave. Casper, WY 82604	POPLAR	Tyler Burger	(307) 265-3995
0481	(307) 858-8524	(481)	708 N. Federal Blvd. Riverton, WY 82501	PERBHING	Konnie Half-Grass, ASM	(307) 858-2305
0487	(307) 358-3448	(487)	1800 E. Richards St. Douglas, WY 82633	-25 EXIT 136	Jackie Josund, ASM	(307) 358-2373
0549	(308) 782-4661	(549)	500 E. Third St. Allamore, NE 68301	MISSISSIPPI	Rick Renteria	(308) 782-9388
0556	(308) 635-1232	(656)	801 Broadway Scottsbluff, NE 68961	BELTLINE	Mike Senior	(308) 635-2796
0557	(308) 284-4044	(557)	811 N. Spruce St. Ogallala, NE 69153	5TH STREET	Matt Heinz	(308) 284-2232
0581	(605) 348-5125	(581)	2120 Mount Rushmore Road Rapid City, SD 57701	ST. PATRICK STREET	Shana Henries	(605) 365-9015
0583	(605) 642-5728	(583)	1806 North Ave. Spearfish, SD 57783	HIGHWAY 85	Cody Halliwell, ASM	(605) 642-8477
1554	(605) 342-8455	(554)	730 Mountain View Road Rapid City, SD 57701	MAIN	Tom Ryland	(605) 342-2884
2462	(307) 322-4530	(462)	1307 16th & Oak St. Wheatland, WY 82201	OAK STREET	Melissa Crosby	(307) 322-2676
2468	(307) 577-7060	(468)	300 SE Wyoming Blvd Casper, WY 82609	EAST 2ND STREET	Ann Porter	(307) 577-0752
2555	(308) 254-4787	(555)	1944 Illinois St. Sidney, NE 69182	-80 1ST EXIT	Steve Lowry	(308) 254-1132
2563	(308) 432-4428	(563)	230 Morehead Street Chadron, NE 69337	CHADRON AVENUE	Lisa Smith, ASM	(308) 432-5363
2664	(307) 674-8800	(664)	169 Coffeen Street Sheridan, WY 82801	WHITTIER	Steve Relston	(307) 674-0184
2781	(307) 332-3636	(781)	1165 Main St. Lander, WY 82520	LINCOLN	Mitchell Elmblad, ASM	(307) 332-3353
0320	(970) 352-7421	(320)	1122 11th Ave. Greeley, CO 80631	11TH STREET	Noreen Mehdj, ASM	(970) 353-1833
0914	(970) 689-1342	(914)	2321 W. Eisenhower Loveland, CO 80537	WILSON AVENUE	Shella Carr	(970) 687-8038
0920	(970) 586-4447	(920)	451 E. Wondervue Ave. Estes Park, CO 80517	HIGHWAY 34	Jared Andrew	(970) 586-1854
1071	(970) 484-0222	(071)	460 S. College # A Fort Collins, CO 80524	MULLBERRY	Syeda Bukheri	(970) 221-4959
1118	(303) 651-7952	(118)	1050 Ken Pratt Blvd. Longmont, CO 80501	PRATT AVENUE	Bob Curtis	(303) 651-1505
1552	(970) 223-6335	(552)	1428 E. Harmony Road Fort Collins, CO 80525	WHEATON	Mark Williams	(970) 223-7568
1634	(303) 485-9500	(634)	1630 Peace Longmont, CO 80501	17TH	Jamie Roelcke	(303) 485-0993
1791	(970) 674-1177	(791)	1535 Main St. Windsor, CO 80550	15TH	Jim Bates	(970) 674-1168
2466	(307) 721-6107	(466)	554 North Third St. Laramie, WY 82070	BRADLEY	Garry Rickart	(307) 721-5911
2469	(307) 632-5171	(469)	469 Cole Center Cheyenne, WY 82001	PERBHING	Karen Hunter	(307) 632-5738
2666	(970) 330-9956	(666)	4548 Centerplace Dr Greeley, CO 80634	US HWY 34 BYPASS & 47th ST	Nicole Meyeda	(970) 330-9961
2667	(307) 635-7877	(667)	700 S. Greeley Hwy. Cheyenne, WY 82007	ALLISON RD	Joe Sparks	(307) 635-4082
2910	(303) 778-0506	(910)	1832 Hover Road Longmont, CO 80501	17TH AVENUE	Dave Harms	(303) 702-0773
2913	(970) 484-8048	(913)	2160 W. Drake Road Fort Collins, CO 80521	TAFT HILL ROAD	Leuri Dykstra	(970) 472-9008
2915	(970) 669-3440	(915)	880 Cleveland Ave. Loveland, CO 80537	8TH STREET	Gloria Miller	(970) 669-9642
2918	(970) 351-8350	(918)	3528 W. 10th St. Greeley, CO 80634	35TH AVENUE	Bruce Thompson	(970) 351-8368

0010	(303) 874-8825	(010)	3851 S. Highway #74 / PO Box 478 Evergreen, CO 80437	PALO VERDE	Amy Counseller	(303) 670-0677
0027	(303) 973-6770	(027)	5025 S. Kipling Littleton, CO 80127	BELLEVIEW	Linda Utard	(303) 973-4786
0041	(303) 980-8343	(041)	13111 W. Alameda Parkway Lakewood, CO 80228	OHIO	Dan Hartman	(303) 980-9348
0244	(303) 458-8418	(244)	3800 W. 44th Ave. Denver, CO 80211	LOWELL	Jake Reed	(303) 455-2958
0322	(303) 278-1881	(322)	1701 Jackson Street Golden, CO 80401	18TH	Sue Alton	(303) 279-7409
0330	(303) 425-0580	(330)	9517 Relston Road Arvada, CO 80002	36TH	Megan Bucholz	(303) 425-5808
0344	(303) 232-4989	(344)	9180 West Colfax Ave. Lakewood, CO 80215	GARRISON	Teri Lateef	(303) 237-8358
0390	(303) 867-4471	(390)	2425 Colorado Blvd / PO Box 70 Daha Springs, CO 80452	COLORADO	Sterling Rogers	(303) 567-0408
1107	(303) 423-8015	(107)	12880 W. 84th Ave. Arvada, CO 80004	WARD ROAD	Lisa Fitzsimonds	(303) 425-1988
1145	(303) 889-9882	(145)	1955 S. Sheridan Blvd. Denver, CO 80227	JEWELL	Laura Eye	(303) 889-0039
1248	(303) 477-5091	(248)	2880 N. Federal Blvd. Denver, CO 80211	28TH AVENUE	Amber Radcliffe	(303) 458-7581
1479	(303) 458-2870	(479)	3900 Wadsworth Blvd. Wheat Ridge, CO 80033	38TH AVENUE	Bill Spence	(303) 458-4817
1687	(303) 412-2128	(687)	7353 Federal Blvd. Westminster, CO 80030	72ND	Dori Castillo	(303) 412-7878
1898	(303) 420-0318	(898)	7681 W. 80th Ave. Arvada, CO 80003	WADSWORTH	Caleb Liberatore	(303) 420-0481
2342	(303) 889-8810	(342)	11088 W. Jewell Ave. Lakewood, CO 80232	KIPLING	Ryan Marzac	(303) 887-2393
2792	(303) 838-4378	(092)	27152 Main St Conifer, CO 80433	HIGHWAY 285	Jeff Patch	(303) 838-7845
0683	(505) 325-8732	(683)	790 W. Main St Farmington, NM 87401	SCHWARTZ	Wayne Antonson	(505) 564-8872
0722	(719) 848-2248	(722)	457 W. Main St Trinidad, CO 81082	NEVADA	Steve Forbes	(719) 848-9782
1438	(505) 334-7334	(838)	415 N. Main St Aztec, NM 87410	US 560	Nick Zekherov, ASM	(505) 334-8048
1681	(719) 867-3076	(681)	1301 Main St Alamosa, CO 81101	LAVITA & COCHATOPA	Mark Martinez	(719) 867-3078
1721	(719) 338-2540	(721)	908 E. Olive St Lamar, CO 81052	DIVISION ST	Bill Travis	(719) 338-3168
1780	(719) 547-2108	(780)	1017 N. Market Plaza Pueblo, CO 81007	HIGHWAY 50 & PURCELL	David Wilson	(719) 547-2448
1892	(970) 564-9590	(892)	1680 E Main St Cortez, CO 81321	HIGHWAY 160 & SLIGO	Troy Cordell, ASM	(970) 564-8345
2004	(505) 327-3348	(004)	3540 E. Main St Farmington, NM 87401	20TH STREET	Dennis Madsen	(505) 564-2842
2810	(719) 852-5121	(810)	1200 2nd Ave. Monte Vista, CO 81144	HIGHWAY 160	Kip Sowards	(719) 852-2819
2817	(719) 539-3513	(817)	232 G. St. Salida, CO 81201	3RD STREET	Roger Maricle	719-530-0228
3714	(719) 545-1085	(714)	817 W. 29th Ave. Pueblo, CO 81008	ELIZABETH	Brian Cordova, ASM	(719) 542-8732
3715	(719) 542-2831	(715)	1322 E. 8th St Pueblo, CO 81001	LA CROSSE	Michelle Casles	(719) 545-1874
3723	(719) 384-4881	(723)	315 West 2nd St La Junta, CO 81050	HIGHWAY 50	Doug Melvin, ASM	(719) 384-2297
3727	(719) 738-3301	(727)	222 W. Seventh Walsenburg, CO 81088	MAIN STREET	Gene Benino	(719) 738-8888
3728	(719) 275-5221	(728)	1414 Main St Canon City, CO 81212	15TH	Ted Kubecka	(719) 275-0823
3729	(719) 581-1234	(729)	1231 S. Prairie Pueblo, CO 81005	NORTHERN	Brenda Velarde	(719) 588-0180

0617	(970) 641-0787	(617)	112 S. Spruce St. Gunnison, CO 81230	TOMICHI	Phillip Hanna, ASM	(970) 641-6348
0631	(970) 476-3561	(631)	2131 North Frontage Road West Vail, CO 81657	I-70 W. VAIL EXIT	Sam Pothier	(970) 476-1095
0632	(970) 243-4204	(632)	2148 Broadway Grand Junction, CO 81503	HIGHWAY 340	Rob Ten Eyck, ASM	(970) 265-1250
0636	(970) 824-9498	(636)	1295 Victory Way Craig, CO 81625	MACK LANE	Kevin Saye, ASM	(970) 824-8226
0637	(970) 879-3766	(637)	37500 E. US Highway 40 / PO Box 881030 Steamboat Springs, CO 80488	PINE GROVE ROAD	Thomas Wester	(970) 871-1786
0638	(970) 688-5144	(638)	1006 Summit Blvd. / PO Box 446 Frisco, CO 80443	I-70	Curt Overlee	(970) 688-3263
1131	(970) 249-8822	(131)	1329 S. Townsend Ave. Montrose, CO 81401	12TH STREET	Kelly Davis	(970) 249-8791
1132	(970) 945-2002	(132)	2001 Grand St Glenwood Springs, CO 81601	20TH STREET	Charles De Silva	(970) 945-0854
1533	(970) 248-9889	(533)	2901 F. Road Grand Junction, CO 81504	PATTERSON	Michael Randall	(970) 248-9048
1568	(970) 726-9484	(568)	40 County Road 804 Fraser, CO 80442	ZEREX & COUNTY ROAD 72	Corbin Reid, ASM	(970) 726-8429
1863	(970) 874-8032	(863)	1550 Highway B2 Delta, CO 81418	HIGHWAY B2 & STAFFORD LANE	Tasha Haley, ASM	(970) 874-9093
2625	(970) 264-0227	(625)	881 Horizon Dr Grand Junction, CO 81508	12TH	Mike Skidmcyz	(970) 241-8253
2824	(719) 486-0795	(824)	1800 N. Poplar Wy. Leadville, CO 80461	MOUNTAIN VIEW	Craig Holtet	(719) 486-3486
0812	(719) 471-7243	(812)	2210 N. Wahsatch Colorado Springs, CO 80907	JACKSON	Tara Kremer	(719) 578-5834
0835	(719) 593-1343	(835)	5080 North Academy Blvd. Colorado Springs, CO 80918	UNION BLVD.	Catherine Brown	(719) 284-1966
1288	(719) 473-6307	(288)	3275 West Colorado Ave. Colorado Springs, CO 80904	31ST STREET	Jim Withrow	(719) 473-9351
1440	(719) 466-1187	(440)	824 Highway 105 Monument, CO 80132	I-25	Bruce Geib	(719) 466-1192
1468	(719) 573-6023	(968)	1121 N. Circle Dr. Colorado Springs, CO 80909	GALLEY	Mario Skrabo	(719) 573-6236
1499	(719) 573-4660	(499)	2890 N. Powers Blvd. Colorado Springs, CO 80922	CONSTITUTION	Lee Orness	(719) 573-4667
1532	(303) 646-0338	(532)	220 S. Elizabeth St. (PO Box 1532) Elizabeth, CO 80107	HIGHWAY 66	Tom House, ASM	(303) 646-0651
1577	(719) 527-0146	(577)	6520 S. Academy Blvd. Colorado Springs, CO 80909	HIGHWAY 115	Xavier Rivers	(719) 527-4799
1678	(719) 686-1836	(578)	1101 E. U.S. Highway 24 Woodland Park, CO 80883	ASPEN GARDEN WAY	Laura Luttrell	(719) 686-1812
1644	(719) 495-7300	(644)	7865 McLaughlin Road Falcon, CO 80831	WOODMAN ROAD	Scott Rodgers	(719) 495-7800
1782	(719) 581-0880	(782)	1425 S. Murray Blvd. Colorado Springs, CO 80918	FOUNTAIN	Melissa Gard, ASM	(719) 581-0881
1975	(719) 322-9351	(975)	6925 Mesa Ridge Parkway Fountain, CO 80817	FOUNTAIN MESA DRIVE	Antoinette Vigil	(719) 322-9306
2816	(719) 636-5255	(816)	1920 South Nevada Colorado Springs, CO 80905	CHEYENNE BLVD.	Vivian Chavez	(719) 475-9280
2639	(719) 548-1404	(639)	840 Village Center Blvd. Colorado Springs, CO 80919	ROCKRIMMON	Lisa Barton	(719) 532-9231
4613	(719) 686-0144	(413)	C-STORE: 1039 Highway 24 Woodland Park, CO 80883	ASPEN GARDEN WAY	Laura Luttrell	(719) 686-0430
4615	(719) 495-8809	(415)	C-STORE: 7507 MCLAUGHLIN RD Falcon, CO 80831	WOODMAN RD	Scott Rodgers	(719) 495-8021

0008	(303) 771-8707	(008)	7376 E. Arapahoe Rd. Centennial, CO 80112	QUEBEC	Adrian Schimpf	(303) 771-8712
0017	(303) 781-0463	(017)	201 E Jefferson Englewood, CO 80110-	HAMPDEN & LOGAN	Heather Lovato	(303) 781-8466
0029	(303) 691-0051	(029)	4960 E. Hampden Ave. Denver, CO 80222	HAPPY CANYON	Brandi Getzitta, ASM	(303) 756-1101
1040	(303) 773-1487	(040)	8200 S. Quebec St. Centennial, CO 80111	COUNTY LINE	Scott Rice	(303) 773-1785
1249	(303) 979-2760	(249)	7500 S. Pines St. Littleton, CO 80128	KEN CARYL	Vicki Richardson, ASM	(303) 933-3418
1267	(303) 691-8870	(267)	8460 East Yale Ave. Denver, CO 80222	MONACO	Jim Thomas	(303) 691-8878
1448	(303) 840-1804	(448)	11051 S. Parker Road Parker, CO 80134	MAIN STREET	Joe Roybel	(303) 209-7333
1463	(303) 722-6117	(463)	2160 S. Downing Denver, CO 80210	EVANS	Ty Hodge	(303) 778-7821
1480	(303) 683-1983	(480)	9266 S. Broadway Highlands Ranch, CO 80126	HIGHLANDS RNCH PKWY	Celeste Davis	(303) 683-1394
1548	(303) 649-8111	(548)	9229 E. Lincoln Ave. Lone Tree, CO 80124	YOSEMITE	Greg Burke	(303) 649-9105
1599	(303) 978-1859	(599)	12442 W. Ken Caryl Littleton, CO 80127	ALKIRE	Tom DeLong	(303) 978-9713
1877	(303) 688-5028	(877)	880 S. Perry Castle Rock, CO 80104	NONE	Andy Roehrich	(303) 688-0806
1967	(303) 814-8428	(967)	500 Castle Pines Parkway Castle Pines, CO 80108	226	Kevin Hanson	(303) 814-9318
2722	(303) 242-3583	(022)	8355 N Rampart Range Rd Littleton, CO 80125	WATERTON RD	Juan Carrara	(303) 242-3674
2791	(303) 218-2100	(091)	181 W. Mineral Ave. Littleton, CO 80120	Broadway	Pat Nigro	(303) 218-2101

4/10/13

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

Applicant: Safeway Stores 45, Inc.

dba: Safeway #722

Address: 457 W. Main Street

Type of License: 3.2% Beer Retail - Off Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: ELECTRICAL PANELS ACCESS BLOCKED - COMBUSTIBLES
stack to high (to close to ceiling) Vertical openings -
Sprinkler heads in Bakery need cleaning -

Above are minor violations - will re-inspect 2 to 3 wks

Recommend Approval

Reinspected 5/1/13 NO violations Ann M. L. D. V.

4-16-13
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 30, 2013

4/10/13

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

Applicant: Safeway Stores 45, Inc.

dba: Safeway #722

Address: 457 W. Main Street

Type of License: 3.2% Beer Retail - Off Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: 1) Structural panels blocked west end of store
2) Emergency exit blocked west end of building
3) combustible to high

4-16-2013
Date

Th. S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 30, 2013

4/10/2013

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

Applicant's Name: Safeway Stores 46, Inc.

DBA: Safeway Store #722

Business Address: 457 W. Main Street

Type of License: 3.2% Off-Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

4-16-13
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 30, 2013

DISCLOSURE STATEMENT

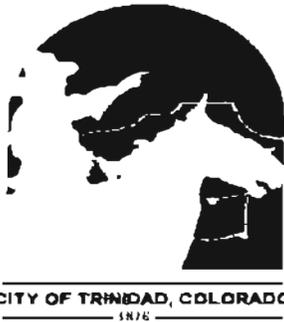
I, Linda Velasquez, hereby state and affirm that I am a member of Gino's Sports Bar, LLC, a Colorado limited liability company formed on September 9, 2011, whose principal office address is 310 Spruce Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Gino's Sports Bar, a tavern licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 991 E. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 25% interest in Gino's Sports Bar, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Linda Velasquez
Date 12/4/12

DISCLOSURE STATEMENT

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


Michelle Miles
Date 12/4/12



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 13

SUBJECT: Special events permit request (malt, vinous and spirituous) by Trinidad Area Arts Council at 130 E. Main Street for May 18, 2013

PRESENTER: Trinidad Area Arts Council

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The departmental report from the Building Inspector and Fire Chief reflected no comments. Police Department has approved the security plan whereby Trinidad Area Arts Council members will provide security.
- Disclosure statements provided by Council members Miles and Velasquez are attached.
- Appropriate fees have been paid.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE TRINIDAD AREA ARTS COUNCIL	State Sales Tax Number (Required) 28-12257-0000
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)
**130 E. MAIN ST.
 TRINIDAD, CO 81082**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)
**130 E. MAIN ST.
 TRINIDAD, CO 81082**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
------	---------------	---	--------------

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE MICHELLE GOODALL	[REDACTED]	[REDACTED] TRINIDAD	[REDACTED]
--	------------	---------------------	------------

5. EVENT MANAGER DENISE KRONEMAN	[REDACTED]	[REDACTED] TRINIDAD	[REDACTED]
--	------------	---------------------	------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
MAY 18, 2013				
7 p.m.				
12 a.m.				

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Denise Kroneman	TITLE INTERIM EXEC. DIRECTOR	DATE 4/17/13
-------------------------------------	--	------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Trinidad	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (719) 846-9843
SIGNATURE	TITLE Mayor	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

LEASE AGREEMENT

130 E Main Street
Trinidad, CO

This Lease Agreement represents the complete terms and conditions between Landlord, Virgil Micek, referred to as "OWNER" and Lessee, Trinidad Area Arts Council, referred to as "RENTER." As consideration for this agreement:

1. **TERMS:** RENTER agrees to pay \$300.00 per month due on the 1st day of each month. This agreement shall commence on May 1, 2011 and continue until April 30, 2014. Thereafter it shall become a month-to-month agreement.
2. **PAYMENTS:** Rent and/or other charges are to be paid directly to the OWNER. All payments are to be made by check or money order and cash shall be acceptable. All payments are to be made payable to Virgil Micek.
3. **UTILITIES:** RENTER agrees to pay all utilities and/or services based upon occupancy of the premises.
4. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RENTER'S use is seriously impaired, OWNER or RENTER may terminate this Agreement immediately upon 30 day written notice to the other.
5. **CONDITION OF PREMISES:** RENTER agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RENTER, guests and/or invitees,
6. **PROPERTY MAINTENANCE:** The RENTER will be responsible for routine maintenance and the RENTER shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean.
7. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period or upon 90-day written notice to the RENTER setting forth such change.
8. **TERMINATION:** After expiration of the lease period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate.
9. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter the premises to inspect and/or repair the property or in case of emergency or suspected abandonment.
10. **ASSIGNMENT:** RENTER agrees not to transfer, assign or sublet the premises or any part thereof.

RENTER'S Signature Trish Keck Date 9/23/11
Trish Keck, President

OWNER'S Signature Virgil Micek Date 9.23.11
Virgil Micek, Owner

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TRINIDAD AREA ARTS COUNCIL

is a **Nonprofit Corporation** formed or registered on 09/28/1989 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19891097026.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/19/2011 that have been posted, and by documents delivered to this office electronically through 09/20/2011 @ 15:47:33.

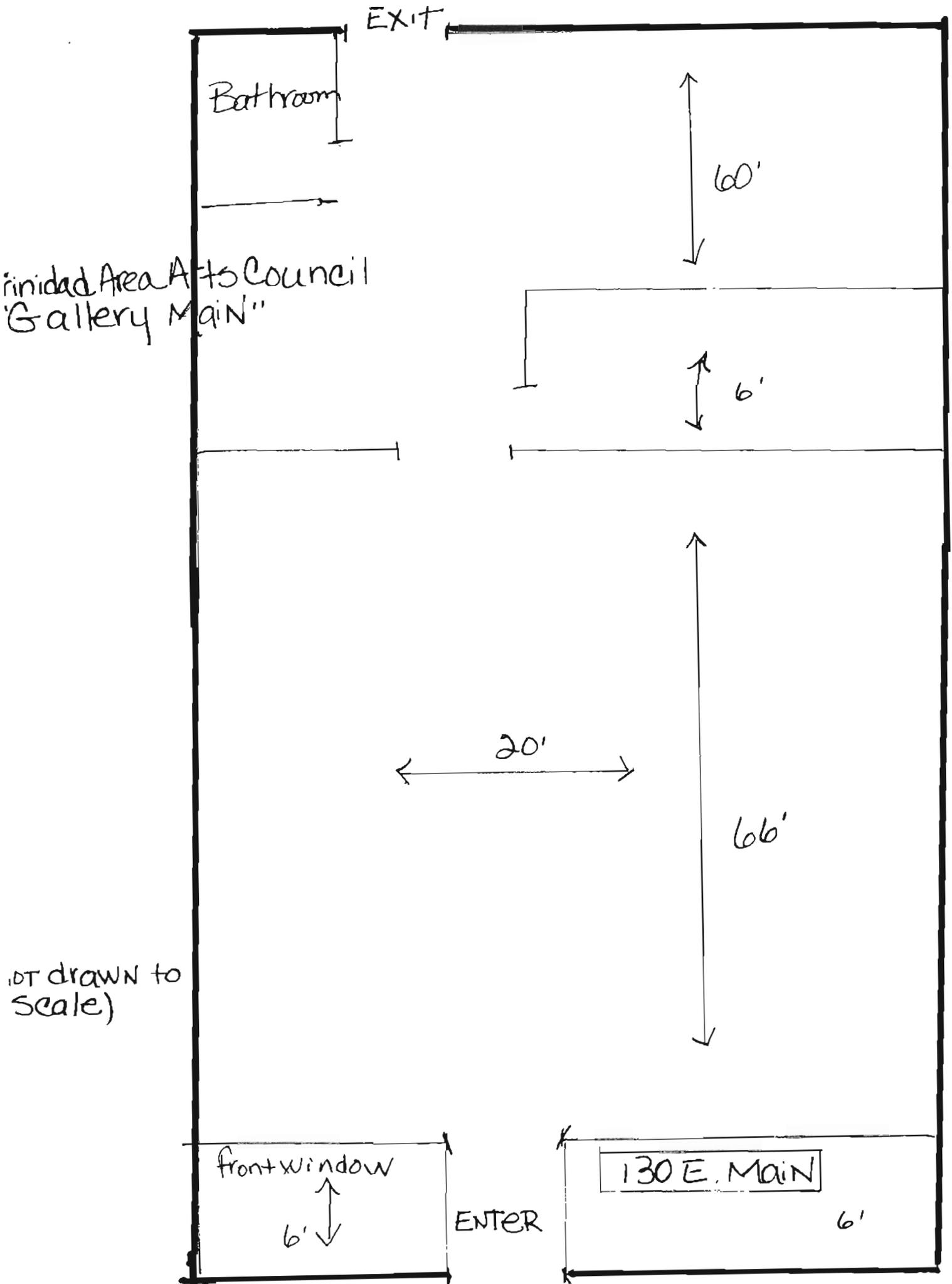
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 09/20/2011 @ 15:47:33 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8047235.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearch/confirm.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click Business Center and select "Frequently Asked Questions."



Trinidad Area Arts Council
'Gallery Main'

EXIT

Bathroom

60'

6'

20'

66'

front window

6'

ENTER

130 E. MAIN

6'

NOT drawn to scale)

4/17/13

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

Applicant: Trinidad Area Arts Council

dba: Event date: 05/18/2013

Address: 130 E. Main Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

SK

4-19-13
Date

Sergey
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: May 1, 2013

FIRE SAFETY PLAN

TAAC Gallery Main
"Martini Madness"

Purpose:

To highlight both fire and safety plans in case of an emergency during the Special Event at TAAC Gallery Main, 13- E. Main Street.

Preventive Measures:

A site plan and floor plan shall be submitted to the Fire Chief and the City Clerk.
The floor plan shall include:

- Exits
- Primary Evacuation Routes
- Location of Fire Extinguishers
- Occupancy Load (for inside building)

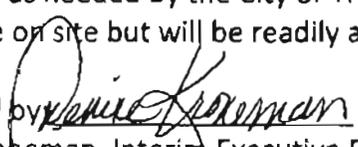
INSIDE THE BUILDING:

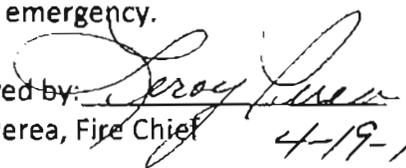
Fire Extinguishers shall be in place as required by NFPA 10 and the International Fire Codes as adopted by the City of Trinidad. Portable fire extinguishers shall be provided within a 50-foot travel distance.

Exit routes shall be clearly marked. The means of egress, including exit discharge, shall be illuminated at all times the building served by the means of egress is occupied. The path of egress travel shall not be interrupted by any building element. Obstructions shall not be placed in the required width of means of egress.

The occupancy load of the building as determined by the Trinidad Fire Department will be strictly adhered to by the TAAC Gallery Main staff and volunteers.

Security for this event will be the responsibility of the TAAC Board Members with additional assistance as needed by the City of Trinidad Police Department. The Trinidad Fire Department will not be on site but will be readily available in case of an emergency.

Submitted by 
Denise Kroneman, Interim Executive Director

Approved by: 
Leroy Perea, Fire Chief

4-19-13

4/17/13

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

Applicant: Trinidad Area Arts Council

dba: Event date: 05/18/2013

Address: 130 E. Main Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

4-19-2013
Date

Chris S. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: May 1, 2013

4/17/13

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

Applicant: Trinidad Area Arts Council

dba: Event date: 05/18/2013

Address: 130 E. Main Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: May 7, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: FOLLOW ATTACHED SECURITY PLAN

4-23-13
Date

Charles J. Heenan
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: May 1, 2013

Operation Plan
Trinidad Area Arts Council (TAAC) "Martini Madness"

Date of Operation: May 18, 2013

Operational Period's: 7pm-11pm

Location of operation: TAAC Gallery Main

Operation Objectives: This is a fundraiser held by TAAC to raise funds for the TAAC operational and educational programs. Finger foods provided. Alcoholic beverages will be at this event. It is anticipated that approximately 50 guests will attend this event.

This event will be held on May 18, 2013 from 7pm-11pm. It will be confined to the TAAC Gallery Main.

Handling of calls within operations area: Security for this event will be provided by the TAAC Board Members.

All calls for service will be handled by on duty police officers who will be summoned by TAAC Board Members.

Violation of Statute will be handled accordingly by TPD officers who will be contacted via police radio.

Personnel operating the bar will have received TIPS training.

Personnel operating the bar should pay special attention to ensure that underage persons ARE NOT being served alcohol. Personnel will also ensure that overly intoxicated persons are not being served (As per CRS and Municipal Code). Any violations of the Colorado Beer and Alcohol Code and Trinidad Municipal Alcohol Code shall be immediately brought to the attention of Board Members who shall immediately notify TPD.

NO PERSON WHO IS NOT DESIGNATED AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR. The event will have in place an accounting system for tracking all bar receipts and tip receipts. A "TIP" Jar will not be left where it can be accessed by unauthorized persons. TIP jars will be emptied and accounted for during normal cash drops.

No person is allowed to bring alcoholic beverages into the gallery. No person is allowed to take alcoholic beverages out of the gallery area. Appropriate action will be taken for said violations.

Operations area: The operations area of this event is defined as the confines of the main gallery. The classrooms are not part of the event area but doors will be unlocked for emergency exit.

A MAP is attached to this plan showing the location of the bar for this event.

TAAC Representative: Denise Koxeman, Interim Exec Director Date: 4/19/13

TAAC Representative: SHARON HARTMAN Date: 4/19/13

TPD Approval: _____ Date: _____

STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, and the ordinances of the City of Trinidad Area Arts Council, 130 E. Main Street, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 130 E. Main Street, Trinidad, Colorado, on May 18, 2013, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 18th day April, 2013.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 18th day of April, 2013.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett
Audra Garrett, City Clerk

DISCLOSURE STATEMENT

I, Linda Velasquez, hereby state and affirm that I am a member of Gino's Sports Bar, LLC, a Colorado limited liability company formed on September 9, 2011, whose principal office address is 310 Spruce Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Gino's Sports Bar, a tavern licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 991 E. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 25% interest in Gino's Sports Bar, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Linda Velasquez
12/4/12
Date

DISCLOSURE STATEMENT

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


Michelle Miles
12/4/12
Date



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: New Hotel & Restaurant liquor license request by RGS Sawaya, LLC
 d/b/a Café What a Grind at 341 N. Commercial Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider setting the public hearing date and tentative neighborhood boundary. A hearing date cannot be set any earlier than 30 days from today. The earliest regular Council meeting would therefore be June 18, 2013.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license. The requirements to be illustrated by the applicant to the local liquor licensing authority are 1) the needs of the neighborhood are not being met by existing establishments; 2) it is the desire of the adult inhabitants of the neighborhood that this license be granted; and 3) the licensee are of good moral character to hold a liquor license.

ALTERNATIVE: None.

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly.

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail)

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

Landlord <u>Richard Sawaya</u>	Tenant <u>RCS Sawaya, LLC DDA "Cafe w/ bart & Grnd"</u>	Expires <u>6-30-2014</u>
-----------------------------------	--	-----------------------------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2' X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<u>- NONE -</u>			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes No
 Has a local ordinance or resolution authorizing optional premises been adopted?
 Number of separate Optional Premises areas requested. _____ (See License Fee Chart) N/A

14. **Liquor Licensed Drug Store** applicants, answer the following:
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. N/A Yes No

15. **Club Liquor License** applicants answer the following and attach: N/A
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? _____ (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?
 (Three years required)

16. **Brew-Pub License or Vintner Restaurant Applicants** answer the following: Yes No
 (a) Has the applicant received or applied for a Federal Permit? N/A
 (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premises applicants) WORIN MAUER (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I)). Date of Birth [REDACTED]

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED
RICHARD SAWAYA	[REDACTED], TRINIDAD, CO	[REDACTED]	PRESIDENT	100

*If total ownership percentage disclosed here does not total 100% applicant must check this box
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable) _____ Address for Service _____

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Title Owner / President	Date 4/11/2013
---	----------------------------	-------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority 4/15/2013 - filed 5/7/2013	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.
---	---

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has:
- | | | |
|--|-------------------------------------|--------------------------|
| | Yes | No |
| <input checked="" type="checkbox"/> Been fingerprinted | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license
- | | | |
|--|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|
- (Check One)
 Date of Inspection or Anticipated Date 5/31/2013
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for Trinidad	Telephone Number (719) 846-9843	<input checked="" type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title Mayor	Date
Signature (attest)	Title City Clerk	Date

8d



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Meeting: April 9, 2013 Work Session

Prepared: April 4, 2013

Dept. Head Signature: *JF*

of Attachments: One (1)

SUBJECT: Water Rights and Lease and Revegetation Agreement

Presenter: Utility Superintendent, James Fernandez

Recommended City Council Action: Review and Schedule for Regular Council Meeting

Summary Statement: The purpose of this agreement is to authorize a lease of water rights to Mr. Albert Blasi, which will expire on October 31, 2013, to allow for native grass revegetation and dry-up of the farmland. The City has already acquired a decree in water court to utilize the Blasi water rights for municipal purposes pending dry-up.

Expenditure Required: None

Source of Funds: N/A

Policy Issue: N/A

Alternative: N/A

Background Information: The City purchased certain water rights from Albert Blasi on January 8, 2002, filed for a change of water rights on September 28, 2006, and approved on November 25, 2012. The water rights consist of 0.538 c.f.s., priority No. 13 and 0.86 c.f.s. priority No. 20. The City has leased the water rights back to Mr. Blasi since the 2002 date. However, we are now ready to initiate dry-up of the land so that we can make full use of these agricultural rights we purchased into Trinidad Reservoir for the municipal purposes which include domestic, commercial, manufacturing, industrial, agricultural, watering of parks and gardens, fire protection, generation of electric power, recreation, fish and wildlife propagation, sewage treatment, street sprinkling, maintenance of storage reserves, replacement, augmentation and exchange. These water rights enhance the overall portfolio of water rights owned by the City of Trinidad.

8d

Richard N. Lyons, II
Jeffrey J. Kahn
John Wade Gaddis
Bradley A. Hall
Steven P. Jeffers
Anton V. Dworak
Adele L. Reester
Catherine A. Talerico
Scott E. Holwick

Lyons Gaddis Kahn & Hall
A Professional Corporation  Attorneys and Counselors

Eve I. Canfield
Matthew Machado
Madoline Wallace-Gross
Chad A. Kupper
Blair M. Dickhoner

Daniel F. Bernard
(1942-2011)

March 4, 2013

Albert Blasi
42331 C.R. 40.7
Trinidad, CO 81082

Re: 2013 Water Rights Lease and Revegetation Agreement

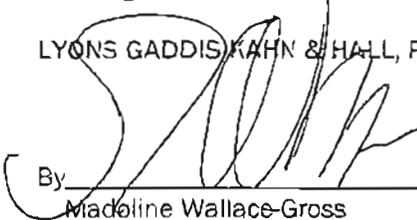
Dear Albert:

Please find enclosed for your consideration a *Water Rights Lease and Revegetation Agreement* between you, Phyllis and the City of Trinidad for the 2013 irrigation season. If you find it acceptable, please sign where indicated before a notary public and return the signed lease to the City's water utilities department. The Town will then sign the lease and mail you a copy.

Thank you, and please call or email with questions or comments.

Best regards,

LYONS GADDIS KAHN & HALL, PC

By 

Madoline Wallace-Gross

mwallace-gross@lgkhlaw.com

MWG

Enclosure

cc: J.Fernandez (w/ enclosure)
L.Vigil (w/enclosure)
G.Thompson (w/enclosure)

WATER RIGHTS LEASE AND REVEGETATION AGREEMENT

This Water Rights Lease and Revegetation Agreement ("Agreement") is made this _____ day of _____, 2013, between the City of Trinidad, Colorado, hereinafter referred to as "City" and Albert Anthony Blasi and Phyllis E. Blasi, hereinafter referred to as "Lessee".

WHEREAS, the City is the owner of 43% of the 1.25 c.f.s. Lewelling-McCormick Ditch water right (Priority No. 13) and 43% of the 2.0 c.f.s. Hoehne Ditch water right (Priority No. 20) (collectively "water rights"), both of which are decreed for diversion from the John Flood Ditch; and

WHEREAS, the City purchased the water rights from Lessee by a Special Warranty Deed recorded in Las Animas County, Colorado at Reception No. 200200656759 and Book 1011, Page 1641 on January 8, 2002; and

WHEREAS, the water rights were historically used to irrigate acreage on Parcel No. 11 ("historically irrigated acreage"), identified on the John Flood Ditch Irrigated Area Map recorded in Las Animas County, Colorado at Reception No. 587906 and Book 872, Page 463 on March 29, 1990, which includes portions of Sections 6 and 7, Township 32 South, Range 62 West of the 6th P.M.

WHEREAS, Lessee conveyed to the City a Dry Up Covenant, recorded in Las Animas County, Colorado at Reception No. 200200656760 and Book 1011, Page 1642 on January 8, 2002, which authorizes the City to permanently dry up the historically irrigated acreage.

WHEREAS, since 2002, the City has leased the water rights back to Lessee for the irrigation of the historically irrigated acreage.

WHEREAS, the City desires to permanently dry up the historically irrigated acreage so the City can utilize the water rights for municipal purposes, pursuant to the decrees entered in Case Nos. 8BCW61 and 06CW78, District Court, Water Division No. 2.

WHEREAS, the City desires to lease the water rights to Lessee for the sole purpose of revegetating the historically irrigated acreage.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed by and between the parties as follows:

1. **TERM OF AGREEMENT.** The City hereby leases to Lessee the water rights for a period of one (1) water year, which began on November 1, 2012 and will end on October 31, 2013. This Agreement may be renewed for succeeding one-year periods by mutual consent of the parties, if revegetation as specified below in paragraph 4 has not been accomplished. Lessee acknowledges that, upon termination of this Agreement, the historically irrigated acreage shall be permanently removed from irrigation.
2. **TRINIDAD PROJECT.** Lessee acknowledges that the water rights are operated as part of the Trinidad Reservoir Project ("Project") are subject to: the Project's Operating Principles

and Operating Criteria; the Purgatoire River Water Conservancy District's ("District") contract with the Johns Flood Ditch Company ("Ditch Company"); and the District's rules and regulations. Lessee acknowledges that delivery of water shall be pursuant to Project administration by the District and/or priority administration under the water rights' priorities by the Office of the Colorado State Engineer.

3. **RENTAL FEE.** The water rights are equal to 51 equivalent shares of the Ditch Company and are used to irrigate 88 acres within the District. The rental fee paid by Lessee to the City shall be the amount assessed by the Ditch Company against 51 equivalent shares under priority administration and/or against 88 acres under Project administration for the water year ending October 31, 2013. Lessee shall pay the rental fee to the City within thirty (30) days of the receipt of the notice of assessment from either the Ditch Company or the City, even if such payment is due after the expiration of the Agreement.

4. **REVEGETATION.** During the term of this Agreement, Lessee shall remove by herbicide spray or other suitable method all deep-rooted irrigated plants, including but not limited to alfalfa, from the historically irrigated acreage. During the term of this Agreement, Lessee shall revegetate the historically irrigated acreage with native grasses, including blue grama grass, western wheatgrass and side oats grama grass, which have shallow root systems that will rely upon precipitation, soil moisture or shallow groundwater, that do not reach to the groundwater table, and that will not require irrigation water once established. During the term of this Agreement, Lessee shall use the water rights only for the purpose of establishing the revegetation.

5. **NO ASSIGNMENT.** This Agreement shall not be assigned without written prior approval of the City.

Executed this _____ day of _____, 2013.

CITY OF TRINIDAD, COLORADO

By: _____
Its: _____

ATTEST:

City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

8e

SUBJECT: Request by Creative Sale, Inc., to assume Concessionaire's License Agreement at Central Park

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider options for the ensuing baseball season.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: This late in the game, to secure an agreement with another party would not allow for time to acquire a beer license for this baseball season. No other parties submitted a response to the City's request for proposals.

BACKGROUND INFORMATION:

- In March, 2012, the City entered into a Facility Use and Concessionaire's License Agreement with the Trinidad-Las Animas County Chamber of Commerce to permit the Chamber the ability to provide food and beverage concessions at Central Park Upper Field spectator grandstand and concession stand, including fermented malt beverages during non-youth baseball games.
- The Agreement extended through April 30, 2013.
- Subsequent to the approval of the 2012 Facility Use and Concessionaire's License Agreement, the Chamber acquired a 3.2% Beer On-Premises License that is due to expire April 23, 2013.
- Creative Sale, Inc. has applied for a transfer of ownership of the 3.2% Beer On-Premises License at grandstands at Central Park.
- This agreement would allow for the transfer of ownership of the beer license to continue in the process.

8e

FACILITY USE AND CONCESSIONAIRE'S LICENSE AGREEMENT

This Facility Use and Concessionaire's License Agreement ("**Agreement**") is entered into this _____ day of _____, 2013, by and between the City of Trinidad, Colorado, a home rule municipal corporation of the State of Colorado (the "**City**"), and Creative Sale, Inc., a for-profit foreign corporation of the State of Colorado ("**Creative Sale, Inc.**").

RECITALS

WHEREAS, the City is the owner of "**Central Park**" within the corporate limits of the City of Trinidad, Colorado, which contains facilities for baseball play, and which is more particularly described as follows:

PART OF SOUTH ONE-HALF OF SOUTHWEST QUARTER (Pt. S ½ SW ¼), AND PART OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER (Pt. SW ¼ SW ¼) OF SECTION THIRTEEN (13), IN TOWNSHIP THIRTY-THREE (33), SOUTH, RANGE SIXTY-FOUR (64), CONTAINING THIRTEEN (13) AND 4/10THS ACRES, MORE OR LESS.

ALSO, LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TWELVE (12), SANTA FE WEST ADDITION TO THE CITY OF TRINIDAD.

ALSO, LOTS, 1, 2, 3, 4, AND 5 IN BLOCK 6; AND LOTS 6, 7, 8, 9, 10, 11, AND 12 IN BLOCK SEVEN (7); ALL IN WOOTEN AND SCHNEIDER ADDITION TO THE CITY OF TRINIDAD.

WHEREAS, the City has caused improvements to be made to the "Upper Field Baseball Facility" at Central Park, including a baseball diamond and spectator grandstand area; and

WHEREAS, the City has granted a right of nonexclusive use of Central Park's Upper Field Baseball Facility to the Pecos League of Professional Baseball Clubs (the "**Pecos League**"), which will utilize the Upper Field Baseball Facility as the home field for its Trinidad Triggers baseball team; and

WHEREAS, Creative Sale, Inc. desires to enhance the experience of spectators of Trinidad Triggers baseball games by providing food and beverage concessions, including concessions of fermented malt beverages, for consumption in the Upper Field Baseball Facility's spectator grandstand area; and

WHEREAS, by Ordinance No. 1926, the City has amended Chapter III ("Alcoholic Beverages"), § 3-18 ("Prohibited acts; penalty"), of the Code of the City of Trinidad, Colorado, for the purpose of allowing the possession and consumption of fermented malt beverages at the Upper Field Baseball Facility of Central Park; and

WHEREAS, subject to the terms and conditions set forth herein, the City desires to grant unto Creative Sale, Inc. a right of nonexclusive use of Central Park's Upper Field Baseball Facility concession stand and spectator grandstand area for the purpose of providing food and beverage concessions during non-youth baseball games, including games of the Pecos League's Trinidad Triggers baseball team.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Grant of Nonexclusive Use and Concessionaire's License.** The City hereby grants unto Creative Sale, Inc. a right of nonexclusive use of, and concessionaire's license for, the concession stand and spectator grandstand area of Central Park's Upper Field Baseball Facility,

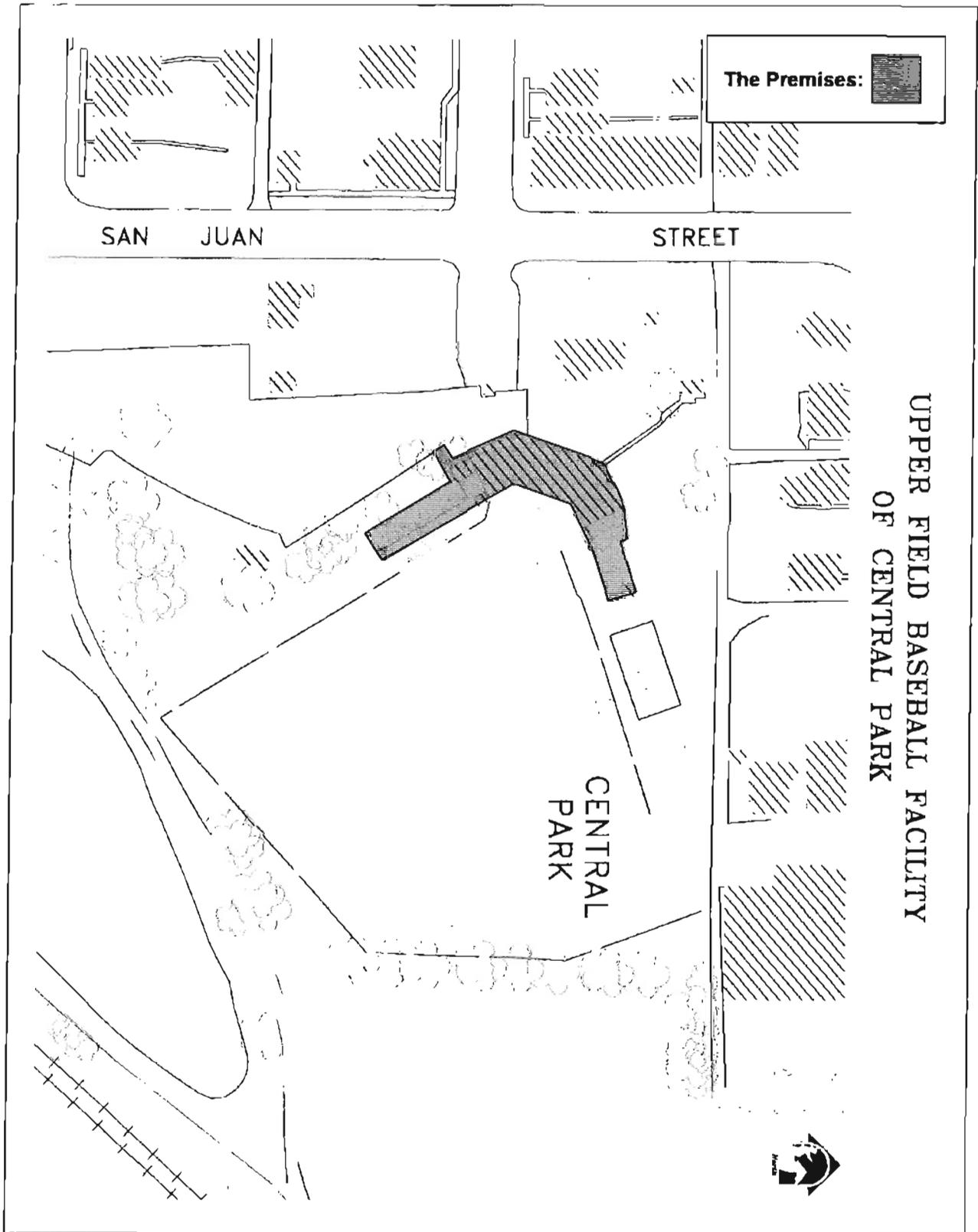
as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"), for the purpose of providing food and beverage concessions during non-youth baseball games, including games of the Pecos League's Trinidad Triggers baseball team. Said grant of nonexclusive use and concessionaire's license is expressly conditioned on Creative Sale, Inc.'s receipt of a Colorado Fermented Malt Beverage (3.2% Beer) License prior to the commencement of the Trinidad Triggers' 2013 schedule on May 21, 2013. If Creative Sale, Inc. has not received a Colorado Fermented Malt Beverage (3.2% Beer) License prior to May 21, 2013, then this Agreement shall be null and void.

2. **Term.** The initial term of this Agreement shall be for a period of fourteen (14) months commencing on April 1, 2013, and continuing through June 30, 2014. Thereafter, this Agreement shall renew automatically for subsequent one (1) year terms for an indefinite period of time unless either party shall provide written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term.
3. **Effective Date.** The effective date of this Agreement shall be April 1, 2013.
4. **Consideration.** Creative Sale, Inc. shall pay to the City a facility use and concessionaire's license fee in the amount of ten dollars (\$10.00) for this Agreement's initial term. Future terms will be subject to negotiations. The Concessionaire's License fee will be revisited at the end of the initial baseball season and adjusted accordingly.
5. **Insurance.**
 - (a) The City shall cause the Premises and all appurtenances and improvements thereto to be covered under the City's property and casualty insurance policy.
 - (b) Creative Sale, Inc. shall carry Commercial General Liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for its use of the Premises and any personal property which it may own and which is kept or maintained within or upon the Premises. Creative Sale, Inc. shall name the City of Trinidad, Colorado, as an "additional insured" party under any Commercial General Liability insurance policy carried pursuant to this Agreement.
6. **Governmental Immunity and Indemnification.** Use of the Premises shall be at the risk of Creative Sale, Inc. Any and all actions or claims related to Creative Sale, Inc.'s use of the Premises shall be subject to the limitations of the Colorado Governmental Immunity Act, §§ 24-10-101 to 24-10-120, C.R.S., as now or hereafter amended. Creative Sale, Inc. shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from any action or claim for injury, damage, loss, liability, cost, or expense, including court and appeal costs and reasonable attorney fees, arising from any casualty or accident to person or property resulting from Creative Sale, Inc.'s use of the Premises pursuant to this Agreement.
7. **Security and Access.**
 - (a) The City shall provide security to the Premises that is typical and customary of other public properties owned by the City.
 - (b) Creative Sale, Inc. shall take all reasonable precautions to ensure that any and all fermented malt beverages served shall only be consumed upon the Premises. Creative Sale, Inc. shall also take all reasonable precautions to prevent the consumption of alcoholic beverages by underage persons, and shall remove obviously intoxicated persons from the Premises.

- (c) At all times when the Upper Baseball Field Facility is not in use for practice or play, Creative Sale, Inc. shall properly secure all entry points to the Premises by means of securing locks on all perimeter gates.
8. **General Maintenance.** Creative Sale, Inc. shall maintain the Premises in a reasonably clean and presentable condition. Said maintenance obligation shall include the collection and disposal of all waste and debris resulting from Creative Sale, Inc.'s provision of food and beverage concessions upon the Premises.
 9. **Damage to the Premises.** Creative Sale, Inc. shall keep the Premises and all improvements and appurtenances located thereon in good repair and condition, reasonable wear and tear excluded, but shall not be responsible for any damage or destruction caused by circumstances beyond its control. Creative Sale, Inc. shall report any and all damage to the Premises caused by its own use or as a result of any other cause as soon as reasonably possible following the occurrence or discovery of such damage.
 10. **Posting of Notice.** Creative Sale, Inc. shall post the Premises as required by any and all applicable State of Colorado and City of Trinidad liquor laws and regulations.
 11. **Health Department Regulations.** Creative Sale, Inc. shall comply with any and all requirements or regulations of the Las Animas County Health Department and/or the State of Colorado related to Creative Sale, Inc.'s provision of food and beverage concessions upon the Premises.
 12. **Cooperation with Other Users.** Creative Sale, Inc. acknowledges that the Upper Field Baseball Facility is also used by the City, Trinidad State Junior College, Trinidad School District No. 1, and, from time to time, Holy Trinity Academy. Creative Sale, Inc. hereby agrees that the City, Trinidad State Junior College, Trinidad School District No. 1, and Holy Trinity Academy shall also be allowed to use the Upper Field Baseball Facility. The Pecos League further agrees to make reasonable efforts to accommodate the City, Trinidad State Junior College, Trinidad School District No. 1, and Holy Trinity Academy in the scheduling of their activities. In the event that there is a conflict in scheduled use of the Upper Field Baseball Facility and the users cannot determine among themselves who shall have priority of use, then the City Manager shall have discretion to determine priority of use.
 13. **Termination for Cause.** Should any party breach this Agreement or any part thereof, the other party may, upon the provision of at least thirty (30) days' written notice to the breaching party, terminate this Agreement.
 14. **Notices.** All notices expressly required by this Agreement shall be made in written form and mailed by registered or certified mail through the U.S. Mail System, or personally delivered, as follows:

<i>If to the City:</i>	<i>If to Creative Sale, Inc.:</i>
City Clerk City of Trinidad, Colorado P.O. Box 880 Trinidad, CO 81082	Creative Sale, Inc. P. O. Box 271489 Houston, TX 77277
 15. **Entire Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both

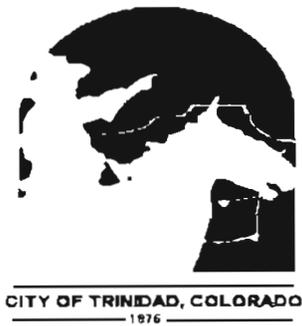
Exhibit "A"



Initials:

City

Creative Sale, Inc.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Transfer of ownership of 3.2% Beer (On-Premises) License request by Creative Sale, Inc. at 700 Smith Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Set a hearing date for consideration of the transfer. The hearing could be set as early as the next regular meeting or any meeting thereafter.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application was received prior to the expiration of the license issued the Trinidad & Las Animas County Chamber of Commerce.
- The only consideration in a transfer is the moral character of the applicant.
- The applicant has applied for a temporary permit, which if approved, would allow the applicant to operate immediately until the permanent license is approved.

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state): Yes No
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a 3.2 beer license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail. Yes No

9. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. Yes No

10. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? Yes No
 Ownership Lease Other (Explain in Detail) _____

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

Landlord <u>City of Trinidad</u>	Tenant <u>Acos Legal Creative</u>	Expires <u>6/30/2014</u>
-------------------------------------	--------------------------------------	-----------------------------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

11. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN or SSN	Interest
Trinidad Triggers Team			Baseball Team
<u>None</u>			<u>None</u>

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

12. Name of Manager for all on and on/off applicants: Andrew Dunn Date of Birth [REDACTED]

13. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

14. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

15. If applicant is a corporation, partnership, association or a limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History Record), and submit finger print cards to their local licensing authority.

Name	Home Address, City & State	Date of Birth	Position	% Owned*
Andrew Duan	PO Box 271489 / Houston TX 77225	[REDACTED]	Director	100

* If total ownership percentage disclosed here does not total 100%, applicant must check this box
Applicant affirms that no individual, other than those disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorporation Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

Andrew Duan

Title

4/16/2013 Owner

Date

4/16/2013

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

Been fingerprinted Yes No

Been subject to background investigation, including NCIC/CCIC check for outstanding warrants Yes No

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license Yes No

(Check One)

Date of inspection or Anticipated Date _____

Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for

Telephone Number

TOWN, CITY
 COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

8g



CITY OF TRINIDAD, COLORADO
1975

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Temporary permit request by Creative Sale, Inc. at 700 Smith Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider whether or not to grant the temporary permit. If approved it is immediately effective and remains in effect for 120 days or until the permanent license is approved, whichever occurs first.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The applicant is eligible for a temporary permit.

8g



CITY OF TRINIDAD, COLORADO
TEMPORARY PERMIT APPLICATION - LIQUOR OR 3.2% BEER
FEE: \$100

Applicant is:

Individual Corporation Partnership Limited Liability Co. Other

If the applicant is a partnership, list the name and addresses of all partners; if the applicant is a corporation, association, or other organization, list the names and addresses of the president, vice-president, secretary, and managing officer; if the applicant is a limited liability company, list the names and addresses of all members. (Attach a separate sheet if necessary)

Applicant's Name: (Andrew Dunn) Creative Sale Inc

Applicant's Address (street name & number, city, state, zip code): PO Box 271489 / Houston TX 77277

Applicant's financial interest in the proposed transfer: Take Ownership

The premises for which the temporary permit is sought: (Business name and address, must be the same as shown on the application for transfer of ownership.)

Central Park for Baseball Games
700 Smith Street
Trinidad, Co 81082

INFORMATION ON EXISTING LICENSE

Trade Name of Establishment: Trinidad Chamber of Commerce

Current Licensee: _____

State License Number: 15-81172

Type of License: 3.2 beer

Expiration Date: 4/23/2013

Andrew Dunn
Signature of Applicant

4/16/2013
Date

TEMPORARY PERMIT
Approval by Local Licensing Authority
City of Trinidad, Colorado

Date Approved by Local Authority: _____

Temporary Permit Expiration Date: _____

ATTEST: _____ Mayor

City Clerk Date



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Work Agreement with A-E Design for Monument Lake Fish Hatchery & Zoo National Register Nomination & Construction Documents

PRESENTER: Karen Wolf

RECOMMENDED CITY COUNCIL ACTION: Approval of Work Agreement

SUMMARY STATEMENT: A-E Design is the historic preservation specialist chosen to complete the Monument Lake Project funded by a State Historic Fund grant.

EXPENDITURE REQUIRED: \$12,660 (Cash match by City, approved Sept. 2012.)

SOURCE OF FUNDS: Capital Improvements

POLICY ISSUE: Work Agreement with Professional Consultant

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- State Historic Fund grant award was announced in December, 2012. Award is for \$29,540 with a City cash match of \$12,660, for a total project cost of \$42,200.
- Contract with State Historic Fund was approved in March, 2013.
- The purpose of the Monument Lake Fish Hatchery & Zoo National Register Nomination & Construction Documents project is to prepare the National Register nomination and construction documents for the preservation, restoration and rehabilitation of the site.

AGREEMENT FOR [PROFESSIONAL] SERVICES

THIS AGREEMENT FOR [PROFESSIONAL] SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 201__, by and between the CITY OF TRINIDAD, a Colorado home rule municipality whose address is 135 North Animas Street, Trinidad, Colorado (the "City"), and A-E Design Associates, PC, a Professional Corporation whose principal business address is 317 East Mulberry Street, Fort Collins, Colorado 80524 ("Contractor").

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

WHEREAS, Contractor desires to provide services to the City.

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

1. SERVICES; DELIVERABLES.

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

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

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

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

2. COMPENSATION; PAYMENT.

a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed **Thirty Seven Thousand Eight Hundred Twenty Dollars (\$37,820.00)**; provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

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

- i. A physical condition of the site of an unusual nature;
- ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract; or
- iii. As a result of any force majeure.

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

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

3. PERFORMANCE.

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

b. Licenses and Permits.

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

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

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

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

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

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

4. TERM AND TERMINATION.

a. Term. The Term of this Agreement shall be from the date first written above until April 15, 2015, upon which date all Services shall be completed to the City's satisfaction unless the Term is unless extended by written agreement of the parties.

b. Termination.

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

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

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

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

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

7. INSURANCE.

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

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

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

d. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the City otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars (\$1,000,000.00) per claim and annual aggregate. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

e. Terms of Insurance.

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

ii. No "Pollution Exclusion."

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

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

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

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

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

8. SUBCONTRACTS – INSURANCE. Due to the nature of the Services, Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services without the express written consent of

the City, which shall not be unreasonably withheld. If such consent is granted, Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S REMEDIES FOR BREACH.

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

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

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

If to the City:

Karen L Wolf, Assistant Planner
Planning Department
135 N Animas Street
Trinidad, CO 81082

If to Contractor:

Richard S. Beardmore, PE
A-E Design Associates, PC
317 East Mulberry Street
Fort Collins, CO 80524

13. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Building Code Compliance Disclaimer. While select improvements to the existing building, as accomplished by the future construction completion of recommended interim repairs and historic rehabilitation treatments, may enhance its Building, ADA/HC, Life Safety, and Fire Code compliance, no guarantee, certification, warranty, or representation, is either expressed or implied, in whole or in part, by A-E Design Associates PC, that the building or any part of said building, will be entirely new construction code compliant at the completion of this phase of the work.

Further, A-E Design Associates, PC, does not accept, infer, warranty, certify, guarantee, or represent that any of the work performed in the future by the Restoration Contractor, his Subcontractors, agents, vendors, and/or employees of said parties will be compliant with any and all applicable Building, Mechanical, Plumbing, Electrical, Fire, Life Safety, ADA/HC, OSHA, EPA, or other local, state, and national codes. However, A-E Design Associates, PC, shall engage and consult with the City of Trinidad's chief building official in furtherance of code compliance, to the extent practicable. The provisions for historic structures as contained in the 2009 IBC, expressly section 3409.

b. Right to Use Grant-Funded Products (Copyright). The consultant acknowledges that the project which is the subject of this agreement is being funded in part by a grant from the History Colorado, State Historical Fund (SHF). The consultant agrees that, in the event of a conflict

between the terms of the grant contract and this agreement, the terms of the grant contract shall prevail. All products that are submitted to the SHF either by the consultant or the Owner will become matters of public record. Notwithstanding any other provision in this agreement to the contrary, the consultant hereby grants to the SHF and the City of Trinidad, for all copyrightable materials and/or submittals developed or produced under this contract, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.

c. Ownership of Documents. Ownership of original sketches, drawings, photographs, cost estimates, specifications, written reports and other documents or electronic data furnished by or prepared by A-E Design Associates, PC, or its consultants shall be transferred to the City of Trinidad, are the property of the City of Trinidad, and may be used by the City of Trinidad in all respects in connection with completion, remodeling, repairs, alterations, or additions to the Project, provided that the City of Trinidad shall comply with all obligations of payment of sums due A-E Design Associates, PC under this agreement. The City of Trinidad, however, agrees that it shall not sell or otherwise provide for a third party to use such drawings, specifications, reports or other documents and agrees to waive any and all claims it might have against A-E Design Associates, PC, in connection with such reuse.

d. Work Completed Within Start and End Date of SHF Contract and SOI Compliance. A-E Design acknowledges that no work will or has been done outside of the start and end date, April 15, 2013 through April 15, 2015, of the agreement between the City of Trinidad and the State Historical Fund, and that work performed will meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

e. Items provided by the owner (City of Trinidad):

In support of the professional services performed by A-E Design, the following will be provided by the City of Trinidad.

1. A short crew and backhoe for one day of excavation for discovery of extant conditions at the Monument Lake fish hatchery, to take place under good weather conditions and at a time and date arranged in advance
2. Staff support and assistance during on-site visits and subsequent consultations and conferences
3. Other miscellaneous services and Owner/Consultant coordination assistance as required from time-to-time, while A-E Design is on-site and off-site
4. SHF grant submittals, administration, financial reporting and coordination
5. Project public awareness activities and liaison with the State Historical Fund Staff

City of Trinidad
National Register Nomination and Construction Documents
SHF Project #2013-M2-030

EXHIBIT A

Architectural and Engineering Services to be provided by consultant related to preservation construction activities as listed in the State Historical Fund Exhibit A Scope of Work for the above referenced SHF Project #2013-M2-030:

Scope of Work A:

1. Prepare National Register nomination for Monument Lake Park, including submittals and presentations

Scope of Work B:

1. Conduct existing conditions fieldwork, discovery, and materials sampling for testing analyses for adobe, stone, mortar, and cement
2. Complete and submit Design Development set of documents
3. Complete Construction Documents, including plans, specifications, and engineering design for the following work:
 - a. Roof reconstruction for the Isaac Walton League stone building
 - b. Masonry restoration; window and door restoration, reconstruction, and rehabilitation; and rehabilitation of interior finishes for the Isaac Walton League stone building
 - c. Restoration, reconstruction, and rehabilitation for the adobe fish hatchery building
 - d. Restoration of positive drainage away from buildings
 - e. Restoration and preservation of all fish hatchery features, including raceways, runways, ponds, and spillways
 - f. Remediation of damaging invasive vegetation

City of Trinidad
National Register Nomination and Construction Documents
SHF Project #2013-M2-030

EXHIBIT B

Project Deliverables to be provided by consultant as listed in the State Historical Fund Exhibit C for the above referenced SHF Project #2013-M2-030:

- A1. Initial Consultation with SHF Historic Preservation Specialist and National Register Historian
- A2. Consultant Resume – Historian
- A3. NIC (by the City of Trinidad)
- A4. Draft National Register Nomination with all Attachments
- A5. Consultation with OAHNP National Register Historian
- A6. Final National Register Nomination with all Attachments
- A7. Final National Register Nomination with State Review Board Revisions, if needed
- B1. Initial Consultation with SHF Historic Preservation Specialist
- B2. Consultant Resume for Architectural/Engineering Services
- B3. NIC (by the City of Trinidad)
- B4. Historical photographs/documentation (if they exist) of areas affected by Scope of Work
- B5. Before/Existing condition photographs of areas affected by Scope of Work
- B6. Materials Testing, Analyses, and Results for adobe, stone, mortar, and cement
- B7. By Aquaculture Consultant as Subcontractor to A/E
- B8. By Archaeologist as Subcontractor to A/E
- B9. NIC (by the City of Trinidad)
- B10. Copy of Design Development Set
- B11. Interim Consultation with SHF Historic Preservations Specialist, if needed
- B12. Construction Documents/Plans and Specifications
- B13. By Archaeologist as Subcontractor to A/E
- B14. NIC (by the City of Trinidad)



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Louis Fineberg, Planning Director
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Planned Unit Development Code of Ordinances Amendment

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: Adoption of the Amendment.

SUMMARY STATEMENT: Proposed amendments to Chapter 14, Division 11 (Zone District Regulations for the PUD-Planned Unit Development District) of the City of Trinidad Code of Ordinances.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: PUD Ordinance.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Changes to the PUD Ordinance include the following topics:
 - Additional conditional uses, Section 14-74.
 - Increase of parkland cap, Section 14-76.4.b.
 - Traffic Report approval procedures, Section 14-76.6.
 - Language addition to Review and approval, Section 14-78.4.
 - Revoking approval process, Section 14-79.1.
 - Zoning review process, Section 14-80



CITY OF TRINIDAD, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, PLANNING AND ZONING, DIVISION 11, ZONE DISTRICT REGULATIONS FOR THE PUD - PLANNED UNIT DEVELOPMENT DISTRICT, SECTION 14-74, CONDITIONAL USES, SECTION 14-76(4)(b) AND (6), STANDARDS AND DESIGN REQUIREMENTS, SECTION 14-78(4), REVIEW AND APPROVAL, SECTION 14-79, FAILURE TO MEET DEVELOPMENT SCHEDULE, AND SECTION 14-80, ZONING REVIEW, OF THE CODE OF ORDINANCES OF THE CITY OF TRINIDAD, COLORADO, TO PROVIDE GREATER FLEXIBILITY WITHIN THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT

WHEREAS, Planned Unit Development (PUD) zoning is defined within the Trinidad Municipal Code of Ordinances as "Development of an area by means of a design technique which allows flexibility and imagination in the types of uses and arrangements of facilities in an optimum manner in harmony with adjacent properties"; and

WHEREAS, planned growth and development of a community results in the greatest benefit to its citizens; and

WHEREAS, the City of Trinidad in considering requests for zoning designation, must be ever mindful of the potential impacts to neighboring properties and should be allowed to place reasonable conditions and safeguards when considering the same.

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

Section 14-74 of the Code of Ordinances of the City of Trinidad, Colorado, is hereby repealed and re-enacted as follows:

SECTION 14-74. CONDITIONAL USES.

Unless explicitly specified in an ordinance to establish or revise a specific planned unit development, the following uses shall be permitted as conditional uses to be approved separately by the Planning Commission:

- (1) Lodging establishments.
- (2) Convention centers and public gathering spaces.
- (3) Museums, theaters and/or similar uses.
- (4) Restaurants, taverns and similar uses.
- (5) All businesses and retail uses that are not permitted by right and not prohibited by the City of Trinidad.
- (6) Churches and schools or other public or other semi-public uses.
- (7) Wholesaling of products, provided storage space does not exceed one thousand five hundred (1,500) square feet.

- (8) Fabrication or assembling incidental to retail sales from the premises, provided that not more than twenty-five percent (25%) of the floor area occupied by such businesses is used for manufacturing, processing, assembling, treatment installation, and repair of products.
- (9) Any kind of scientific research or manufacture, compounding, assembling, processing, fabrication, packaging or treatment of products, manufacturing or processing industries.
- (10) Mortuary or embalming establishment or school.
- (11) Mini-warehouses, which must be in accordance with Section 14-103 of Division 14.
- (12) Wireless telecommunications towers and facilities, which must be in accordance with Article 8 of Chapter 14.
- (13) Electric substations and gas regulator stations.
- (14) Fire stations, police stations and telephone exchanges.
- (15) Water reservoirs, water storage tanks, water pumping stations and sewer lift stations.

Section 14-76(4)(b) and (6) of the Code of Ordinances of the City of Trinidad, Colorado, are hereby repealed and re-enacted as follows:

SECTION 14-76(4)(b) AND (6), STANDARDS AND DESIGN REQUIREMENTS.

- (4) Requirements regarding parks, school sites, and other public areas:
 - (b) The City Council may require additional recreational amenities within the planned unit development district for residents of such a district, and may require that up to twenty-five (25%) of the planned unit development district area be set aside for park, playground, open space, school site or other public use, in addition to public streets.
- (6) Circulation: Circulation shall be determined by a review of each planned unit development district. The planned unit development district must have an adequate and engineered internal street circulation system approved by a professional traffic engineer licensed in the State of Colorado. All planned unit development applications must also include a traffic report produced by a professional traffic engineer licensed in the State of Colorado. Public streets must serve all structures and uses within the planned unit development district. However, private roads may be permitted if they meet minimum construction standards, can be used by public safety vehicles for emergency purposes, and provided that each structure or use in the planned unit development district is served by off-street loading spaces or service areas. A traffic report produced by a professional traffic engineer licensed in the State of Colorado must accompany all applications.

Section 14-78(4) is hereby repealed and re-enacted as follows:

SECTION 14-78. REVIEW AND APPROVAL.

- (4) If the plan is approved, the subject area shall be designated and shown on the official zoning map as a planned unit development district if it is not already designated as such, and the legal description of the subject area shall be recorded so as to properly advise that the land is subject to a planned unit development district ordinance.

Sections 14-79, and 14-80 of the Code of Ordinances of the City of Trinidad, Colorado, are hereby repealed and re-enacted in their entirety as follows:

SECTION 14-79. FAILURE TO MEET DEVELOPMENT SCHEDULE.

If the applicant has not begun construction in the planned unit development district within one (1) year after the approval of the final development plan or otherwise has failed to meet the approved development schedule, the Planning Commission shall initiate proceedings to revoke approval for the planned unit development district, except that for good cause shown by the applicant, it may extend the development schedule. Upon the completion of proceedings to revoke approval of the planned unit development, the zoning district applicable before approval of the preliminary plan shall then be in effect.

SECTION 14-80. ZONING REVIEW.

At least once every two (2) years following the approval of a planned unit development district, the Planning, Zoning and Variance Commission shall review all building permits which have been issued for the planned unit development district and shall examine the construction which has taken place on the site. If the Commission finds that the rate of construction has not met the approved development program or if there are found to be violations of any of the provisions of this Article or the terms or conditions of the planned unit development district approval, the Commission shall issue a report of said violations to the City Council. The City Council shall hold a hearing on the report of violations submitted by the Commission having first given notice to the planned unit development district applicant and all owners of abutting property. Upon review of the alleged violations, the City Council may, if it is deemed necessary, require that the appropriate action be taken to remedy the violations, amend or modify the planned unit development district, or revoke approval.

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: May 7, 2013

Prepared By: Tom Acre

Date Prepared: May 3, 2013

Dept. Head Signature:

of Attachments: 1

8j

SUBJECT: DOLA Energy and Mineral Impact Assistance Program Grant
Best and Brightest Intern Program

Presenter: Tom Acre, City Manager

Recommended City Council Action: Approval of Grant Award and authorize Mayor to Sign Grant Contract

Summary Statement:

The Department of Local Government through the Energy and Mineral Impact Assistance - Best and Brightest program provides funding to assist financing of an administrative intern to support the administrative needs of small, rural jurisdictions in Colorado. Participants in the Best in Brightest program are also attending graduate school at the University of Colorado-Denver in the Public Affairs Program to obtain a Masters in Public Administration.

Expenditure Required: \$59,668 for the 24-month program as matching funds.

Source of Funds: City contribution to the Visitor Center

Policy Issue: Use of interns to supplement staff resources and leverage of existing funds to match \$35,000 in grant funding.

Alternative: City Council could elect to not approve the grant award.

Background Information:

The program provides individuals who are interested in working in City Management the opportunity to gain real life experiences in all aspects of local government under the mentorship of a City Manager as they are going to graduate school. The program also allows small rural communities the opportunity to have additional staff resources to assist in projects throughout the organization.

8j

CMS Contract Routing #54657
Vendor #
CFDA # N/A

**GRANT AGREEMENT
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM**

THIS GRANT AGREEMENT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 (hereinafter referred to as the "State", or the "Department"), and the **CITY OF TRINIDAD, 136 Animas Street, Trinidad, Colorado 81082** (hereinafter referred to as the "Grantee").

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this Grant in Fund Number 152, Appropriation Code Number 127, Org. Unit FBAØ, GBL, Encumbrance Number F13S7177; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the State desires to assist political subdivisions and state agencies of the State of Colorado that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to C.R.S. 39-29-110, the Local Government Severance Tax Fund has been created, which fund is administered by the Department of Local Affairs through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to C.R.S. 39-29-110(1)(a) and (b)(I), the Executive Director of the Department is authorized to make grants from the Local Government Severance Tax Fund to those political subdivisions socially or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels for the planning, construction, and maintenance of public facilities and for the provision of public services; and

WHEREAS, the Grantee, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance with financing of an administrative intern for the CITY OF TRINIDAD for a 24-month period to provide a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado, as further described in the attached **Exhibit A**, herein referred to as the "Project"; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of a Grant from the Local Government Severance Tax Fund to the Grantee for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this Grant Agreement, the State and the Grantee agree as follows:

1. **Scope of Services.** The Grantee shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services" section of **Exhibit A, attached hereto and incorporated by reference herein**.
2. **Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of **Tom Acre, City Manager**, an employee or agent of the Grantee who is hereby designated as the "Responsible Administrator" of the Project. At any time, the Grantee may propose, in writing, and seek the State's approval of a replacement Responsible Administrator, in accordance with § 8.b.ii) of this Grant. The State, in its sole discretion, may direct that Project work be suspended in the event the current Responsible Administrator ceases to serve as such prior to the approval by the State of a replacement Responsible Administrator.
3. **Time of Performance.** This Grant Agreement shall become effective upon approval by the State Controller or designee (the "Effective Date") and extend through the completion date set forth in the "Time of Performance" section of **Exhibit A**. Performance of this Grant Agreement shall commence as soon as practicable after the Effective Date of this Grant Agreement; provided however, that the Grantee shall not be entitled to payment for any

performance rendered before the Effective Date and shall not be eligible for reimbursement of any expenses incurred before the Effective Date. The Grantee shall undertake and perform its obligations hereunder as set forth in **Exhibit A**. The Grantee agrees that time is of the essence in the performance of its obligations under this Grant Agreement.

4. Authority to Enter into Grant Agreement and Proceed with Project. The Grantee represents and warrants that it possesses the legal authority to enter into this Grant Agreement and has taken all actions required to exercise such authority and to lawfully authorize its undersigned signatory to execute this Grant Agreement and to bind the Grantee to its terms. The person signing and executing this Grant Agreement on behalf of the Grantee does hereby warrant and guarantee that he/she has full authorization to execute this Grant Agreement. In addition, the Grantee represents and warrants that it currently has the legal authority to proceed with the Project.

Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Grantee represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed.

5. Payment of Funds: Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Grantee a Grant from the Local Government Severance Tax Fund in an amount not to exceed **THIRTY FIVE THOUSAND AND XX/100 Dollars (\$35,000.00)**. The method and time of payment of such grant funds to the Grantee shall be made in accordance with the "Distribution Schedule" set forth in **Exhibit A**. The Grantee shall use the funds provided by the State under this Grant Agreement solely for the purposes set forth in **Exhibit A**.

6. Refund of Excess Funds to the State.

a) Any State funds paid to the Grantee and not expended in connection with the Project shall be remitted by the Grantee to the State within thirty (30) days of either (i) the completion of the Project or (ii) a determination by the State, in its sole discretion, that the Project will not be completed, whichever occurs first. Any State funds not required for completion of the Project shall be de-obligated by the State.

b) It is expressly understood that if the Grantee receives funds from this Grant Agreement during any fiscal year in excess of its spending limit for such fiscal year, the Grantee shall refund all excess funds to the State within thirty (30) days of the later of (i) the receipt of such funds or (ii) the determination of such excess.

c) Under no circumstances shall unexpended or excess funds received by the Grantee under this Grant Agreement be refunded or paid to any party other than the State.

7. Financial Management and Budget. At all times from the Effective Date until completion of the Project, the Grantee shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the "Budget" section of **Exhibit A**. The Grantee may adjust individual budgeted expenditure amounts without approval of the State; provided that no transfers to or between administration categories are made; and provided further, that cumulative budgetary line item changes do not exceed the lesser of ten percent (10%) of the total budgeted amount or **Twenty Thousand Dollars (\$20,000.00)**. All other budgetary modifications must be approved by the State pursuant to § 8 of this Grant Agreement. Matching funds, if required, shall be expended by the Grantee on the Project in accordance with the requirements set forth in the "Budget" section of **Exhibit A**.

8. Modification and Amendment.

a) **Modification by Operation of Law.** This Grant Agreement is subject to such modifications as may be necessitated by changes in federal or state law or their implementing regulations. Any such required modifications automatically shall be incorporated into and be part of this Grant Agreement on the effective date of such modification, as if fully set forth herein.

b) **Modification by State.**

i) **Option Letter.** The State unilaterally may extend the term for performance of this Grant Agreement for up to one (1) additional year on the same terms and conditions specified in this Grant Agreement and **Exhibit A**. The State may exercise the option by written notice to the Grantee within thirty (30) days prior to the end of the current Grant Agreement term, in a form substantially equivalent to **Exhibit B-1** attached hereto and incorporated by reference herein. The State may exercise this option only once during the duration of this Grant Agreement. The total duration of this Grant Agreement shall not exceed a total Grant Agreement period of five (5) years. Financial obligations of the State of Colorado payable after any current fiscal year are contingent upon the availability of funds for that purpose as set forth in **§24** of this Grant

Agreement.

ii) **Change Order Letter.** The State may make the following modifications to this Grant Agreement using a Unilateral Change Order Letter, in a form substantially equivalent to Exhibit B-2 attached hereto and incorporated by reference herein, when such modifications are requested by the Grantee, in writing, or determined by the State to be necessary and appropriate:

- A) Change of Responsible Administrator, set forth in §2 of this Grant Agreement;
- B) Change of Remit Address set forth in §5 of Exhibit A.

c) **Other Modifications.** If either Party desires to modify the terms of this Grant Agreement other than as set forth in subparagraphs a) and b) of this §8, written notice of the proposed modification shall be given to the other Party. No such modification shall take effect unless agreed to in writing by both Parties in an amendment to this Grant Agreement properly executed and approved in accordance with Colorado law, fiscal rules, and policies. Such amendment may also incorporate any modifications permitted under subparagraphs a) and b) of this §8.

9. Audit.

a) **Discretionary Audit.** The State shall have the right to inspect, examine and audit the Grantee's and any subgrantee's records, books, accounts and other relevant documents. For the purposes of discretionary audit, the State specifically reserves the right to hire an independent certified public accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason during the period commencing on the Effective Date and continuing for five (5) years after the date of the final payment for the Project under this Grant Agreement is received by the Grantee, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State calls for a discretionary audit as provided above, the Grantee shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 29-1-601 et seq., and implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Grantee shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 29-1-607 or 29-1-608.

10. Insurance. The Grantee shall at all times during the term of this Grant Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as amended. Upon request by the State, the Grantee shall show proof of such insurance satisfactory to the State. The Grantee shall require each contract with a subgrantee providing goods or services for or in connection with the Project to include insurance requirements substantially similar to the following:

- a) Subgrantee shall obtain, and maintain at all times during the term of the subgrant, insurance in the following kinds and amounts:
 - i) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the subgrantee's employees acting within the course and scope of their employment.
 - ii) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - A. \$1,000,000 each occurrence;
 - B. \$1,000,000 general aggregate;
 - C. \$1,000,000 products and completed operations aggregate; and
 - D. \$50,000 any one fire.If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Grantee a certificate or other document satisfactory to the Grantee showing compliance with this provision.
 - iii) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

- b) In addition, the Grantee shall require the subgrantee, with respect to all insurance policies in any way related to the subgrant, to:
- i) name the Grantee and the State of Colorado as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required by the subgrant will be primary over any insurance or self-insurance program carried by the Grantee or the State of Colorado.
 - ii) The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §2 of this Grant Agreement (Responsible Administrator) within seven days of Grantee's receipt of such notice.
 - iii) include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Grantee and the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - iv) be issued by insurance companies satisfactory to the Grantee and the State of Colorado.
 - v) provide certificates showing insurance coverage required by the subgrant to the Grantee within seven (7) business days of the effective date of the subgrant, but in no event later than the commencement of the services or delivery of the goods under such subgrant. No later than fifteen (15) days prior to the expiration date of any such coverage, the Subgrantee shall deliver to the Grantee certificates of insurance evidencing renewals thereof. At any time during the term of the subgrant, the Grantee may request in writing and the Subgrantee, within ten (10) days, shall supply to the Grantee, evidence satisfactory to the Grantee of compliance with the provisions of this paragraph.

11. Conflict of Interest. The Grantee shall comply with the provisions of C.R.S. 18-8-308 and 24-18-101 through -109.

12. Remedies. In addition to any other remedies provided for in this Grant Agreement, and without limiting the remedies otherwise available at law or in equity, if the Grantee fails to comply with any contractual provision, the State, after written notice to the Grantee, may:

- a) suspend this Grant Agreement and withhold further payments and/or prohibit the Grantee from incurring additional obligations of contractual funds, pending corrective action by the Grantee or a decision by the State to terminate this Grant Agreement in accordance with provisions herein. The State, in its sole discretion, may allow expenditures during the suspension period which the Grantee could not reasonably avoid, provided such costs were necessary and reasonable for the conduct of the Project; or
- b) terminate this Grant Agreement for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

13. Contract Termination. This Grant Agreement may be terminated as follows:

- a) **Termination Due to Loss of Funding.** The Parties hereto expressly recognize that the Grantee is to be paid or reimbursed with funds provided to the State for the purposes set forth herein, and therefore, the Grantee expressly understands and agrees that all its rights, demands and claims to payment or reimbursement arising under this Grant Agreement are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Grant Agreement.
- b) **Termination for Cause.** If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Grant Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the State shall give written notice to the Grantee of such delay or non-performance. If the Grantee fails to promptly correct such delay or non-performance within the time specified in the notice or twenty (20) days from the date of such notice, whichever is greater, the State shall have the right, at its sole option, to terminate this entire Grant Agreement, or such part of this Grant Agreement as to which there has been delay or failure to properly perform, for cause. If the State terminates this Grant Agreement for cause, the State shall reimburse the Grantee only for eligible expenditures made up to the date of termination.

Notwithstanding the above, the Grantee shall remain liable to the State for any damages sustained by the State by virtue of any breach of this Grant Agreement by the Grantee, and the State may withhold any payments to the Grantee for the purpose of offset until such time as the exact amount of damages due the State from the Grantee is determined.

c) **Termination for Convenience.** When the interests of the State so require, the State may terminate this Grant Agreement in whole or in part for the convenience of the State. The State shall give written notice of termination to the Grantee specifying the termination of all or a part of this Grant Agreement and the effective date thereof, at least twenty (20) days before the date of termination. Exercise by the State of this termination for convenience provision shall not be deemed a breach of contract by the State. Upon receipt of written notice, the Grantee shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, the Grantee shall stop work to the extent specified. The Grantee also shall terminate outstanding orders and subgrants as they relate to the terminated work.

14. Integration. This Grant Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a writing, executed by the Parties pursuant to §8 of this Grant Agreement, and approved in accordance with Colorado State fiscal rules and policies.

15. Severability. To the extent that this Grant Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Grant Agreement, the terms of this Grant Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

16. Waiver. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or of any subsequent breach of the same term, provision or requirement.

17. Binding on Successors. Except as otherwise provided herein, this Grant Agreement shall inure to the benefit of and be binding upon the Parties, and their respective successors and assigns.

18. Assignment. Notwithstanding §17 above, the Grantee may not assign its rights or duties under this Grant Agreement without the prior written consent of the State. No subgrant or transfer of this Grant Agreement shall in any case release the Grantee of responsibilities under this Grant Agreement.

19. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, all terms and conditions of this Grant Agreement, including but not limited to the exhibits and attachments hereto, which may require continued performance, compliance or effect beyond the termination date of this Grant Agreement, shall survive such termination date and shall be enforceable by the State in the event of any failure to perform or comply by the Grantee or its Subgrantees.

20. Successor in Interest. In the event the Grantee is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Grantee warrants that it has established protections that ensure that, in the event the Grantee entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

21. Non-Discrimination. The Grantee agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

22. Compliance with Applicable Laws. At all times during the performance of this Grant Agreement, the Grantee shall strictly adhere to all applicable federal, state and local laws, and their implementing regulations, that have been or may thereafter be established, which laws and regulations are incorporated herein by this reference as terms and conditions of this Grant Agreement. The Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants entered into in connection with the Project.

23. Order of Precedence. In the event of conflicts or inconsistencies between this Grant Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions, listed within this Grant Agreement.
- B. Modifications to the Grant Agreement, pursuant to Exhibits B-1, B-2, or Amendment.
- C. Remaining paragraphs of the Grant Agreement.
- D. Exhibit A, Scope of Services.

24. Availability of Funds. This Grant Agreement is contingent upon the continuing availability of State appropriations as provided in §2 of the Colorado Special Provisions, incorporated as a part of this Grant Agreement. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If federal appropriations or grants fund this Grant Agreement in whole or in part, this Grant Agreement is subject to and contingent upon the continuing availability of appropriated federal funds for this Grant Agreement. If State of Colorado or federal funds are not appropriated, or otherwise become unavailable to fund this Grant Agreement, the State may immediately terminate this Grant Agreement in whole or in part without further liability.

25. Third Party Beneficiaries. The enforcement of the terms and conditions of this Grant Agreement and all rights of action relating to such enforcement shall be strictly reserved to the State and the Grantee. Nothing contained in this Grant Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and the Grantee that any such person or entity, other than the State or the Grantee, receiving services or benefits under this Grant Agreement shall be deemed an incidental beneficiary only.

26. Indemnification.

i. Intergovernmental Grants

If this is an intergovernmental Grant, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

ii. Non-Intergovernmental Grants

If this is not an intergovernmental Grant, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, subgrantees, or assignees pursuant to the terms of this Grant.

27. STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the State funds provided under this Grant Agreement are \$100,000 or higher.]

By entering into this Grant, the Grantee agrees to be governed, and to abide, by the provisions of C.R.S. 24-102-205, 24-102-206, 24-103-601, 24-103.5-101 and 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

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

Should the final performance evaluation determine that the Grantee demonstrated a gross failure to meet the performance measures established under the Scope of Services, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department, and showing of good cause, may debar the Grantee and prohibit the Grantee from bidding on future contracts. The Grantee may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (C.R.S. 24-105-102(6)); or (ii) under C.R.S. 24-105-102(6), exercising the debarment protest and appeal rights provided in C.R.S. 24-109-106, -107, -201 or -202, which may result in the reversal of the debarment and reinstatement of the Grantee, by the Executive Director, upon showing of good cause.

28. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under C.R.S. 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. 24-72-101 et seq.

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SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** C.R.S. 24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** C.R.S. 24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Agreement. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant Agreement, including, without limitation, immediate termination of this Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** C.R.S. 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

10. VENDOR OFFSET. C.R.S. 24-30-202(1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to C.R.S. 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. 39-21-101 et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. C.R.S. 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. 8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant Agreement or enter into a contract with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant Agreement. Grantee (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Grant Agreement is being performed, (b) shall notify the Subgrantee and the contracting State agency within three days if Grantee has actual knowledge that a subgrantee is employing or contracting with an illegal alien for work under this Grant Agreement, (c) shall terminate the subgrant if a subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Grant Agreement for breach and, if so terminated, Grantee shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. 24-76.5-101. Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Grant Agreement.

(Colorado Special Provisions, revised 1-1-09)

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS GRANT AGREEMENT

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

**GRANTEE
CITY OF TRINIDAD**

By: _____
Name of Authorized Individual

Title: Official Title of Authorized Individual

*Signature

Date: _____

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

DEPARTMENT OF LOCAL AFFAIRS

By: _____
Reeves Brown, Executive Director

Date: _____

PRE-APPROVED FORM GRANT AGREEMENT REVIEWER

By: _____
Bret Hillberry, State Grants Manager

Date: _____

ALL GRANT AGREEMENTS REQUIRE APPROVAL by the STATE CONTROLLER

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

STATE CONTROLLER

David J. McDermott, CPA

By: _____

Barbara M. Casey, Controller Delegate

Date: _____

Revised June 2, 2008

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES**

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of financing a portion of the salary/benefits expenses associated with the employment of an administrative intern for the City of Trinidad, Colorado (Grantee). The Grantee will employ the administrative intern for approximately a 24-month period and the intern will work under the direction of an individual designated by the Grantee.

The administrative intern program provides a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado. Additionally, the program provides students the opportunity to gain valuable working experience while completing their graduate degree.

The intern hired must be a graduate of an accredited institution of higher education with at least a bachelor degree, and be enrolled in the University of Colorado at Denver Masters in Political Science or Graduate School of Public Affairs program and maintain good standing in the program.

The Grantee will develop and use a job description for the administrative intern position. The Grantee anticipates that the intern will perform a variety of administrative duties in the day-to-day operation of the Grantee, as specified in the job description, and will carry out the directives of the governing board or their designee. In addition, the intern will be involved with a variety of administrative functions including, but not limited to, budgeting, financial management/reporting, grant writing and administration, planning and land use management, capital improvements planning and implementation, economic development, communication with state and federal government agencies, intergovernmental relations and research.

The Grantee will, with the intern, set priorities and schedule the work to be accomplished by the intern, taking into consideration the jurisdiction's most immediate needs, the intern's specific skills, and available time to accomplish the work. The Grantee will meet with the intern on a quarterly basis to evaluate the progress of the intern and set priorities for the future.

In the event a vacancy should occur in the administrative intern position, the Grantee will advertise, interview, and employ a replacement for the position through the University of Colorado at Denver Masters in Political Science or Graduate School of Public Affairs program.

Eligible expenses include up to 24 months of salary and benefits costs of the intern. Impact Assistance will pay 50% of salary and benefit costs of the intern, to a maximum of \$17,500 per year. The Grantee will contribute at least \$17,500 annually for each of two years. The Grantee is responsible for any salary and benefits and/or any Project costs in excess of \$17,500 in either year.

The State intends the administrative intern program to be a two-year effort. Operational support by the State after this twenty-four-month period is not anticipated.

Energy and Mineral Impact Assistance program funds in the total amount of **THIRTY FIVE THOUSAND AND XX/100 Dollars (\$35,000)** are provided under this Grant Agreement to finance Project costs. The Grantee shall provide **THIRTY FIVE THOUSAND AND XX/100 Dollars (\$35,000)** in Project financing from sources other than State funds, and, in any event, is responsible for all Project costs in excess of **THIRTY FIVE THOUSAND AND XX/100 Dollars (\$35,000)**.

Cost Savings derived while completing the Project shall be divided equally between the State and Grantee

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its Subgrantees shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. ENERGY AND MINERAL IMPACT

Trinidad is impacted by the exploration, drilling, and production associated with over 3,000 coalbed methane gas wells, along with several high pressure gas transmission lines. The New Elk Coal Mine has recently been reopened, but is now temporarily closed until the international coal market improves. The region is also historically impacted by extensive coal mining from the 1870s until the 1980s.

3. TIME OF PERFORMANCE

The Project shall commence upon the Effective Date and shall be completed on or before **JUNE 30, 2015**. In accordance with §8.b.i. of this Grant Agreement, the Grantee may request an extension of the time for performance by submitting a written request, including a full justification for the request, to the State at least thirty (30) days prior to the termination of the performance period. If the State, in its sole discretion, consents to an extension, the State shall grant such extension in accordance with §8.b.i. of this Grant Agreement.

4. BUDGET

Revenues		Expenditures	
Energy/Mineral Impact – GRANT (2 years @ \$17,500 per year)	\$35,000	Salary & Benefits & Program Costs: for Administrative Intern for the CITY OF TRINIDAD for Year 1	\$47,334
Grantee Funds (2 years @ \$29,834 per year)	\$59,668	Salary & Benefits & Program Costs: for Administrative Intern for the CITY OF TRINIDAD for Year 2	\$47,334
Total Project Revenue	\$94,668	Total Project Costs	\$94,668

5. REMIT ADDRESS: (Address where payments are to be sent)

City of Trinidad
136 Animas Street
Trinidad, CO 81082

6. DISTRIBUTION SCHEDULE**Grant Payments**

Interim Payment(s)	\$31,500	Available for interim payments reimbursing the Grantee for actual expenditures made in the performance of this Grant Agreement. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.
Final Payment	\$ 3,500	Available for final payment to be made to Grantee upon the completion of the Project and submission by the Grantee of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.
	\$35,000	Maximum Available

7. PAYMENT PROCEDURE

The State shall establish billing procedures and pay the Grantee for actual expenditures made in the performance of this Grant Agreement based on the submission of statements in the format prescribed by the State. The Grantee shall submit requests for reimbursement, setting forth a detailed description of the amounts and types of reimbursable expenses.

Payments pursuant to this Grant Agreement shall be made, in whole or in part, from available funds encumbered for the purposes of this Grant Agreement. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds. In the event this Grant Agreement is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit. Incorrect payments to the Grantee due to omission, error, fraud, or defalcation shall be recovered from the Grantee by deduction from

subsequent payment under this Grant Agreement or other Grant Agreements between the State and the Grantee, or by the State as a debt due to the State.

8. CONTRACT MONITORING

The State shall monitor this Grant Agreement on an as-needed basis, as determined by the State in its sole discretion. The State or any of its duly authorized representatives shall have the right to enter, inspect and examine the Project upon twenty-four (24) hours advance written notice to the Responsible Administrator.

9. REPORTING SCHEDULE

At the time the Grantee submits quarterly payment requests, the Grantee shall submit, on a quarterly basis, financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds. The form and substance of such status reports shall be in accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of the Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Grant Agreement. Required reports shall be submitted to the State at such time as otherwise specified by the State.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B1
OPTION LETTER

EXHIBIT B1

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL

OPTION LETTER # _____

(Grant Between Colorado Department of Local Affairs and (Grantee Name and Address))

Date: _____ State Fiscal Year: _____ Option Letter No.: _____

SUBJECT: Option to renew for additional term

In accordance with § 8.b.1 of contract routing number _____, between the State of Colorado, Department of Local Affairs, (Division name) and _____ (Grantee's Name), the State hereby exercises the option for an additional term of (OPTION 1) ____ () months, (OPTION 2) one (1) year. The State may exercise this option only once during the duration of the Grant Agreement.

The amount of the current Fiscal Year Grant Agreement value shall remain unchanged. The first sentence in §3 of Exhibit A of the Grant Agreement is hereby modified accordingly.

The total Grant Agreement value to include all previous amendments, option letters, etc. is (\$ _____)

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____
Reeves Brown, Executive Director
Department of Local Affairs

**EXAMPLE
DO NOT SIGN**

Reviewed by: _____
Pre-approved Form Grant Agreement Reviewer

ALL GRANT AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

C.R.S. 24-30-202 requires that the State Controller approve all state Grant Agreements. This Option Letter is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Grantee is not authorized to begin performance under this Option Letter until the Option Letter is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and / or services provided.

STATE CONTROLLER:
David J. McDermott, CPA

By _____
Barbara M. Casey, Controller Delegate
Department of Local Affairs

Date _____

EIAF #7177 – CITY OF TRINIDAD – Best & Brightest

EXHIBIT B2
CHANGE ORDER LETTER

EXHIBIT B-2

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL

CHANGE ORDER LETTER # _____

In accordance with §8.b.ii of contract routing number _____ between the State of Colorado Department of Local Affairs, and (Name of Grantee _____), covering the period of (include performance period here), the State hereby unilaterally modifies the Grant Agreement as follows:

(Indicate purpose by choosing at least one of the following)

Choice #1: Responsible Administrator:

§2 (Responsible Administrator) of the Grant Agreement is amended by deleting the name of the current Responsible Administrator in the first sentence and inserting in lieu thereof the name of the successor Responsible Administrator as follows:

Choice #2: Remit Address:

§5 (Remit Address) of Exhibit A (Scope of Services) to the Grant Agreement is amended by deleting the current "Remit Address" and inserting in lieu thereof the new "Remit Address" as follows:

The effective date of this change order is upon approval of the State Controller, or delegee, or _____, 20____, whichever is later.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Reeves Brown, Executive Director
Department of Local Affairs

Reviewed by: _____
Pre-approved Form Grant Agreement Reviewer

ALL GRANT AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

C.R.S. 24-30-202 requires that the State Controller approve all state Grant Agreements. This Grant Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Grantee is not authorized to begin performance until the Grant Agreement is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

David J. McDermott, CPA

By: _____
Barbara M. Gascy, Controller Delegee
Department of Local Affairs

Date: _____

**EXAMPLE
DO NOT SIGN**

**EXAMPLE
DO NOT SIGN**



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Transfer of ownership of a Retail Liquor Store License request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue (formerly Kenneth R. Geggelman d/b/a Trinidad Beer, Liquor & Wine Depot)

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Set a hearing date for consideration of the transfer. The hearing could be set as early as the next regular meeting or any meeting thereafter.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The only consideration in a transfer is the moral character of the applicant.

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail)

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

Landlord	Tenant	Expires

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
1st Nat'l Bank			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes No
 Has a local ordinance or resolution authorizing optional premises been adopted?

Number of separate Optional Premises areas requested: _____ (See License Fee Chart)

14. **Liquor Licensed Drug Store applicants, answer the following:** Yes No
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.

15. **Club Liquor License applicants answer the following and attach:** Yes No
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? _____ (Three years required)
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:** Yes No
 (a) Has the applicant received or applied for a Federal Permit?
 (Copy of permit or application must be attached)

17a. **Name of Manager (for all on-premises applicants)** Kenneth R. Gezelman (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I)). Date of Birth

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes No

 If yes, provide an explanation and include copies of any payment agreements.

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-1 (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Kenneth R Geelman	[Redacted] Trinidad, CO 81082	[Redacted]	Member	57%
Diga Geelman	[Redacted] Trinidad, CO 81082	[Redacted]	Member	49%

*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
- PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
- LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
- ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

Title

Date

Kenneth R Geelman Pres.

4.20-13

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-1 (Individual History Record) has:

Yes No

Been fingerprinted

Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

Date of Inspection or Anticipated Date _____

Upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for

Telephone Number

TOWN, CITY

COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

10 - TRINIDAD BEER, LIQUOR & WINE DEPOT

Kenneth R. Beigelman Individual Owner

Kenneth R Beigelman 51% of LLC Applicant



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: May 7, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Temporary permit request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider whether or not to grant the temporary permit. If approved it is effective immediately and remains in effect for 120 days or until the permanent license is approved, whichever occurs first.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The applicant is eligible for a temporary permit.



CITY OF TRINIDAD, COLORADO
TEMPORARY PERMIT APPLICATION - LIQUOR OR 3.2% BEER

FEE: \$100

Applicant is:

Individual Corporation Partnership Limited Liability Co. Other

If the applicant is a partnership, list the name and addresses of all partners; if the applicant is a corporation, association, or other organization, list the names and addresses of the president, vice-president, secretary, and managing officer; if the applicant is a limited liability company, list the names and addresses of all members. (Attach a separate sheet if necessary)

Applicant's Name: TRINIDAD Beer, Liquor & Wine Depot LLC

Applicant's Address (street name & number, city, state, zip code): Kenneth R. Geigelman / 019A Geigelman

1139 SANDERS TRINIDAD CO 81082 Home
111 E KANSAS AVE. TRINIDAD, CO 81082

Applicant's financial interest in the proposed transfer: PURCHASED BUSINESS

The premises for which the temporary permit is sought: (Business name and address, must be the same as shown on the application for transfer of ownership.)

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

INFORMATION ON EXISTING LICENSE

Trade Name of Establishment: TRINIDAD BEER, LIQUOR & WINE DEPOT

Current Licensee: Kenneth R. Geigelman

State License Number: 0970 42-94089

Type of License: RETAIL LIQUOR STORE

Expiration Date: JUNE 2013

Kenneth R. Geigelman
Signature of Applicant

4-30-13
Date

TEMPORARY PERMIT
Approval by Local Licensing Authority
City of Trinidad, Colorado

Date Approved by Local Authority: _____

Temporary Permit Expiration Date: _____

ATTEST:

Mayor

City Clerk

Date