



**CITY OF TRINIDAD  
TRINIDAD, COLORADO**

The City Council will hold its regular Work Session on  
Tuesday, March 8, 2011 at 1:30 p.m.  
City Hall Council Chambers, Third Floor, City Hall

**AGENDA**

1. Request to address City Council – Abel Tapia and Matt Robbins, Colorado State Lottery Community Relations
2. Discussion regarding 2011 Trinidaddio Blues Festival – Jerry Campbell, President
3. Update on Trinidad Multi-Modal Transit Center – Mary Ann Romero, South Central Council of Governments
4. Discussion regarding 2010 allocated funding for South Central Council of Governments – Ed Gil de Rubio, City Manager
5. Consideration of bid results for Veterans Memorial Park Project #01-2010 – Mike Valentine, Public Works Director
6. Consideration of proposed lease agreement between the City of Trinidad, Colorado and the Pioneer Trail District of the Rocky Mountain Council of the Boy Scouts of America, Troop #269 – Jerod Beatty, City Attorney
7. Discussion of other agenda items

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



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

January 4, 2010

Ms. Priscilla Fraser, Executive Director  
South Central Council of Governments  
300 South Bonaventure Avenue  
Trinidad, CO 81082

Dear Ms. Fraser:

This letter is to confirm our telephone conversation regarding City funds allocated to the South Central Council of Governments for fiscal year 2010.

In order to maintain your "local match", the amount of funding will be thirteen thousand dollars (\$13,000.00) for 2010; however, three thousand dollars (\$3,000.00) of that amount must then be transferred to the H.R. Sayre Senior Center for their discretionary utilization in the Center's operations. The allocation of \$3,000.00 shall be made pro-rata in accordance with payments you receive from the City.

Due to the present economic conditions that may impact the City's revenues, you are cautioned that the payments you are scheduled to receive may not be timely and may be subject to a reduction in the event of revenue shortfalls. Your added consideration in this matter is appreciated.

Please be advised that all organizations that receive financial assistance from the City will be required to provide additional information with regard to their financial activities. I have been directed to request that a financial report must be submitted to the City that illustrates the purpose of the expenditures as they occur.

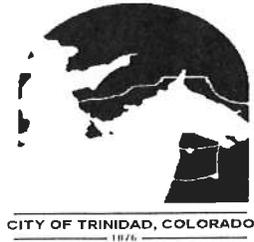
If you have any questions, please do not hesitate to contact me.

Sincerely,

Jim Soltis  
City Manager

cc: Anne Risley, Director, H.R. Sayre Senior Center  
Rose Blatnik, Finance Director

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August 31, 2010

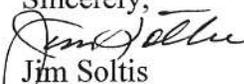
Ms. Priscilla Fraser, Executive Director  
South Central Council of Governments  
300 S. Bonaventure Ave.  
Trinidad, CO 81082

Dear Pete,

On behalf of the City Council, we wish to express our appreciation for COG's willingness to make the \$13,000.00 City contribution to projects that the City considers to be of priority need.

On Tuesday, August 31, 2010, City Council discussed this matter and concluded that \$10,000.00 of that amount be directed to the Amtrak Project and the remaining \$3,000.00 be given to the H.R. Sayre Senior Citizen Center.

Your cooperation in this matter is appreciated.

Sincerely,  
  
Jim Soltis  
City Manager

Cc: Mayor/City Council  
Jerod Beatty, City Attorney  
Anne Risley, Director

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THURSDAY  
SEPTEMBER 2, 2010

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than the state does," said Soltis.

The council also decided to split its annual \$13,000 earmarked for the South Central Council of Governments projects by giving \$10,000 to the Amtrak-transportation center project and \$3,000 to the Sayre Senior Center.

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**PROPOSED PROJECT SCHEDULE**

PROJECT NAME: VERTERAN'S PARK MEMORIAL

PROJECT NUMBER: 01-2011

PROJECT SCOPE: Construct monument and surrounding area sidewalk

PUBLISH / DATES: Chronicle News - February 18 & 23, 2011

PLAN ROOMS: \_\_\_\_\_

PRE-BID MEETING: MARCH 2, 2011 at 1:30 pm

**BID OPENING:** MARCH 7, 2011 @ 10:30 am

CONSTRUCTION PERIOD ALLOWED: 45 DAYS

**ANTICIPATED APPROVAL / CONSTRUCTION SCHEDULE**

COUNCIL WORK SESSION: MARCH 8, 2011

COUNCIL APPROVAL: MARCH 15, 2011

NOTICE OF AWARD: MARCH 16 2011

NOTICE TO PROCEED: MARCH 28, 2011 (Depending on agreements and bonds)

CONSTRUCTION START DATE: APRIL 1, 2011

COMPLETION DATE: MAY 15, 2011

**BID RESULTS WILL BE PROVIDED AT  
TIME OF WORK SESSION**

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**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Trinidad, Colorado, a municipal corporation, hereinafter referred to as “**Lessor**,” and the Pioneer Trail District of the Rocky Mountain Council of the Boy Scouts of America, Troop #269, hereinafter referred to as “**Lessee**.”

WITNESSETH:

That said Lessor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration and of the covenants and agreements hereinafter mentioned to be kept by the Lessee, has leased and does hereby lease unto said Lessee all those premises situate, lying and being in the County of Las Animas and State of Colorado, and described more fully as follows:

A part of the SE ¼ SE ¼ of Section 24, Township 32, South Range 69 West of the 6<sup>th</sup> P.M. Las Animas County, Colorado, more particularly described as follows: Beginning at a point that is 230 feet North and 55 feet West of the SE corner of Section 24, Township 32, South Range 69 West, thence North 0 degrees 34’ East 294.91 feet to a point; thence North 77 degrees 31’ West a distance of 304.2’ to a point; thence North 86 degrees 12’ West 406.36 feet to a point; thence South 9 degrees 45’ West a distance of 118.75 feet to a point; thence South 41 degrees 28’ East a distance of 159.3 feet to a point; thence South 65 degrees 47’ East a distance of 332.2 feet to a point; thence South 87 degrees 15’ East a distance of 311.3 feet to the point of beginning, containing 4.716 acres more or less.

The term of this lease shall be for a period of one year commencing with the date of execution of this Agreement by both parties hereto. This Agreement will automatically be renewed for subsequent terms of one year unless either party shall submit written notice to the other of the desire not to renew the Agreement at least thirty (30) days prior to the expiration of the initial or any subsequent lease term. However, in no case shall the initial term and subsequent terms exceed a total of five (5) years.

1. Tree Cutting and Removal:

The Lessee shall not be permitted to cut or remove any live trees within these leased premises. The City reserves the right to authorize for its own purposes or that of others, the right to remove any live trees or downed timber so long as such removal does not interfere with the rights of the Lessee and shall not interfere with grazing rights of adjoining lessee.

2. Property Fencelines:

The Lessee accepts the premises, including any fences or appurtenances which are a part thereof, in their existing state without any warranty, express or implied, of their present condition; and the City shall be under no obligation to repair or support the same, or to

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perform any duty in respect to same. Lessee further agrees to install, place, maintain, and keep in good repair, at Lessee's sole expense and in a manner satisfactory to the City, all fences, or appurtenances on said premises.

3. Hunting:

The parties agree that hunting shall not be permitted on the leased premises during the term of the lease or any extension thereof.

4. Owner Right of Review:

The duly authorized agents and representatives of the City shall have the right to enter upon the leased premises at any time for the purpose of inspecting any portion of the leased premises or any improvements, structure, facility, and attraction thereon.

5. Termination of Lease:

Upon the termination of this lease agreement or any extension thereof, or upon its forfeiture and termination, all the property shall vest in and remain the property of the City. Either party reserves the right to terminate the lease upon the breach of any of the terms and conditions of the lease by providing written notice to the other as set forth in this lease. Termination by the City shall be subject to the procedures set forth in C.R.S. 13-40-101, *et. seq.*

Upon the termination of this lease, the Lessee shall surrender said premises to the City; and if not in default hereunder, may remove from said premises all property belonging to the Lessee and, in case of failure to do so after such termination, said property shall become the property of the City.

6. City Indemnification:

The Lessee will not do or allow to be done upon said premises anything forbidden by law; and agrees to indemnify, protect, and save harmless the City against all claims and indebtedness of every nature in any way connected with the operation of the leased premises; and shall defend at its own expense any and all suits that shall be instituted against the City because of, or occasioned by, the maintenance or operation of said properties by the Lessee; and shall pay off and satisfy any and all judgments that may be obtained by reasons thereof.

7. Official Notification:

All notices expressly required or permitted to be given by either party hereto to the other shall be reduced to writing and either mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered, addressed as follows:

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If to the City:

City Clerk  
City of Trinidad  
P.O. Box 880  
135 North Animas Street  
Trinidad, CO 81082

If to the Lessee:

Pioneer Trails District, Troop #269  
Rocky Mountain Council  
Boy Scouts of America  
Florie Massarotti, Committee Chairman #269  
410 South Chestnut Street  
Trinidad, CO 81082

Dave Wilson, Scout Master #269  
P.O. Box 515  
Aguilar, CO 81020

Said addresses may be changed by giving like notice as aforesaid.

8. Invalidity and Court Jurisdiction:

In the event any term or provision hereof shall ever be declared or determined to be void or invalid, such fact shall not affect in any manner the validity of the other terms and provisions hereof. This contract shall be deemed to have been executed in the City of Trinidad, County of Las Animas, State of Colorado, and the parties hereto agree that the District Court in and for the County of Las Animas, State of Colorado shall have jurisdiction in any suit or proceedings to determine any of the rights, duties, and obligations of the parties hereto and venue shall be proper in the said Court.

9. This lease is made and executed upon the express provision and condition that the operation, maintenance, and supervision of the premises hereby leased, and the property herein shall never at any time nor under any condition interfere with or adversely affect the operation of the Trinidad Municipal Water System.
10. Lessee will keep the premises reasonably clean and in a sanitary condition free of litter and other debris.
11. At the expiration of this lease, or any extension thereof, Lessee will quit and surrender the premises in as good state and condition as received, reasonable wear and tear expected.

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- 12. Lessee shall be an independent, autonomous operator and is in no way the Agent, Servant, or Employee of the City of Trinidad, Colorado, and hereby takes and assumes full responsibility for the operation of said premises.
- 13. Lessee will not erect any permanent improvements or fixtures on the premises without the written consent of Lessor first having been received and at no cost or expense to Lessor.
- 14. Both Lessor and Lessee have the right at any time during the term of this lease to terminate said lease after giving sixty (60) days notice in writing to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date written above.

CITY OF TRINIDAD

\_\_\_\_\_  
JENNIE GARDUNO, Mayor

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, City Clerk

PIONEER TRAILS DISTRICT OF THE ROCKY  
MOUNTAIN COUNCIL OF THE BOY SCOUTS  
OF AMERICA, TROOP #269 of Trinidad, CO

\_\_\_\_\_  
FLORIE MASSAROTTI, Troop Committee  
Chairman

\_\_\_\_\_  
DAVE WILSON, Scout Master

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

The foregoing LEASE AGREEMENT was subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011, by Florie Massarotti and Dave Wilson.

Witness my official hand and seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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