



**CITY OF TRINIDAD  
TRINIDAD, COLORADO**

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, June 21, 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 June 7, 2011
- 3) **PUBLIC HEARING**
  - a) New retail liquor store license request by Kenneth R. Gegelman d/b/a Trinidad Beer, Liquor & Wine Depot at 900 Arizona Avenue
  - b) New retail liquor store license request by Robinson Liquor, LLC d/b/a Arizona Liquor Store at 847 Arizona Avenue
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 5) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 6) **COMMITTEE REPORTS**
- 7) **UNFINISHED BUSINESS**
  - a) Public hearing for consideration of an ordinance of the City of Trinidad, Colorado, amending select subsections of Section 14-104 ("Non-Conforming Uses and Structures") of Chapter 14 ("Planning and Zoning"), of the Code of the City of Trinidad, Colorado, for the purposes of (i) allowing, under certain circumstances, the restoration or replacement of non-conforming structures; and (ii) moderating restrictions on the discontinuance of non-conforming uses
    - 1) Second reading of an ordinance of the City of Trinidad, Colorado, amending select subsections of Section 14-104 ("Non-Conforming Uses and Structures") of Chapter 14 ("Planning and Zoning"), of the Code of the City of Trinidad, Colorado, for the purposes of (i) allowing, under certain circumstances, the restoration or replacement of non-conforming structures; and (ii) moderating restrictions on the discontinuance of non-conforming uses
  - b) Public hearing for consideration of an ordinance of the City of Trinidad, Colorado, (I) amending the City's Official Zoning Map for the purpose of subdividing the "HP – Corazon de Trinidad Historic Preservation District" into an "HP – Corazon de Trinidad Historic Preservation Residential District" and an "HP – Corazon de Trinidad Historic Preservation Mixed-Use District" and (II) amending Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), of the Code of the City of Trinidad, Colorado, by (i) re-naming Division 12 "Zone District Regulations for the HP – Corazon de Trinidad Historic Preservation Residential District" and (ii) adding a new Division 12.1 entitled "Zone District Regulations for the HP – Corazon de Trinidad Historic Preservation Mixed-Use District"
    - 1) Second reading an ordinance of the City of Trinidad, Colorado, (I) amending the City's Official Zoning Map for the purpose of subdividing the "HP – Corazon de Trinidad Historic Preservation District" into an "HP – Corazon de Trinidad Historic Preservation Residential District" and an "HP – Corazon de Trinidad Historic Preservation Mixed-Use District" and (II) amending Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), of the Code of the City of Trinidad, Colorado, by (i) re-naming Division 12 "Zone District Regulations for the HP – Corazon de Trinidad Historic Preservation Residential District" and (ii) adding a new Division 12.1 entitled "Zone District Regulations for the HP – Corazon de Trinidad Historic Preservation Mixed-Use District"
  - c) Public hearing an ordinance of the City of Trinidad, Colorado, regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and increasing the gas supply charge applicable to all customer service classifications

7) **UNFINISHED BUSINESS (Cont.)**

- 1) Second reading an ordinance of the City of Trinidad, Colorado, regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and increasing the gas supply charge applicable to all customer service classifications

8) **MISCELLANEOUS BUSINESS**

- a) Hotel and Restaurant with Optional Premises liquor license renewal request by Trinidad Golf, LLC d/b/a Cougar Canyon Golf Links at 306 Fairway Court
- b) Special events permit (malt, vinous and spirituous) request by A. R. Mitchell Memorial, Inc. at 150 E. Main Street for July 9 and July 21, 2011
- c) Special events permit (malt, vinous and spirituous) request by Mt. Carmel Health, Wellness and Community Center at 911 Robinson Avenue for July 16 and July 17, 2011
- d) Retail liquor store license renewal request by Opera House Wine & Spirits, LLC d/b/a Tire Shop Wine & Spirits at 601 W. Main Street
- e) Consideration of request by Sara Ferguson and Kim Krisco for a ¾" extraterritorial residential water tap
- f) First reading of an ordinance of the City of Trinidad, Colorado, amending an addition to the International Residential Code, 2009 Edition, pertaining to carbon monoxide alarm requirements, and setting a hearing date for consideration of said ordinance
- g) Approval of Statement of Work for support of the Colorado Welcome Center

9) **BILLS**

10) **PAYROLL**, May 28 through June 10, 2011 and June 11 through June 24, 2011

11) **ADJOURNMENT**

# ITEM NO. 3a & b

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Liquor hearings – Retail liquor store applications for 900 Arizona Avenue and 847 Arizona Avenue

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Analysis of Active Liquor Licenses, Statewide vs. Local Concentration, dated May, 2011 prepared by City Attorney Beatty

ITEM NO. 3a & b

## Analysis of Active Liquor Licenses Statewide vs. Local Concentration - May 2011

Description	# of Colorado Liquor Licenses as of Year-End 2009	Statewide Population per License*	Active Liquor Licenses in the City of Trinidad	The City of Trinidad's Population per Liquor License**
3.2% Beer Importer	15	335,280	-	-
3.2% Beer Manufacturer	6	838,200	-	-
3.2% Beer Non-Resident Manufacturer	6	838,200	-	-
3.2% Beer Wholesaler	41	122,663	-	-
3.2% Beer Retail On-Premises	84	59,871	-	-
3.2% Beer Retail Off-Premises	1,538	3,270	4	2,270
3.2% Beer retail On/Off Premises	84	59,871	1	9,078
Arts	47	107,004	-	-
Bed and Breakfast Permit	58	86,710	-	-
Beer and Wine	449	11,201	-	-
Brewpub	85	59,167	-	-
Club	197	25,529	2	4,539
Hotel and Restaurant	4,398	1,144	10	908
Hotel and Restaurant -- Optional Premises	247	20,361	-	-
Importer -- Malt Liquor	61	82,446	-	-
Importer -- Wine & Spirits	442	11,378	-	-
Limited Winery (includes permanent tasting rooms)	128	39,291	-	-
Liquor -- Licensed Drugstore	12	419,100	-	-
Malt Liquor nonresident manufacturer	26	193,431	-	-
Manufacturer-Brewery	31	162,232	-	-
Manufacturer-Distillery/Rectifier	14	359,228	-	-
Manufacturer- Winery	3	1,676,399	-	-
Optional Premises	59	85,241	1	9,078
Public Transportation	30	167,640	-	-
Racetrack	6	838,200	-	-
Resort Complex	13	386,861	-	-
Retail Gaming Tavern	20	251,460	-	-
Retail Liquor Store	1,616	3,112	6	1,513
Tavern	1,440	3,492	12	757
Wholesale Beer	74	67,962	-	-
Wholesaler Wine & Spirits	96	52,387	-	-
Wine Direct Shipper's Permit	1,088	4,622	-	-
<b>Total</b>	<b>12,414</b>	<b>405</b>	<b>36</b>	<b>252</b>

\* Based on the State of Colorado's 2010 U.S. Census Resident Population Count of 5,029,198.

\*\* Based on the City of Trinidad's 2010 U.S. Census Resident Population Count of 9,078.

ITEM NO. 3a

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:**

**PUBLIC HEARING**

- a) New retail liquor store license request by Kenneth R. Gegelman d/b/a Trinidad Beer, Liquor & Wine Depot at 900 Arizona Avenue

**REQUEST  
MADE BY:**

Kenneth R. Gegelman

**CONTENTS/  
COMMENTS:**

Complete liquor application packet

ITEM NO. 3a

## INVESTIGATIVE REPORT

Applicant: Kenneth R. Gegelman  
Business Name: Trinidad Beer, Liquor & Wine Depot  
Business Address: 900 Arizona Avenue  
Date of Application: May 3, 2011  
Date Application Filed  
with Local Authority: May 17, 2011  
Type of Request: New License  
Type of License: Retail Liquor Store  
Hearing Date: Tuesday, June 21, 2011, 7:00 p.m.

### APPLICATION CONTENTS -

Applicant's Documents: Liquor License Application - Form #DR8404  
Purchase Agreement  
Diagram of Premises  
Individual History Records-Form #DR8404-1  
Letters of Reference  
Fingerprints

City Documents: Notice of Public Hearing  
Certificate of Mailing  
Proof of Publication on 6/3/11  
Certificate of Posting  
Departmental Reports  
Correspondence to Applicant  
Neighborhood Boundary Map

### STATE AND LOCAL FEES -

State Fees:	Investigation	\$1,125.00
	License	<u>227.50</u>
	Total	\$1,352.50

Local Fees:	Investigation	\$ 625.00
	License	<u>22.50</u>
	Total	\$ 647.50

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 -

Letters of reference for Kenneth R. Geggelman received from:

*Elizabeth Shirley Tapia, Trinidad, CO*

Tom A. Cress, Trinidad, CO

Jeff Mangino, Trinidad, CO

All letters of reference have been verified except that received from Elizabeth Shirley Tapia at the time of this report.

#### FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 05/12/2011 seeking records for Kenneth Geggelman. Results from FBI and CBI have not been received as of the date of this report.

#### PURCHASE -

Purchase agreement dated 4/8/2011 is between First National Bank in Trinidad and Ken Geggelman.

#### DIAGRAM OF PREMISES -

The diagram identifies less than half of the single-story building for use as a retail liquor store.

#### SALES TAX LICENSE -

Sales Tax License #04294039 was verified.

#### NOTICE OF HEARING -

Mailed to applicant - 5/19/11.

Published - 6/3/11.

Posted on the premises – 5/26/11.

#### DEPARTMENTAL REPORTS -

Fire Chief Leroy Perea submitted his initial report of the premises on 5/20/2011. He indicated the need for fire extinguishers, smoke and carbon dioxide detectors, as well as the vertical openings to be sealed. The property will be re-inspected as work progresses.

Building Inspector Chris Kelley conducted his initial inspection on 5/20/2011. The inspector sought drawings for review at that time.

The Police Department reported having found no cases within the local databases.

#### CORRESPONDENCE TO APPLICANT -

A letter dated 5/20/11 was sent to Kenneth Gegelman advising of the procedures to follow at the hearing. A sample petition was also provided as well as a map of the designated neighborhood.

#### CORRESPONDENCE FROM APPLICANT -

No additional correspondence has been received as of the date of this report.

#### SCHOOL DISTANCES –

The City has eliminated the distance restriction imposed by CRS 12-47-313(1)(d)(II) for hotel and restaurant licenses only, pertaining to a 500-foot limitation to the nearest public, parochial, or nonpublic school. This proposed premise has been determined to be outside of the 500-foot limitation. The nearest school property is Trinidad State Junior College (Automotive Shop) which is 1162.65 feet from this property. The COG Early Learning Center is more than 100' further than TSJC's property from this proposed location.

#### LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

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

There are thirty-six (36) licensed outlets within the City limit boundary; however, Delmonico Bar & Café's license expired on 4/21/11 but is still within the 90 day late-renewal period and was therefore included in the total number of licensed outlets. Of the thirty-six (36) licensed premises, five (5) are licensed as retail liquor stores. 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 Supercenter #962 2921 Toupal Drive

Count: 4

3.2% - On/Off Lee's Bar B Q 825 San Pedro

Count: 1

Club Eagles, Order #179 204 Pine Street  
Elks, BPOE 120 S. Maple

Count: 2

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  
Trinidad Golf, LLC 306 Fairway Court  
Bella Luna Pizzeria 121 W. Main Street  
Trinidad Holiday Inn 3130 Santa Fe Trail Drive  
Main St. Tap House 308 W. Main Street  
Brix, Inc. 231 E. Main Street

Count: 11

Liquor Store Kit Carson 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

Count: 5

Tavern Delmonico Bar & Café 313 W. Main Street  
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, LLC 1133 N. Linden Ave.  
Mantelli's 137 W. Main Street

Monte Cristo Bar  
Park Café  
Trinidad Lanes, LLC  
Trinidad Lounge  
Ole's Tavern

124 Santa Fe Trail  
608 Arizona Avenue  
823 Van Buren  
421 N. Commercial St.  
2833 Toupal Drive

Count: 12

Optional Premise Trinidad-Las Animas Cnty Golf Assoc., Inc.  
1417 Nolan Drive

Count: 1

Dated this 9<sup>th</sup> day of June, 2011.

CITY OF TRINIDAD, COLORADO

  
Audra Garrett, City Clerk



## CERTIFICATE OF MAILING

I hereby certify that on the 9<sup>th</sup> day of June, 2011, I mailed a copy of the Investigative Report, by Certified Mail, to:

Kenneth R. Gegelman  
900 Arizona Avenue  
Trinidad, CO 81082  
Certified Mail #7002 2410 0004 3380 2299

  
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  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)  
 Individual  
 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    Fein Number  
 Kenneth R. Geigelman

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
 Trinidad Beer Liquor + Wine Dept    04294039    719-859-3636

3. Address of Premises (specify exact location of premises)  
 900 ARIZONA

City    County    State    ZIP Code  
 Trinidad    L.A.    CO    81082

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
 900 ARIZONA    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 ..... \$1,025.00	1985 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00
2302 <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review ..... \$1,125.00	1986 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00
2310 <input type="checkbox"/> Application Fee for Transfer ..... \$1,025.00	1988 <input type="checkbox"/> Add Related Facility to Resort Complex... \$ 75.00 X _____ Total _____
<b>LIAB    SECTION B    LIQUOR LICENSE FEES</b>	1990 <input type="checkbox"/> Club License (City) ..... \$308.75
1905 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00	1991 <input type="checkbox"/> Club License (County) ..... \$308.75
1906 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00	2010 <input type="checkbox"/> Tavern License (City) ..... \$500.00
1940 <input checked="" type="checkbox"/> Retail Liquor Store License (City) ..... \$227.50	2011 <input type="checkbox"/> Tavern License (County) ..... \$500.00
1941 <input type="checkbox"/> Retail Liquor Store License (County) ..... \$312.50	2012 <input type="checkbox"/> Manager Registration - Tavern ..... \$ 75.00
1950 <input type="checkbox"/> Liquor Licensed Drugstore (City) ..... \$227.50	2020 <input type="checkbox"/> Arts License (City) ..... \$308.75
1951 <input type="checkbox"/> Liquor Licensed Drugstore (County) ..... \$312.50	2021 <input type="checkbox"/> Arts License (County) ..... \$308.75
1960 <input type="checkbox"/> Beer and Wine License (City) ..... \$351.25	2030 <input type="checkbox"/> Racetrack License (City) ..... \$500.00
1961 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25	2031 <input type="checkbox"/> Racetrack License (County) ..... \$500.00
1970 <input type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00	2040 <input type="checkbox"/> Optional Premises License (City) ..... \$500.00
1971 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00	2041 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00
1975 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00	2045 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00
1976 <input type="checkbox"/> Brew Pub License (County) ..... \$750.00	2046 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00
1980 <input type="checkbox"/> Hotel and Restaurant License w/opt premises (City) .... \$500.00	2220 <input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X _____ Total _____
1981 <input type="checkbox"/> Hotel and Restaurant License w/opt premises (County) \$500.00	2370 <input type="checkbox"/> Master File Location Fee ..... \$ 25.00 X _____ Total _____
1983 <input type="checkbox"/> Manager Registration - H & R ..... \$ 75.00	2375 <input type="checkbox"/> Master File Background ..... \$250.00 X _____ Total _____

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)				\$ .	

# 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 No <input type="checkbox"/> <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? (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.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
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. <i>MONTE CRISTO BAR.</i>	<i>SOLO</i> <input checked="" type="checkbox"/> <input 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 checked="" type="checkbox"/> Ownership <input 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:33%; height: 20px;">Landlord</td> <td style="width:33%;">Tenant</td> <td style="width:34%;">Expires</td> </tr> </table>	Landlord	Tenant	Expires										
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.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">NAME</th> <th style="width:20%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td><del>NAT</del> / <i>NAT</i></td> <td><i>BANK</i></td> <td></td> <td><i>Building</i></td> </tr> <tr> <td><i>Kenneth R. Geglinski</i></td> <td><i>[REDACTED]</i></td> <td><i>[REDACTED]</i></td> <td><i>100%</i></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	<del>NAT</del> / <i>NAT</i>	<i>BANK</i>		<i>Building</i>	<i>Kenneth R. Geglinski</i>	<i>[REDACTED]</i>	<i>[REDACTED]</i>	<i>100%</i>	
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST										
<del>NAT</del> / <i>NAT</i>	<i>BANK</i>		<i>Building</i>										
<i>Kenneth R. Geglinski</i>	<i>[REDACTED]</i>	<i>[REDACTED]</i>	<i>100%</i>										
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. <b>Optional Premises or Hotel and Restaurant Licenses with Optional Premises</b> Has a local ordinance or resolution authorizing optional premises been adopted?	Yes No <input type="checkbox"/> <input type="checkbox"/>												
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)													
14. <b>Liquor Licensed Drug Store applicants, answer the following:</b> (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 <input type="checkbox"/> <input type="checkbox"/>												
15. <b>Club Liquor License applicants answer the following and attach:</b> (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?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
16. <b>Brew-Pub License or Vintner Restaurant Applicants answer the following:</b> (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
17a. <b>Name of Manager (for all on-premises applicants)</b> <i>Kenneth R. Geglinski</i> (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 <input type="checkbox"/> <input checked="" type="checkbox"/>												
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 <input type="checkbox"/> <input checked="" type="checkbox"/>												
18. <b>Tax Distraint Information.</b> 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 <input type="checkbox"/> <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*
Kenneth R Beigelman	FRIN: DAD, CO 81082	[REDACTED]	OWNER	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 <i>Kenneth R Beigelman</i>	Title OWNER	Date 5-2-11
--	----------------	----------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)** *RIC 5/3/11 AG*

Date application filed with local authority <i>5/17/11</i>	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.) <i>6/21/11</i>
---	--

**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 *6/7/11*  
 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	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
-------------------------------	------------------	--

Signature	Title	Date
-----------	-------	------

Signature (attest)	Title	Date
--------------------	-------	------

KEN GEGELMAN 1139 SANDERS ST TRINIDAD, CO 81082  <b>BORROWER'S NAME AND ADDRESS</b> <small>"I" includes each borrower above, jointly and severally.</small>	THE FIRST NATIONAL BANK IN TRINIDAD P.O. BOX 759 100 E. MAIN ST TRINIDAD, CO 81082-0759  <b>LENDER'S NAME AND ADDRESS</b> <small>"You" means the lender, its successors and assigns.</small>	Loan Number _____ Date <u>05-16-2011</u> Maturity Date <u>05-16-2031</u> Loan Amount \$ <u>140,000.00</u> Renewal Of <u>NEW</u>
--	--	---

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars \$ 140,000.00

- Single Advance:** I will receive all of this principal sum on 05-16-2011. No additional advances are contemplated under this note.  
 **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

**Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

**Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 05-16-2011 at the rate of 7.250 % per year until 05-17-2011.

**Variable Rate:** This rate may then change as stated below.

**Index Rate:** The future rate will be EQUAL TO \_\_\_\_\_ the following index rate: THE FIRST NATIONAL BANK IN TRINIDAD'S CURRENT COMMERCIAL - AGRICULTURAL RATE ON LOANS OF THIS TYPE.

**No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

**Frequency and Timing:** The rate on this note may change as often as EVERY DAY BEGINNING 05-17-2011. A change in the interest rate will take effect DAILY.

**Limitations:** During the term of this loan, the applicable annual interest rate will not be more than 18.000 % or less than 0.000 %. The rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change.  The amount of the final payment will change.

**ACCRUAL METHOD:** Interest will be calculated on a ACTUAL/ACTUAL basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to \_\_\_\_\_

**LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which  are  are not included in the principal amount above: FILING FEES \$103.00; DOC PREP \$300.00; TITLE INS \$796.75; APPRAISAL \$325.00; FLOOD CERT \$15.00; ORIGINATION \$700.00

**PAYMENTS:** I agree to pay this note as follows:

240 MONTHLY PAYMENTS OF \$1,106.74 BEGINNING 06-16-2011. THIS IS A VARIABLE RATE LOAN AND THE FINAL PAYMENT AMOUNT MAY CHANGE.

**ADDITIONAL TERMS:**

I AGREE TO PAY A MINIMUM FINANCE CHARGE OF \$25.00 IF I PAY THIS LOAN OFF BEFORE YOU HAVE EARNED THAT MUCH IN FINANCE CHARGES

THIS LOAN IS SECURED BY A 1ST DOT AT 900 ARIZONA AVE, TRINIDAD, CO AND 1ST DOT ON VACANT LAND AT SANTA FE TRAIL & MOORS CANYON RD., TRINIDAD, CO.

CC# TO DOTTER ABSTRACT COMPANY FOR \$140,000.00.

**SECURITY:** This note is separately secured by (describe separate document by type and date):  
1ST DEED OF TRUST AT 900 ARIZONA AVE., TRINIDAD, CO 81082 AND 1ST DEED OF TRUST AT SANTA FE TRAIL & MOORS CANYON RD, TRINIDAD, CO 81082  
(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is BUSINESS; PURCHASE BUILDING FOR COMMERCIAL USE/INCOME FROM BUSINESS

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Signature for Lender

Jeff Mangin  
 JEFF MANGIN, PRESIDENT

Ken Gegelman  
 KEN GEGELMAN

making the decision to close this transaction. Upon delivery and acceptance of a deed to the Property, Seller shall have no further recourse against Buyer or Buyer's agents based upon this contract. Buyer recognizes and acknowledges that Seller acquired title through the process of foreclosure. Buyer recognizes and acknowledges that Seller has not operated within or possessed the Property at any time and that Seller's only association and knowledge of the property was as lender with a collateral interest in the property. As a result Seller knows little about the physical, legal, or economic conditions or factors that may affect the Property. In addition, Buyer acknowledges that he has had an adequate opportunity to inspect the Property and to investigate all matters bearing on the suitability of the Property for Buyer's intended purposes. Buyer has either completed such inspections and investigations, or has decided to assume the risk of buying the Property without further inspection or investigation.

Accordingly, Seller makes no warranty, either express or implied, and specifically disclaims any implied warranty as to the condition, quality, safety, freedom from defects (either latent or patent, and whether or not detectable by inspection), merchantability, fitness for Buyer's intended use or purpose, durability, design, operation or freedom from contamination by hazardous substances or wastes or substances, or compliance with licensing, zoning or other legal requirements, of all or any part of the Property or any other inclusion, or as to the availability or existence of any utility or other governmental services or private services. As of the date of the delivery of a deed, Buyer assumes all risks relating to the Property, including but not limited to the risks associated with conditions that may not be discoverable by inspection, and the risk that the Property may not pass any governmental or regulatory requirements for Buyer's intended uses.

If, despite the foregoing clear and unambiguous disclaimer statements, Seller should be deemed to have any liability or responsibility for the condition of the Property, then Seller shall in no event be liable for any incidental or consequential damages, whether due to loss of use or enjoyment of the Property, lost profits, lost business opportunities, or otherwise.

Paragraph 10 is deleted in its entirety including all subparts.

**FURTHER ASSURANCES.** In addition to the obligations required to be performed under this contract by Seller and Buyer at Closing, Seller and Buyer shall perform such acts, and execute, acknowledge and deliver subsequent to Closing any other Instruments, documents and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated in this Contract and to vest title to the Property in Buyer.

652 30. ATTACHMENTS. The following are a part of this Contract:

None

653 Note: The following disclosure forms are attached but are not a part of this Contract:

None

654

SIGNATURES

655

Buyer's Signature: Kenneth R. Gegelman Date: 4/8/11  
Kenneth Gegelman

Address:

1139 Sanders Street Trinidad, CO 81082

Phone No: 719-846-8221 Fax No: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

656

657 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]

658

CBS3-8-10. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

PREPARED BY: Dennis Malone,

Reallast, Inc. ©2011, Reallast2Go. Software Registered to: Dennis M. Malone, Esq., Dennis Michael Malone, P.C. Attorneys & Counselors at Law

5/3/2011 12:50:23 P.M.

Page 16 of 18

The First National Bank in Trinidad

Seller's Signature Jeff Mangino Date 4/8/11

By: Jeff Mangino, President

Address: 100 E. Main Street Trinidad, CO 81082

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Electronic Address: jeff.mangino@fnbtrinidad.com

659 31. COUNTER; REJECTION. This offer is  Countered  Rejected.  
660 Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

661 END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder. Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.  This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other N/A

Brokerage Firm's Name: N/A

Broker's Name: N/A

\_\_\_\_\_  
Broker's Signature Date

Address: N/A

Phone No.: N/A

Fax No.: N/A

Electronic Address: N/A

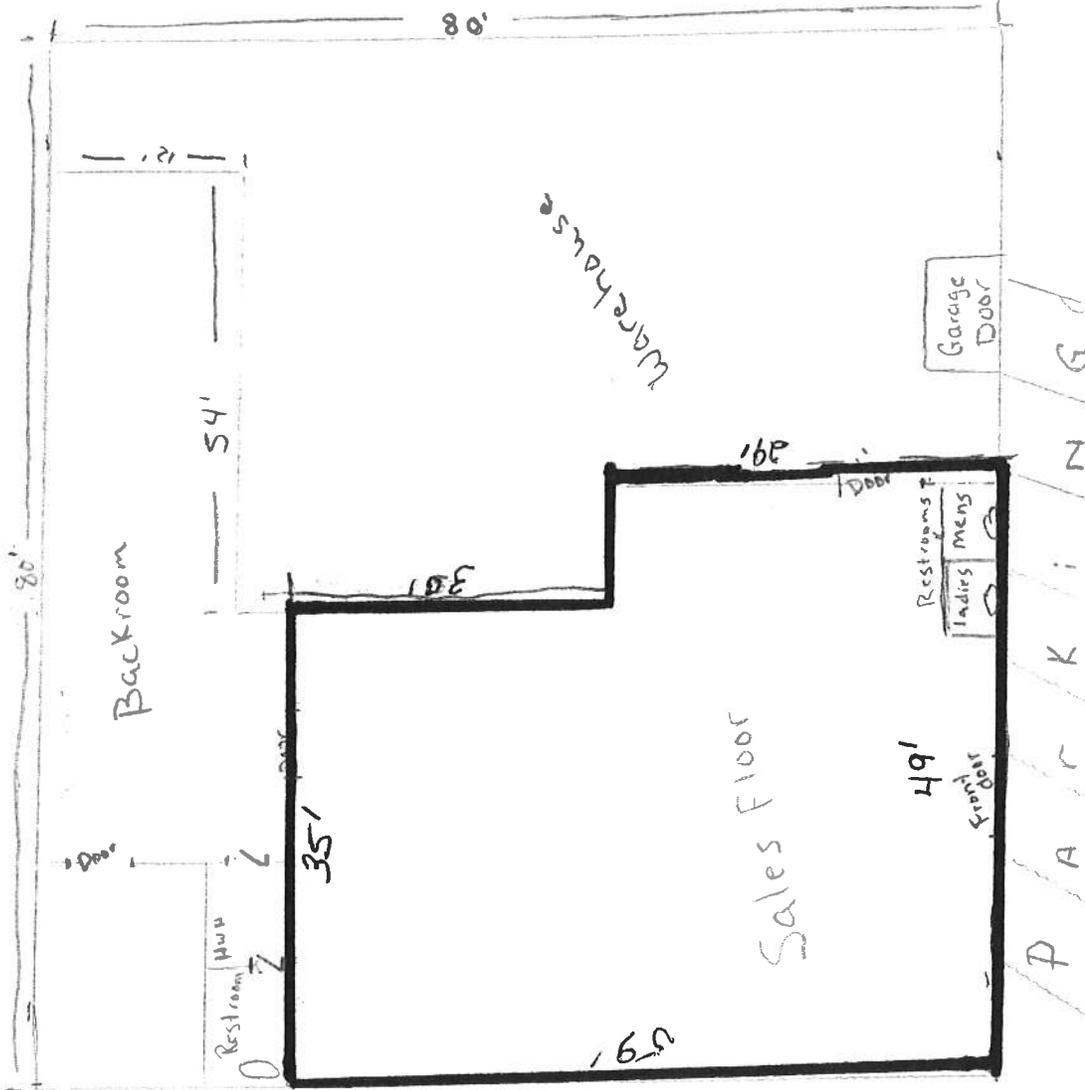
33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not

N  
E  
+  
W  
S

Alley



Trinidad  
Beer, liquor & wine  
Deput  
900 ARIZONA AVE

KANSAS  
AVE

ARIZONA  
AVE

PARKING

To Whom it May Concern:

I have known Ken Geelman for over 30 years and have been a business contact for the last 5 years-- I find him a very good person, a very sharp business person, and an outstanding citizen. It has been a real pleasure knowing him.

Elizabeth Shulg Paper  
05-03-11

409 E. North Ave

845-0922  
846-8304 (8-2)

verified 6/15/11

NA 5/26  
" 5/31

5-3-2011

To Whom it may concern;

I have known Ken Hegelman  
for 25 years and believe him  
a good citizen.

Tom A. Gess

2700 Desperado Dr.

846-4163

verified 6/9/11  
mess 3/26

**JEFF MANGINO**  
**1201 Rico St.**  
**Trinidad, CO 81082**  
**(719) 846-4323**

May 03, 2011

To Whom It May Concern:

Please be advised that I have known Ken Geggelman and his wife Olga for over 30 years in his capacity as a manager of the Convenience Corner and Duran Oil Company. I have found him to be a very competent, capable, and successful businessman.

He's a responsible individual with his finances and seems to be successful at whatever enterprise he engages in.

Many years ago I coached his son in Little League baseball and that what was my first relationship with the Geggelman family. He is a wonderful family man, very loving, protective, and willing to do anything for them.

If you need additional information about his character or qualities please contact me at (719) 846-4323.

Regards,



Jeff Mangino

verified 5/26  
mess. 5/26

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Kenneth R. Geggelman d/b/a Trinidad Beer, Liquor & Wine Depot, 900 Arizona Avenue, Trinidad, CO has requested the licensing officials of the City of Trinidad to grant a new retail liquor store license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, June 21, 2011 at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

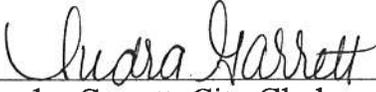
Date of Application: May 17, 2011

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

Dated this 19<sup>th</sup> day of May, 2011.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of May, 2011, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Kenneth R. Gegelman  
d/b/a Trinidad Beer, Liquor & Wine Depot  
900 Arizona Avenue  
Trinidad, CO 81082

  
Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS} SS

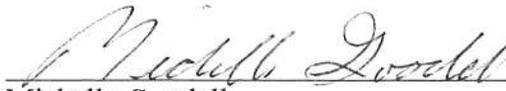
Rhonda J. Trujillo, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper 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

00035991 June 3, 2011

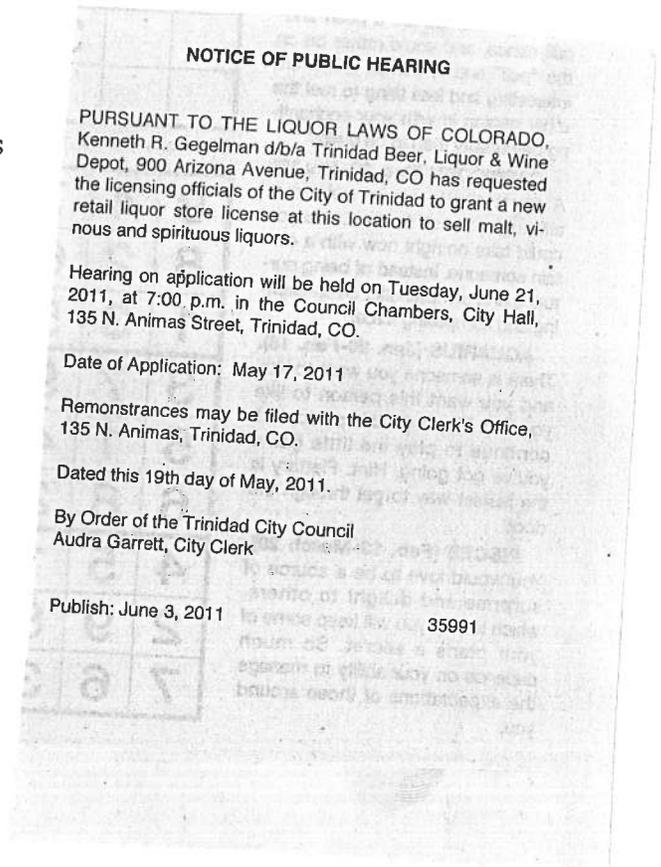
  
-----  
Rhonda J. Trujillo

Subscribed and sworn to before me this  
3rd day of June,  
A. D., 2011.

  
-----  
Michelle Goodall

My commission expires on June 4, 2013

MICHELLE GOODALL  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES 6/4/2013





# CITY OF TRINIDAD

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

May 20, 2011

Kenneth R. Gegelman  
d/b/a Trinidad Beer, Liquor & Wine Depot  
900 Arizona Avenue  
Trinidad, CO 81082

Dear Mr. Gegelman:

You recently applied for a new retail liquor store license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, June 21, 2011, 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.

Kenneth R. Gegelman  
May 20, 2011  
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.

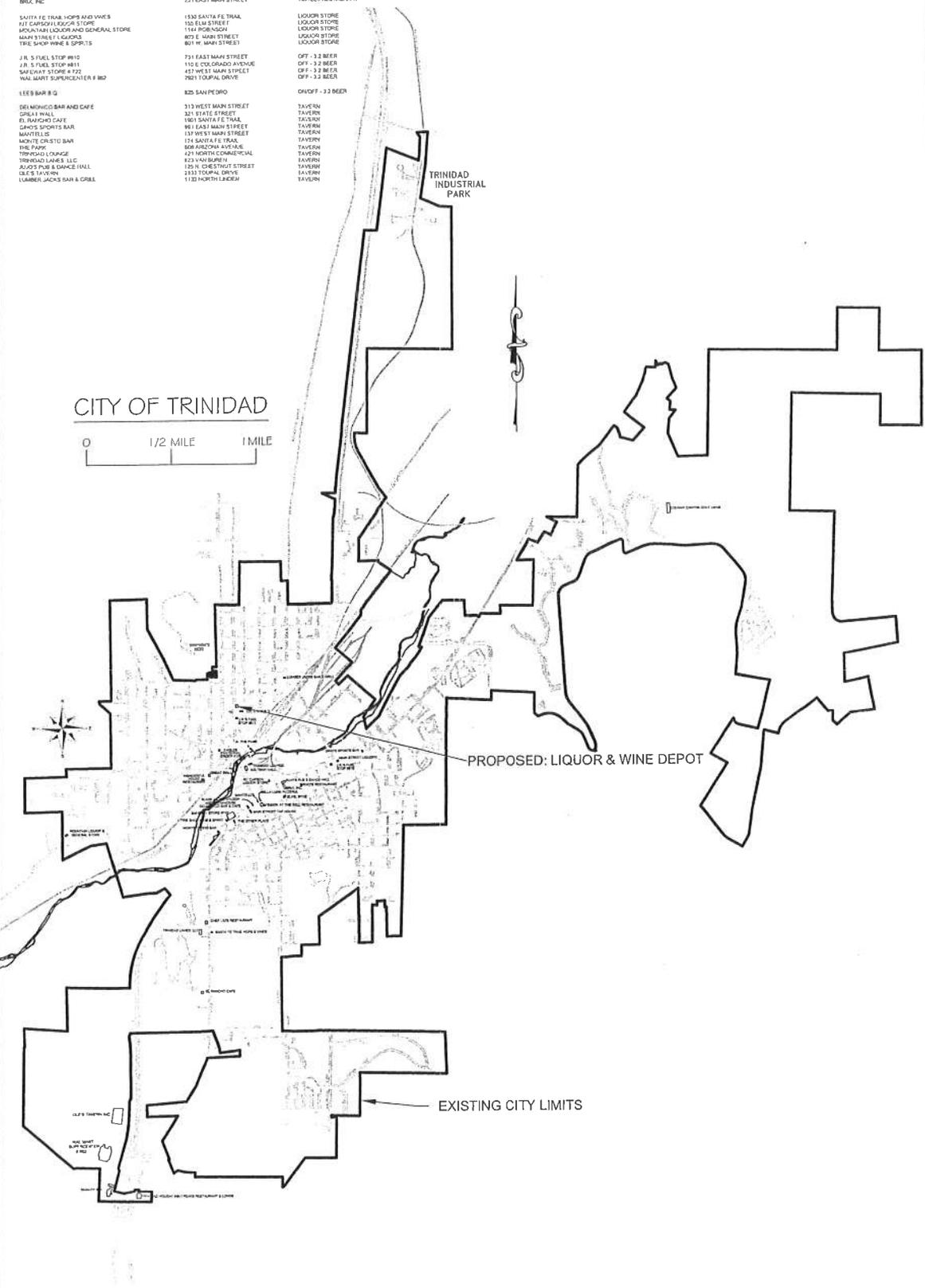
Sincerely,

  
Audra Garrett  
City Clerk

Encs.

TRADE NAME	BUSINESS ADDRESS	TYPE OF LICENSE
EAGLES FRATERNAL ORDER #179 E.V.S. #PGE	704 PINE STREET 120 SOUTH MAPLE STREET	CLUB CLUB
QUALITY INN	3125 TOULPAL DRIVE	HOTEL - RESTAURANT
BLACK JACKS SALOON AND STEAK HOUSE	225 WEST MAIN STREET	HOTEL - RESTAURANT
CHEF LUIS RESTAURANT	1422 SANTA FE TRAIL	HOTEL - RESTAURANT
PAPO'S RESTAURANT	400 EAST MAIN STREET	HOTEL - RESTAURANT
WOODEN AT THE BELL RESTAURANT	134 WEST MAIN STREET	HOTEL - RESTAURANT
WYTHE HALL HOUSE RESTAURANT	418 UNIVERSITY STREET	HOTEL - RESTAURANT
COLGAN GAYTON GOLF LINKS	306 FARMWAY COURT	HOTEL - RESTAURANT
BELLA LUNA PIZZERIA	121 WEST MAIN STREET	HOTEL - RESTAURANT
FRANCIS HUGHES AND FREARS RESTAURANT & LOUNGE	3180 SANTA FE TRAIL DRIVE	HOTEL - RESTAURANT
MAIN STREET TAP HOUSE	308 WEST MAIN STREET	HOTEL - RESTAURANT
BRUX, INC.	231 EAST MAIN STREET	HOTEL - RESTAURANT
SANTA FE TRAIL HOPS AND WAVES	1530 SANTA FE TRAIL	LIQUOR STORE
321 CARSON BLVD./J.R. STORE	155 ELSA STREET	LIQUOR STORE
MOUNTAIN LIQUOR AND GENERAL STORE	114 ROBINSON	LIQUOR STORE
MAIN STREET LIQUORS	805 E. MAIN STREET	LIQUOR STORE
TRE SHOP WINE & SPORTS	801 W. MAIN STREET	LIQUOR STORE
J.R. 5 FUEL STOP #110	721 EAST MAIN STREET	OFF - 3.2 BEER
J.R. 5 FUEL STOP #111	110 E COLORADO AVENUE	OFF - 3.2 BEER
SAWDUST STORE #120	451 WEST MAIN STREET	OFF - 3.2 BEER
WAL MART SUPERCENTER # 882	2621 TOULPAL DRIVE	OFF - 3.2 BEER
LEES BAR & G.	825 SAN PEDRO	DRY OFF - 3.2 BEER
DEL MONICO BAR AND CAFE	513 WEST MAIN STREET	TAVERN
GRILL WALL	321 STATE STREET	TAVERN
EL BRANCO CAFE	1801 SANTA FE TRAIL	TAVERN
GRAYS SPORTS BAR	961 EAST MAIN STREET	TAVERN
MANTILLAS	131 WEST MAIN STREET	TAVERN
MONTY CRISTO BAR	124 SANTA FE TRAIL	TAVERN
THE PAPE	808 ARIZONA AVENUE	TAVERN
TRIPEDIA LOUNGE	421 NORTH COMMERCIAL	TAVERN
TRIPEDIA LUNGS LLC	823 VAN BUREN	TAVERN
AJOS PUB & DANCE HALL	125 N. CHESTNUT STREET	TAVERN
OLE'S TAVERN	2323 TOULPAL DRIVE	TAVERN
LUMBER JACKS BAR & GRILL	1122 NORTH LINDEN	TAVERN

CITY OF TRINIDAD



City of Trinidad Engineering Department

City of Trinidad - Liquor License Map

PROJECT NO.	SHEET NO.	TOTAL SHEETS
	1	1



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, Kenneth R. Gegelman d/b/a Trinidad Beer, Liquor & Wine Depot, 900 Arizona Avenue, Trinidad, Colorado, which business has applied for a new retail liquor store 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 26<sup>th</sup> day of May, 2011.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 26<sup>th</sup> day of May, 2011.

CITY OF TRINIDAD, COLORADO

(SEAL)

Audra Garrett  
Audra Garrett, City Clerk

5/18/11

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

Applicant: Kenneth R. Geggelman

dba: Trinidad Beer, Liquor & Wine Depot

Address: 900 Arizona Avenue

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Need Fire Extinguishers - Smoke And CO detectors

Seal All Vertical openings -

Will re inspect as work progresses -

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5-20-11  
Date

*Leroy Pena*  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 6, 2011

5/18/11

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

Applicant: Kenneth R. Gegelman

dba: Trinidad Beer, Liquor & Wine Depot

Address: 900 Arizona Avenue

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

846-8221

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: drawing existing lot line in the  
1/4"-1" drawing w/ change  
they will provide draws for  
review before our discuss



5-20-11  
Date

Kevin S. Kelley  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 6, 2011



# Trinidad Police Department

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

To: Mrs Audra Garrett, City Clerk  
From Det Sgt Phil Martin *PS*  
May 25, 2011

RE: Liquor License Applicant Kenneth Gегelman

To whom it may concern:

A check of various public access databases was done on the above listed applicant. NO RECORD was found on the above listed applicant. As of this date, Fingerprint results have not been received.

If further information is needed please contact this agency

Date Printed: 05/25/2011

Courts: All  
Case Types: Criminal, Small Claims, Traffic  
Total Records: 0

CONFIDENTIAL

**Person Search Results**

Case Number	Participant	Party Type	DOB	Location	Case Type	Date Filed	Status
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There are no results matching your search criteria.

ITEM NO. **3b**

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:**

**PUBLIC HEARING**

- b) New retail liquor store license request by Robinson Liquor, LLC d/b/a Arizona Liquor Store at 847 Arizona Avenue

**REQUEST  
MADE BY:**

Robinson Liquor, LLC

**CONTENTS/  
COMMENTS:**

Complete liquor application packet  
Correspondence received from John D. Tessari dated 6/8/11

ITEM NO. **3b**

## INVESTIGATIVE REPORT

Applicant: Robinson Liquor, LLC  
Business Name: Arizona Liquor Store  
Business Address: 847 Arizona Avenue  
Date of Application: May 12, 2011  
Date Application Filed  
with Local Authority: May 17, 2011  
Type of Request: New License  
Type of License: Retail Liquor Store  
Hearing Date: Tuesday, June 21, 2011, 7:00 p.m.

### APPLICATION CONTENTS -

Applicant's Documents: Liquor License Application - Form #DR8404  
Articles of Organization  
Statement of Trade Name  
Lease Agreement  
Diagram of Premises  
Individual History Records-Form #DR8404-I  
Letters of Reference  
Fingerprints

City Documents: Notice of Public Hearing  
Certificate of Mailing  
Proof Publication on 6/6/11  
Certificate of Posting  
Departmental Reports  
Correspondence to Applicant  
Neighborhood Boundary Map

**STATE AND LOCAL FEES -**

State Fees:	Investigation	\$1,125.00
	License	<u>227.50</u>
	Total	\$1,352.50

Local Fees:	Investigation	\$ 625.00
	License	<u>22.50</u>
	Total	\$ 647.50

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 -**

Letters of reference for Gregory R. Robinson received from:

Gene H. Langowski, Trinidad, CO  
Josette Lutz, Trinidad, CO  
Bill Naccarato, Weston, CO

All letters of reference have been verified.

**FINGERPRINTING -**

Fingerprint cards were submitted to CBI/FBI on 05/18/2011. Results have not yet been received from FBI or CBI for Gregory R. Robinson.

**LEASE -**

Lease agreement dated 5/1/2011 is between John D. Tessari and Patricia Schlitt (lessors) and Robinson Liquor, LLC – Greg Robinson (lessee). The lease period extends from 5/1/2011 to 8/1/2012.

**DIAGRAM OF PREMISES -**

The diagram identifies only the ground floor of the two-story building that has a basement and garage (verified by the lease language). There are three product storage areas identified as well as a locked storage area, a private restroom area and a public area where sales will take place measuring approximately 17'2" x 28'5".

## SALES TAX LICENSE -

Sales Tax License #04293639 was verified.

## NOTICE OF HEARING -

Mailed to applicant - 5/19/11.

Published - 6/6/11.

Posted on the premises - 5/26/11.

## DEPARTMENTAL REPORTS -

Fire Chief Leroy Perea submitted his approval of the premises on 5/19/2011.

Building Inspector Chris Kelley conducted his initial inspection on 5/19/2011. The inspector likewise submitted his approval.

The Police Department reported having found four cases within the local databases, three of which were traffic infractions and the fourth had a disposition whereby Mr. Robinson was found not guilty of the charge. The information found is provided.

## CORRESPONDENCE TO APPLICANT -

A letter dated 5/20/11 was sent to Robinson Liquor, LLC, advising of the procedures to follow at the hearing. A sample petition was also provided as well as a map of the designated neighborhood.

## CORRESPONDENCE FROM APPLICANT -

No additional correspondence has been received as of the date of this report.

## SCHOOL DISTANCES -

The City has eliminated the distance restriction imposed by CRS 12-47-313(1)(d)(II) for hotel and restaurant licenses only, pertaining to a 500-foot limitation to the nearest public, parochial, or nonpublic school. This proposed premise has been determined to be outside of the 500-foot limitation. The nearest school property is Trinidad State Junior College (Automotive Shop) which is 923.23 feet from this property. The COG Early Learning Center is more than 100' further than TSJC's property from this proposed location.

## LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

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

There are thirty-six (36) licensed outlets within the City limit boundary; however, Delmonico Bar & Café's license expired on 4/21/11 but is still within the 90 day late-renewal period and was therefore included in the total number of licensed outlets. Of the thirty-six (36) licensed premises, five (5) are licensed as retail liquor stores. 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 Supercenter #962	2921 Toupal Drive

Count: 4

3.2% - On/Off	Lee's Bar B Q	825 San Pedro
---------------	---------------	---------------

Count: 1

Club	Eagles, Order #179	204 Pine Street
	Elks, BPOE	120 S. Maple

Count: 2

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
	Trinidad Golf, LLC	306 Fairway Court
	Bella Luna Pizzeria	121 W. Main Street
	Trinidad Holiday Inn	3130 Santa Fe Trail Drive
	Main St. Tap House	308 W. Main Street
	Brix, Inc.	231 E. Main Street

Count: 11

Liquor Store	Kit Carson 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

Count: 5

Tavern	Delmonico Bar & Café	313 W. Main Street
	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, LLC	1133 N. Linden Ave.
	Mantelli's	137 W. Main Street
	Monte Cristo Bar	124 Santa Fe Trail
	Park Café	608 Arizona Avenue
	Trinidad Lanes, LLC	823 Van Buren
	Trinidad Lounge	421 N. Commercial St.
	Ole's Tavern	2833 Toupal Drive

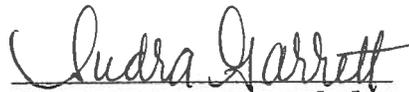
Count: 12

Optional Premise Trinidad-Las Animas Cnty Golf Assoc., Inc.  
1417 Nolan Drive

Count: 1

Dated this 9<sup>th</sup> day of June, 2011.

CITY OF TRINIDAD, COLORADO

  
Audra Garrett, City Clerk

## CERTIFICATE OF MAILING

I hereby certify that on the 9th day of June, 2011, I mailed a copy of the Investigative Report, by Certified Mail, to:

Robinson Liquor, LLC  
13902 County Rd. 31.9  
Weston, CO 81091  
Certified Mail #7002 2410 0004 3380 2305

  
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  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)  
 Individual  
 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  
*Robinson Liquor LLC*    Fein Number *[REDACTED]*

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
*Arizona Liquor Store*    *04293639*    *719859-5911*

3. Address of Premises (specify exact location of premises)  
*847 Arizona*

City    County    State    ZIP Code  
*Trinidad*    *Las Animas*    *CO*    *81082*

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
*13902 CR 31.9*    *Weston*    *CO*    *81091*

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 type="checkbox"/>	Tavern License (City) .....
			2011	<input type="checkbox"/>	Tavern License (County) .....
			2012	<input type="checkbox"/>	Manager Registration - Tavern .....
			2020	<input 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 .....

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	City	County	Managers Reg		
-750 (999)	2180-100 (999)	2190-100 (999)	-750 (999)		

Cash Fund New License 2300-100 (999)	Cash Fund Transfer License 2310-100 (999)	TOTAL
		\$

## 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).

<b>6.</b> 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 <input type="checkbox"/> <input checked="" type="checkbox"/>								
<b>7.</b> 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? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (b) had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> If you answered yes to 7a, b or c, explain in detail on a separate sheet.									
<b>8.</b> 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. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>9.</b> 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? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>10.</b> 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. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>11.</b> 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) <span style="float: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span>									
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</td> <td style="width:35%; padding: 2px;">Tenant</td> <td style="width:30%; padding: 2px;">Expires</td> </tr> <tr> <td style="padding: 2px;"><i>John D. Tessari and Patricia Schlitt</i></td> <td style="padding: 2px;"><i>Robinson Liquor LLC</i></td> <td style="padding: 2px;"><i>08-01-2012</i></td> </tr> </table>	Landlord	Tenant	Expires	<i>John D. Tessari and Patricia Schlitt</i>	<i>Robinson Liquor LLC</i>	<i>08-01-2012</i>			
Landlord	Tenant	Expires							
<i>John D. Tessari and Patricia Schlitt</i>	<i>Robinson Liquor LLC</i>	<i>08-01-2012</i>							
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)									
<b>12.</b> 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:15%;">FEIN OR SSN</th> <th style="width:35%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><i>International Bank</i></td> <td style="padding: 5px;"><i>N/A</i></td> <td style="padding: 5px;"><i>N/A</i></td> <td style="padding: 5px;"><i>loan note payment</i></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	<i>International Bank</i>	<i>N/A</i>	<i>N/A</i>	<i>loan note payment</i>	
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST						
<i>International Bank</i>	<i>N/A</i>	<i>N/A</i>	<i>loan note payment</i>						
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.									
<b>13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises</b> <span style="float: right;">Yes No</span> Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)									
<b>14. Liquor Licensed Drug Store applicants, answer the following:</b> <span style="float: right;">Yes No</span> (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>15. Club Liquor License applicants answer the following and attach:</b> <span style="float: right;">Yes No</span> (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (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? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (c) How long has the club been incorporated? _____ (Three years required) <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>16. Brew-Pub License or Vintner Restaurant Applicants answer the following:</b> <span style="float: right;">Yes No</span> (a) Has the applicant received or applied for a Federal Permit? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span> (Copy of permit or application must be attached)									
<b>17a. Name of Manager (for all on-premises applicants)</b> <i>Gregory Robinson</i> (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I).) <span style="float: right;">Date of Birth</span>	<div style="background-color: black; width: 100px; height: 15px;"></div>								
<b>17b.</b> 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. <span style="float: right;">Yes No</span> <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									
<b>18. Tax Distraint Information.</b> 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? <span style="float: right;">Yes No</span> If yes, provide an explanation and include copies of any payment agreements. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>									

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*
Gregory R. Robinson	[REDACTED], Weston, CO	[REDACTED]	owner	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 <i>Gregory R. Robinson</i>	Title OWNER	Date 4-30-11
--	----------------	-----------------

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

Date application filed with local authority 5/17/11	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.) 6/21/11
--	--

**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 checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-------------------------------------|--------------------------|

- (Check One)  
 Date of Inspection or Anticipated Date 6/7/11  
 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	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date



Colorado Secretary of State  
 Date and Time: 04/21/2011 09:25 AM  
 ID Number: 20111238885  
 Document number: 20111238885  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents will not be accepted.  
 Document processing fee \$50.00  
 Fees & forms/cover sheets  
 are subject to change.  
 To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

**Robinson Liquor LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

**847 Arizona Avenue**

*(Street number and name)*

**Trinidad**

*(City)*

**CO**

*(State)*

**81082**

*(ZIP/Postal Code)*

**United States**

*(Country)*

*(Province - if applicable)*

Mailing address

*(leave blank if same as street address)*

**13902 County Road 31.9**

*(Street number and name or Post Office Box information)*

**Weston**

*(City)*

**CO**

*(State)*

**81091**

*(ZIP/Postal Code)*

**United States**

*(Country)*

*(Province - if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

*(if an individual)*

**Robinson**

*(Last)*

**Gregory**

*(First)*

**Ronald**

*(Middle)*

*(Suffix)*

**OR**

*(if an entity)*

*(Caution: Do not provide both an individual and an entity name.)*

Street address

**13902 County Road 31.9**

*(Street number and name)*

**Weston**

*(City)*

**CO**

*(State)*

**81082**

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

\_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City)* CO \_\_\_\_\_  
*(State)* *(ZIP Code)*

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual)

Robinson Gregory Ronald \_\_\_\_\_  
*(Last)* *(First)* *(Middle)* *(Suffix)*

**OR**

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Mailing address

13902 County Road 31.9  
*(Street number and name or Post Office Box information)*

Weston CO 81091 \_\_\_\_\_  
*(City)* *(State)* *(ZIP/Postal Code)*  
United States  
*(Province - if applicable)* *(Country)*

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

*(Mark the applicable box.)*

one or more managers.

**OR**

the members.

6. *(The following statement is adopted by marking the box.)*

There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. **(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)**

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Robinson</u>	<u>Gregory</u>	<u>Ronald</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>13902 County Road 31.9</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Weston</u>	<u>CO</u>	<u>81091</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	<u>United States</u>		
<i>(Province -- if applicable)</i>	<i>(Country)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State  
 Date and Time: 04/21/2011 09:39 AM  
 ID Number: 20111238940  
 Document number: 20111238940  
 Amount Paid: \$20.00

Document must be filed electronically  
 Paper documents will not be accepted.  
 Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.  
 To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

\$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20111238885</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Robinson Liquor LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Arizona Liquor Store

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Retail Liquor Store

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Robinson</u>	<u>Gregory</u>	<u>Ronald</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>13902 County Road 31.9</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Weston</u>	<u>CO</u>	<u>81091</u>	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
<u>United States</u>			
<i>(Province – if applicable)</i>		<i>(Country – if not US)</i>	

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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## Lease

This Agreement is made and entered this first day of May 2011 between John D. Tessari and Patricia Schlitt (Lessors) and Robinson Liquor LLC – Greg Robinson (Lessee).

The Parties agree as follows:

- 1) Premises:  
Lessors hereby lease to Lessee the following described property: The ground level of 847 Arizona Avenue, Trinidad, Colorado (excluding the basement area, garage and apartment rooms to the south of the described business property.)
- 2) Term:  
The term of this lease shall be for a period commencing of May 1, 2011 and ending on August 1, 2012.
- 3) Rent:  
Lessee shall pay the annual rent of \$12,300.00 in monthly installments of \$1025.00 per month payable in advance on the first day of each month throughout the term of this lease. A late payment of \$50.00 will be assessed if the payment is 10 days late. A sum of \$1000.00 will be secured as good faith estimate and damage deposit.
- 4) Repair and Maintenance:
  - a. Lessor's Maintenance: Lessor shall keep and maintain the roof, electrical and structural portions of premises, except Lessee shall repair any damage caused by Lessee negligence or that of its agents, employees, invitees or licensees.
  - b. Lessee's Maintenance: Except as provided above, Lessee shall keep and maintain every part of the premises in good order, condition and repair (including necessary replacements.) Lessee shall also be responsible for removal of ice and snow from the sidewalk adjoining the premises. Lessee shall pay and be responsible for all maintenance on the cooling compressor and /or any parts of the walk-in-cooler in the described business property.
- 5) Surrender:  
At the expiration of the term, Lessee shall surrender the leased property in as good condition as it was in the beginning of this term, reasonable wear and damages by the elements excepted. In the event that a liquor license cannot be obtained the premises shall be surrendered and this lease will be null and void.
- 6) Alterations and Improvements:  
Lessee shall not make any alterations, additions or improvements to the premises without Lessor's prior written consent. All alterations, additions and improvements made shall become Lessor's property upon the termination of the lease.
- 7) Utilities:  
Lessee shall pay for all electricity, gas, telephone or other utility used in or supplied to the premises. Lessor shall pay sewer and water to the premises.

8) Right of Assess:

Lessors and their representatives may enter the leased property at any reasonable time in order to inspect the property, exhibit the property for sale, lease or mortgage financing and to post notices of non-responsibility under any mechanic's lien law.

9) Insurance:

Lessee shall maintain at their own expenses, public liability and property damage plate glass insurance policies with respect to the premises. Such policies shall name both Lessors and Lessee as insurers and have limits of at least \$500,000 for injury or death to one person, \$1,000,000 for any one accident, \$100,000 with respect to property damage with full coverage for plate glass.

10) Assignments and Sublease:

Lessee may not assign, mortgage, sublet or encumber this lease without Lessor's prior written consent.

11) Indemnification:

Lessee shall defend, indemnify and hold harmless Lessors from and against any claim, loss, expense or damage to any person or property in or upon the premises arising out of Lessee use or occupancy of the premises.

12) Notices:

Any notices and communications under this lease shall be sent to the following:

By Lessee to Lessors:

John D. Tessari  
2606 Kit Place  
Ft. Collins, Colorado 80526  
Or  
Patricia A. Schlitt  
6132 N. Bandon Place  
Garden City, Idaho 83714

13) Renewal:

It is understood and agreed by and between the parties hereto that at the end of the initial term hereof the Lessee shall have an option to renew the lease for the term of an addition one year at a yearly increased rent to be agreed upon by the parties. Lessee must exercise this option at least thirty days prior to the end of the original term. At the end of the initial lease, the parties hereto well discuss the Lessees OPTION TO BUY THE PROPERTY.

14) Right of Refusal:

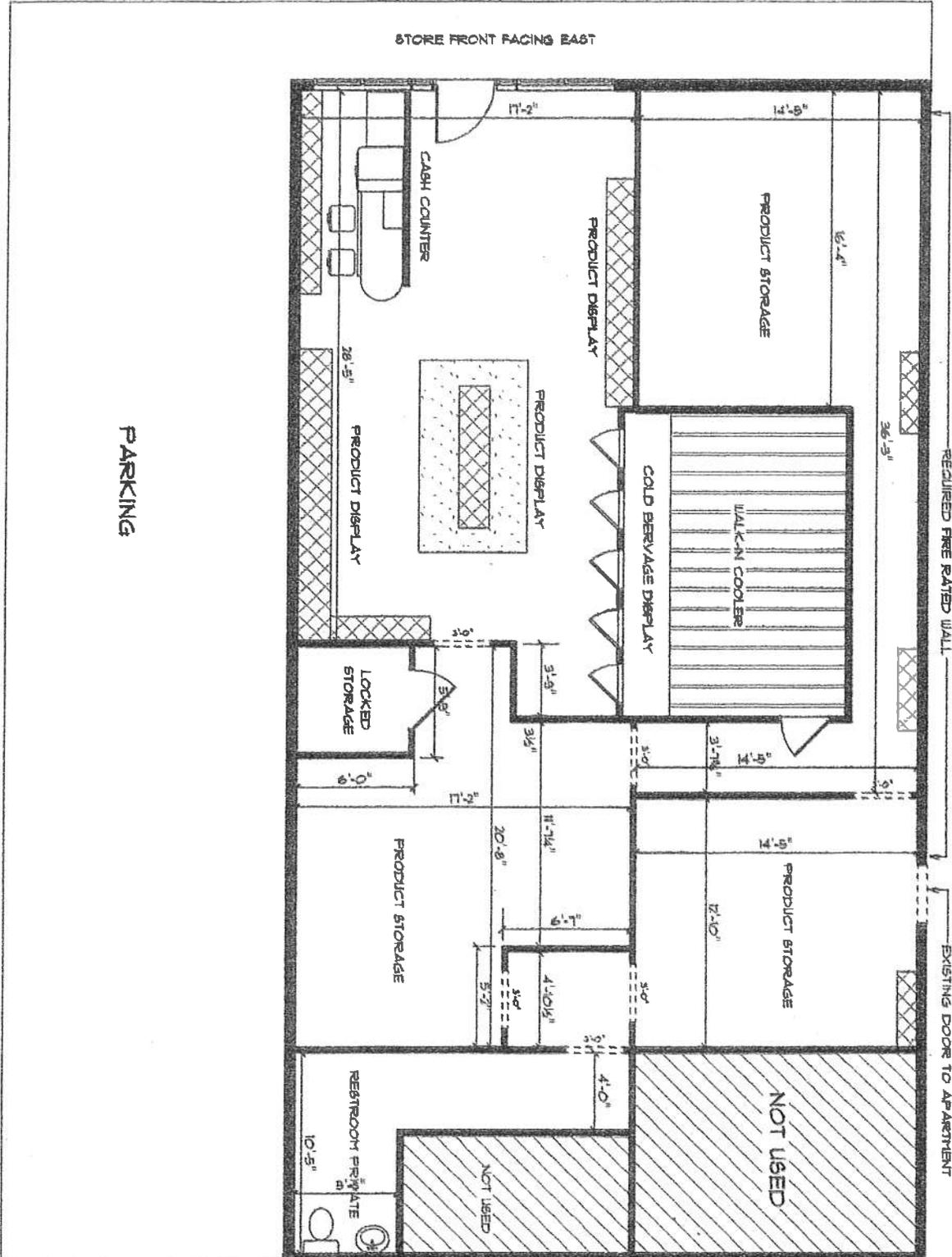
It is further understood and agreed by and between the parties hereto that in the event the lessors sell the premises that the lessee shall have the first right of refusal at the same price made by a bonafide purchaser. It being specifically understood that in the event Lessors sell the property in which the leased premises is located, the buyers of said property shall purchase said property subject to the terms and conditions of the lease.

Lessors: [Signature]  
Pat Schlitt

Lessee: Robison Liquor LLC - Gregory E. Robison

ARIZONA STREET

STORE FRONT FACING EAST



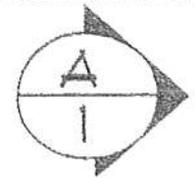
PARKING

REQUIRED FIRE RATED WALL

EXISTING DOOR TO APARTMENT

# STORE LAYOUT

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



NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Robinson Liquor, LLC d/b/a Arizona Liquor Store, 847 Arizona Avenue, Trinidad, CO has requested the licensing officials of the City of Trinidad to grant a new retail liquor store license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, June 21, 2011 at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

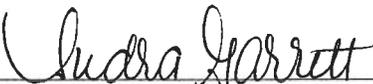
Date of Application: May 17, 2011

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

Dated this 19<sup>th</sup> day of May, 2011.

By order of the Trinidad City Council.

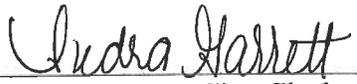
CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of May, 2011, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Robinson Liquor, LLC  
d/b/a Arizona Liquor Store  
13902 County Rd. 31.9  
Weston, CO 81091

  
\_\_\_\_\_  
Audra Garrett, City Clerk

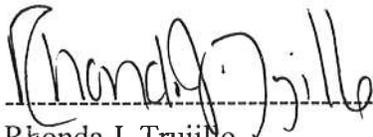
PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS } SS

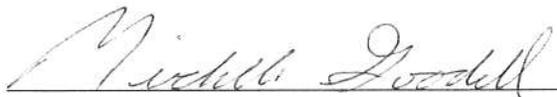
Rhonda J. Trujillo, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper 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

00036301                      June 6, 2011

  
-----  
Rhonda J. Trujillo

Subscribed and sworn to before me this  
6<sup>th</sup> day of June,  
A. D., 2011.

  
-----  
Michelle Goodall

My commission expires on June 4, 2013



**90 Legal Notices**

**NOTICE OF PUBLIC HEARING**

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Robinson Liquor, LLC d/b/a Arizona Liquor Store, 847 Arizona Avenue, Trinidad, CO has requested the licensing officials of the City of Trinidad to grant a new retail liquor store license at this location to sell malt, vinous and spirituous liquors.

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Dated this 19th day of May, 2011.

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

Publish: June 6, 2011

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

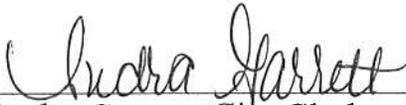
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Robinson Liquor, LLC d/b/a Arizona Liquor Store, 847 Arizona Avenue, Trinidad, Colorado, which business has applied for a new retail liquor store 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 26<sup>th</sup> day of May, 2011.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 26<sup>th</sup> day of May, 2011.

CITY OF TRINIDAD, COLORADO

(SEAL)

  
\_\_\_\_\_  
Audra Garrett, City Clerk

5/18/11

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

Applicant: Robinson Liquor, LLC

dba: Arizona Liquor Store

Address: 847 Arizona Avenue

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: \_\_\_\_\_

*OK*

5-19-11  
Date

*Leroy Peron*  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 6, 2011

5/18/11

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

Applicant: Robinson Liquor, LLC

dba: Arizona Liquor Store

Address: 847 Arizona Avenue

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5-19-11  
Date

Amie S. Kelley  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 6, 2011



# CITY OF TRINIDAD

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

May 20, 2011

Robinson Liquor, LLC  
d/b/a Arizona Liquor Store  
13902 County Rd. 31.9  
Weston, CO 81091

Dear Mr. Robinson:

You recently applied for a new retail liquor store license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, June 21, 2011, 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.

Robinson Liquor, LLC  
May 20, 2011  
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,

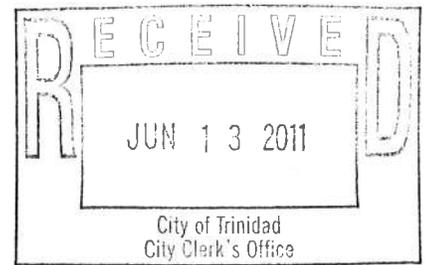
  
Audra Garrett  
City Clerk

Encs.



June 8, 2011

ATTENTION: Audra Fatur, City Clerk 135 N Animas Street, Trinidad, CO



Audra, since I have discussed the Arizona Liquor Store License problems/transfer with you in the past year, I thought that I would direct my letter and comments to you. I know that you are in charge of the City of Trinidad, City Council information/agendas/resolutions and would be appreciative if you would direct this to the council members who could also have access and read my comments in regard the above mentioned Liquor License, before resolution.

I think it's important for members of city council to have the following information before passing resolution for any new liquor licenses issued on Arizona Ave.

- The initial liquor licenses at 817 Arizona Ave was in my parents name (Joe and Josephine Tessari) first acquired in 1937.
- My parents moved the above liquor store (and their liquor license) in 1969 to 847 Arizona Ave.
- After operating this liquor store for 45 years, they sold the business and leased the property at this present location to Ralph Veltri and his family in 1981.
- Ralph Veltri operated the Arizona Liquor Store business and leased a portion of the building for 14 years.
- In 1995 Ralph Veltri sold the business to Carl Veltri. Carl continued to operate the business and lease the building initially from my parents and then in 1998, from myself and my sister who currently own the building.
- In July 2010 Carl Veltri was accidently and tragically killed in auto/train accident. At this time Carl signed and was legally bound to a one year lease on the above location (April 1, 2010 to March 31, 2011).
- **The liquor license #28-29303-0000 in Carl Veltri's name as the lessee did not expire until MARCH 31, 2011.**

Shortly after Carl Veltri's untimely death I was in contact with his estate and personal representative(PR) and tried to negotiate the transfer of the his current liquor license to my name. The PR would only transfer the above license if I would assume Carl Veltri's current debt of \$23,200. This option was not feasible and after much consultation and legal advice I made the decision to allow this current liquor license to expire and reapply for the license in my name or in the name of a future lessee.

As you have read the above information, a liquor license has been in place at this location at 817 Arizona Ave and then at 847 Arizona Ave **for 75 years**, and the only reason that this license expired on MARCH 31, 2011 was due to the ridiculous and absurd request of Carl Veltri's PR for payment of \$23,200.

I would; therefore, hope that the current council members after reading/considering this information would have pertinent historical data to make an informed decision in regards a liquor license on Arizona Ave.

Thank you, John D. Tessari, current owner 847 Arizona Ave.

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:**

a) Public hearing for consideration of an ordinance of the City of Trinidad, Colorado, amending select subsections of Section 14-104 (“Non-Conforming Uses and Structures”) of Chapter 14 (“Planning and Zoning”), of the Code of the City of Trinidad, Colorado, for the purposes of (i) allowing, under certain circumstances, the restoration or replacement of non-conforming structures; and (ii) moderating restrictions on the discontinuance of non-conforming uses

1) Second reading of an ordinance of the City of Trinidad, Colorado, amending select subsections of Section 14-104 (“Non-Conforming Uses and Structures”) of Chapter 14 (“Planning and Zoning”), of the Code of the City of Trinidad, Colorado, for the purposes of (i) allowing, under certain circumstances, the restoration or replacement of non-conforming structures; and (ii) moderating restrictions on the discontinuance of non-conforming uses

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Ordinance

CITY OF TRINIDAD, COLORADO

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, AMENDING SELECT SUBSECTIONS OF § 14-104 (“NON-CONFORMING USES AND STRUCTURES”) OF CHAPTER 14 (“PLANNING AND ZONING”), ARTICLE 4 (“ZONING ORDINANCE”), DIVISION 14 (“SUPPLEMENTARY REGULATIONS”), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, FOR THE PURPOSES OF (i) ALLOWING, UNDER CERTAIN CIRCUMSTANCES, THE RESTORATION OR REPLACEMENT OF NONCONFORMING STRUCTURES; AND (ii) MODERATING RESTRICTIONS ON THE DISCONTINUANCE OF NON-CONFORMING USES

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, confers upon the City “all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the State of Colorado] as fully and completely as though they were specifically enumerated in this Charter”; and

WHEREAS, § 31-23-301 *et seq.*, C.R.S., confers general zoning powers upon the City for the purpose of promoting health, safety, morals, or the general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

**Section 1. Amendment of Subsection 14-104(4).** Subsection 14-104(4) of Chapter 14 (“Planning and Zoning”), Article 4 (“Zoning Ordinance”), Division 14 (“Supplementary Regulations”), of the Code of the City of Trinidad, Colorado, are hereby amended to read in its entirety as follows:

(4) Restoration or replacement.

(a) A nonconforming structure that is damaged to the extent that the cost of restoration to its condition before the occurrence (“original condition”) is less than fifty percent (50%) of the cost of replacing the entire structure may be restored to its original condition.

(b) A nonconforming structure that is damaged to the extent that the cost of restoration to its condition before the occurrence (“original condition”) exceeds fifty percent (50%) of the cost of restoring the entire structure may be restored to its original condition only if (i) it cannot reasonably be brought into conformance, in whole or in part, with the requirements of the applicable zoning district, and (ii) said restoration is completed within twenty-four (24) months of the date of damage.

(c) A nonconforming structure may be replaced only if (i) the structure cannot reasonably be brought into conformance, in whole or in part, with the requirements of the applicable zoning district, and (ii) said replacement is substantially completed within twenty-four (24) months of the date on which the building permit was issued.

(d) The cost of land or any factors other than the cost of the nonconforming structure are excluded in the determination of the cost of restoration for any nonconforming structure.

**Section 2. Amendment of § 14-104(5).** Section 14-104(5) of Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), Division 14 ("Supplementary Regulations"), of the Code of the City of Trinidad, Colorado, is hereby amended to read in its entirety as follows:

(5) Discontinuance. Whenever a nonconforming use has been discontinued for a period of one (1) year, it shall not thereafter be re-established and any future use shall be in conformance with the provisions of this Article.

**Section 3. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or of any of the primary or secondary codes adopted by reference herein, be judicially determined unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance or codes adopted by reference. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

**Section 4. Effective Date.** This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER VELASQUEZ; READ AND ORDERED PUBLISHED this 7<sup>th</sup> day of June, 2011.

FINALLY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TRINIDAD, COLORADO

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

ATTEST:

By: \_\_\_\_\_  
AUDRA GARRETT, City Clerk

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:**

b) Public hearing for consideration of an ordinance of the City of Trinidad, Colorado, (I) amending the City's Official Zoning Map for the purpose of subdividing the "HP - Corazon de Trinidad Historic Preservation District" into an "HP - Corazon de Trinidad Historic Preservation Residential District" and an "HP - Corazon de Trinidad Historic Preservation Mixed-Use District" and (II) amending Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), of the Code of the City of Trinidad, Colorado, by (i) re-naming Division 12 "Zone District Regulations for the HP - Corazon de Trinidad Historic Preservation Residential District" and (ii) adding a new Division 12.1 entitled "Zone District Regulations for the HP - Corazon de Trinidad Historic Preservation Mixed-Use District"

1) Second reading an ordinance of the City of Trinidad, Colorado, (I) amending the City's Official Zoning Map for the purpose of subdividing the "HP - Corazon de Trinidad Historic Preservation District" into an "HP - Corazon de Trinidad Historic Preservation Residential District" and an "HP - Corazon de Trinidad Historic Preservation Mixed-Use District" and (II) amending Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), of the Code of the City of Trinidad, Colorado, by (i) re-naming Division 12 "Zone District Regulations for the HP - Corazon de Trinidad Historic Preservation Residential District" and (ii) adding a new Division 12.1 entitled "Zone District Regulations for the HP - Corazon de Trinidad Historic Preservation Mixed-Use District"

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Ordinance

CITY OF TRINIDAD, COLORADO

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, (I) AMENDING THE CITY'S OFFICIAL ZONING MAP FOR THE PURPOSE OF SUBDIVIDING THE "HP – CORAZON DE TRINIDAD HISTORICAL PRESERVATION DISTRICT" INTO AN "HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION RESIDENTIAL DISTRICT" AND AN "HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION MIXED-USE DISTRICT AND (II) AMENDING CHAPTER 14 ("PLANNING AND ZONING"), ARTICLE 4 ("ZONING ORDINANCE"), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, BY (i) RE-NAMING DIVISION 12 "ZONE DISTRICT REGULATIONS FOR THE HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION RESIDENTIAL DISTRICT" AND (ii) ADDING A NEW DIVISION 12.1 ENTITLED "ZONE DISTRICT REGULATIONS FOR THE HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION MIXED-USE DISTRICT"

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, confers upon the City "all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the State of Colorado] as fully and completely as though they were specifically enumerated in this Charter"; and

WHEREAS, § 31-23-301 *et seq.*, C.R.S., confers general zoning powers upon the City for the purpose of promoting health, safety, morals, or the general welfare.

WHEREAS, Section 14-112 of the City of Trinidad Code of Ordinances sets forth policy and standards for rezoning, and discourages rezoning unless to correct a manifest error or because of changed or changing conditions in a particular area of the City in general; and

WHEREAS, the City Council of the City of Trinidad recognizes the economic, architectural, cultural and historic significance of the existing HP - Corazon de Trinidad Historical Preservation District, and further recognizes the importance of protecting and preserving this valuable and irreplaceable resource; and

WHEREAS, upon review of the City's Official Zoning Map, the City of Trinidad has observed that the existing HP – Corazon de Trinidad Historical Preservation District encompasses two sub-districts that are substantially different in form, scale, intensity and use; and

WHEREAS, the City of Trinidad, in the interest of working toward a comprehensive revision of the City's zoning map, has made application to the City Planning, Zoning and Variance Commission and the City Council of the City of Trinidad, Colorado for a change in zoning classification of the described properties identified in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Trinidad, Colorado, finds that the proposed changes in zoning classifications of the properties described in Exhibit "A", do not materially alter the City Zoning Ordinance (Articles 4, 5 and 6 of Chapter 14, Planning & Zoning) and are in keeping with the Comprehensive Plan for the regulation of land uses within the City of Trinidad, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

**Section 1. Amendment of Official Zoning Map.** The Official Zoning Map of the City of Trinidad, Colorado, is hereby amended by subdividing the "HP – Corazon de Trinidad Historical Preservation District" into an "HP – Corazon de Trinidad Historic Preservation Residential District" and an "HP – Corazon de Trinidad Historic Preservation Mixed-Use District," as described in Exhibit "A" attached hereto and incorporated herein by this reference.

**Section 2. Chapter 14, Article 4, Division 12 Re-named.** Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), Division 12 ("Zone District Regulations for the HP – Corazon de Trinidad Historical Preservation District"), of the Code of the City of Trinidad, Colorado, is hereby re-named as follows:

**DIVISION 12. ZONE DISTRICT REGULATIONS FOR THE HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION RESIDENTIAL DISTRICT.**

**Section 3. Chapter 14, Article 4, Division 12.1 Added.** Chapter 14 ("Planning and Zoning"), Article 4 ("Zoning Ordinance"), of the Code of the City of Trinidad, Colorado, is hereby amended by the addition of a new Division 12.1, which shall read in its entirety as follows:

**DIVISION 12.1. ZONE DISTRICT REGULATIONS FOR THE HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION MIXED-USE DISTRICT.**

**Section 14-88.1. Purpose.**

To establish minimum regulatory standards for development in the HP – CORAZON DE TRINIDAD HISTORIC PRESERVATION MIXED-USE DISTRICT (herein referred to as the "District") in furtherance of:

- (1) Preserving the historic character, pedestrian scale and architectural distinctiveness of the District;
- (2) Producing infill development that is architecturally compatible with the historic structures of the District;
- (3) Encouraging the development of traditional mixed-use buildings within the District;
- (4) Developing an urban form that is conducive to physical activity, alternative modes of transportation and increased opportunities for social interaction and community engagement; and
- (5) Implementing predictable, high-quality development in the District.

**Section 14-88.2. Definitions**

As used in this ordinance, the following words and terms shall have the meanings specified herein:

- (1) "**Floor Area Ratio**" means the ratio of a building's gross floor area to the area of the lot on which the building is located.
- (2) "**Gross Floor Area**" is the sum of the gross horizontal areas of all floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Gross floor area does not include accessory parking, basements when at least one-half the floor-to-ceiling height is below grade, attic space having a

floor-to-ceiling height less than seven feet, exterior balconies, uncovered steps and/or inner courts.

- (3) **“Mixed-Use Building”** means a building that contains at least one floor devoted to allowed nonresidential uses in accordance with Section 14-87 of this Division and at least one devoted to allowed residential uses in accordance with Section 14-87 of this Division.
- (4) **“Historic Structure”** means any structure that was substantially completed prior to 1950.

**Section 14-88.3. Uses.**

(1) Commercial Uses

<b>Allowable Uses (P - Permitted by Right; C - Conditional Use; N - Not Permitted)</b>		
<b><u>Commercial</u></b>		
<b>Use</b>	<b>Street and Sub-Street Level</b>	<b>Above Street Level</b>
Retail Sales	P	C
Wholesale Establishments:		
<i>Less Than or Equal to 1,500 Square Feet of Floor Area</i>	P	C
<i>Greater Than 1,500 Square Feet of Floor Area</i>	C	C
Business, Professional and Semi-Professional Services	P	P
Personal Services Including Health Clubs and Gyms	P	C
Eating and Drinking Establishments:		
<i>Restaurant</i>	P	C
<i>Tavern</i>	C	C
Art Galleries	P	C
Art Studios	C	P
Theater or Performance Art Center*:		
<i>Small (1-149 Seats)</i>	P	C
<i>Large (150+ Seats)</i>	C	C
Medical Services	C	C
Hotels and Other Lodging Establishments*:		
<i>Small (1-16 Rooms)</i>	P	P
<i>Large (17+ Rooms)</i>	C	C
Mortuary or Funeral Home	C	C
Vehicle Sales	C	N
Vehicle Repairs	C	N
Drive Through Facilities	N	N

\*Theaters, performing art centers, museums, libraries, hotels and lodging establishments must feature first floor lobbies, restaurants and/or retail space along the property frontage.

(2) Industrial and Manufacturing Uses

Allowable Uses (P - Permitted by Right; C - Conditional Use; N - Not Permitted)		
<u>Industrial and Manufacturing</u>		
Use	Street and Sub-Street Level	Above Street Level
Fabrication or Assembling Incidental to Retail		
<i>Less Than or Equal to 25% of Total Floor Area</i>	P	C
<i>Greater Than 25% of Total Floor Area</i>	C	C
Brewery	C	C

(3) Residential Uses

Allowable Uses (P - Permitted by Right; C - Conditional Use; N - Not Permitted)		
<u>Residential</u>		
Use	Street and Sub-Street Level	Above Street Level
Apartments	C	P
Assisted Living	C	C
Nursing Home	C	C

(4) Public and Community Uses

Allowable Uses (P - Permitted by Right; C - Conditional Use; N - Not Permitted)		
Public and Community		
Use	Street and Sub-Street Level	Above Street Level
Government Offices and Services	C	C
Colleges, Universities and Public Schools	C	C
Libraries*	C	C
Museums*	P	C
Cultural Exhibits	C	C
Child Day Care	C	C
Religious Assembly	C	C
Parking Facilities (Not Ancillary to a Given Structure):	C	C
<i>Surface</i>	C	N
<i>Deck</i>	C	C
Parks and Recreational Facilities	C	C
Public Utilities:		
<i>Electric Substations</i>	C	C
<i>Gas Regulator Stations</i>	C	C
<i>Fire Stations</i>	C	C
<i>Police Stations</i>	C	C
<i>Telephone Exchanges</i>	C	C
<i>Water Storage Facilities</i>	C	C
<i>Water Pumping Stations</i>	C	C
<i>Sewer Lift Stations</i>	C	C

\*Theaters, performing art centers, museums, libraries, hotels and lodging establishments must feature first floor lobbies, restaurants and/or retail space along the property frontage.

#### (5) Individual Levels in Mixed-Use Buildings

Individual levels in mixed-use buildings may not have a combination of residential uses and non-residential uses unless the non-residential uses are disconnected from the residential uses with separate points of ingress and egress.

#### **Section 14-88.4. Conditional uses.**

- (1) A non-conforming use associated with an historic structure in the District may be reestablished as a conditional use if the design of the historic structure reasonably implies the use of the structure and/or precludes the establishment of a conforming use within the District as defined in Section 14-88.3 of this Division.
- (2) For each proposed conditional use, the applicant shall provide the Commission with site development plans showing the proposed development or use and its relationship to adjacent properties. Said site development plans shall show existing contours of the site at two foot (2') intervals, the location of all structures and appurtenances, the location of improvements on the site, the height and bulk of proposed structures, description and placement of screening, availability of utilities if applicable and a statement of the time-sequence of development and environmental impact on properties in the immediate vicinity. The City may, within reason, prescribe any additional conditions regarding intensity, limitation of use, appearance, hours of operation, required open space or any other such condition which may be deemed necessary and in the public interest.

#### **Section 14-88.5. Building and Area Regulations.**

##### (1) *Building Height*

No building or accessory to said building shall exceed five (5) stories or fifty (50) feet in height.

##### (2) *Floor Area*

The maximum floor area ratio shall be [5.0] for all mixed-use buildings and [3.0] for all single-use buildings.

##### (3) *Floor-to-Floor Height for Street Level Space*

All street level space must have a minimum floor-to-ceiling height of ten (10) feet.

(4) *Minimum Residential Floor Area*

- (a) Studio, efficiency or one (1) bedroom units – 650 square feet.
- (b) Two (2) bedroom units – 800 square feet.
- (c) Three (3) bedroom units – 900 square feet.
- (d) Four (4) bedroom units – 1000 square feet

(5) *Residential Density*

Residential density shall not exceed twenty-five (25) dwelling units per acre.

(6) *Minimum Lot Area*

The minimum lot area shall be two-thousand five-hundred (2,500) square feet.

(7) *Minimum Lot Frontage*

The minimum lot frontage shall be twenty-five (25) feet.

(8) *Setbacks*

(a) Front

The front yard setback for structures in the District shall be zero (0) feet. The entire building façade must abut street side property lines.

(b) Side and Rear

No interior side yard setback or rear yard setback is required for structures in the District unless the property on which the structure is to be located abuts an alley or a fenestrated building face on one or more sides. The minimum setback shall be five (5) feet from all property lines that abut an alley or fenestrated building face.

**Section 14-88.6. Parking**

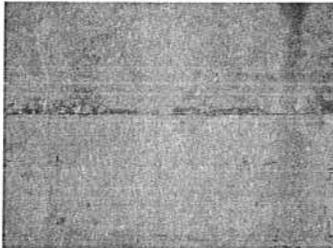
- (1) No off-street parking is required for non-residential uses in the District.
- (2) Off-street parking must be provided for all residential uses in accordance with the requirements of Section 14-100 of the City of Trinidad Code of Ordinances.
- (3) All off-street parking shall be located to the rear of the principal building and shall be screened with landscaping or a masonry wall so as to not be visible from any public right-of-way or residential zoning districts. A screening plan showing all proposed screening must be submitted with the land development and building permit applications.

**Section 14-88.7. Architectural and Design Standards**

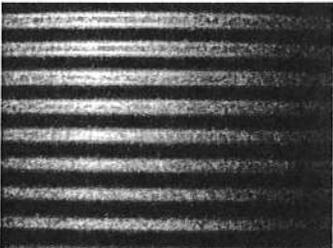
A detailed set of architectural drawings must be included with all land development and building permit applications. In addition to building massing, location and design, said architectural drawings must indicate all proposed building materials, architectural detailing, color schemes, street furniture, landscaping and all other significant design features in accordance with the following architectural and design standards:

- (1) Use of the following materials on building façades is prohibited:
  - (a) smooth-faced concrete;
  - (b) concrete block;
  - (c) metal or vinyl siding; and
  - (d) materials of similar nature to those listed above.

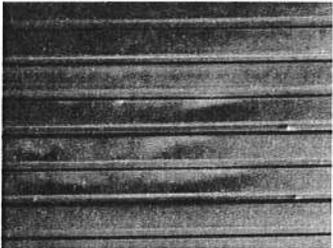
**Examples of façade materials that are prohibited in the Corazon de Trinidad Historic District**



**Smooth-Faced Concrete**



**Corrugated Metal**



**Pre-Fabricated Metal Panels**

- (2) The principal materials used on building façades shall be indigenous to the Corazon de Trinidad National Historic District, particularly high quality brick, stone and/or wood.

**Examples of façade materials that are indigenous to the Corazon de Trinidad Historic District**



**Brick**



**Stone**

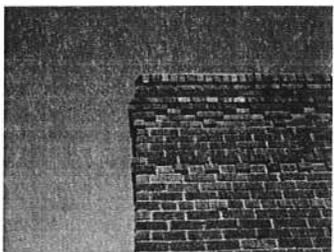
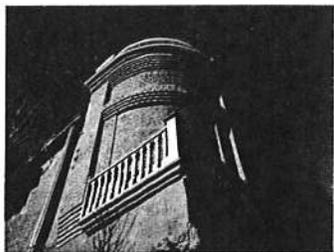
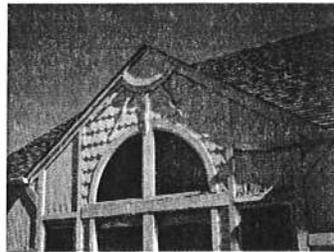
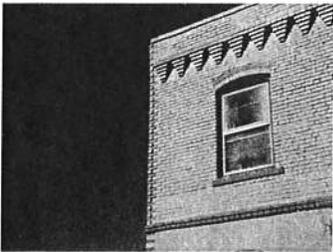
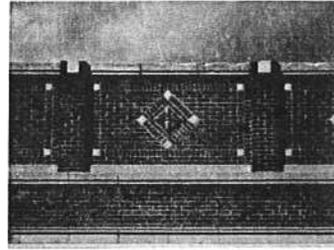
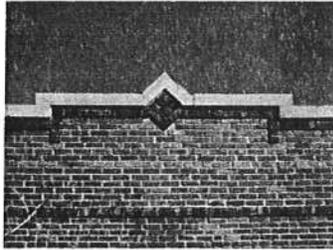


**Wood**

- (3) Long blank walls are prohibited.

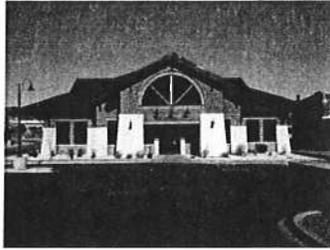
(4) Building façades shall be articulated by the use of architectural treatments characteristic of the Corazon de Trinidad National Historic District.

**Examples of architectural treatments that are characteristic of the Corazon de Trinidad Historic District**



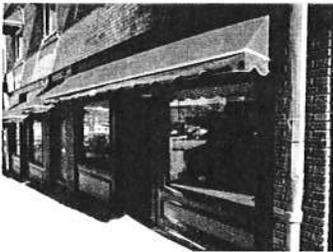
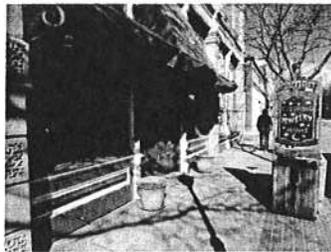
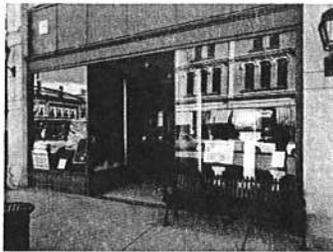
(5) Building design must be characteristic of the Corazon de Trinidad National Historic District.

**Examples of building designs that are characteristic of the Corazon de Trinidad Historic District**



- (6) Ground floor façades abutting public roads and/or parking lots shall feature display windows and entry areas on no less than sixty (60) percent of the horizontal façade length.
- (7) Ground floor display windows must be internally lighted, must have a minimum height of four (4) feet and may not be more than three and one-half (3.5) feet above the adjacent sidewalk measured from the bottom of the window.
- (8) Building façades shall have clearly defined customer entry areas that utilize distinguishing architectural features such as overhangs, recesses, arches, display windows and/or planters. Said entry areas must be located along a public sidewalk if possible.

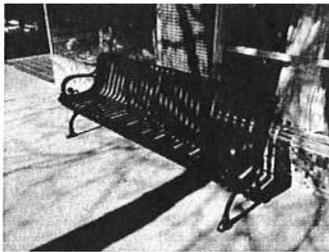
**Examples of storefronts and entry areas in the Corazon de Trinidad Historic District**



- (9) Mechanical equipment such as HVAC units, solar panels or similar equipment must be located out of public view. Architecturally appropriate parapets must be used to conceal all rooftop equipment. The height of said parapets shall not exceed fifteen (15) percent of the supporting wall.
- (10) Overhanging eaves shall extend no more than three (3) feet past the supporting wall.

- (11) Sloping roofs must not exceed the average height of the supporting walls. All sloping roofs must feature a gutter system that prevents snow, water and debris from falling onto any adjacent sidewalk or public space.
- (12) No more than one curb cut will be allowed per building and curb cuts are not allowed for lots that abut alleys.
- (13) The façade design and material composition of all accessory structures must be compatible with the façade design and material composition of the main building.
- (14) All proposed street furniture and landscaping must be compatible with existing street furniture and landscaping in the District.

**Examples of street furniture in the Corazon de Trinidad Historic District**



**14-88.8. Historic structure preservation, restoration and rehabilitation.**

(1) No historic structure located in the District may be demolished or otherwise removed unless said historic structure has been certified as both structurally compromised and irreparable by a structural engineer licensed in the State of Colorado.

(2) Removal or alteration of any original architectural feature on an historic structure in the District is prohibited unless said architectural feature has been certified as both structurally compromised and irreparable by a structural engineer licensed in the State of Colorado. Significant architectural details include, but are not limited to:

- Roofs
- Exterior Walls
- Pediments
- Cornices
- Windows and Window Frames
- Belt Courses
- Transoms
- Piers
- Columns
- Doors
- Kickplates

(3) Repairs made to historic structures in the District must be made in accordance with the Secretary of the Interior's Standards for Rehabilitation:

*The Secretary of the Interior's Standards for Rehabilitation*

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated

from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

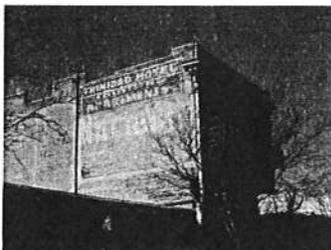
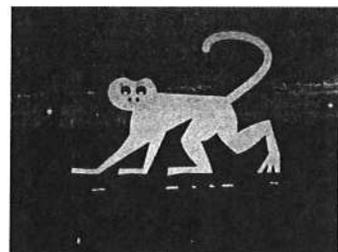
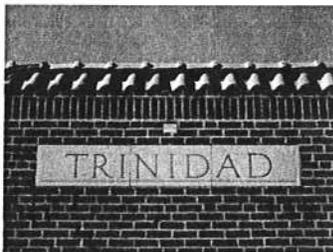
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**14-88.9. Signage.**

The requirements of Article 4, Division 13 of the City of Trinidad Code of Ordinances shall apply to all land development projects in the District. In addition:

- (1) A sign plan shall be included as part of all development proposals within the District;
- (2) Signs for all uses within a given development project must be uniform in style, materials and illumination and be compatible with and respectful of the historic nature of the District;
- (3) Sign location shall be limited to building surfaces, canopies, overhangs and behind storefront doors or display window glass. No freestanding and/or rooftop signs will be allowed in the District;
- (4) Replication of Trinidad’s historic painted signs is strongly encouraged on all new development projects.
- (5) Removal or destruction of painted ‘ghost’ signage on existing structures is prohibited.

**Examples of signage that are characteristic of the Corazon de Trinidad Historic District**



**Section 3. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or of any of the primary or secondary codes adopted by reference herein, be judicially determined unconstitutional or invalid for any reason, such decision shall not affect the validity or

constitutionality of the remaining portions of this Ordinance or codes adopted by reference. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

**Section 4. Effective Date.** This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER PANDO, READ AND ORDERED PUBLISHED this 7<sup>th</sup> day of June, 2011.

FINALLY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TRINIDAD, COLORADO

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

ATTEST:

By: \_\_\_\_\_  
AUDRA GARRETT, City Clerk

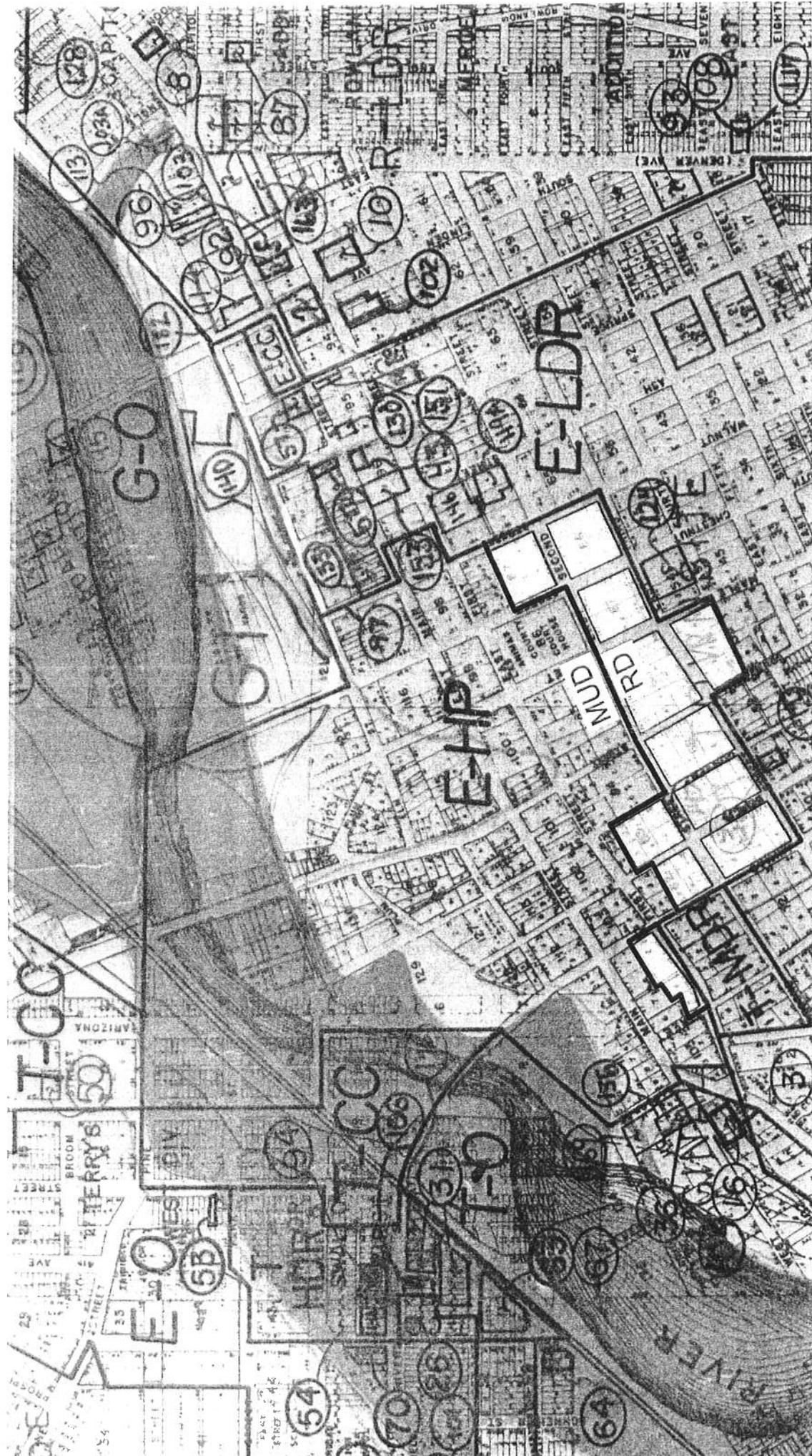


Exhibit 'A'

ITEM NO. 7c

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:**

c) Public hearing an ordinance of the City of Trinidad, Colorado, regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and increasing the gas supply charge applicable to all customer service classifications

1) Second reading an ordinance of the City of Trinidad, Colorado, regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and increasing the gas supply charge applicable to all customer service classifications

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Ordinance  
Gas Supply Charge Calculation, June, 2011  
Ordinance and Gas Supply Charge Calculation with 50% version

ITEM NO. 7c

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO,  
REGARDING THE PROVISION OF NATURAL GAS SERVICE BY  
THE TRINIDAD MUNICIPAL NATURAL GAS DEPARTMENT,  
AND INCREASING THE GAS SUPPLY CHARGE APPLICABLE TO  
ALL CUSTOMER SERVICE CLASSIFICATIONS

WHEREAS, Chapter XI, Section 11.1, of the Charter of the City of Trinidad, Colorado, confers upon the City Council “all municipal powers relating to all utilities and franchises including, but without limitation to, all powers and authority now existing and which may be hereafter provided by the Constitution or Statutes of the State of Colorado, or by ordinance or by this Charter.”; and

WHEREAS, by City Ordinance No. 1866, the City Council of the City of Trinidad, Colorado, previously adopted “Gas Tariff No. 1” to govern the provision of natural gas service by the Trinidad Municipal Natural Gas Department; and

WHEREAS, Gas Tariff No. 1 mandates the calculation of a Gas Supply Charge on a periodic basis to recover the costs of purchasing natural gas for the City’s customers, which costs include the costs of upstream pipeline transportation, storage, and other costs incurred to deliver natural gas supplies to the City’s distribution system at the City’s receipt point; and

WHEREAS, based upon the Trinidad Municipal Natural Gas Department’s most recent Gas Supply Charge calculation, the City Council seeks to increase the Gas Supply Charge applicable to all customer service classifications from \$0.3791 per one hundred cubic feet (“CCF”) to \$0.5638 per CCF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. **Gas Supply Charge.** The Gas Supply Charge applicable to all natural gas service classifications—Residential Sales (“RS”), Commercial Sales (“CS”), and Special Contract (“SC”)—of the Trinidad Municipal Natural Gas Department pursuant to Gas Tariff No. 1, as adopted by City Ordinance No. 1866, is hereby increased from \$0.3791 per CCF to \$0.5638 per CCF. This Gas Supply Charge increase shall become effective upon the effective date of this Ordinance, and shall be reflected on utility bills issued on and after August 1, 2011.

INTRODUCED BY COUNCILMEMBER SHEW, READ AND ORDERED PUBLISHED this 7th day of June, 2011.

FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
JENNIE GARDUNO, MAYOR

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, CITY CLERK

**TRINIDAD MUNICIPAL NATURAL GAS DEPARTMENT**

**GAS SUPPLY CHARGE CALCULATION – JUNE 2011**

Section 8.3 of Gas Tariff No. 1 provides that the Gas Supply Charge shall be calculated using the following formula:

$$\frac{A + B}{C}$$

WHERE:

- A =** Forecasted Gas Cost obtained by adding the forecasted cost of purchased gas and the forecasted cost of upstream pipeline services.
- B =** Deferred Gas Cost obtained by comparing the actual purchased gas cost plus the actual cost of purchased pipeline services with the revenue recovered by the Gas Supply Charge. If the Gas Supply Charge revenue exceeds costs, there shall be an over-recovery of gas cost. If the costs exceed the Gas Supply Charge revenue, there shall be an under-recovery of gas costs.
- C =** Forecasted Gas Sales obtained by normalizing an historical twelve-month period of gas sales volumes.

The proposed Gas Supply Charge of \$0.5638 per one hundred cubic feet ("CCF") has been calculated based on the following figures:

$$\frac{(\text{Forecasted Gas Cost ("A")} = \$2,617,556.61) + (\text{Deferred Gas Cost ("B")} = \$818,447.36)}{\text{Forecasted Gas Sales ("C")} = 6,094,075 \text{ CCF}}$$

$$= \$0.5638 \text{ per CCF}$$

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REGARDING THE PROVISION OF NATURAL GAS SERVICE BY THE TRINIDAD MUNICIPAL NATURAL GAS DEPARTMENT, AND INCREASING THE GAS SUPPLY CHARGE APPLICABLE TO ALL CUSTOMER SERVICE CLASSIFICATIONS

WHEREAS, Chapter XI, Section 11.1, of the Charter of the City of Trinidad, Colorado, confers upon the City Council "all municipal powers relating to all utilities and franchises including, but without limitation to, all powers and authority now existing and which may be hereafter provided by the Constitution or Statutes of the State of Colorado, or by ordinance or by this Charter."; and

WHEREAS, by City Ordinance No. 1866, the City Council of the City of Trinidad, Colorado, previously adopted "Gas Tariff No. 1" to govern the provision of natural gas service by the Trinidad Municipal Natural Gas Department; and

WHEREAS, Gas Tariff No. 1 mandates the calculation of a Gas Supply Charge on a periodic basis to recover the costs of purchasing natural gas for the City's customers, which costs include the costs of upstream pipeline transportation, storage, and other costs incurred to deliver natural gas supplies to the City's distribution system at the City's receipt point; and

WHEREAS, based upon the Trinidad Municipal Natural Gas Department's most recent Gas Supply Charge calculation, the City Council seeks to increase the Gas Supply Charge applicable to all customer service classifications from \$0.3791 per one hundred cubic feet ("CCF") to \$0.5091 per CCF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. **Gas Supply Charge.** The Gas Supply Charge applicable to all natural gas service classifications—Residential Sales ("RS"), Commercial Sales ("CS"), and Special Contract ("SC")—of the Trinidad Municipal Natural Gas Department pursuant to Gas Tariff No. 1, as adopted by City Ordinance No. 1866, is hereby increased from \$0.3791 per CCF to \$0.5091 per CCF. This Gas Supply Charge increase shall become effective upon the effective date of this Ordinance, and shall be reflected on utility bills issued on and after August 1, 2011.

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JENNIE GARDUNO, MAYOR

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, CITY CLERK

**TRINIDAD MUNICIPAL NATURAL GAS DEPARTMENT**

**GAS SUPPLY CHARGE CALCULATION – JUNE 2011 – 50% VERSION**

Section 8.3 of Gas Tariff No. 1 provides that the Gas Supply Charge shall be calculated using the following formula:

$$\frac{A + B}{C}$$

WHERE:

- A =** Forecasted Gas Cost obtained by adding the forecasted cost of purchased gas and the forecasted cost of upstream pipeline services.
- B =** Deferred Gas Cost obtained by comparing the actual purchased gas cost plus the actual cost of purchased pipeline services with the revenue recovered by the Gas Supply Charge. If the Gas Supply Charge revenue exceeds costs, there shall be an over-recovery of gas cost. If the costs exceed the Gas Supply Charge revenue, there shall be an under-recovery of gas costs.
- C =** Forecasted Gas Sales obtained by normalizing an historical twelve-month period of gas sales volumes.

The proposed Gas Supply Charge of \$0.5638 per one hundred cubic feet ("CCF") has been calculated based on the following figures:

$$\frac{(\text{Forecasted Gas Cost ("A")} = \$2,617,556.61) + (\text{Deferred Gas Cost ("B")} = \$485,211.84)}{\text{Forecasted Gas Sales ("C")} = 6,094,075 \text{ CCF}}$$

$$= \$0.5091 \text{ per CCF}$$

ITEM NO. 8a

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Hotel and Restaurant with Optional Premises liquor license renewal request by  
Trinidad Golf, LLC d/b/a Cougar Canyon Golf Links at 306 Fairway Court

**REQUEST  
MADE BY:** Trinidad Golf, LLC

**CONTENTS/  
COMMENTS:** Renewal application  
Departmental reports  
Fees have been paid

ITEM NO. 8a



## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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

Trade Name of Establishment <i>Trinidad Golf, LLC dba Cougar Canyon Golf Links</i>		State License Number <i>47-51006-0000</i>	
1. Operating Manager <i>M. Peter Schrepfer</i>		Home Address <i>[REDACTED] Trinidad Co 81082</i>	
		Date of Birth <i>[REDACTED]</i>	
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <i>OWNER</i> If rented, expiration date of lease: _____			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
7. <b>Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application:</b>			
(a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.			
8. <b>Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:</b>			
<b>EVIDENCE OF LAWFUL PRESENCE</b>			
Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.			
In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):			
<input checked="" type="checkbox"/> I am a United States Citizen			
<input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States			
<input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law			
<input type="checkbox"/> I am a foreign national not physically present in the United States			
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature <i>[Signature]</i>		Printed name <i>M. Peter Schrepfer</i>	
		Date <i>6-1-2011</i>	

6/7/11

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

Applicant: Trinidad Golf, LLC

dba: Cougar Canyon Golf Links

Address: 306 Fairway Court

Type of License: Hotel and Restaurant w/Optional Premises

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Fire Suppression System over stove needs  
checking - smoke detectors need checking  
Junction box cover missing -

Will reinspect in a few days -

6-14-11  
Date

Leroy Perea  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 15, 2011

6/7/11

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

Applicant: Trinidad Golf, LLC

dba: Cougar Canyon Golf Links

Address: 306 Fairway Court

Type of License: Hotel and Restaurant w/Optional Premises

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: suppression hood inspection out of date  
smoke detectors / plug junction in kitchen  
Karl will repair smokes and  
junction box will reinspect to confirm  
compliance.

6-13-11  
Date

*Tim Kelley*  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 15, 2011

6/7/2011

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

Applicant's Name: Trinidad Golf, LLC

DBA: Cougar Canyon Golf Links

Business Address: 306 Fairway Court

Type of License: Hotel & Restaurant w/optional premises

Renewal     Transfer     Change of Location     New     Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

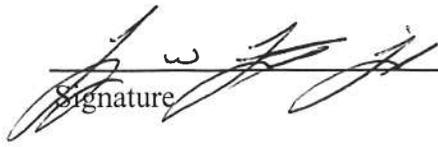
**DEPARTMENT REVIEW**

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports found

6-15-11  
Date

  
Signature

**RETURN TO THE CITY CLERK'S OFFICE BEFORE:** June 15, 2011

## Audra Garrett

---

**From:** John Martinez [jmartinez@la-h-health.org]  
**Sent:** Tuesday, June 07, 2011 3:49 PM  
**To:** Audra Garrett  
**Subject:** RE: liquor license

Audra;

Trinidad Golf, LLC d/b/a Cougar Canyon Golf Links was inspected last month and they do have a 2011 Food License, This place is approved by the Las Animas/ Huerfano County Health Department

John Martinez  
Environmental Health Specialist III  
[jmartinez@la-h-health.org](mailto:jmartinez@la-h-health.org)

### Las Animas-Huerfano Counties District Health Department

#### Trinidad Office

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

#### Walsenburg Office

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

**From:** Audra Garrett [mailto:[audra.garrett@trinidad.co.gov](mailto:audra.garrett@trinidad.co.gov)]  
**Sent:** Tuesday, June 07, 2011 3:35 PM  
**To:** John Martinez  
**Subject:** liquor license

Hi John,

Please verify compliance with your department with respect to the liquor license issued to Trinidad Golf, LLC d/b/a Cougar Canyon Golf Links at 306 Fairway Court.

Thanks,

Audra Garrett, City Clerk

City of Trinidad  
135 N. Animas Street  
Trinidad, CO 81082  
(719) 846-9843 ext. 135  
(719) 846-4140 fax

ITEM NO. 8b

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Special events permit (malt, vinous and spirituous) request by A. R. Mitchell Memorial, Inc. at 150 E. Main Street for July 9 and July 21, 2011

**REQUEST  
MADE BY:** A. R. Mitchell Memorial, Inc.

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

ITEM NO. 8b

# 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                 |  |

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	
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

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>A.R. Mitchell Museum Inc</i>	State Sales Tax Number (Required) <i>06-07604</i>
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i># PO Box 95 Trinidad, CO 81082</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>150 E. Main St. Trinidad, CO 81082</i>
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Colette Henritze</i>	<i>[REDACTED]</i>	<i>[REDACTED] Trinidad CO 81082</i>	<i>719 [REDACTED]</i>
5. EVENT MANAGER <i>Paula Little</i>	<i>[REDACTED]</i>	<i>[REDACTED] Trinidad, CO 81082</i>	<i>719 [REDACTED]</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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
<i>July 9</i>	<i>July 21</i>			
Hours From <i>noon</i> .m. To <i>midnight</i>	Hours From <i>5 p.m.</i> To <i>midnight</i>	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .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 <i>Paula Little</i>	TITLE <i>Director</i>	DATE <i>6/3/11</i>
----------------------------------	--------------------------	-----------------------

**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) <i>Trinidad</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>(719) 846-9843</i>
SIGNATURE	TITLE <i>Mayor</i>	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)

*Rec 6/8/11*

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,

**ARTHUR ROY MITCHELL MEMORIAL INC.**

is a **Nonprofit Corporation** formed or registered on 02/20/1979 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 19871365333.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/01/2011 that have been posted, and by documents delivered to this office electronically through 06/03/2011 @ 13:32:48.

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 06/03/2011 @ 13:32:48 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7961741.



A handwritten signature in black ink, appearing to read "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."*

This Deed, made this 31st day of May, 1921

between City of Trinidad, whose street address is 133 N. Animas, City of Trinidad,

County of Las Animas and State of Colorado, of the first part, and A. R. Mitchell Memorial, Inc. whose legal address is 131 West Main Street, City of Trinidad,

County of Las Animas and State of Colorado, of the second part

WITNESSETH, That the said party of the first part, for and in consideration of Two Hundred Seventy-Eight Thousand Five Hundred (\$278,500.00) of the value of the premises hereinafter described, has granted, bargained, sold and conveyed, and by these does grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the City of Trinidad, County of Las Animas and State of Colorado, to-wit:

(of which One Hundred Seventy-Eight Thousand Five Hundred Dollars (\$178,500.00) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged), has granted, bargained, sold and conveyed, and by these does grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the City of Trinidad, County of Las Animas and State of Colorado, to-wit:

All of Lot 2 in Block 100, in the City of Trinidad, Colorado, also the easterly 10 inches of Lot 3 in said Block 100, as more particularly described in Warranty Deed recorded July 21, 1905, in Book 128, at Page 200 of the records of the office of the County Clerk and Recorder of (continued on Page Two)

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the revenues and profits, remainder and reversions, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances, unto the said party of the second part, and its heirs and assigns forever. And the said party of the first part, for it self, its heirs and assigns forever, does covenant, grant, bargain and agree to and with the said party of the second part, and its heirs and assigns, that at the time of the executing and delivery of these presents, well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature now or hereafter.

Subject to the terms and conditions contained in the Contract for Sale of Real Property, entered into between the Party of the First Part and the Party of the Second Part on the above date which is attached hereto and incorporated herein by reference as Attachment "A".

and the above described premises in the quiet and peaceable possession of the said party of the second part, he, she and he or she, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part doth and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Witness, Signed and Delivered in the Presence of (Signatures and Seals)

STATE OF COLORADO County of Las Animas

This foregoing instrument was acknowledged before me this 31st day of May, 1921, by the Robert W. ... My own hands and official seal, Witness my hand and official seal, (Signature and Seal)

My Commission Expires February 17, 1921

Land Description Continued  
Page Two

of the County of Las Animas and State of Colorado subject to the terms and provisions of that certain contract and deed dated June 22, 1905, and recorded July 21, 1905, in Book 134 at Page 295, said last mentioned records, together with all improvements thereon.

GROUND FLOOR PLAN

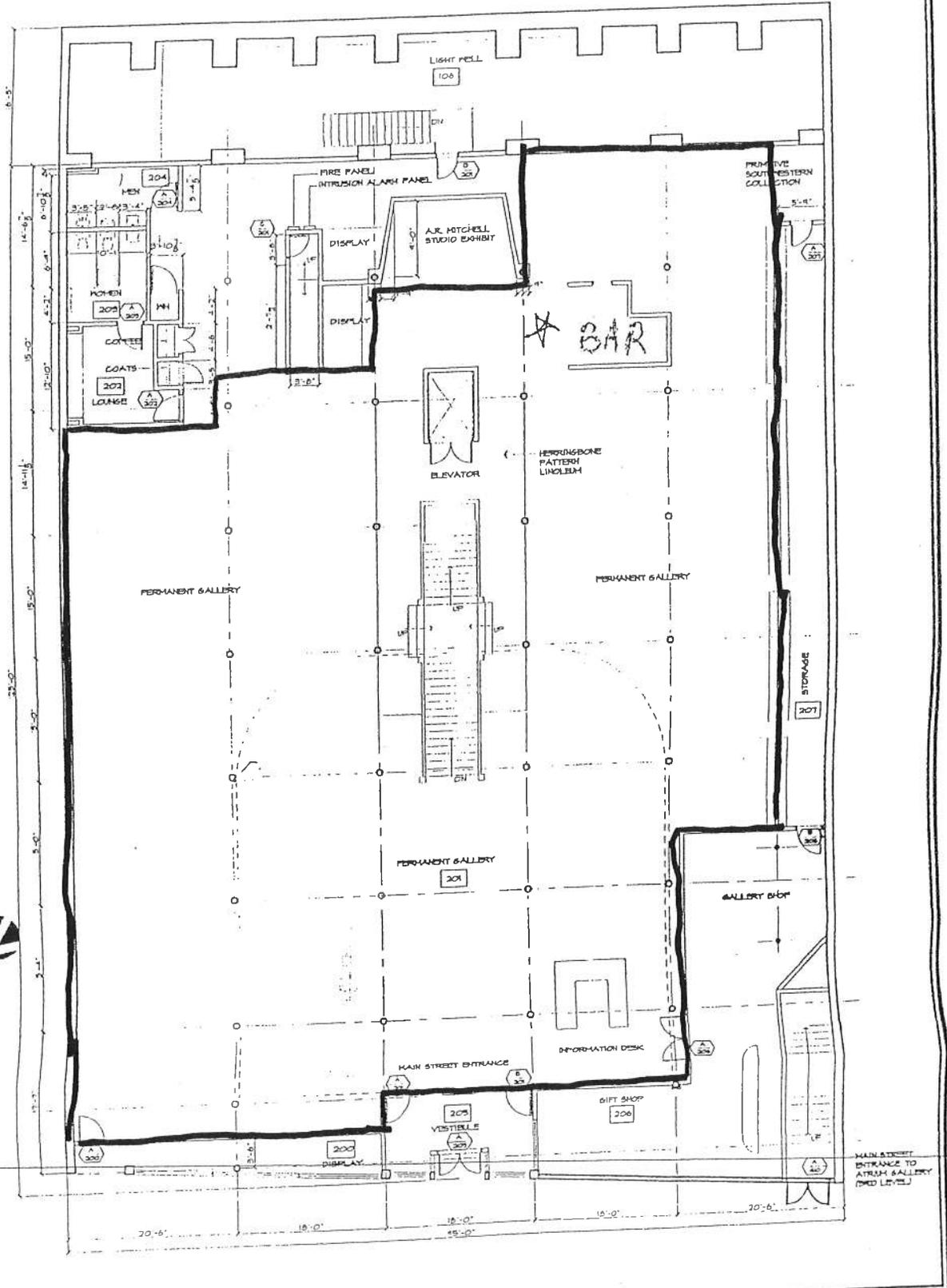
SCALE: 3/32" = 1'-0"



NORTH



32



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, A. R. Mitchell Memorial Museum, Inc., 150 E. Main Street, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 150 E. Main Street, Trinidad, Colorado, on July 9, 2011 and July 21, 2011, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 9th day June, 2011.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 9th day of June, 2011.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett  
Audra Garrett, City Clerk

June 8, 2011

**FIRE SAFETY PLAN FOR**

The Mitchell Museum  
150 E. Main St.  
Trinidad, CO 81082  
719 846-4224  
[Mitchellmuseum@qwestoffice.net](mailto:Mitchellmuseum@qwestoffice.net)

**SPECIAL EVENT: Quick Draw and Auction**

1. July 9, 2011 on the courthouse lawn 10-noon, 100-200 expected
2. Auction in the Mitchell Museum 12:30-2 pm
3. Concert in the Mitchell Museum 6:30 pm-10pm, 150 expected

The invited artists will paint for 1 hr. on the courthouse lawn, followed by an auction in the museum immediately following.

A single drink will be served in the museum at 12:30

Wine will be available at the evening concert

1. Exit routes are clearly marked.
2. The means of egress are illuminated at all times.
3. The building served by the means of egress is occupied.
4. The flow of egress travel will not be interrupted by any building element.
5. Obstructions shall not be placed in the required width of means of egress.
6. The occupancy load as determined by Trinidad Fire Department will be strictly adhered to by the A.R. Mitchell Museum and its staff and security.
7. Fire extinguishers shall be appropriate to the Special Event in quantity and size, and shall have been inspected by a certified inspection company.
8. Smoke and carbon monoxide detectors shall be operable.
9. The A.R. Mitchell Museum will not be using excessive extension cords.

Submitted by:

Paula Little

*Paula Little*

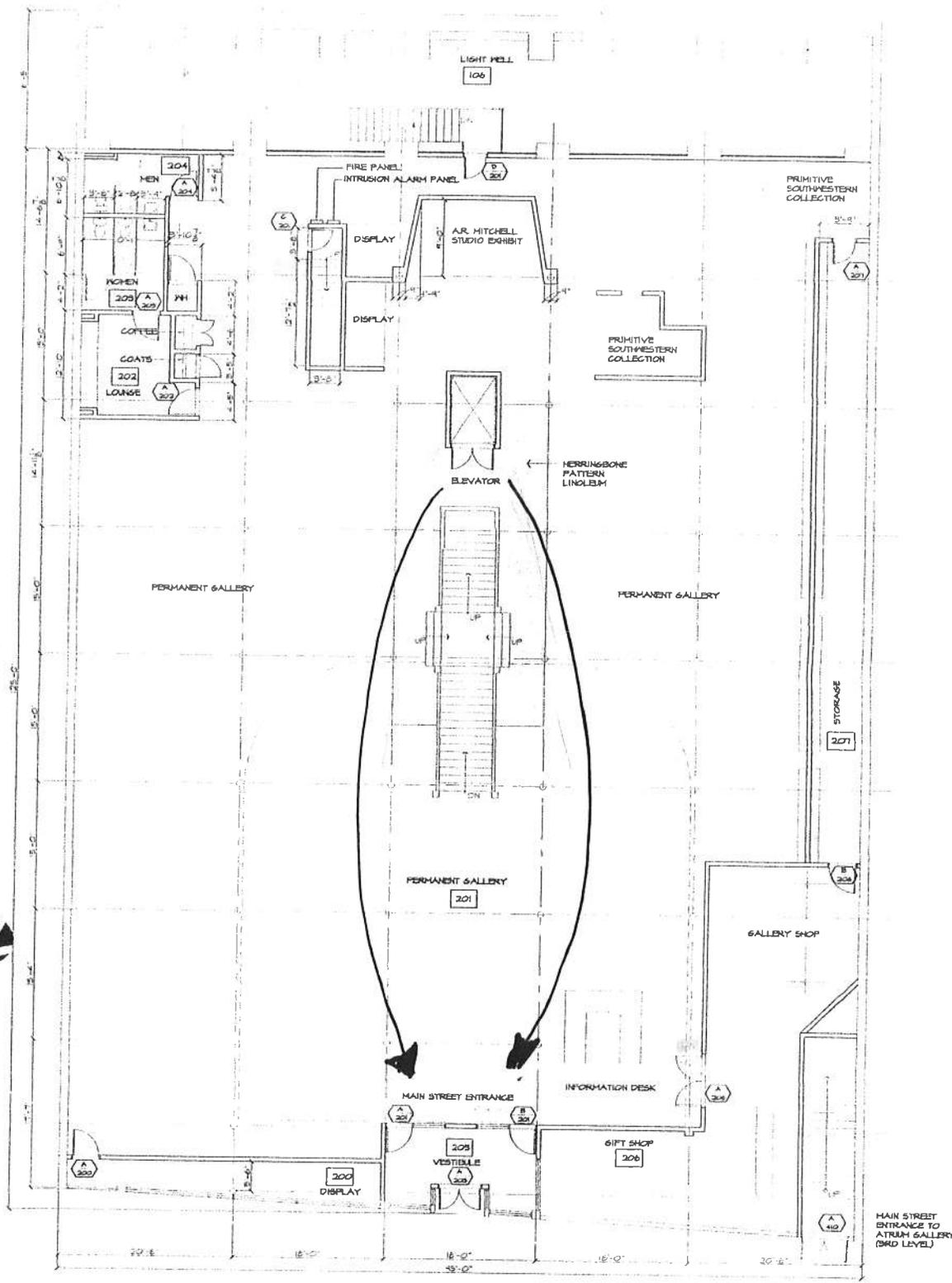
Director

*Approved 6-8-11  
by Leroy Lerea  
Fire Chief*

orange = fire extinguishers  
 black = egress route

GROUND FLOOR PLAN

SCALE: 3/8" = 1'-0"



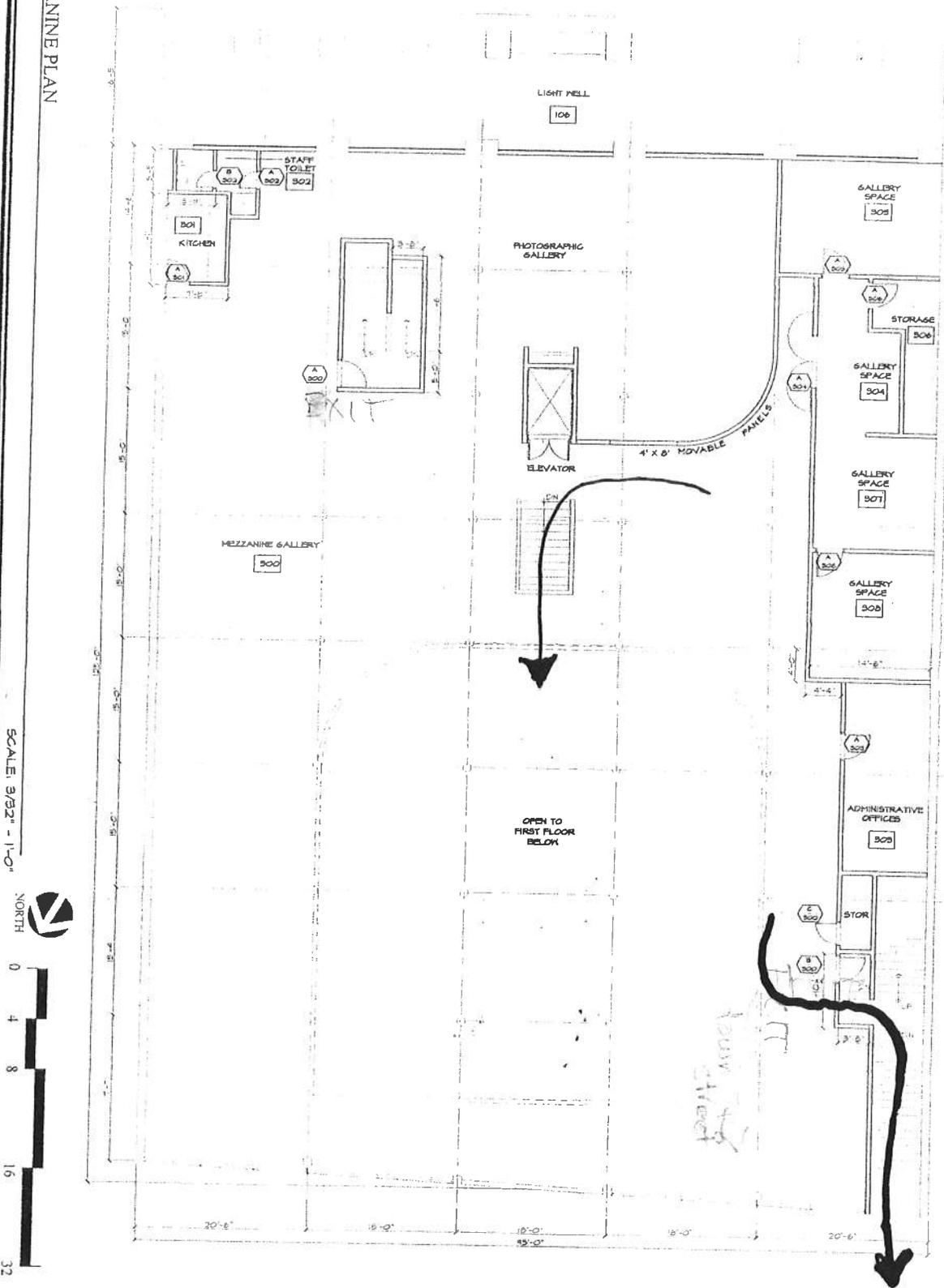
A1  
 120802

A.R. MITCHELL MUSEUM  
 JAMISON BUILDING  
 150 EAST MAIN STREET  
 TRINIDAD, COLORADO

THE FLORIN GROUP 70 South Tejon Suite 102, Colorado Springs, Colorado 80901 (719) 471-8432  
 Architectural Engineering, Historic Preservation



MEZZANINE PLAN



SCALE: 3/32" = 1'-0"



A2  
120302

A.R. MITCHELL MUSEUM  
JAMISON BUILDING  
150 EAST MAIN STREET  
TRINIDAD, COLO. ORADO

THE FLORIN GROUP

26 South Tepeca, Suite 302, Colorado Springs, Colorado 80903 (719) 471-8122  
Architecture, Engineering, Maintenance Management, Historic Preservation



June 8,2011

**Security Plan for the A. R. Mitchell Museum  
Quick-Draw/ Auction Event  
Requesting a liquor license**

**I. DESCRIPTION**

This event is being held on the courthouse lawn, July 9, 2011.

Artists will be painting for an hour, then spectators and artists will walk down to the Mitchell for an auction of the paintings.

A single drink will be offered to the persons participating in the auction.

This will begin around 12:30pm. and last maybe until 2pm.

We are planning for 100-200 people.

Later, an evening event will include wine.

This event is a concert, starting at 6:30 pm and maybe lasting until 10:30pm.

We are expecting around 150 people

**II. SECURITY at NOON and at the EVENING CONCERT**

- 1. The Mitchell will provide 3 volunteers for the noon event, and 3 volunteers for the evening concert.**
- 2. They will be attired identically w/ a security I.D. at the exit/entrance to the museum. One will be posted near the elevator to help w/ handicapped visitors, as well as keeping an eye on the museum.**
- 3. They will carry cellphones to immediately notify law enforcement should the need arise.**
- 4. The Trinidad Police Department shall be notified of any and all criminal events like fights, theft, assault, etc. that occur during the event.**
- 5. Trinidad Police Dept. personnel shall conduct walk-throughs of the event as deemed necessary by the Chief of Police.**

**III. LIQUOR SERVICE**

- 1. All persons responsible for the service of alcoholic beverages shall be TIPS certified.**
- 2. No person selling alcohol will consume alcohol.**
- 3. Personnel operating the bar will have received TIPS training. The BAR will require a minimum of two (2) persons to operate the bar.**
- 4. 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 security, who shall immediately notify TPD.**

5. **NO PERSON WHO IS NOT DESIGNATED AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR.** Any unauthorized person found behind the bar will be removed from the event. Security will notify TPD for appropriate enforcement action.
6. 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.
7. No person is allowed to bring alcoholic beverages into the event area. No person is allowed to take alcoholic beverages out of the event area. Appropriate action will be taken for said violations.
8. A minimum of one (1) person shall be assigned as security at the bar to check ID to ensure that customers are of the legal drinking age. NO ID NO ALCOHOL

#### **IV. MAP OF EVENT**

1. A map is enclosed. This details the locations of restrooms, and emergency exit points, and location of bar.

#### **V. OCCUPANCY CERTIFICATION**

1. The events will not exceed the occupancy rating as provided by the Trinidad Fire Dept.
2. Exits shall be kept free-flowing and clear of obstruction at all times.

6/16/11

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

Applicant: A. R. Mitchell Memorial, Inc.

dba:

Address: 150 E. Main Street

Type of License: SEP – Malt, Vinous and Spirituous

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *OK* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6-16-11  
Date

*Srey Perea*  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 17, 2011

6/16/11

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

Applicant: A. R. Mitchell Memorial, Inc.

dba:

Address: 150 E. Main Street

Type of License: SEP – Malt, Vinous and Spirituous

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: ok if ok with police + Fire

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6-16-11  
Date

*Shirley Kelly*  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 17, 2011

ITEM NO. 8c

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Special events permit (malt, vinous and spirituous) request by Mt. Carmel Health, Wellness and Community Center at 911 Robinson Avenue for July 16 and July 17, 2011

**REQUEST  
MADE BY:** Mt. Carmel Health, Wellness and Community Center

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

ITEM NO. 8c

# 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 <b>Mt. Carmel Health, Wellness and Community Center</b>	State Sales Tax Number (Required) <b>04-295461</b>
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
**911 Robinson  
 Trinidad, CO 81082**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
**SAME 911 Robinson  
 Trinidad, CO 81082**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Jay Cimino</b>	<del>██████████</del>	<b>Colorado Springs, CO 80904</b>	<del>██████████</del>
5. EVENT MANAGER <b>J. Gerardi</b>	<del>██████████</del>	<b>Englewood, CO 80151</b>	<del>██████████</del>

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

7.  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
<b>7-16-2011</b>	<b>7-17-2011</b>		
Hours From <b>1:30 P.m.</b> To <b>10:30 P.m.</b>	Hours From <b>12:00 P.m.</b> To <b>8:30 P.m.</b>	Hours From .m. To .m.	Hours From .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:	TITLE: <b>President</b>	DATE: <b>11/26/11</b>
------------	-------------------------	-----------------------

**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)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

**LIABILITY INFORMATION**

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

(Instructions on Reverse Side)

*Rec 6/18/11*

Gina Stefanec  
President  
Kip Hampden Properties LLC  
PO Box 85  
Colorado Springs CO 80901  
719-575-7122

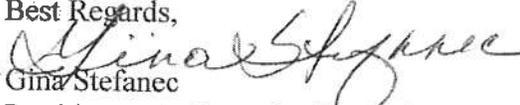
Audra Garrett  
City of Trinidad  
135 N. Animas  
Trinidad CO 81082  
719-846-9843 (Extension 135)  
Fax 719-846-4140z

June 16, 2011

To Whom It May Concern,

Kip Hampden Properties LLC, property owner of **911 Robinson Avenue in Trinidad, Colorado**, authorizes the sale and consumption of beer and wine on July 16 and 17th. The Mt. Carmel Health, Wellness and Community Center is located at 911 Robinson Avenue. Mt. Carmel is having a festival on July 16 and 17th.

Best Regards,

  
Gina Stefanec  
President, Kip Hampden Properties LLC

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 05/06/2011 that have been posted, and by documents delivered to this office electronically through 05/12/2011 @ 09:50:17.

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 05/12/2011 @ 09:50:17 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7943922.

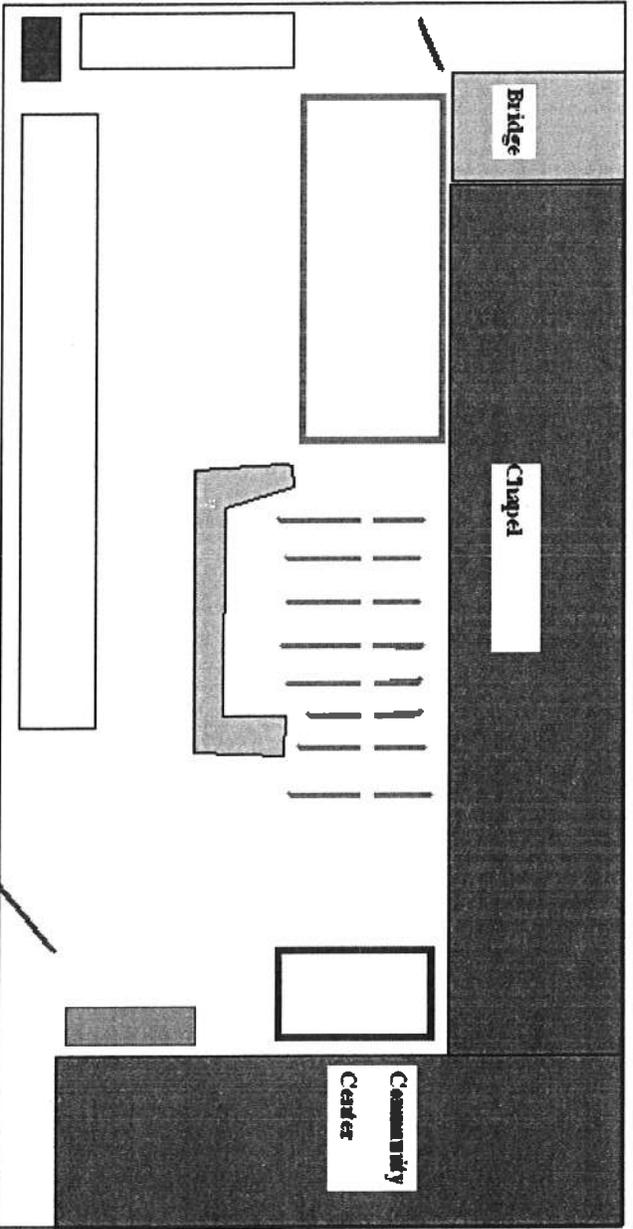


A handwritten signature in cursive script, reading "Scott Gessler".

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."*



85'

**Vendors**

- Bar
- Tables
- Generator
- Port A Johns
- Stage
- Tables

88'

**Fire Safety Plan**  
**1<sup>st</sup> Annual Mt Carmel Festival**  
**July 16-17, 2011**

**I. Purpose**

To highlight both the fire and safety plans in case of an emergency during the Santa Fe Trail Festival. This policy has been approved by the Trinidad Fire Chief, Leroy Perea.

**II. Definitions**

A. "Special Event" means any event that has requested a Special Event liquor permit

B. "Beer Garden" means any area within a Special Event that is designated for the sale and consumption of alcoholic beverages. The intent of a "Beer Garden" is to limit the area of sale and consumption of alcohol in order to maintain control of the licensed premise, and to avoid sale to underage and/or overly intoxicated persons.

**I. Preventative Measures.**

A. All food vendors and/or vendors with heat producing equipment will have a fire extinguisher in or adjacent to their booth.

B. There will be a fire extinguisher located within 10-15' of all generators and/or power distribution panels, and sound/lighting equipment.

C. The Festival is contained within a Parking Lot so there is no need for a Fire Lane. There will be an area left open for access to the festival grounds for emergency vehicle parking in the case of emergency.

D. The Festival grounds will have two (2) point of ingress/egress. They will be located on opposite ends of the Festival Grounds. Due to the physical attributes of the facility, there is no way to add anymore entrances.

E. Emergency personnel on site. Representatives from the Trinidad Fire Department and Ambulance Department will be invited to participate in the Festival and/or make regular walk throughs of the Festival Site.

F. The occupancy load of the Festival will be determined by the City of Trinidad Fire Department and will be strictly adhered to by the Mt. Carmel Health, Wellness and Community Center, members of the MT Carmel Festival Staff, The Trinidad & Las Animas County Chamber of Commerce and their staff/security.

Submitted by: The Trinidad & Las Animas County Chamber of Commerce  
Key Representative: Tom Davis Membership Director

Signature:  Date: 7 JUN 11

Approved by: City of Trinidad Fire Department  
Key Representative: Chief of Fire, Leroy Perea

Signature:  Date: 6-16-11

**Operations Plan  
Mt Carmel Festival**

**Date of Operation:** July 16, 2011 to July 17, 2011

**Operational Period's:** 1200-2000

**Pre-Operation Briefing:** To be assigned

**Operations Supervisor:** To be assigned

**Location of operation:** Mt Carmel Wellness Center parking lot, located on the east side of the Center. **SEE ATTACHED MAP.**

**Operation Objectives:** Provide security for the Mt Carmel Festival. Maintain public peace and order during this event. Provide security in the operational area to include event BEER GARDEN. A map is attached to this plan to show the operational area.

**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. STAFF EVENT PERSONNEL will make contact with officers via the COMMUNICATIONS CENTER.

**Event staffing (Security):** two (2) officers per day will be assigned to this event. One (1) officer will be assigned to the Beer Garden and One (1) officer will be assigned to patrol the event.

Officer assignments will be assigned below.

**Handling of calls within operations area:** Officers assigned to this detail will take all calls 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.

Officers should note that the staff operating the "BEER GARDEN" are to have received TIPS training.

ALL persons who enter the BEER GARDEN area shall be 21 years of age. Prior to entering the BEER GARDEN, ALL ID's will be checked. Only persons of legal age to consume alcohol will be permitted in the BEER GARDEN area. ALL persons of legal drinking age will have a color band placed on them. NO ID NO BAND NO ALCOHOL.

**Officers AND BEER GARDEN STAFF 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 MT CARMEL FESTIVAL, AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR.** Any unauthorized person found behind the bar will be removed from the area. Appropriate enforcement action will also be taken.

The BAR 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 BEER GARDEN. No person is allowed to take alcoholic beverages out of the BEER GARDEN. Appropriate action will be taken for said violations.

Person(s) assigned to the BAR shall wear a distinctive colored shirt that is NOT the same color as other event staff. This is so they can be easily identified as being authorized to work in the BAR area.

**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.

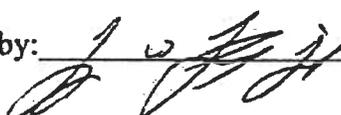
**Officer assignments:**

**OFFICER ASSIGNMENTS WILL BE ASSIGNED UPON FINAL SUBMISSION OF OP PLAN**

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

Prepared by:  \_\_\_\_\_

Date: 6-6-11

Approved by:  \_\_\_\_\_

Date: 6-7-11

6/16/11

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

Applicant: Mt. Carmel Health, Wellness and Community Center

dba:

Address: 911 Robinson

Type of License: SEP – Malt, Vinous and Spirituous

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

OK if they follow safety plan

will determine occupancy

6-16-11  
Date

Greg Peria  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 17, 2011

6/16/11

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

Applicant: Mt. Carmel Health, Wellness and Community Center

dba:

Address: 911 Robinson

Type of License: SEP – Malt, Vinous and Spirituous

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: if ok with police + Fire ok with Building

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6-16-11  
Date

Ami Kelly  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 17, 2011

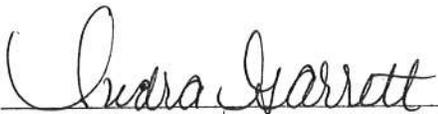
STATE OF COLORADO     )  
COUNTY OF LAS ANIMAS ) SS  
CITY OF TRINIDAD         )

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, Mt. Carmel Health, Wellness and Community Center, 911 Robinson Avenue, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 911 Robinson Avenue, Trinidad, Colorado, on July 16, 2011 and July 17, 2011, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 9th day June, 2011.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 9th day of June, 2011.

CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

(SEAL)

ITEM NO. 8d

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Retail liquor store license renewal request by Opera House Wine & Spirits, LLC  
d/b/a Tire Shop Wine & Spirits at 601 W. Main Street

**REQUEST  
MADE BY:** Opera House Wine & Spirits, LLC

**CONTENTS/  
COMMENTS:** Renewal application  
Departmental reports  
Fees have been paid

ITEM NO. 8d

**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  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)  
 Individual  
 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    Fein Number  
*Opera House Wine & Spirits, LLC*    ~~XXXXXXXXXX~~

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
*Tire Shop Wine & Spirits*    *42-82946*    *719 846 6200*

3. Address of Premises (specify exact location of premises)  
*601 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  
*Same*    *Same*    *Same*    *Same*

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  
*Tire Shop Wine & Spirits*    *42-82946*    *Off Premise*    *7/13/11*

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 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 type="checkbox"/>	Tavern License (City) .....
			2011	<input type="checkbox"/>	Tavern License (County) .....
			2012	<input type="checkbox"/>	Manager Registration - Tavern .....
			2020	<input 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 .....

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)				TOTAL	
Cash Fund Transfer License 2310-100 (999)				\$	

## 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).

<b>6.</b> 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 <input type="checkbox"/> <input checked="" type="checkbox"/>								
<b>7.</b> 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.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>								
<b>8.</b> 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"/>								
<b>9.</b> 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"/>								
<b>10.</b> 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"/>								
<b>11.</b> 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:33%; padding: 2px;">Landlord <i>Ad Kisson Family Assoc</i></td> <td style="width:33%; padding: 2px;">Tenant <i>Opera House Wine &amp; Spirits</i></td> <td style="width:33%; padding: 2px;">Expires <i>5/31/15</i></td> </tr> </table>	Landlord <i>Ad Kisson Family Assoc</i>	Tenant <i>Opera House Wine &amp; Spirits</i>	Expires <i>5/31/15</i>	LLC					
Landlord <i>Ad Kisson Family Assoc</i>	Tenant <i>Opera House Wine &amp; Spirits</i>	Expires <i>5/31/15</i>							
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)									
<b>12.</b> 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:20%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:25%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 40px;"><i>NA</i></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	<i>NA</i>				
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST						
<i>NA</i>									
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.									
<b>13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises</b> Has a local ordinance or resolution authorizing optional premises been adopted?	Yes No <input type="checkbox"/> <input type="checkbox"/>								
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)									
<b>14. Liquor Licensed Drug Store applicants, answer the following:</b> (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 <input type="checkbox"/> <input type="checkbox"/>								
<b>15. Club Liquor License applicants answer the following and attach:</b> (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?	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
<b>16. Brew-Pub License or Vintner Restaurant Applicants answer the following:</b> (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes No <input type="checkbox"/> <input type="checkbox"/>								
<b>17a. Name of Manager (for all on-premises applicants)</b> _____ (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 _____								
<b>17b.</b> 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 <input type="checkbox"/> <input type="checkbox"/>								
<b>18. Tax Distraint Information.</b> 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 <input type="checkbox"/> <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*
Michelle Miles	[REDACTED] Trinidad CO 81082	[REDACTED]	Owner	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 Incorpor.     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: Michelle Miles Title: Owner Date: 6/9/11

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

Date application filed with local authority: 6/9/11      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 <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

6/14/11

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

Applicant: Opera House Wine & Spirits, LLC

dba: Tire Shop Wine & Spirits

Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Inspected ok by Capt Sattin

6-16-11  
Date

  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 16, 2011

6/14/11

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

Applicant: Opera House Wine & Spirits, LLC

dba: Tire Shop Wine & Spirits

Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE:

June 21, 2011, 7:00 p.m.

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Keep back doors clear

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6-16-11  
Date

Shirley Kelley  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 16, 2011

6/14/2011

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

Applicant's Name: Opera House Wine & Spirits, LLC

DBA: Tire Shop Wine & Spirits

Business Address: 601 W. Main Street

Type of License: Retail Liquor Store

Renewal     Transfer     Change of Location     New     Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 21, 2011, 7:00 p.m.

\*\*\*\*\*

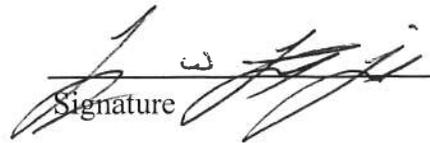
**DEPARTMENT REVIEW**

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

6-15-11  
Date

  
Signature

**RETURN TO THE CITY CLERK'S OFFICE BEFORE:** June 16, 2011

ITEM NO. 8e

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Consideration of request by Sara Ferguson and Kim Krisco for a ¾”  
extraterritorial residential water tap

**REQUEST  
MADE BY:** Sara Ferguson and Kim Krisco

**CONTENTS/  
COMMENTS:** Memo from Supt. Fernandez dated 5/20/11  
Correspondence from the applicants dated 5/12/11  
Water tap application and agreement

ITEM NO. 8e

# M E M O

TO: Ed Gil de Rubio, City Manager  
Jennie Garduno, Mayor  
Members of City Council

FROM: James Fernandez, Utilities Superintendent 

DATE: May 20, 2011

RE: Ferguson/Krisco Extraterritorial Water Tap Request

Ms. Sara Ferguson and Mr. Kim Krisco have requested a ¾" residential extraterritorial water tap to service a proposed greenhouse building, and the intent to service a future home to be located at 13600 County Road 21.6, Weston, CO.

Fees proposed for this water tap include a Rural Plant Investment Fee, \$3,150; Water Tap Charge, \$300; Water Rights Acquisition Fee, \$2,500, and fees associated with the meter components. The paperwork necessary for the water tap has been received and reviewed. It is my recommendation that the water tap be granted.



Sara Ferguson

Box 842  
Trinidad, Colorado 81082

---

May 12, 2011

*Re:* Application for Water Tap

We are applying for a city water tap on our property located at 13600 County Road 21.6, Weston. It is about two miles north of CO Highway 12. We have attached the completed and notarized application along with the other items on your checklist:

- ✓ Copy of our Proof of Ownership (deed of trust)
- ✓ Copy of our Las Animas County Building Permit
- ✓ Letter of Approval from the County Planner
- ✓ Drawing of the Lot Plan
- ✓ Copy of our Permit for Individual Sewage Disposal System (septic system)

**As you are likely aware, the City of Trinidad water main is routed directly across our property paralleling County Road 21.6. Our two neighbors to the north have city water taps and our closet neighbor to the south also has a city water tap as well. There is precedence for granting this permit.**

We are long time residents of Trinidad and Las Animas County, and actively participate in the community in many ways. We have waited a long time to build on our property on our North Fork and respectfully request that you approve our application.

We can provide a key to our gate upon request. Please keep us informed regarding our request and let us know when the city council will take up our application. You can reach me at HOME – 719-859-4303, CELL – 719-859-4302, or via eMAIL at [saraferguson1@msn.com](mailto:saraferguson1@msn.com).

Thank you.

  
Sara Ferguson

  
Kim Krisco

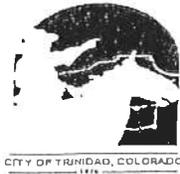


*Hara Zenguson / Kim Knier*  
859-4303

## **CHECKLIST FOR WATER TAP APPLICATIONS**

- 1) PROOF OF OWNERSHIP: Deed to property with legal description
- 2) COPY OF BUILDING PERMIT: Las Animas County
- 3) LETTER OF APPROVAL FROM COUNTY PLANNER
- 4) SURVEY PLAT OR DRAWING
- 5) COPY OF INDIVIDUAL DISPOSAL SYSTEM PERMIT: SIGNED
- 6) SIGNED AND NOTARIZED WATER TAP APPLICATION
- 7) RIGHT-OF-WAY EASEMENTS IF APPLICABLE
- 8) PAYMENT OF APPROPRIATE FEES, FOLLOWING CITY COUNCIL APPROVAL

\$6,265<sup>00</sup>



## CITY OF TRINIDAD WATER TAP REQUEST FORM APPLICATION AND AGREEMENT

I (We), the undersigned, owner(s) of record of the land described herein, do hereby consent and agree to abide by and to adhere to all the requirements of the applicable Code of Ordinances of the City of Trinidad and more specifically, and in accordance with the provisions of Chapter 12, of the City of Trinidad Code of Ordinances as amended, in return for the provision of water service by the City of Trinidad as follows:

### Requirements

#### 1) *TITLE:*

Prior to the approval by the City of Trinidad for a water tap or taps, the applicant must submit documents from the Las Animas County Government stating that compliance has been met with all:

- a) Zoning and Planning Regulations
- b) Land Use Regulations
- c) Subdivision Regulations
- d) State (Colorado Department of Health) Regulations for individual or public wastewater disposal systems

#### 2) *EASEMENTS/RIGHTS OF WAY:*

The applicant must provide to the City of Trinidad copies of all acquired easements and rights-of-way necessary for the installation of the applicant's water service line. In no case will a water tap be granted on a city water main if there is not full and complete legal access from the water main to the applicant's development site.

#### 3) *SURVEY PLAT/DRAWINGS:*

The applicant shall provide to the city a copy of the legal survey of land area which is requested to receive the water tap. In the event the property has not been recently surveyed, the applicant shall submit a drawing of the proposed development site which is in conformance to the current recorded deed for the land.

#### 4) *PAYMENT OF FEES:*

The applicant will be required to pay the Plant Investment Fee (PIF), Water Rights Acquisition Fee and other related charges for the water tap according to the size (diameter) requested as established by Chapter 12 of the City Code of Ordinances.

#### 5) *ANNEXATION:*

The applicant agrees to apply for or consent to the annexation of the land, or any portion thereof, described herein, when such land becomes eligible for annexation pursuant to the provisions of Part 1, Article 12, of Title 31, C.R.S. The term "to apply for or consent to the annexation" as used herein includes, without limitation:

- a) the signing of a petition to annex the land to the City without an election within ten (10) days after request by the city;
- b) voting for annexation if the land or any part thereof is included in an area proposed to be annexed to the city in proceedings requiring an annexation election; and

6) **WATER TAP AND LAND INFORMATION:** (Complete a - f, in addition to signatures)

- a. Name of parties requesting tap SARA FERGUSON AND KIM KRISCO
- b. Physical Address of tap 13600 COUNTY ROAD 21.6, WESTON 81091
- c. Legal Description of property NORTH FORK RANCH PHASE 5 - LOT 32  
CONT - 39.70 ACES M/L LOCATED IN PT-N2-11-38-68
- d. Size of Tap Requested (Circle One) 3/4" 1" 1 1/2" 2" Other \_\_\_\_\_
- |                                 |                                     |                          |                          |                          |
|---------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
|                                 | Single Family                       | Multi-Family             | Commercial Industrial    | Other                    |
| e. Proposed Use of Land and Tap | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- f. Number of Dwellings, Buildings, or Structures 1 \_\_\_\_\_

Agreed to this 12 day of MAY, 2011, by the undersigned on behalf of the applicant by the owner(s) of record.



Sara Ferguson  
Kim Krisko

The foregoing instrument was acknowledged before me this 12 day of MAY, 2011, by Sara Ferguson & Kim Krisko in the State of Colorado and County of Las Animas.

My Commission expires: **My Commission Expires 3/17/2013**

Marilyn J. Bevsek  
(Notary Public)

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned on behalf of the City of Trinidad by the Utilities Superintendent subject to the approval by City Council and the recording of said action by the City Clerk.

ATTEST:

\_\_\_\_\_  
Utilities Superintendent

\_\_\_\_\_  
Audra Garrett, City Clerk

ITEM NO. 8f

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** First reading of an ordinance of the City of Trinidad, Colorado, amending an addition to the International Residential Code, 2009 Edition, pertaining to carbon monoxide alarm requirements, and setting a hearing date for consideration of said ordinance

**REQUEST  
MADE BY:** Glenn Davis

**CONTENTS/  
COMMENTS:** Ordinance

ITEM NO. 8f

CITY OF TRINIDAD, COLORADO

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, AMENDING AN ADDITION TO THE *INTERNATIONAL RESIDENTIAL CODE*, 2009 EDITION, PERTAINING TO CARBON MONOXIDE ALARM REQUIREMENTS

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, provides that "[t]he City shall have all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter."; and

WHEREAS, § 31-15-601 *et seq.*, C.R.S., confers upon the City general powers to establish building and fire safety regulations; and

WHEREAS, by Ordinance No 1913, the City Council of the City of Trinidad, Colorado, adopted by reference the 2009 Edition of the *International Residential Code* to establish minimum requirements to safeguard the public health, safety, and general welfare from fire and other hazards attributed to the built environment; and

WHEREAS, the City Council herein desires to amend an addition to the *International Residential Code* pertaining to carbon monoxide alarm requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, THAT:

**Section 1. Amendment of Chapter 5 ("BUILDINGS"), Article 1 ("International Codes"), § 5-2(2)(l) of the Code of the City of Trinidad, Colorado.** Chapter 5 ("BUILDINGS"), Article 1 ("International Codes"), § 5-2(2)(l) of the Code of the City of Trinidad, Colorado, pertaining to the International Residential Code's carbon monoxide alarm requirements, is hereby amended as follows (dashes through words indicate deletions from existing ordinance language):

**Section 5-2. International Residential Code.**

\* \* \*

- (l) Add an exception to **IRC § 315.2, Where required in existing buildings**, as follows:

**Exception:** Work involving the exterior surfaces of dwelling units, such as the replacement of roofing or siding, ~~the addition or replacement of windows or doors,~~ or the addition of a porch or deck, is exempt from the requirements of this Section.

**Section 6. Effective Date.** This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_; READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FINALLY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TRINIDAD, COLORADO

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

ATTEST:

By: \_\_\_\_\_  
AUDRA GARRETT, City Clerk

ITEM NO. 8g

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON June 21, 2011

**ITEM:** Approval of Statement of Work for support of the Colorado Welcome Center

**REQUEST  
MADE BY:** Colorado Office of Economic Development and International Trade

**CONTENTS/  
COMMENTS:** Statement of Work

ITEM NO. 8g

**STATE OF COLORADO**  
**Office of Economic Development and International Trade–Colorado Tourism Office**  
**Contract**  
**with**  
**City of Trinidad**

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**1. PARTIES**

This Contract (hereinafter called “Contract”) is entered into by and between the City of Trinidad (hereinafter called “Contractor”), and the STATE OF COLORADO acting by and through the Office of Economic Development and International Trade - Colorado Tourism Office (hereinafter called the “State” or “OEDIT-CTO”). Contractor and the State hereby agree to the following terms and conditions.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this MOU exists as the Colorado Tourism Office has been created in the Office of the Governor (24-49.7-103, C.R.S.) and the Board of Directors of the Colorado Tourism Office (the “Board”) is empowered to expend funds for the planning, advertising, promotion, assistance, and development of tourism and travel industries in the state (24-49.7-104, C.R.S.) Funds have been budgeted, appropriated and otherwise made available pursuant to 24-49.7-107, C.R.S., which exempts the Colorado Tourism Office from the provisions of the State “Procurement Code” (24-101-101 through 24-101-112, C.R.S.); and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

**C. Purpose**

The State requires the operation of the State Welcome Center as described in the Statement of Work. The contractor will continue to assist the State in operations and management of the Trinidad Welcome Center.

**D. References**

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Budget**

“Budget” means the budget for the Work described in **Exhibit A.**

**B. Contract**

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**C. Contract Funds**

“Contract Funds” means funds available for payment by the State to Contractor pursuant to this Contract.

**D. Evaluation**

“Evaluation” means the process of examining Contractor’s Work and rating it based on criteria established in **§6** and **Exhibit A.**

**E. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work).

**Goods**

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

**F. Party or Parties**

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

**G. Review**

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit A.**

**H. Services**

“Services” means the required services to be performed by Contractor pursuant to this Contract.

**I. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

**J. Work**

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A.**, including the performance of the Services and delivery of the Goods.

**K. Work Product**

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2011. This Contract shall terminate on June 30, 2012 unless sooner terminated or further extended as specified elsewhere herein.

## **6. STATEMENT OF WORK**

### **A. Completion**

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2012. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

### **B. Goods and Services**

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

### **C. Employees**

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

## **7. PAYMENTS TO CONTRACTOR**

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

### **A. Maximum Amount**

The maximum amount payable under this Contract to Contractor by the State is \$62,278, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in **Exhibit A**.

#### **i. Advance, Interim and Final Payments**

Any advance payment allowed under this Contract or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

#### **ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### **iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

#### **iv. Erroneous Payments**

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other

appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**B. Use of Funds**

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

**A. Performance, Progress, Personnel, and Funds**

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in Exhibit A.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OEDIT-CTO.

**C. Noncompliance**

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

**D. Subcontracts**

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

**9. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

**A. Confidentiality**

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

**B. Notification**

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

**12. REPRESENTATIONS AND WARRANTIES**

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

**A. Standard and Manner of Performance**

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

**B. Legal Authority – Contractor Signatory**

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

**13. INSURANCE**

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

**A. Contractor**

**i. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

**ii. Non-Public Entities**

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

**B. Contractors - Subcontractors**

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

**ii. General Liability**

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, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

**iii. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**iv. Additional Insured**

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

**v. Primacy of Coverage**

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything

to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## **15. REMEDIES**

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

### **A. Termination for Cause and/or Breach**

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### **i. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

#### **ii. Payments**

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

#### **iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

### **B. Early Termination in the Public Interest**

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

#### **i. Method and Content**

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

#### **ii. Obligations and Rights**

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Contract is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

**v. Intellectual Property**

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Al White, CTO Director
Colorado Tourism Office

1625 Broadway
Suite 2700
Denver, CO 80202
al.white@state.co.us

**B. Contractor:**

Gil de Rubio, Trinidad City Manager
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
ed.gilderubio@historicttrinidad.com

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor’s obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §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.

Contractor’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor’s performance shall be part of the normal contract administration process and Contractor’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor’s obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the OEDIT-CTO, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment

protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subcontracts**

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification**

Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, 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, CRS §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.

### **G. Jurisdiction and Venue**

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **i. By the Parties**

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

#### **ii. By Operation of Law**

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

### **I. Order of Precedence**

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those

provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Contract,
- iii. Exhibit A,

**J. Severability**

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

**K. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

**M. Third Party Beneficiaries**

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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## **21. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all Contracts except where noted in italics.

### **A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

### **B. 2. FUND AVAILABILITY. CRS §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.

### **C. 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, CRS §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.

### **D. 4. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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.

### **E. 5. COMPLIANCE WITH LAW.**

Contractor 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.

### **F. 6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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.

### **G. 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.

### **H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §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 CRS §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.

**K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §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]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract 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 Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor 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 CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Contractor, 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 CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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**22. SIGNATURE PAGE**

Contract Routing Number

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>CONTRACTOR</b> City of Trinidad</p> <p>By: Gil de Rubio Title: Manager, City of Trinidad</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Office of Economic Development and International Trade Colorado Tourism Office</p> <p>_____</p> <p style="text-align: center;">By: Al White, Director Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
**David J. McDermott, CPA**

By: \_\_\_\_\_

Kyle McDonald, Controller, Office of Economic Development and International Trade

Date: \_\_\_\_\_

## **EXHIBIT A – STATEMENT OF WORK**

### **1. GENERAL DESCRIPTION**

The contractor shall operate as a State of Colorado Welcome Center, as referred to as, “CWCT” and offer customer service and Colorado travel information to visitors.

### **2. DEFINITIONS**

The State of Colorado Welcome Center is defined as the building located at:

309 Nevada Avenue

Trinidad, Colorado, 81082

Visitors are defined as any person(s) stopping at CWCT.

### **3. CONTRACTOR’S OBLIGATIONS**

- a) CWCT will recruit, select and employ a Welcome Center Manager (WC Manager) and any staff necessary to operate the Welcome Center as CWCT’s employees. The Colorado Tourism Director shall have the right to approve the employees CWCT has selected as manager and staff to perform work as outlined in “this Exhibit A”. If work is performed unsatisfactorily by any CWCT employee during the term of “this Exhibit A”, the State may require that CWCT take appropriate corrective action or require CWCT to select different employee(s) to perform the work. The State may have the right to approve CWCT’s selection before a new Welcome Center employee’s work begins. The State shall have the right to closely monitor CWCT’s performance and to require the submission of monthly reports in the manner and form directed by the State;
- b) CWCT shall recruit, select, supervise and appropriately recognize the efforts of volunteers necessary to operate the Welcome Center;
- c) The WC Manager will hold at least six meetings for the volunteer travel counselors per year, presenting CTO updates and offering opportunities to the travel industry to make presentations to the travel counselors. The WC Manager shall provide documentation of such meetings to the CTO.
- d) The WC Manager will maintain the Welcome Center property in good condition, keeping the premises accessible and clean;
- e) The WC Manager will communicate with the CWC Program Manager concerning any building closings or emergency situations;
- f) The WC Manager will obtain written approval from the Director of the CTO to use the Welcome Center facilities for any purpose other than standard operations, i.e. non-CTO sponsored surveys and activities;
- g) CWCT will provide all utilities, liability insurance for the Premises and Workers Compensation Insurance for the employees of the WC and shall provide the State with a certificate of insurance;
- h) The WC Manager shall submit to the Welcome Center Program Manager the monthly visitation (domestic and foreign) reports, recorded email opt-ins, origination reports, goals reports, updates on activities with staff and volunteers and any special promotion inventory by noon on the twenty-ninth day of each month, unless other arrangements are specified in advance;
- i) On a quarterly basis, the WC manager will offer hospitality and state tourism attractions training for Welcome Center staff and volunteer travel counselors by working with the communities of Colorado and shall provide documentation of such training to the Program Manager of the CTO;

- j) The WC manager will provide official CWC training to all travel counselors. At least once a year, the manager will provide training to travel counselors by traveling to the pre-approved designated travel region for a study tour. At least once a year, the manager will provide classroom instruction with DVD's on customer service, Welcome Center operations and state travel regions;
- k) The WC manager will conduct training sessions at least once a year and as necessary for travel counselors on the official state travel resources, including the Official State Vacation Guide, [www.Colorado.com](http://www.Colorado.com), and the Official State Map;
- l) The WC manager will submit an annual brochure inventory to the Program Manager by December first of each year;
- m) The WC manager will submit quarterly the brochure contact lists to the Program Manager;
- n) The WC manager will attend and participate in all Welcome Center Manager's Meetings, Welcome Center promotional programs, attend the "CTO Day at the Capitol," TIAC Reception, the "Discover Colorado" Tourism Rally, and the annual Colorado Governor's Tourism Conference unless prior notice is provided and agreed upon;
- o) The CWCT, WC manager, staff and volunteers will interact with travelers in such a way as to provide information on events, attractions, activities and accommodations throughout the state without bias to any community, organization, association or business. This is not intended to prohibit the CWCT from providing information on local and regional events, attractions, activities and accommodations;
- p) The CWCT, WC manager, staff and volunteers will operate the Welcome Center from 8:00 A.M. until 6:00 P.M. during the summer season (beginning Memorial Day weekend in May through Labor Day) and from 8:00 A.M. until 5:00 P.M. during the winter season (the Tuesday after Labor Day through the Friday before Memorial Day weekend in May); unless circumstances do not allow and prior notice is provided and agreed upon.
- q) The CWCT will display a large wall state map at the Welcome Center provided by the State;
- r) The CWCT will prohibit advertising displays, signs, or posters, solicitations or sales transactions of any kind on those portions of the Premises used for Welcome Center operations; unless approved by the Colorado Tourism Office, such as those for the "Transparency Program";
- s) The CWCT will comply with the CWC Brochure Distribution Guidelines by maintaining a minimum of 90 percent of the required brochures listed in the policy as "Required Brochures for Display at a Colorado Welcome Center." Obtain State approval of all brochures and pamphlets prior to display or distribution. State approval will be based on the brochure distribution guidelines contained in the Managers Operation Manual for the Colorado Welcome Center Program. This is not intended to prevent or prohibit the CWCT from displaying any brochures or pamphlets in an area reserved by the CWCT for information on local events, attractions, activities and accommodations;
- t) If applicable, the CWCT will use existing state-owned furnishings and equipment for Welcome Center operations and report annually to the state on the condition and status of such furnishings and equipment;
- u) The CWCT and the WC manager will comply with the policy and procedures contained in the "Manager's Operations Manual."

- v) The CWCT will participate fully in an annual assessment of Colorado Welcome Center services and operations and implement assessment findings and suggestions. The CWCT and the CWC Program Manager will work together to develop an implementation plan and timeline.
- w) The CWCT or the WC manager will contact the CTO for approval before releasing any information to the media on subject matter pertaining to the Welcome Centers or the CTO.

#### **Measurables**

- 1. Visitation goal: minimum of 70,500 recorded visitors
- 2. Minimum number of Volunteer Travel Counselors: 47
- 3. Minimum number of group Volunteer Training Sessions: 4
- 4. Minimum number of Opt in e-mails: 2,000
- 5. Minimum number of study tours conducted: 1
- 6. Training for every new travel councilor

#### **4. PERSONNEL**

Tara Marshall – CWCT Manager  
Carol Patrick – CWCT Assistant Manager

##### **4.1. Responsible Administrator**

Contractor's performance hereunder shall be under the direct supervision of Tara Marshall, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Contract.

##### **4.2 Replacement**

Contractor shall immediately notify the State if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Contractor wishes to replace its Key Personnel, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Contract in part reliance on Contractor's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with the Notices and Representatives provisions of this Contract.

#### **5. ACCEPTANCE CRITERIA**

- 1. Monthly reports that contain assessment implementation plans and progress updates related to annual assessment findings when applicable
- 2. Monthly Domestic and Foreign Visitation Report
- 3. Monthly Opt in email Report
- 4. Monthly Origination Report
- 5. Monthly Goals Progress Report
- 6. Monthly written update on center activities with staff and or community
- 7. Monthly special promotion inventory (when applicable)
- 8. Quarterly Brochure Contact List
- 9. Submit Annually Brochure Inventory

**5. PAYMENTS**

Payments shall be made in accordance with the provisions set forth in the Contract and this **Exhibit A** and are scheduled as follows:

The State, in consideration for the services to be provided by the CWCT during the term of this SOW, shall pay the CWCT upon receipt and approval of invoices from the CWCT summarizing personnel, volunteer training and enhancement, travel, and major categories of operating and capital outlay expenses incurred for the operation of the Welcome Center. CWCT should request payment at least quarterly and no more frequently than monthly.

A letter requesting reimbursement payments for expenditures to operate a CWC for a specific period of time should be sent to the CWC Program Manager. This letter should be accompanied with copies of all invoices, including backup documentation. These can be mailed or sent electronically.

**6. ADMINISTRATIVE REQUIREMENTS**

**7.1. Accounting**

**7.1.1.** At all times from the Effective Date of this Contract until completion of the Work, Contractor shall maintain properly segregated books of State Contract Funds, matching funds, and other funds associated with the Work.

**7.1.2.** All receipts and expenditures associated with the Work shall be documented in a detailed and specific manner, and shall accord with the Budget set forth herein.

**7.1.3.** Contractor shall make and maintain accounting and financial books and records documenting its performance under the Contract in a form consistent with good accounting practices.

**7. BUDGET**

**7.1. Contract Funds**

Welcome Center Salary and Benefits	\$29,834
Welcome Center Operations	\$23,944
Volunteer Enhancement	\$7,000
Travel	\$1,500
<b>Total</b>	<b>\$62,278</b>

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Exhibit B-1

Exhibit C-1