



**CITY OF TRINIDAD
TRINIDAD, COLORADO**

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, March 15, 2011 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **READING OF MINUTES**, Regular Meeting of March 1, 2011
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 5) **COMMITTEE REPORTS**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
 - a) Special Events Permit request (Malt, Vinous and Spirituous) by Trinidaddio Blues Fest, Inc. at 700 Smith Avenue (Central Park) on August 27, 2011
 - b) New hotel and restaurant liquor license application filed by Brix at 231 E. Main Street
 - c) Consideration of bid results for Veterans' Memorial Park Project #01-2011
 - d) Consideration of lease agreement between the City and the Pioneer Trail District of the Rocky Mountain Council of the Boy Scouts of America, Troop #269
 - e) Consideration of Dry-Up Covenant & Agreement between the City and Pioneer Natural Resources USA, Inc. and XTO Energy, Inc.
- 8) **BILLS**
- 9) **PAYROLL**, March 5, 2011 through March 18, 2011
- 10) **ADJOURNMENT**

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

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, March 1, 2011 at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Garduno, presiding
	Councilmembers	Aragon, Pando, Rino, Shew, Toupal, Velasquez
Also present:	City Manager	Gil de Rubio
	City Attorney	Beatty
	City Clerk	Garrett

The pledge of allegiance was recited.

READING OF THE MINUTES. A motion to dispense with the reading and approve the minutes of the regular meeting of February 15, 2011, as submitted was made by Councilmember Toupal and seconded by Councilmember Aragon. The motion carried unanimously, excepting an abstention from Mayor Garduno due to her absence from that meeting.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. None.

REPORT BY CITY MANAGER. Financial reports. City Manager Gil de Rubio called to Council's attention a handout provided them of the City's financial report. He pointed out that the last page of the handout was a retail rate comparison that ARPA compiled and distributed at the last ARPA meeting. He told Council that the finance department is still working on closing out 2010 and he should have something regarding 2010 in about four weeks. City Manager Gil de Rubio reviewed the January, 2011 report with Council, indicating that the General Fund closed with just under \$40,000 in revenues over expenses. Expenses had been projected at 8%, however have thus far come in at 6.1%. He credited staff for doing a great job in keeping expenses down. He reminded Council that the Power & Light customers will be due a credit, which make the numbers somewhat soft. A more accurate picture should be available next month. Right now, staff is getting ready to send out cycle 3 bills. The Water Fund realized revenues over expenses of about \$54,000 for January. The Gas and Sewer Funds, he reported, showed negative fund balances for the month at approximately \$91,000 and \$265,000, respectively.

Fire response. City Manager Gil de Rubio informed Council of a fire over the weekend at C & H Restaurant on North Commercial Street and commended the Fire Chief and his crew in containing the fire. He attributed its containment to the department's response time and effort once on the scene.

ARPA meeting. City Manager Gil de Rubio told Council that it is public knowledge that ARPA convened meetings without the knowledge of the City on January 18th and 25th. ARPA provided at their last meeting an amended financial report for the year-end and their profit-loss statement showed a net loss of close to \$1.3 million. They also had a general discussion on the position of the General Manager and how they'll replace him, as Bill Leung will be leaving ARPA in the near future.

Power & Light audit. City Manager Gil de Rubio pointed out a confidential handout provided to Council this evening containing the results of the Power & Light audit. The report contains personnel issues that he said he needs time to deal with and thereafter the results will be made public.

Performance evaluations. Council was updated by City Manager Gil de Rubio on the progress of the performance evaluations. He said he has been meeting with the department heads and getting positive feedback on the process, the documents and the training they received.

REPORT BY CITY ATTORNEY. Amended Agenda. City Attorney Beatty advised Council that staff found it necessary to amend this evening's agenda yesterday with the addition of item 11g. He further advised that the agenda was posted more than 24 hours in advance of the meeting at the designated posting places. Mayor Garduno confirmed with Council that they all received a copy of the amended agenda. Councilmember Rino asked if Council should vote to approve the addition of item 11g since the item was not on their original agenda. City Attorney Beatty said that it was posted appropriately, however it wouldn't hurt if Council wished to approve it. Councilmember Toupal moved to approve the addition of the item to the agenda. The motion was seconded by Councilmember Shew and carried unanimously upon a roll call vote.

COMMITTEE REPORTS. None.

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance repealing Section 2-57 of Article 13 ("Agencies, Boards, Bureaus and Commissions") of Chapter 2 ("Administration") of the Code of the City of Trinidad, Colorado, pertaining to the Library Board of Trustees; creating a Library Department within the City of Trinidad; and establishing a Library Advisory Board. Mayor Garduno declared the public hearing open and called for comments in favor of the ordinance. City Manager Gil de Rubio addressed Council and reminded that the question was asked at their last meeting whether the City can afford adding the library on as a City department in these hard times. He said he doesn't think the economy is going to level off any time soon, but told Council about a great report the International City and County Managers' Association came out with entitled "Maximize the Potential of Your Public Library". He read an excerpt from the report as follows: "Why Libraries? A better question might be why not libraries? As communities develop strategies to address important issues and needs, communicating those strategies to the public is essential. And what community program reaches more of the general adult public in a learning environment than the public library? Libraries also reach large numbers of young people when they are not in school, especially in after-school and summer programs. Any community effort that involves public education, communications, and marketing is overlooking an important asset if the library is not

MARCH 1, 2011

included in the plan." City Manager Gil de Rubio said he will make a copy available by e-mail and hard copies at his office. He reiterated that he thought it was a great report. Mayor Garduno called for comments against the ordinance. There being none, the hearing was closed.

Second reading of an ordinance repealing Section 2-57 of Article 13 ("Agencies, Boards, Bureaus and Commissions") of Chapter 2 ("Administration") of the Code of the City of Trinidad, Colorado, pertaining to the Library Board of Trustees; creating a Library Department within the City of Trinidad; and establishing a Library Advisory Board. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Aragon and seconded by Councilmember Velasquez. The motion carried by a unanimous roll call vote and the ordinance was approved and will become effective on March 11, 2011.

ORDINANCE NO. 1912

AN ORDINANCE REPEALING SECTION 2-57 OF ARTICLE 13 ("AGENCIES, BOARDS, BUREAUS AND COMMISSIONS") OF CHAPTER 2 ("ADMINISTRATION") OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, PERTAINING TO THE LIBRARY BOARD OF TRUSTEES; CREATING A LIBRARY DEPARTMENT WITHIN THE CITY OF TRINIDAD; AND ESTABLISHING A LIBRARY ADVISORY BOARD

MISCELLANEOUS BUSINESS. Tavern liquor license renewal request by Monte Cristo Bar, Inc. at 124 Santa Fe Trail. A motion to approve the renewal was made by Councilmember Rino and seconded by Councilmember Shew. The motion carried by a unanimous roll call vote.

Retail liquor store license renewal request by Luis A. Lopez, II d/b/a Santa Fe Trail Hops & Vines at 1530 Santa Fe Trail. Councilmember Pando moved to renew the license. Councilmember Velasquez seconded the motion which carried unanimously upon roll call vote.

Tavern liquor license renewal request by Alfred L. Mantelli d/b/a Trinidad Lounge at 421 N. Commercial Street. Councilmember Toupal made a motion to approve the tavern license renewal and Councilmember Pando seconded the motion, which carried by a unanimous roll call vote.

Consideration of bid results for the City of Trinidad clubhouse roof replacement project. City Manager Gil de Rubio addressed Council. He pointed out in their packets the spreadsheet containing the bid results, which included a staff cost estimate inclusive of labor. Additionally, he advised that he, Public Works Director Valentine and engineering staff Jeni Jackson and Brad Mincic met with Jerry Cunningham and other representatives from Purgatoire Valley Construction (PVC) yesterday to review the bid line item by line item. Staff feels assured that PVC can bring the work in on time and within the budget expressed in their bid. He said staff recommends without a doubt the approval of the project and award of bid to Purgatoire Valley Construction. Councilmember Rino asked the status of change orders regarding the \$126,000 bid if they come in. He asked who the change order request would go to, the City Manager or City Council? Public Works Director Valentine said that according to the contract, change orders would be submitted to the City Engineer, or him since the City doesn't have a staff engineer, and approved and would then be taken to the City Manager for approval. He explained that if they had to wait for Council approval it may take three weeks before the work could happen because of the timing of the meetings. City Manager Gil de Rubio reminded Council that in this instance the building would be exposed since they are stripping that roof. Councilmember Rino commented that his concern is accepting the low bid and then the contractor coming in with change orders. He added that the contractor should know the costs and he didn't think there should be any change orders. City Manager Gil de Rubio commented that only in a perfect world are there no change orders in construction. He emphasized that there was a very comprehensive evaluation of the building, drawings and specifications done by PWD Valentine and Building Inspector Chris Kelley were very comprehensive, but reminded Council that the building is old, 1920s, and you never know what you will discover in a building that old. City Manager Gil de Rubio said there is one section whereby the plans call for the re-use of lumber if it's acceptable; if not, they'll have to buy lumber. He told Council that he is very conscientious of the City's dollars and assured them that he will not sign off on any change orders that are not accountable to the job. The contractor likewise is fully aware of the City's position relative to change orders. However, he stressed that he cannot tell Council there will be no change orders because he'd be lying to them. Councilmember Rino said his opinion is if the contractor bid that price then that's what it should be. City Manager Gil de Rubio reiterated that he is very conscientious, however there are times that are unaccountable at times where a change order may arise. Mayor Garduno asked if she understood him to say that PVC's bid was based on their plan to re-use materials. City Manager Gil de Rubio clarified that the City's blueprints, plans and specification called for use of existing lumber they thought was good. Public Works Director Valentine added that it was specifically to re-use timbers in the porch area in front. He said they feel they are in good shape, but if they are rotted when they are taken down, the contractor will have to change them. He further clarified that the re-use of that lumber was in the bid specifications, therefore all of the contractors would have bid it the same. Councilmember Aragon asked how many change orders there were for the Elm Street project. PWD Valentine said there were four. The \$1.3 million job had \$46,000 in change orders. The first and largest was a change order for 8" pipe that the engineering firm had left out of the bid tabulation that was in excess of \$20,000. Councilmember Aragon asked if Council will be informed of change orders. City Manager Gil de Rubio assured Council that they will hear updates on the project. Councilmember Pando said he thought it to be important that they stick to the time line and the contractor be penalized if they do not and that it be enforced immediately. PWD Valentine said the specifications did stipulate liquidated damages. City Manager Gil de Rubio noted that there were liquidated damages in the Elm Street project that were enforced and collected from the retainage. He pointed out that the contractor will be interested in sticking to the time line because the work involves the roof of a building. By the nature of the project they'll be working to be done in a timely manner. Councilmember Pando said it is important to get the job done. The City paid a lot of money for the building and we need to get it to where it can be used and get it done quickly. City Manager Gil de Rubio reminded Council that this work is to stabilize the building and that there is a lot more work to be done. It cannot sit like it is right now. Councilmember Pando said he understands that this is the first step, but said he wants to get to the second part. City Manager Gil de Rubio said he understands everyone is very anxious. If the building would have been in better shape they'd be ahead, but reminded that the City just purchased the building in October. For the City to be where we are is fantastic.

He commended PWD Mike Valentine and Building Inspector Chris Kelley for their hard work as well as Jeni Jackson and Brad Mincic for theirs on the blueprints and specifications. He added that the whole bid process was done professionally. A motion to accept the low bid from Purgatoire Valley Construction in the amount of \$126,131 was made by Councilmember Rino and seconded by Councilmember Pando. The motion carried unanimously by roll call vote.

Resolution supporting the grant application for a local parks and recreation grant from the State Board of the Great Outdoors Colorado Trust Fund for the Boulevard Addition Interpretive Nature Trail. Planning Director Louis Fineberg addressed Council. He told Council that he, PWD Valentine and Jeni Jackson have been working to tweak the project and make sure it is one the city can implement. Councilmember Aragon asked if they would consider including a bicycle trail. Mr. Fineberg described the proposed project as an extension of the overall trail system into the Boulevard Addition on City property with a trail head and picnic area and benches. There will be two varieties of trails, an existing four-wheel road beds that will be graded and lined with wood chips and then there will be smaller ones that currently exist that will remain in their natural state. They will be connecting Central Park to this site as part of this project. There will be bike racks at the trail head. The connector from Central Park to the trail head will be bike friendly and there will be bike racks for people to put their bikes and then enter the trail system. The trail system itself will primarily be a pedestrian trail, a minimally invasive nature trail. Biking to the site will be biker friendly. A motion to adopt the resolution was made by Councilmember Aragon and seconded by Councilmember Shew. The motion carried unanimously.

RESOLUTION NO. 1367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO,
SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND RECREATION GRANT
FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE
BOULEVARD ADDITION INTERPRETIVE NATURE TRAIL

Consideration of Water Lease Agreement between the City and New Elk Coal Company, LLC. Utilities Supt. Fernandez advised Council that the agreement presented tonight is the same as that presented at work session. He summarized the terms of the lease, explaining that the City will lease a minimum of 50 acre feet of water. The agreement is designed with tier 1, tier 2, and tier 3 levels. If the mine needs more water it would be granted if the City has it available. He said the cost will be \$500 per acre foot, which is the current standard charge the City has currently. He recommended approval of the agreement. A motion to approve the agreement was made by Councilmember Rino and was seconded by Councilmember Shew. The motion carried unanimously.

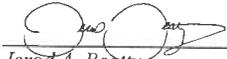
BILLS. A motion to approve the bills was made by Councilmember Pando. The motion was seconded by Councilmember Velasquez. Roll call was taken on the motion. The motion carried unanimously.

PAYROLL, February 19, 2011 through March 4, 2011. A motion to approve the payroll was made by Councilmember Shew and seconded by Councilmember Toupal. The motion carried unanimously.

EXECUTIVE SESSION – for a conference with legal counsel for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and/or for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), regarding Arkansas River Power Authority. A motion to enter into executive session for the stated purpose was made by Councilmember Velasquez and seconded by Councilmember Pando. The motion carried unanimously by a roll call vote of Council and the executive session ensued at 7:22 p.m.

I, Jerod A. Beatty, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 1st day of March, 2011, was permissible under CRS Section 24-6-402 (4)(b).

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


Jerod A. Beatty
City Attorney

Upon conclusion of executive session at 8:23 p.m., Councilmember Pando made a motion to resume the regular meeting. The motion was seconded by Councilmember Shew and carried unanimously by roll call vote.

MISCELLANEOUS BUSINESS (Cont.). Authorization of commencement of litigation against the Arkansas River Power Authority in Las Animas County District Court. A motion to give authority to file litigation against the Arkansas River Power Authority in Las Animas County District Court was made by Councilmember Rino and seconded by Councilmember Toupal. Roll call was taken on the motion, which carried unanimously by roll call vote.

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

ATTEST:

JENNIE GARDUNO, Mayor

AUDRA GARRETT, City Clerk

ITEM NO. **7a**

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON March 15, 2011

ITEM: Special Events Permit request (Malt, Vinous and Spirituous) by Trinidaddio Blues
Fest, Inc. at 700 Smith Avenue (Central Park) on August 27, 2011

**REQUEST
MADE BY:** Trinidaddio Blues Fest, Inc.

**CONTENTS/
COMMENTS:** SEP Application
Departmental reports
Fees have been paid

ITEM NO. **7a**

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 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 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

State Sales Tax Number (Required)

TRINIDAD BLUES FEST, INC

27-83352-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)

*1400 SAN PABLO
TRINIDAD, CO 81082*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)

*700 Smith
509 STONEWALL AVE
(CENTRAL PARK)
TRINIDAD, CO 81082*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

JERRY CAMPBELL (CHAIRMAN)

[REDACTED]

[REDACTED]

TRINIDAD, CO 81082

5. EVENT MANAGER

CARL (RUSTY) GOODALL

[REDACTED]

[REDACTED]

TRINIDAD CO 81082

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
<i>8/27/2010</i>				
From <i>11:00 A.m.</i>	From .m.	From .m.	From .m.	From .m.
To <i>11:00 P.m.</i>	To .m.	To .m.	To .m.	To .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

Jerry Campbell

TITLE

CHAIRMAN, TRINIDAD BLUES FEST, INC

DATE

2/24/11

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

CITY

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
		<i>-750 (999)</i>	\$.

(Instructions on Reverse Side)



The Trinidadaddio Blues Fest is an annual, daylong, end-of-summer (Saturday of the weekend before Labor Day), outdoor event. First held in 1999 at the "Elm Street Station" with an estimated attendance of 900, it grew to 1500 in 2000 and the decision was made, with the co-operation of the City of Trinidad (pop. approx. 10,000) to move to its current venue at Central Park. The festival has now become the largest single event in Trinidad, drawing as many as 5000 visitors to the community from throughout the region (especially from along the I-25 corridor from Denver to Albuquerque). Over a three-day weekend, it brings hundreds of thousands of tourism dollars into our local businesses.

The festival features at least eight different musical acts throughout the day, starting at noon with local talent and ending, after dark, with internationally recognized blues performers. Each year, one of the blues groups agrees to a Sunday performance at the Trinidad Correctional Facility, in exchange for supervised assistance from inmates in setting up and tearing down the event infrastructure at the park.

The Blues Fest is funded through private and business donations and by volunteer activities, all of which are related to the single-day event. It is also funded by ticket sales both prior to the event and at the entrance gate to the park on the day of the fest. Vendor fees from food and craft booths generate additional funding.

By becoming a stand-alone 501(c)3, the Trinidadaddio Blues Fest anticipates generating enough income to initiate improvements for each succeeding year, and, ultimately, to conduct related educational activities for local youth (a suggested "Blues in the Schools" program). A Friday evening event preceding the festival, "Pre-Blues at the Lucky Monkey" (nightclub), rewards the event's sponsors and its "army" of volunteers with several blues acts; performances funded by the nonprofit Colorado Blues Society.

Set up begins on Wednesday before the fest, by laying out where all of the tents & booths will be located. Thursday, a crew comes in to erect the two large preferred seating tents, the remaining layout is finished and some of the temporary fencing is put in place.

Each year, one of the blues groups agrees to a Sunday performance at the Trinidad Correctional Facility, in exchange for supervised assistance from inmates in setting up on Friday and tearing down the event infrastructure at the park on Sunday after the fest. Saturday morning the remaining infrastructure is completed.

Volunteers do all fundraising, and 100% of the activities are allocated to the festival event itself. By becoming a stand-alone 501(c)3, the Trinidadaddio Blues Fest anticipates generating enough income to initiate improvements for each succeeding year, and, ultimately, to conduct related educational activities for local youth (a suggested "Blues in the Schools" program). A Friday evening event preceding the festival (the "Pre-Fest Party), rewards the event's sponsors and its "army" of volunteers with several blues acts; performances funded by the nonprofit Colorado Blues Society.

Security is provided by the Trinidad Police Department (7 Officers on duty at all times during the fest) and the over 150 volunteers also on site throughout the day. First aid is available at any "Blues Fest" tent (as indicated on the attached map), from volunteers operating the golf carts on the premises, and an ambulance is parked on Stonewall Ave, with access, if necessary, to the park.

A web site, www.trinidadaddio.com informs the public about each year's event, as well as provides a venue for on-line ticket sales.

TRINIDADDIO
Blues Fest, Inc
Board of Directors

Officers:

Chairman
Jerry Campbell
Vice-Chairman
C. Jerry Vitiello
Secretary
Denise Vitiello
Treasurer
Nancy Ellis
Community Liaison
Rusty (Carl) Goodall
Sargeant-at-Arms
Jeff Fleshman

Directors:

Jay Denny
Jason Ellis
Sarah McDonald
Ken Saydak
Founder
Neil Sexton

137 W. Cedar Street
Trinidad, Colorado 81082
info@trinidadaddio.com
www.trinidadaddio.com
719-859-8031

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,

Trinidaddio Blues Fest

is a **Nonprofit Corporation** formed or registered on 03/14/2009 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 20091152926.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/22/2011 that have been posted, and by documents delivered to this office electronically through 02/24/2011 @ 11:49:23.

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 02/24/2011 @ 11:49:23 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7875213.



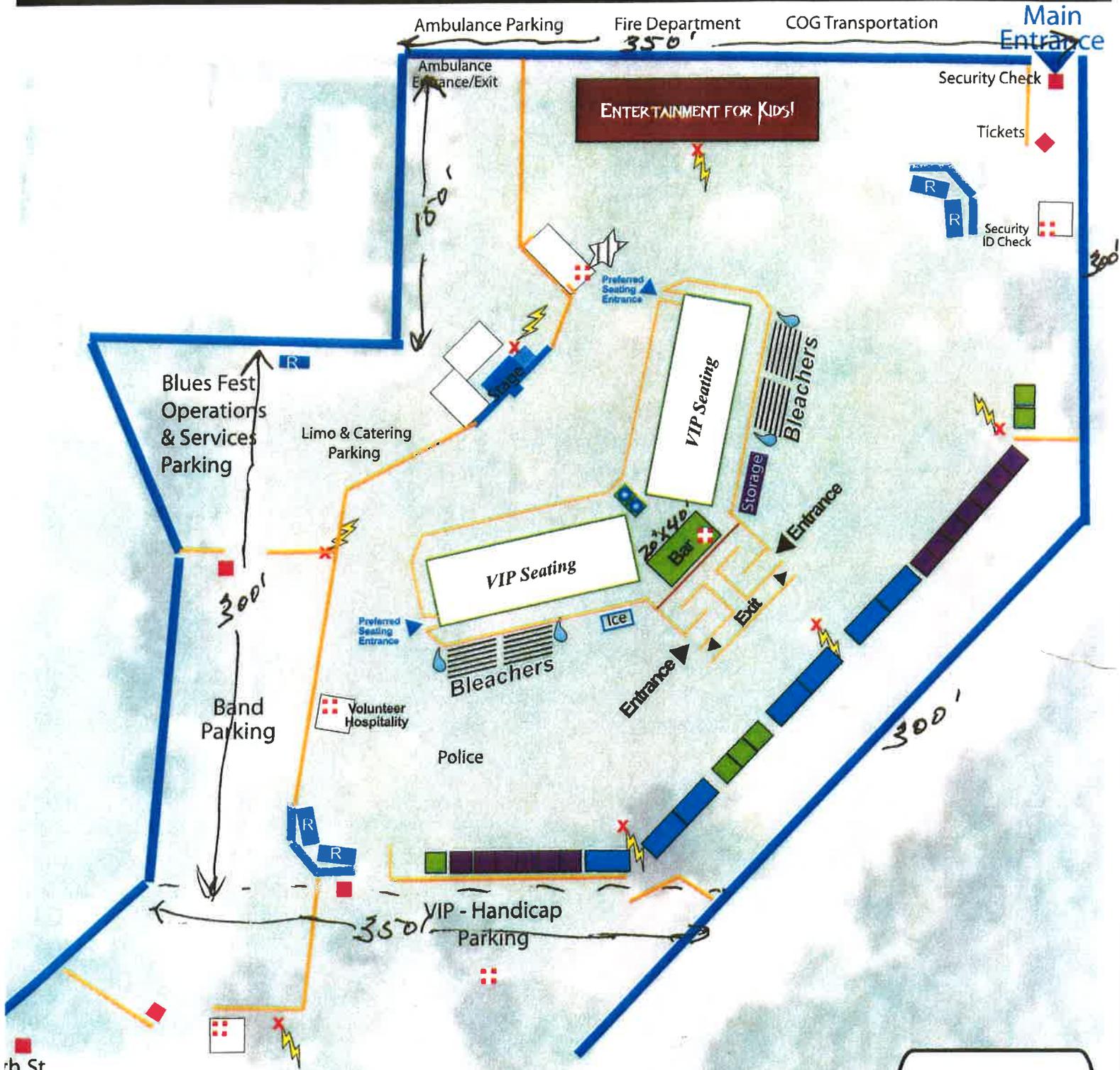
A handwritten signature in cursive script, reading "Scott Gessler".

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."

Stonewall Avenue



**Band - Vendor
Volunteer - VIP
Check In**

- Trinidadio Merchandise 
- 1st Aid 
- Rest Rooms 
- Water Coolers 
- Food 
- Arts & Craft 
- Informational 
- Security 
- Electric Svc 

MEMO

TO: Audra Garrett, City Clerk

FROM: Ed Gil de Rubio, City Manager



SUBJECT: Special Event – August 27, 2011

DATE: February 24, 2011

The City of Trinidad has authorized use of Central Park at 700 Smith Avenue for the Trinidaddio Blues Festival on August 27, 2011 to the Trinidaddio Blues Fest non-profit organization for liquor concessions during the hours indicated on the special events permit application.

Operations Plan Trinidaddio Blues Festival

Date of Operation: To be assigned

Operational Period's: 1100-1700 and 1700-2330

Pre-Operation Briefing: To be assigned

Operations Supervisor: To be assigned

Location of operation: Central Park Lower and Upper Field

Operation Objectives: Provide security for the Trinidaddio Blues Festival, maintain public peace and order during this event. Provide security at the front gate, front and back stage entrance, bar, volunteer and vendor check in and cash drops. A map of the operation area is attached to this plan. TPD will assist with CASH drops and will provide escort in TPD patrol vehicle.

Radio Frequency: Officers assigned to this detail will set all 800 MGZ radios to TPD TAC 3. This will allow communications between officers and the Trinidad Communications Center.

Handling of calls within operations area: Officers assigned to this detail will take all call's for service that occur within the park area. Violation of Statute will be handled accordingly by officers assigned to this operation. Any need for transport to jail and/or Detox will be done by patrol, a request will be made via TPD TAC 3 to the communications center. Officers will be responsible for affidavits and associated paper work upon the completion of their assignment. Custody I's will be turned over to the transporting officer upon turning the suspect over to transport. A laptop and USB Jump Drive will be available for any affidavit that need's to be completed on scene.

Officers should note that the staff operating the "beer garden" have received TIPS training.

Officers should pay special attention to ensure that underage persons ARE NOT being served alcohol. Also officers should 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 handled accordingly.

NO PERSON WHO IS NOT DESIGNATED BY THE BLUES FESTIVAL AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR. Any unauthorized person found behind the bar will be removed from the park area. Appropriate enforcement action will also be taken.

The Blues fest 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 park area. No person is allowed to take alcoholic beverages out of the park area. Appropriate action will be taken for said violations.

Officer Safety: All officers assigned to this operation will be in full uniform and will be required to wear their ballistic vests.

Critical Incidents: Any incident requiring command staff notification will be immediately reported to the operations commander. He will make the appropriate notifications.

Stage access: Persons having stage access will be wearing black tee shirts and a black ID badge and will have a back stage pass. It should be noted that some black passes will have 7PM written in RED. These passes only allow access to the back stage area until 1900 hours. These ID's will have a photo on the ID.

Green passes are for regular volunteers. The regular volunteers will be wearing neon orange shirts. They are not allowed backstage.

This section will be amended as necessary, as pass/shirt colors change annually

A copy of the passes is attached.

Officer assignments:

Officer	Radio #	Cell Phone	Agency	Assignment	Shift
				gate-IC	1100-1700
				gate	1100-1700
				bar	1100-1700
				vendor check in	1100-1700
				stage	1100-1700
				cash drops	1100-1700
				gate	1700-2300
				gate	1700-2300
				bar	1700-2300
				vendor check in	1700-2330
				stage	1700-2330
				cash drops	1700-2330

OFFICER ASSIGNMENTS WILL BE ASSIGNED UPON FINAL SUBMISSION OF OP PLAN

Vendor Check In: Officers assigned to work Vendor check in will park their patrol car at this location. (See attached map).

Parking: Parking for patrol cars will be assigned according to the attached map. 2 spaces will be available at the main entrance to the park.

Breaks: Operations supervisor will make sure that officers are periodically given a break.

Prepared by: _____ Date: _____

Approved by: _____ Date: _____

3/1/11

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

Applicant: Trinidadadio Blues Fest, Inc.

dba: August 27, 2011

Address: 700 Smith Avenue

Type of License: Special Events Permit - Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: March 15, 2011, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

OK

3-7-11
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 10, 2011

3/1/11

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

Applicant: Trinidadadio Blues Fest, Inc.

dba: August 27, 2011

Address: 700 Smith Avenue

Type of License: Special Events Permit - Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: March 15, 2011, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

3-8-11
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 10, 2011

3/1/2011

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

Applicant's Name: Trinidadio Blues Fest (Event)

DBA:

Business Address: 700 Smith Avenue (Central Park)

Type of license: SEP - Malt, Vinous and Spirituous - August 27, 2011

Renewal Transfer Change of Location New X Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

March 15, 2011, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Follow approved security plan. In addition, no one showing signs of intoxication may serve alcohol and servers must not consume alcohol.

3-2-11
Date
Signature *Gregory Stearns*

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

March 10, 2011

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

CERTIFICATE OF POSTING

I, Audra Fatur, 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, Trinidadio Blues Fest, Inc., 1400 San Pedro, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 700 Smith Avenue, Trinidad, Colorado, on August 27, 2011, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 15th day March, 2011.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 10th day of March, 2011.



CITY OF TRINIDAD, COLORADO
Audra Garret
Audra Garret, City Clerk

ITEM NO. 7b

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON March 15, 2011

ITEM: New hotel and restaurant liquor license application filed by Brix at 231 E. Main Street

**REQUEST
MADE BY:** Brix

**CONTENTS/
COMMENTS:** Application

****This item needs to be set for hearing. Said hearing cannot be any earlier than 30 days from today. An April 19, 2011 hearing date is recommended. The tentative neighborhood boundary also needs to be set.****

ITEM NO. 7b

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).

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 <input type="checkbox"/> No <input checked="" type="checkbox"/>												
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? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> 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. <input type="checkbox"/> <input checked="" type="checkbox"/>													
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? <input type="checkbox"/> <input checked="" type="checkbox"/>													
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. <input type="checkbox"/> <input checked="" type="checkbox"/>													
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? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ <input checked="" type="checkbox"/> <input type="checkbox"/>													
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%; padding: 2px;">Landlord Clayton Marquez & Joseph Salazar</td> <td style="width:35%; padding: 2px;">Tenant Brix</td> <td style="width:30%; padding: 2px;">Expires 05-31-2016</td> </tr> </table>	Landlord Clayton Marquez & Joseph Salazar	Tenant Brix	Expires 05-31-2016										
Landlord Clayton Marquez & Joseph Salazar	Tenant Brix	Expires 05-31-2016											
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.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">N/a</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	N/a								
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST										
N/a													
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 Has a local ordinance or resolution authorizing optional premises been adopted? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>													
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>													
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? <input type="checkbox"/> <input checked="" type="checkbox"/> (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? <input type="checkbox"/> <input checked="" type="checkbox"/> (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? <input type="checkbox"/> <input checked="" type="checkbox"/> (Three years required) _____													
16. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>													
17a. Name of Manager (for all on-premises applicants) <u>Clayton Marquez</u> (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 <div style="background-color: black; width: 100px; height: 15px;"></div>												
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>													
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>													

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*
Clayton Marquez	[REDACTED] Denver, CO 80209	[REDACTED]	Owner	%50
Joseph Salazar	[REDACTED] Henderson, CO 80640	[REDACTED]	Owner	%50

*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

Clayton T. Marquez / Joseph Salazar *Owner*

3-10-11

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:

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

ITEM NO. 7c

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON March 15, 2011

ITEM: Consideration of bid results for Veterans' Memorial Park Project #01-2011

**REQUEST
MADE BY:** Public Works Director Valentine

**CONTENTS/
COMMENTS:** Memo from PWD Valentine
Bid tabulation

ITEM NO. 7c



CITY OF TRINIDAD
P.O. BOX 880 135 N. ANIMAS STREET
TRINIDAD, CO 81082
TELEPHONE: (719) 846-9843
FAX No. (719) 846-0952
www.historictrinidad.com

MEMO

March 10, 2011

To: Ed Gil De Rubio, Mayor, and City Council

From: Mike Valentine *MV*

Re: Veteran's Memorial Park

An advertisement for bid was published in The Chronicle News on February 18th and 23rd, 2011, for the City of Trinidad Project #01-2011 Veterans Memorial Park. Bid Advertisements were also mailed to licensed contractors who perform this type of construction and hold a current license with the City.

The project location is in the south west quadrant of the intersection of Modica Drive and Convent Street and includes the installation of stamped colored sidewalk, a canon platform, and a split face block and brick façade for the installation of a granite monument.

A pre-bid meeting was held on March 2, 2011 and a bid opening was held on March 7, 2011. Two bids were received and read aloud. The two bidding contractors and their respective unit prices are reflected on the attached bid tabulation & comparison spreadsheet. Also included on the spreadsheet is the City of Trinidad Engineering estimate.

The bid package documents clearly state that each bid must be accompanied by a BID BOND payable to the City of Trinidad for five percent of the total amount of the BID. A certified check may also be used in lieu of a BID BOND.

The bid received from Modern Masonry, Inc. and reflected on the attached bid tabulation was not accompanied by a bid bond and was therefore declared unresponsive.

It is my recommendation that we award the contract to the lowest responsible bidder, Purgatoire Valley Construction, in the amount of \$93,397.63.

Funding for the project will come from the City of Trinidad's Capitol Improvement Fund Veteran's Park Improvements line item and a reimbursement in the amount of \$74,773.07 from the Colorado Department of Transportation for mitigation work performed by the City on behalf of CDOT.

ITEM NO	DESCRIPTION	UNIT	PLAN QTY	Purgatoire Valley Construction		Modern Masonry, Inc.		City of Trinidad Estimate	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
203	Subgrade Preparation	SY	350.00	\$24.00	\$8,400.00	\$10.00	\$3,500.00	\$30.00	\$10,500.00
214	Tree(Sterling Linden)(2.5'CAL.)	EA	1.00	\$350.00	\$350.00	\$500.00	\$500.00	\$550.00	\$550.00
304	Breeze Mulch	CY	32.00	\$150.00	\$4,800.00	\$109.38	\$3,500.16	\$100.00	\$3,200.00
401	Concrete Footer	CY	3.50	\$450.00	\$1,575.00	\$714.29	\$2,500.02	\$550.00	\$1,925.00
401	Concrete Columns	CY	4.00	\$900.00	\$3,600.00	\$700.00	\$2,800.00	\$1,000.00	\$4,000.00
403	Brick Around Marble Centerpiece	SF	2.50	\$19.00	\$47.50	\$16.00	\$40.00	\$21.00	\$52.50
403	Brick Around Concrete Columns	SF	180.00	\$19.00	\$3,420.00	\$16.00	\$2,880.00	\$21.00	\$3,780.00
403	6" Block	SF	20.00	\$10.50	\$210.00	\$9.00	\$180.00	\$15.00	\$300.00
403	8" Block	SF	332.50	\$21.00	\$6,982.50	\$16.95	\$5,635.88	\$25.00	\$8,312.50
403	10" Wide Wall Cap	LF	37.75	\$96.00	\$3,624.00	\$80.20	\$3,027.55	\$105.00	\$3,963.75
403	12" Wide Wall Cap	LF	6.25	\$156.50	\$978.13	\$130.52	\$815.75	\$160.00	\$1,000.00
403	28" Square Column/Pier Caps	EA	6.00	\$485.00	\$2,910.00	\$403.62	\$2,421.72	\$525.00	\$3,150.00
604	Concrete(Stamped Herring Bone Pattern Color to Match Street)	SY	145.00	\$82.00	\$11,890.00	\$83.00	\$12,035.00	\$90.00	\$13,050.00
604	Concrete Behind Monument(Stamped & Colored to Match Street)	SY	94.00	\$82.00	\$7,708.00	\$80.00	\$7,520.00	\$90.00	\$8,460.00
604	Colored Concrete(Match Sidewalk Color at Cimino)(Light Broom Finish)(Include ramps & platforms)	SY	62.00	\$50.00	\$3,100.00	\$60.00	\$3,720.00	\$70.00	\$4,340.00
604	Cannon Platform(Stamped & Colored to Match Street)	LS	1.00	\$2,870.00	\$2,870.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
604	Concrete Sidewalk (4" Thk.)	SY	68.50	\$45.00	\$3,082.50	\$36.50	\$2,500.25	\$40.00	\$2,740.00
613	Custom Light Boxes	EA	4.00	\$1,000.00	\$4,000.00	\$200.00	\$800.00	\$750.00	\$3,000.00
613	Electrical Work	LS	1.00	\$8,600.00	\$8,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
613	Custom Fabricated Military Branch Brackets	EA	5.00	\$1,350.00	\$6,750.00	\$200.00	\$1,000.00	\$500.00	\$2,500.00
626	Mobilization	LS	1.00	\$4,400.00	\$4,400.00	\$15,329.29	\$15,329.29	\$7,000.00	\$7,000.00
630	Traffic Control	LS	1.00	\$3,650.00	\$3,650.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
630	Sanitary Facility	LS	1.00	\$450.00	\$450.00	\$500.00	\$500.00	\$500.00	\$500.00
	TOTAL				\$93,397.63		\$80,000.00		\$95,323.75
							\$77,205.61		

ITEM NO. 7d

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON March 15, 2011

ITEM: Consideration of lease agreement between the City and the Pioneer Trail District of the Rocky Mountain Council of the Boy Scouts of America, Troop #269

**REQUEST
MADE BY:** Boy Scouts of America, Troop #269

**CONTENTS/
COMMENTS:** Lease agreement

ITEM NO. 7d

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 6th 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

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:

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.

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: _____

ITEM NO. 7e

ITEM TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF THE CITY COUNCIL TO
BE HELD ON March 15, 2011

ITEM: Consideration of Dry-Up Covenant & Agreement between the City and Pioneer
Natural Resources USA, Inc. and XTO Energy, Inc.

**REQUEST
MADE BY:**

**CONTENTS/
COMMENTS:** Dry-Up Covenant & Agreement

ITEM NO. 7e

DRY-UP COVENANT & AGREEMENT

This Dry-Up Covenant & Agreement ("Agreement") is entered into this ___ day of _____, 2011 between **Pioneer Natural Resources USA, Inc.** and **XTO Energy Inc.** (collectively "Grantors") and the **City of Trinidad** ("Grantee"). Grantors and Grantee may be referred to individually as a "Party" and collectively as the "Parties" below.

RECITALS

A. Grantee previously acquired water rights decreed for diversion from the John Flood Ditch, including 2.0 c.f.s. of the Priority No. 5 water right and 242 shares of capital stock in the John Flood Ditch Company ("Water Rights"). The Water Rights were historically used on the Property defined below.

B. Pursuant to Grantee's purchase of the Water Rights, Grantee entered into various Water Rights Leases and Dry-Up Agreements with Grantors' predecessors-in-interest that are recorded in the real property records of Las Animas County, Colorado, including, but not limited to, those recorded at Reception Nos. 200100652770, 200200660059 and 200300666326 (collectively "Dry-Up Agreements"). Among other things, the Dry-Up Agreements require 77.5 acres of real property in Section 7, Township 32 South, Range 62 West of the 6th P.M., Las Animas County, Colorado to be dried up.

C. Grantors purchased 189.5 acres of real property in Section 7, Township 32 South, Range 62 West of the 6th P.M., Las Animas County, Colorado (the "Property"). The Parties agree that 77.5 acres of the 189.5 acres comprising the Property are subject to the dry up obligations in the Dry-Up Agreements.

D. Grantors and Grantee enter into this Covenant to supersede and replace the Dry-Up Agreements, and to specify which 77.5 acres of Grantors' 189.5 acres shall be subject to dry-up.

AGREEMENT AND COVENANT

For and in consideration of the above recitals which are incorporated herein by this reference, the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee covenant and agree as follows:

1. On and after the date of this Agreement, Grantors covenant and agree that they shall not irrigate the 77.5 acres of real property in Section 7, Township 32 South, Range 62 West of the 6th P.M., Las Animas County, Colorado, depicted on the map attached as **EXHIBIT A** hereto ("Dry-Up Property"), without the express written permission of the Grantee, its successors or assigns.
2. This Agreement shall supersede all existing Dry-Up Agreements, and the Dry-Up Agreements shall be of no force and effect.
3. Nothing in this Agreement prevents the Grantors from irrigating the portions of their Property that are not subject to the dry-up obligations under this Agreement. Furthermore, this Agreement does not prevent the Grantors from re-irrigating the Dry-Up Property, if: a) the Grantors obtain the express written permission of the Grantee; and b) the Grantors and Grantee follow the procedures

set forth in paragraph 26.B of the decree entered in Case No. 88CW61, District Court, Water Division No. 2.

4. Grantors hereby convey to Grantee a non-exclusive perpetual easement for the purpose of access to and over the Property as may be reasonably necessary to conduct monitoring or testing activity for the sole purpose of demonstrating the land is no longer irrigated and is dried-up. Only where Grantors have failed to dry-up the Dry-Up Property, and Grantee has provided written notice to Grantors of such failure, does this easement include access to and over the Property as may be reasonably necessary to take actions to effectuate and enforce this Agreement. Grantee agrees that any entry onto the Property shall be made after giving 48 hours written notice to Grantors. Grantee agrees that its agents and employees shall not damage any crops or improvements or interfere with the Grantors' farming or other business operations or other uses. Grantee's activities on the Property shall be limited to only those relating to the dry-up of the 77.5 acres which are the subject of this Agreement. Grantee's agents and employees shall close all gates opened to access and exit the Property. Grantee shall hold Grantors harmless from and indemnify Grantors for any and all tort liability from damages or injuries caused by Grantee's access to and activities on the Property, provided that nothing in this provision shall constitute a waiver of Grantee's governmental immunity provided by C.R.S. § 24-10-101 *et seq.*

5. This Agreement may be enforced by Grantee, its heirs, successors, and assigns, or by the Office of the Colorado State Engineer in accordance with the terms of the decree in Case No. 88CW61, at any time in any action at law or in equity.

6. This Agreement shall bind Grantors, their heirs, successors and assigns and shall run with and burden the Dry-Up Property and shall run with and benefit the Water Rights. Grantors or their heirs, successors and assigns shall only be obligated under this Agreement during the time of their respective ownership of an interest in the Dry-Up Property or portion thereof, or to the extent of any obligations accrued during the period of their respective ownership.

7. This Agreement shall be recorded in the real property records of Las Animas County, Colorado.

8. Grantors shall, at their sole expense, remove by herbicide spray or other suitable method and not replant all deep-rooted irrigated plants, including but not limited to alfalfa, from such Dry-Up Property as necessary to satisfy the requirements placed on the Grantee to "dry-up" the Dry-Up Property pursuant to the decree in Case No. 88CW61.

9. Grantee, at its sole expense, shall be responsible for any other actions required on the Dry-Up Property to comply with the terms of the decree entered in Case No. 88CW61 and the Office of the Colorado State Engineer to effectuate the dry-up of the Dry-Up Property, including but not limited to: any measurement; monitoring; testing; reporting; monumenting and surveying of the Dry-Up Property; and altering and removing ditches. Grantors and Grantee shall coordinate and cooperate with each other with respect to such activities.

10. If required by the Office of the Colorado State Engineer, Grantors shall, at their sole expense, revegetate the Dry-Up Property with native or other suitable grasses, sedges, rushes, shrubs, trees, and plants with shallow root systems that: rely upon precipitation, soil moisture or shallow groundwater for their water supply; will not reach the groundwater table; and will not require irrigation water once established.

GRANTEE:

City of Trinidad

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____ of the City of Trinidad.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTORS:

Pioneer Natural Resources USA, Inc.

By: _____

Name: _____

Title: _____

XTO Energy Inc.

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____ of Pioneer Natural Resources USA, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)

) ss.

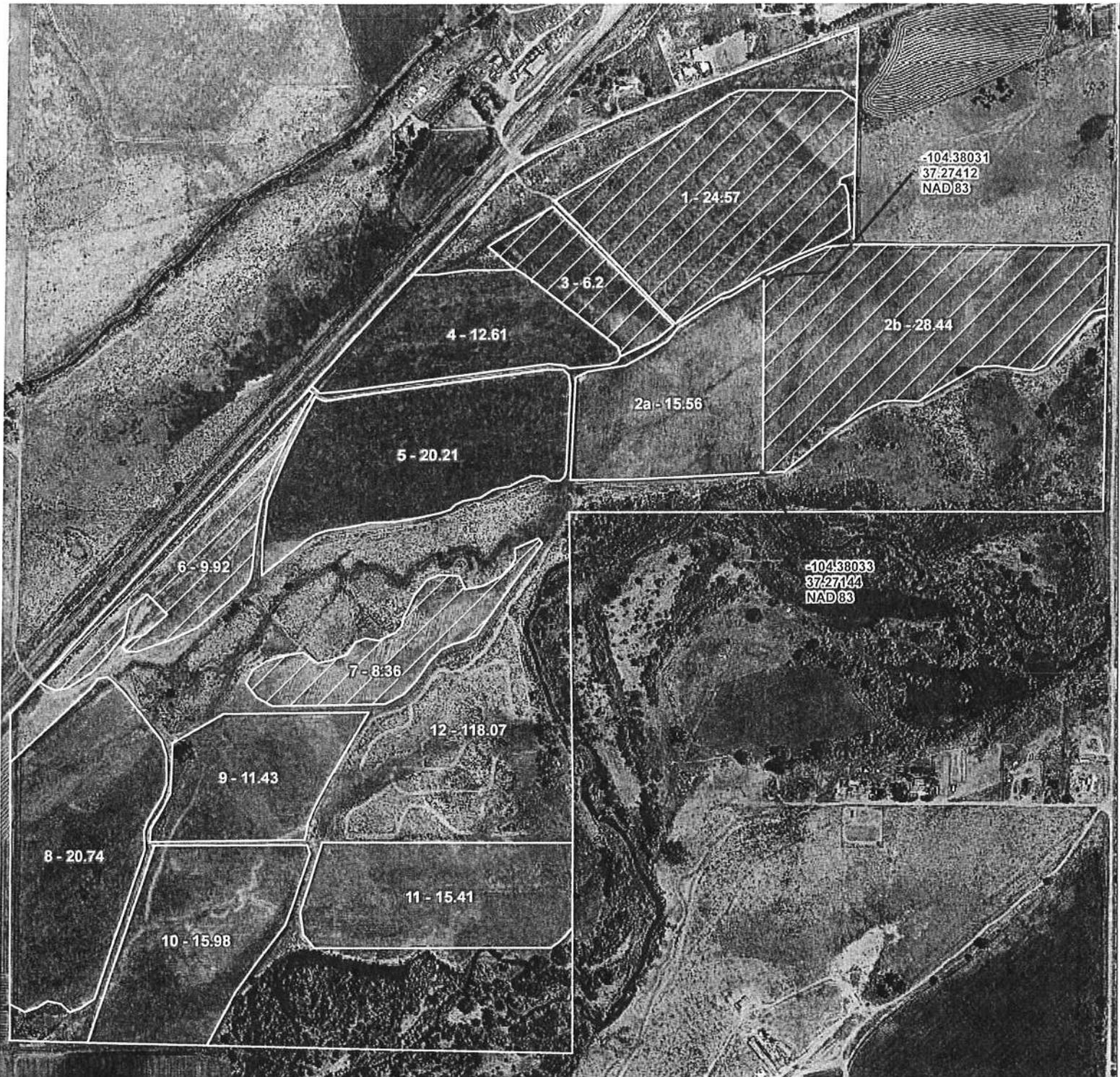
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____ of XTO Energy Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public



PIONEER
NATURAL RESOURCES

Pioneer Natural Resources USA, Inc.
1864 Farm
FSA Fields and Dry-Up Acreage
Las Animas County, Colorado



1:8,200

Hatched fields are proposed for Dry-up.
This equals 77.5 acres