CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, April 1, 2014 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

***** PROCLAMATION – "Week of the Young Child" – April 6 – 12, 2014*****

1) **ROLL CALL**

2) **APPROVAL OF MINUTES,** Special and Regular Meeting of March 18, 2014 & Special Meeting of March 25,2 014

3) **PUBLIC HEARING**

   a) New hotel and restaurant liquor license application filed by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street

4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**

5) **COUNCIL REPORTS**

6) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**

7) **UNFINISHED BUSINESS**

   a) Public hearing for consideration of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses

      i) Second reading of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses

   b) First reading of an ordinance adjusting the City of Trinidad landfill rates, and setting a hearing for consideration of said ordinance

8) **MISCELLANEOUS BUSINESS**

   a) Hotel and restaurant liquor license renewal request by Bella Luna, LLC d/b/a Bella Luna Pizzeria at 121 W. Main Street

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

   c) Special event permit request (malt, vinous and spirituous) by Trinidad State Junior College Educational Foundation, Scott Gymnasium, 600 Prospect Street, for April 26, 2014

   d) First reading of an ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination, and setting a hearing for consideration of said ordinance

   e) Work Agreement with THK for the Trail & Greenway Master Plan

   f) Consideration of contract for the Trinidad Downtown Improvements - Commercial Street Phase II Project

   g) Consideration of Water Lease Agreement between the Bar NI Ranch and the City of Trinidad

   h) Consideration of a lease agreement for property adjacent to the City's Wastewater Reclamation Plant

Office of the Mayor

Trinidad, Colorado

Proclamation

"WEEK OF THE YOUNG CHILD"
April 6 – 12, 2014

WHEREAS, Las Animas County Early Childhood Agencies (Huerfano-Las Animas (HuLA) Counties Early Childhood Advisory Council, South Central Council of Government Early Learning Center, RMSER Head Start, A World of Discovery, Kiddy Korner, Trinidad School District #1, Hoehne School, Primero School, Branson School, Kim School, Children First Resource & Referral, Spanish Peaks Behavioral Health and Southern Colorado Developmental Disabilities Services) in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 6 through April 12, 2014; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, state, and nation, these groups hope to improve the quality and availability of such services; and

WHEREAS, high-quality early childhood services represent a worthy commitment to our children's future; and

WHEREAS, these vital services provide the building blocks necessary to form a strong and healthy educational foundation for our community and country.

NOW, THEREFORE, I, JOSEPH A. REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO, ON BEHALF OF THE TRINIDAD CITY COUNCIL do hereby proclaim April 6 - 12, 2014, as:

"WEEK OF THE YOUNG CHILD"

in the City of Trinidad, Colorado, and encourage all citizens to support and recognize the needs of young children in our community and the organizations who provide early childhood services to these children.

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

Mayor _____

Date _____

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, March 18, 2014, at 6:00 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, March 18, 2014, at 6:00 p.m. in the Council Chambers at City Hall

The following item is on file for consideration of City Council:

1) Executive session – For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding potential litigation; ARPA litigation update

The meeting was called to order at 6:00 p.m.

Roll call was taken.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	City Manager	Acre
	City Clerk	Garrett

The pledge of allegiance was recited.

Executive session - For a conference with the City's attorney (outside counsel) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding potential litigation; ARPA litigation update. A motion to enter into executive session for the stated purposes was made by Councilmember Miles. Councilmember Bolton seconded the motion. City Manager Acre clarified that the only discussion to be had would be regarding ARPA as Marni Kloster Nathan was unable to address Council, nor was a representative from CIRSA. He said it would be on next agenda. Upon roll call vote the motion carried unanimously. The executive session ensued at 6:01 p.m. Attorney Dixie Newnam was present and outside legal counsel participated in the executive session via a conference call. Upon conclusion of executive session at 6:40 p.m., the special meeting resumed.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 18th day of March, 2014, was permissible under CRS Section 24-6-402 (4)(b).

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

Les S. Downs
City Attorney

There being no further business, Councilmember Bolton moved to adjourn the special meeting and Councilmember Bonato seconded the motion. Pursuant to a unanimous roll call vote, the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, March 18, 2014, at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Special and Regular Meeting of March 4, 2014. A motion to approve the minutes as presented was made by Councilmember Bolton and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Economic Development. Marsha Royse addressed Council as Chair of the Las Animas County Economic Development Board. She acknowledged that Council has been working on incentives for new businesses and said she has been bombarded in the Economic Development office by business inquiries of that nature. She told Council that the sooner they are able to establish incentives the better we will be. City Manager Acre said he will bring this matter to Council at their ensuing work session.

Dog Park. Ed Fernandez addressed Council concerning building a dog park in town. Mr. Fernandez complained that both parks have dog feces everywhere you look. People use the parks as a toilet for their dogs, not to mention people's yards. Parks are where children play and people eat. He asked what they think tourists' impressions are. He asked if there's an ordinance that requires people who take their dogs to the parks to have a poop scoop or doggie bags. City Attorney Downs said there is not one. Mayor Reorda advised that the City provides bags at all of the parks. Mr. Fernandez said he walks through Kit Carson Park almost every day and he's never seen any. City employee Bill Beaty said there were some by the big rock on the top of the park. Mayor Reorda said the City can provide the stuff for the owners but we don't have time to make sure everyone who brings their dog to the park picks up after their dog. The City does make an attempt to keep the parks clean. Mr. Fernandez said it doesn't look that way. He suggested that Code Enforcement and the Police Department contact people walking their dogs to see if they are in compliance. Mayor Reorda said the City will work on the issue. Mr. Fernandez concluded by asking Council to consider building a dog park so people can take their dogs there to walk and to socialize like is done in other cities. He said it will make Trinidad a cleaner and safer place to live.

Accomplishments. Lee Hadaway, Union President, City worker, business owner and concerned citizen, addressed Council. He said it is almost the end of the first quarter – in two weeks the first quarter will be done. He said he knows Council has had Colorado Municipal League giving them direction and teaching them to be the best Council they can be. One thing they might have lacked stressing on was how much Council is accountable for what happens in this City and doesn't happen in this City. He continued that is his point right now – the first quarter is over and not a lot has been accomplished. Mr. Hadaway said he had high hopes with the new Council coming in but said they are kind of falling short. He recalled them having ran for office on the position of accountability. He told them that someone will hold them accountable just like he is held accountable in his job. Mr. Hadaway handed out a list entitled 'Things NOT Accomplished by Trinidad City Council – 3/18/2014.' He read from the list that the rates at the landfill have not been raised; there was a vote scheduled for January 21st but there were issues with the ordinance so Council tabled it. He said he hasn't heard anything about it since. Next he said they haven't leased the scale at the landfill although a deal had been set up in November, it was never finalized. The southern annexation was looked into in spring, 2013 – over a year ago. Mr. Hadaway said those are three things that would bring money into this town. He reminded that the City workers narrowly avoided furloughs and the longer those things take the closer they are getting to them again. Mr. Hadaway continued that a Public Works Director and Utilities Superintendent have not been hired. He said we haven't had a Public Works Director since February, 2013 and Jim Fernandez retired as Utilities Superintendent in October, 2013 but due to health reasons was out six months prior to retiring. Also he said they haven't built a new shop and staging area for the Parks Department at Central Park which had been discussed and tentatively approved in November. He said the winter time would have been a good time for that department to move because of the lessened workload; however with summer coming up they are going to get very busy. The financial reports to the union were last received for November, 2013 on January 21, 2014 and he said he needs to get them to their Economic Advisor in the Washington office. With regard to economic development, he said businesses can ask for incentives but Economic Development doesn't have the money so the City will have to come up with them. He asked whether the City is in or out of ARPA and/or if the rates can be reduced because no one knows what is going on with that. He suggested they should have a tour of the City facilities for the new Council members. The last one done was in September and he thought it should be done. Mr. Hadaway then referenced the list of things that have been accomplished and identified raising the water and sewer rates, passing medical marijuana and goal setting. He stated that goals are not worth a dang if you don't meet them at some point. He questioned where the City employees are in these 40 goals. Councilmember Miles told Mr. Hadaway that one of the goals she personally raised was to improve relations with the union. She noted that three-fourths of the other things he named were discussed in their work session. Mr. Hadaway requested a timeline for when these things will be done.

COUNCIL REPORTS. Councilmembers Bonato, Torres and Bolton had nothing to report.

Councilmember Miles reported on her attendance at the Philanthropy Phair at the A. R. Mitchell Museum this past weekend. She said she saw Councilmembers Bonato and Mattie there as well. She told Council that the event was very well attended. There were about 50 booths and she said she was surprised at the number of organizations she wasn't aware of.

There were over 100 people who attended in addition to the 50 manning the booths. There was a lot of community interest. She thanked Tara Marshall, Phil Rico and Tom and Linda Perry for organizing the event.

Councilmember Fletcher told Council that she attended her first Parks and Recreation Advisory Committee meeting last night. They are working on finalizing the Master Plan which hasn't been presented since 2007. It is in the final stages and they are anxious to get on to more action oriented items.

Councilmember Mattie stated that he spent time at the Philanthropy Phair and was encouraged to see Trinidad's best putting their best foot forward. There were a lot of smiling faces with eager optimism touting the assets they have to offer our community. He said he thought it should be something every citizen should emulate, particularly citizen responsibility, such as picking up after your dog. It was a good practice run for the Philanthropy Days to be held in September. He continued that yesterday he visited with a City Parks Department employee. That employee told him that they report for duty at the Community Center where the time clock is located then drive their personal vehicles to where the work trucks and equipment are located. If there are eight people and it takes 15 minutes to clock in and retrieve their work truck, that is two hours of wasted time in transit a day. He expressed liability concerns with the employees traveling in their personal vehicles while on duty. That employee also told him that for a nominal investment there was a plan approved by Parks Foreman Bonato, Superintendent Esquibel and City Manager Acre in October to make an office at Central Park for the Parks employees. The equipment, trucks, etc. could all be located there. He said it is bad that there was no action taken on it. The employee was well intended in suggesting Council should do something. We tabled another open-ended venture. Finally, Councilmember Mattie said he was approached by John Pearce, the Administrator of Holy Trinity Church. The church has been there almost as long as Trinidad has existed and from recent earthquakes the steeple has suffered some heavy damage. Mr. Pearce told him that the church sought a grant to help with reclamation. He sent out letters asking for letters of support from community groups and had purposefully made a direct request to Mayor Reorda. Councilmember Mattie said that last Friday Mr. Pearce came to him saying he needed the letter. When asked why he didn't ask earlier, he explained that he asked for one from the Mayor. Councilmember Mattie told Mr. Pearce to speak with the City Manager and at the same time told the City Manager to expect a call from Mr. Pearce and if he didn't hear from him to contract him. City Manager Acre spoke to Mr. Pearce and delegated the responsibility to Planning Director Fineberg. He stated that he saw Mr. Pearce today and asked him how the letter worked and was told he didn't get it. He explained that Louis Fineberg's secretary contacted him on the specifics of the grant but by that time it was too late. Councilmember Mattie said we should be a better job of this. We need to build partnerships and work with whoever however to make good things happen. He reminded Council of his Uncle Joe Garbo's dream of signs on the north and south ends of the City which read "Trinidad – where people work together to make good things happen." He said the City dropped the ball. All they asked for was a letter of support. He was told the reason Mr. Pearce came to him was that when he asked Mayor Reorda, the Mayor unloaded on him regarding a church matter. He said it is unfortunate that we allow personal agendas to get in the way. Mayor Reorda declined to comment on the matter. Councilmember Bonato said regarding the situation with the Parks Department, he too had a call about the time clock's location. He reminded that he has brought this matter up before. The Parks Department doesn't have a home and he said he agrees with Councilmember Mattie's comments. It is important to give them a home. It will save a lot of time and taxpayers' money. Councilmember Bolton said this issue about moving the Parks Department to Central Park didn't sound familiar to her. She asked if it was brought to Council. City Manager Acre said it was included on the list of Capital Improvement Projects. It is about a $20,000 item. Mayor Reorda said this was the first he had heard of the idea. Councilmember Bolton said that it being just a line item in the CIP budget is not sufficient. Councilmember Fletcher added that once we've been made aware of the use of personal vehicles there are liability issues and it bears some attention fairly soon. Mayor Reorda commented that nothing will be put on the back burner starting now. To him, things are on the back burner. People are working and getting no credit for it. It is time to move.

REPORTS BY CITY MANAGER. Joint Meeting. City Manager Acre told Council that he spoke to the County Administrator regarding holding a joint meeting and asked Council if April 8th would work for them at 10:00 a.m. at the Courthouse Commissioners' Chambers. He said among the topics of discussion will be Economic Development and the CNG (Compressed Natural Gas) fueling stations. Council agreed to the date.

CNG Fueling Station. City Manager Acre advised Council that he, Tara Marshall and Planning Director Fineberg have met with County Commissioner Mack Louden and County Administrator LeAnn Fabec and representatives of Pioneer Natural Resources, who have been working on a CNG fueling station with COG for over a year. It looks like there is funding that will be coming available through the Colorado Energy Office. The funding will be put out through RFPs to vendors to have stations. The group has been contacted by three entities interested in putting in CNG fueling stations in Trinidad. The City was contacted by one company who is seriously considering the venture. The state is trying to complete a strategic grid of CNG stations across the state. Trinidad is one of the holes in the network to be able to go cross-country using CNG fuel. It is kind of key in that strategic planning. He said he thinks the RFP for the grants will come out sometime in April. We are providing information on where our gas lines are and their size and pressure. He said they think it will be good for the economy because they will eventually need a garage to service the vehicles which he understands requires a specialized building, and there is the potential for someone to get in the business of doing the conversion on the vehicles.

Southwest Chief. City Manager Acre reported that he went to Denver recently to the Southwest Chief Colorado Rail Meeting. He said he believes the Bill got out of the Appropriations Committee last week with minor amendments. Commissioner Pace in Pueblo County is pushing for funding on the long Bill to set aside Colorado's portion of the funding for initial repairs to the rail.

Interbasin Compact Committee Meeting. Council was advised by City Manager Acre that he attended the Interbasin Compact Committee Meeting last week. The Arkansas Basin Roundtable is working on the Colorado Water Plan which the Governor has asked the Roundtables to put together. There will be some meetings coming up probably in May in Trinidad to get input from the various stakeholders.

Parking Lot. City Manager Acre informed Council that he has spoken with David Hadad about leasing the parking lot Mr. Hadad owns at Commercial and Cedar Streets. Mr. Hadad is open to a proposal.

Archery Club. Council was reminded by City Manager Acre of the request from Fisher's Peak Archery Club to use the Hughes Lumber building temporarily. Building Inspector Chris Kelley met with the group about minor repairs and upgrades and they have put together a lease. He said it can be taken care of on a staff level. There are some improvements to be made to the building and the club will have insurance and be required to take care of the building and the lot. He reiterated that the arrangement is temporary but it puts the building to use and the club is anxious to have a place to do target practice.

Power outage. City Manager Acre stated that he and the County Administrator, Sheriff, and Police Chief are scheduled to meet to talk about electrical generator issues at the Justice Center. They may have to cut the power to the building temporarily to repair a cylinoid. There was another issue with the power and generator over the weekend whereby it is not coming back up on line quickly enough.

Sewer backup. City Manager Acre told Council that the work to mitigate the sewer backup into the Picketwire Ditch is complete. Staff is taking soil samples and providing the ditch company with the results for confirmation.

Assistant Welcome Center Director. City Manager Acre deferred to Welcome Center Director Tara Marshall to introduce her new assistant. Ms. Marshall introduced David Torres to Council as the new Assistant Welcome Center Director. She stated that Mr. Torres was born in Trinidad, moved to Denver, obtained his Bachelors and Masters from the University of Colorado in Boulder and was a school teacher, coordinator and vice principal. He moved back to Trinidad and has been here now for several years. He was a volunteer at the Welcome Center for the past year and has already shown leadership and a passion for what we do. David Torres told Council that it is great to be here and that he is excited about working at the Welcome Center. He concluded that he hopes to be a good ambassador of the City and the State.

Gaming. City Manager Acre said he has a call into Colorado Municipal League regarding the gaming efforts in Colorado. CML is working to get him information. He said he will call the City Manager in Dubuque to find out who the group is and get contact information.

Mass Casualty Exercise. City Manager Acre told Council that they may see emergency vehicles on Sunday afternoon at the Fair Grounds as the Fire Department, Police Department, Sheriff's Office, and Trinidad Ambulance Service will be participating in a mass casualty exercise. He advised that he would be observing.

Parking Lot. Councilmember Miles asked if the parking lot lease with Mr. Hadad would result in a City expense or a merchant expense. City Manager Acre answered that it would be a City expense just as the other lots in town are. Councilmember Miles stated that she supported that.

Building Codes. Councilmember Miles asked if the DOLA expert will be at the next work session to discuss building codes. City Manager Acre said he'd try to get him here. Councilmember Miles stated that she share's some of Mr. Hadaway's urgency. Building codes are critical to economic development and to the City. She added that she doesn't know how the City can steer itself forward. We've gone close to a year without an Economic Development Director. She asked when those discussions will happen. City Manager Acre said they will talk about it at their meeting on April 8th. Councilmember Miles recalled having talked about the County visiting with Economic Development and spending time with the board back in November. She said she'd like available dates. City Manager Acre said that Economic Development will be at the joint work session with the County (on April 8th). Marsha Royse from Economic Development will give an update. Marsha Royse said ED is having an audit done right now. There hadn't been one done since 2007. They have done a lot of housecleaning. They have been told that they can apply for a grant from the Colorado Office of Economic Development to help them with a Director. ED needs a professional director who is seasoned. Councilmember Bolton echoed Councilmember Miles's urgency on the building code issues.

REPORTS BY CITY ATTORNEY. Medical Marijuana. City Attorney Downs advised Council that the City has begun passing out medical marijuana applications and conditional use permit applications. So far we have received back ten conditional use permit applications. April 23rd will be the first day a person may apply for a license. He said staff is trying to do everything they can to lend certainty to the process. When people come in on April 23rd, we are letting people know what, if anything can be a fatal defect that would cause their application to be rejected. He said that staff anticipates there to be more applications. The filing fee will be a minimum of $7,000 locally. Councilmember Bolton asked for an electronic copy of the application packet. Councilmember Mattie said since last Friday there have been a number of questions that have come up. With five positions and the number of applicants, he said he's been asked what consideration is being given to local applicants. Is that a fair consideration? City Attorney Downs answered that there can be no preference given to a local applicant. The only way that is remotely fair is to consider applications on a first come first served basis. City employees will make up one application; one is a business owner; three applications are from one family. No matter what, staff will get accusations of favoritism. Applicants have to be Colorado residents and have to pass the muster. They must have their business formed, such as corporation, sole proprietor, partnership, etc. The individuals will have to pass a background check. Mayor Reorda asked Council to direct people with questions to the City Attorney or the City Clerk. Councilmember Mattie advised that he told this person to call the City Attorney, but noted that it isn't wrong to have better personal knowledge. City Attorney Downs said if this were happening in the metro area, people from the industry would be coming to him and telling him what the process is. Here they are coming to him for advice and he cannot help them. He added that if Council hears he is not being helpful it is because he can only go so far. Councilmember Bonato said as he understands it the license applications will be accepted on April 23rd but they have to be approved by the Planning & Zoning Commission first. He suggested that each application may take an hour and the Commission may not be able to do all of them on one night. He asked what time the meeting will begin. City Attorney Downs said it will start at 5:30 p.m. He added that the Commission will be holding a work session on April 8th to cover these issues. Chairman Davis will know what will be required of them. They will hear one at a time and go until they are done. The main criteria is that the proposed location is 1,000 feet from a school and that it is not in an area deemed to have spot zoning. The applicant must cooperate with the code officials or the conditional use permit will be pulled. Councilmember Bonato asked if the April 8th meeting will be a daytime meeting. City Attorney Downs said it is a regularly scheduled meeting that will begin at 5:30 p.m. to go over procedures. Councilmember Bolton clarified that the Planning Commission will only be reviewing the

conditional use permits and not the medical marijuana license applications. She said regarding the issue of how Council will select applicants, they will first have to see how many can get through the application process. There are ten out there but we may only get five that pass through all of the ranks. City Attorney Downs said there are a lot of plans that don't have places and we may get quite a few more. Councilmember Mattie said the early thought was not so much first come first served, rather first qualified. City Attorney Downs said in terms of the first five, provided no one has a fatal defect those first five will go to Council. If there is a fatal defect, number six would move up. If they move all the way through, Council will have five medical marijuana hearings. Council is the final decider. If they get to Council and the answer is no, then no one within 1,000 feet of that application can apply for a license for two years. Councilmember Miles corrected that it is only if they are denied based on location. Councilmember Bonato asked about the college. City Attorney Downs said that college wasn't included in the City's definition of school. He reminded however that there is a school that meets at the Zion Lutheran Church near the college. Councilmember Miles said she's heard interest from people wanting to grow at Industrial Park and export to other areas in Colorado. She asked if there can be an amendment to this ordinance to allow for that. City Attorney Downs said if you have a medical marijuana facility you must have at least one cultivation permit or license. They are allowed more than one. The medical marijuana code permits cultivation. Councilmember Miles expressed interest in getting the Industrial Park full and funding an Economic Development Director. She said there's a subset of people interested in cultivating who have no interest in selling it in Trinidad. She asked what the City needs to do to allow that. City Attorney Downs said they first have to go to their City Clerk where the store is located and get the off-premises permit. Councilmember Miles asked if our ordinance contemplates this arrangement. City Attorney Downs said he believes it would permit it however for medical marijuana only. He said he understands there is a huge demand right now for grow properties for retail. Councilmember Miles said she realizes the City has a moratorium on retail until June, 2014, but would like to keep this on the front burner. There might be resistance to retail sales but she said she doesn't see the harm in retail cultivation. City Attorney Downs said Council may have to adopt an entire retail ordinance to allow that and have a moratorium on everything else. He further suggested that the people who are granted the five licenses will want to convert to retail as soon as possible. Most are doing the medical marijuana licensees in hopes of being in the retail game as well. Councilmember Miles asked how the balance of Council felt about it. Councilmember Mattie questioned where the tax money would go. City Attorney Downs said he'd have to get back to him on that. Councilmember Miles reiterated that she wants Economic Development to take off and fill the Industrial Park.

UNFINISHED BUSINESS. None.

MISCELLANEOUS BUSINESS. Tavern liquor license renewal request by Lumber Jacks Bar & Grill, LLC d/b/a Lumber Jacks Bar & Grill at 1133 N. Linden Avenue. Michael Tyler was present on behalf of the applicant. Councilmember Bonato made a motion to approve the tavern renewal and the motion was seconded by Councilmember Bolton. Upon roll call vote the motion carried unanimously.

Hotel and restaurant liquor license renewal request by Brix, Inc. d/b/a Brix at 231 E. Main Street. Joey Salazar was present on behalf of Brix. A motion to approve the license renewal was made by Councilmember Fletcher and Councilmember Bolton seconded the motion. Roll call was taken and the motion carried unanimously.

Special events permit application (malt, vinous and spirituous) filed by The Kiwanis Club of Trinidad, Colorado, at 206 N. Animas Street for April 5, 2014 (Peacock Ball). Brian Blasi was present on behalf of The Kiwanis Club. Councilmember Bolton moved for the approval of the special events permit and Councilmember Fletcher seconded the motion. The motion carried by a unanimous roll call vote.

Consideration of Water Lease Agreement between the Torres Trout Hatchery/Ken Torres and the City of Trinidad. City Manager Acre told Council that this is a renewal of a lease currently in place. There is a request by the State to enter into longer leases for augmentation. He reminded Council that they heard their first long-term water lease agreement request from Wall of Legends. Mr. Torres is working on getting his own augmentation sources in place. He wants to convert his lease to a 15-year lease. The City will be charging more for the leased water and will be looking at it every five years. Either party can get out of the lease. Mr. Torres needs to pay the additional attorney's fees. Mayor Reorda asked if Council is to approve the agreement without knowing whether he will get augmentation water. City Manager Acre answered that the City's is augmentation water while he is working to get another source. Councilmember Miles asked how the cost of $1,000 per acre foot was determined. City Manager Acre said he and the City's water attorney, Jeff Kahn, and the City's water engineer looked at the going rates for water leases. Councilmember Miles asked if the City is picking up the $2,000 in fees. City Manager Acre said Mr. Torres will reimburse the City and it is about $1,600. Councilmember Bolton confirmed that there are still funds due to the City and that they need to be paid before Council allows the execution of this lease. City Manager Acre said the Mayor will not sign the agreement until Mr. Torres brings us a check. This agreement is important to him as he moves through water court. Councilmember Bonato noted the presence of Mr. Torres's brother, Manuel, if they have questions. City Manager Acre told Council that staff recommends approval of the agreement and reiterated that the Mayor will not sign it until the City is paid. Councilmember Bolton made a motion to allow the Mayor to execute the Water Lease Agreement between the Torres Trout Hatchery/Ken Torres and the City upon full payment of funds to the City. Councilmember Fletcher seconded the motion which carried unanimously upon roll call vote.

Authorize Mayor to execute letter of support for the State Historical Fund grant application for the Trinidad Power & Light Building Rehabilitation (Hughes Lumber at 127 Plum Street). Mayor Reorda called for this item to be removed from the agenda. City Manager Acre explained that staff sent a draft of the grant application to the State Historical Society to get their comments. They suggested that since the City is still working on construction documents, it would be a more competitive grant if we wait for additional information as to the proposed use of the building. Staff decided to wait until the next grant round. A motion to remove this item from the agenda was made by Councilmember Bolton and seconded by Councilmember Bonato. Roll call was taken on the motion and carried unanimously.

First reading of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses, and setting a hearing date for consideration of said ordinance. The ordinance was introduced by Councilmember Bolton and then read aloud in its entirety. A motion to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on April 1, 2014, was made by

Councilmember Bolton. The motion was seconded by Councilmember Torres and carried by a unanimous roll call vote.

ORDINANCE NO.

AN ORDINANCE CORRECTING THE ARTICLE NUMBER IDENTIFIED IN ORDINANCE NO. 1955, WHICH ESTABLISHED REGULATIONS AND LICENSING REQUIREMENTS FOR MEDICAL MARIJUANA BUSINESSES

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

PAYROLL, March 15, 2014 through March 28, 2014. A motion to approve the payroll was made by Councilmember Bolton and seconded by Councilmember Bonato. Roll call was taken and the motion carried unanimously.

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

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, March 25, 2014, at 1:00 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, March 25, 2014, at 1:00 p.m. in the Council Chambers at City Hall

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

1) Executive session – For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding potential litigation

2) Approval of Boulevard Addition property acquisitions

The meeting was called to order at 1:00 p.m.

Roll call was taken.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett
Absent:	Councilmember	Torres

Executive session - For a conference with the City's attorney (outside counsel) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding potential litigation. A motion to enter into executive session for the stated purposes was made by Councilmember Bolton. Councilmember Bonato seconded the motion. Upon roll call vote the motion carried unanimously. The executive session ensued at 1:04 p.m. Outside legal counsel Marni Nathan Kloster participated in the executive session via a conference call. Upon conclusion of executive session at 1:55 p.m., Councilmember Bolton moved to resume the special meeting and Councilmember Bonato seconded the motion. The special meeting resumed upon a unanimous roll call vote.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 25th day of March, 2014, was permissible under CRS Section 24-6-402 (4)(b).

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

Les S. Downs
City Attorney

Approval of Boulevard Addition property acquisitions. Planning Director Fineberg addressed Council. He advised them that the City has a closing for the Boulevard Addition properties scheduled for this Thursday. He explained that several of the City's due diligence documents are expiring at the end of March. Therefore the arrangement the City has worked out with GOCO is that the City will conduct the closing and issue the checks for payment; thereafter GOCO will reimburse the City. There will be three checks issued in the amounts identified in the Council Communication to the three property owners. Planning Director Fineberg further explained that this is for the portion of the Boulevard Addition that is within City limits. There is a portion outside of City limits. That portion outside of City limits will close on a separate date. Councilmember Mattie asked if the portion outside of City limits is owned by a fourth party. Planning Director Fineberg answered that it is owned by one of the three, Charles Milosevich. Councilmember Miles confirmed that to be the 10 to 12 acres identified in the Council Communication. Planning Director Fineberg further explained that the City applied for grant money to purchase the Boulevard Addition based on an initial appraisal the City acquired which turned out to be higher than the final appraisal, so the City had additional money left over. GOCO agreed to allow the City to use that additional money to buy additional land since we are working on extending the Riverwalk up to Trinidad Lake State Park. It is a floating amount that will allow for the purchase of approximately 10 to 12 acres. Councilmember Miles asked if a sale price has been discussed. Planning Director Fineberg answered that the City had an appraisal done and it is based on the appraised value which was different for each property. Upon inquiry he said it averaged $6,000 per acre. The land out of the City limits appraised at approximately $7,000 per acre. Councilmember Miles deduced the additional land will cost between $70,000 to $90,000. Councilmember Bolton made a motion to approve the purchase of the property for the Boulevard Addition. Councilmember Bonato asked staff to find out if there is money available for flood control, explaining his concern for the potential for flooding of the area because of Raton Creek. Planning Director Fineberg said he hasn't been able to locate any funding yet. He said he asked GOCO in particular. The bottom line is that the Army Corp. of Engineers

feels the flood control we have is sufficient. They have jetty jacks in place as part of their flood control design. Those cannot be removed, primarily because the cost to replace them with modern structures is exorbitant. Councilmember Bonato said his understand is there was money from the State since the flooding occurred up north. If the City gets in contact with the right people he thought they could help the City with flood control. He said he'd rather see flood control in place rather than the City's planned improvements getting lost with flooding down Raton Creek. It is important staff looks into this. Mayor Reorda asked if he thinks the Corp. of Engineers has taken this into consideration. Planning Director Fineberg said that Councilmember Bonato is correct in that there is still a flood danger because Raton Creek joins the Purgatoire River below the dam. Councilmember Fletcher said the last flood was in 1955. Councilmember Bonato said flooding has affected Starkville. City Manager Acre said staff will continue to look into it, but thought that most of the money from last summer for flooding was available to rebuild the losses from those floods. Councilmember Miles seconded the motion, which upon roll call vote carried unanimously.

There being no further business, Councilmember Bolton moved to adjourn the special meeting and Councilmember Bonato seconded the motion. Pursuant to a unanimous roll call vote, the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

3

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 28

SUBJECT: PUBLIC HEARING - New hotel and restaurant liquor license application filed by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street

PRESENTER: Ristras Restaurant and Cantina, LLC

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

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

Council may take up to 30 days to render a decision.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The complete application packet is provided for the hearing, including the investigative report.
- The tentative neighborhood boundary has been identified as the corporate City limits of Trinidad.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.

3

City of Trinidad, Colorado
1876

INVESTIGATIVE REPORT

Applicant:	Ristras Restaurant and Cantina, LLC
Business Name:	Ristras Restaurant and Cantina
Business Address:	516 E. Elm Street
Date of Application:	February 12, 2014
Date Application Filed with Local Authority:	February 18, 2014
Type of Request:	New License
Type of License:	Hotel and Restaurant
Hearing Date:	Tuesday, February 1, 2014, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents:	Liquor License Application - Form #DR8404 Operating Agreement Certificate of Good Standing Articles of Organization Diagram of Premises Lease Agreement Individual History Records-Form #DR8404-I Letters of Reference Fingerprints
City Documents:	Notice of Public Hearing Certificate of Mailing Proof Publication on 8/30/13 Certificate of Posting Departmental Reports Correspondence to Applicant Neighborhood Boundary Map

STATE AND LOCAL FEES -

State Fees:	Investigation	$1,125.00
	License	500.00
	Total	$1,625.00

Local Fees:	Investigation	$ 625.00
	License	75.00
	Total	$ 700.00

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

LETTERS OF REFERENCE -

Letters of reference for Elizabeth Torres received from:

Christine Marques, Trinidad, CO
Belinda Tregellas, Trinidad, CO
Karen Griego, Trinidad, CO

Letters of reference for Reuben Torres received from:

Merlen & Maryon Hatter, Trinidad, CO
Dereck Medina, Trinidad, CO
Edward Martinez, Trinidad, CO

Letters of reference for Reuben Torres, Jr., received from:

Cresta Beitman, Trinidad, CO
Jennifer Sanchez Mason, Pueblo West, CO
Victor Gutierrez, Trinidad, CO

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

FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 2/18/14. Results have been received for Reuben Torres, Jr. and Reuben Torres (Sr.) however not for Elizabeth Torres. Results are consistent with the information disclosed on the Individual History Record.

LEASE AGREEMENT -

The lease agreement is between Howard Lackey and David Stafford, landlord, and Ristras Restaurant and Cantina, LLC, tenant. The term extends from November 1, 2013 through October 31, 2016.

DIAGRAM OF PREMISES -

The diagram identifies the proposed premises, which is a ground level facility. It identifies the dining areas, kitchen, banquet room, enclosed outdoor patio areas, and bar area as well as access points. Alcohol is proposed to be served throughout the entire proposed premise, including the outdoor enclosed patio areas.

SALES TAX LICENSE -

Sales Tax License #27803327-0000 was verified.

FOOD SERVICE LICENSE -

A copy of the food service license was provided.

NOTICE OF HEARING -

Mailed to applicant – 2/21/14.
Published – 3/7/14.
Posted on the premises – 3/6/14.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard conducted his inspection on 2/24/2014. He reported only minor violations.

Building Inspector Chris Kelley conducted his inspection also on 2/25/2014. He indicated approval.

The Police Department reported having no issues with the application on 2/24/2014.

CORRESPONDENCE TO APPLICANT -

A letter dated 2/21/2011 was sent to Ristras Restaurant and Cantina, 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.

ZONING –

The proposed premise is zoned Community Commercial.

SCHOOL DISTANCES –

There is a 500-foot limitation from a school for a Tavern license type specifically. While the limitation does not exist for a Hotel and Restaurant license, information is provided for informational purposes only. The nearest school property is Goal Academy which is 1,176.18 feet from the nearest point of this property.

LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

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

There are forty (40) licensed outlets within the City limit boundary. Of the forty (40) licensed premises, thirteen (13) are licensed as Hotel and Restaurants.
The outlets are:

3.2% - Off	J. R.'S Fuel Stop #810	731 E. Main Street
	J. R.'S #811	110 E. Colorado Avenue
	Safeway Store #722	457 W. Main Street
	Wal-Mart #962	2921 Toupal Drive
	Count: 4	
3.2% - On Premises	Creative Sale, Inc.	700 Smith Street
	Count: 1	
Club	Elks, BPOE	120 S. Maple
	Count: 1	
Hotel/Rest.	Black Jack's Saloon & Steakhouse	225 W. Main Street
	Chef Liu's Restaurant	1423 Santa Fe Trail
	Mission at the Bell Restaurant	134 W. Main Street
	Quality Inn	3125 Toupal Drive
	Rino's Restaurant	400 E. Main Street
	Wonderful House Restaurant	415 University Street
	Bella Luna Pizzeria	121 W. Main Street
	Trinidad Holiday Inn	3130 Santa Fe Trail Drive
	Main St. Tap House	308 W. Main Street

	Brix	231 E. Main Street
	Café What a Grind	341 N. Commercial Street
	Krackalack Sports Grill	416 University Street
Hotel/Rest w/Op Premises	Clubhouse Grille, The	1415 Nolan Dr.
	Count: 13	
Liquor Store	Drop City Liquor	155 Elm Street
	Main Street Liquors	803 E. Main Street
	Mountain Liquor	1144 Robinson
	Santa Fe Trail Hops & Vines	1530 Santa Fe Trail
	Tire Shop Wine & Spirits	601 W. Main Street
	Trinidad Beer, Liquor & Wine Depot	111 E. Kansas Avenue
	Arizona Liquor	847 Arizona Avenue
	RJ's Discount Liquor	2132 Freedom Road
	Count: 8	
Tavern	Great Wall	321 State Street
	El Rancho Cafe	1901 Santa Fe Trail
	Gino's Sports Bar	991 E. Main Street
	JuJo's Pub and Dance Hall	125 N. Chestnut Street
	Lumber Jacks Bar & Grill	1133 N. Linden Ave.
	Mantelli's	137 W. Main Street
	Monte Cristo Bar	124 Santa Fe Trail
	The Park	608 Arizona Avenue
	Trinidad Lanes, LLC	823 Van Buren
	Ole's Tavern	2833 Toupal Drive
	Count: 10	
Arts	Southern Colorado Repertory Theatre	131 W. Main Street
	Count: 1	
Beer and Wine	Mt. Carmel Health, Wellness & Community Center	911 Robinson Avenue
	Lees' Bar B-Q	1133 North Linden Avenue
	Count: 2	

A disclosure statements is provided by Councilmember Michelle Miles.

Dated this 24th day of March, 2014.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 24th day of March, 2014, I mailed a copy of the Investigative Report, by Certified Mail, to:

Ristras Restaurant and Cantina, LLC
d/b/a Ristras Restaurant and Cantina
516 E. Elm Street
Trinidad, CO 81082
Certified Mail # 7012 3050 0000 2305 4721

Audra Garrett

Audra Garrett, City Clerk

DR 8404 (05/07/09) Page 1
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER CO 80261

21

DEPARTMENT USE ONLY

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
Ristras Restaurant & Cantina LLC		[redacted]
2a. Trade Name of Establishment (DBA)	State Sales Tax No.	Business Telephone
Ristras Restaurant and Cantina	27803327-0000	719·845·8226

3. Address of Premises (specify exact location of premises)
516 E. Elm Street

City	County	State	ZIP Code
TRINIDAD	Las Animas	CO.	81082

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
516 E Elm St	TRINIDAD	CO.	81082

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

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

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES
2300	☐ Application Fee for New License	$1,025.00
2302	☒ Application Fee for New License - w/Concurrent Review	$1,125 00
2310	☐ Application Fee for Transfer	$1,025.00

LIAB	SECTION B	LIQUOR LICENSE FEES
1905	☐ Retail Gaming Tavern License (City)	$500.00
1906	☐ Retail Gaming Tavern License (County)	$500.00
1940	☐ Retail Liquor Store License (City)	$227.50
1941	☐ Retail Liquor Store License (County)	$312.50
1950	☐ Liquor Licensed Drugstore (City)	$227.50
1951	☐ Liquor Licensed Drugstore (County)	$312.50
1960	☐ Beer and Wine License (City)	$351.25
1961	☐ Beer and Wine License (County)	$436.25
1970	☒ Hotel and Restaurant License (City)	$500.00
1971	☐ Hotel and Restaurant License (County)	$500.00
1975	☐ Brew Pub License (City)	$750.00
1976	☐ Brew Pub License (County)	$750.00
1980	☐ Hotel and Restaurant License w/opt premises (City)	$500.00
1981	☐ Hotel and Restaurant License w/opt premises (County)	$500.00
1983	☐ Manager Registration - H & R	$ 75.00

LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
1985	☐ Resort Complex License (City)	$500.00
1986	☐ Resort Complex License (County)	$500.00
1988	☐ Add Related Facility to Resort Complex	$ 75.00 X____Total ___
1990	☐ Club License (City)	$308.75
1991	☐ Club License (County)	$308.75
2010	☐ Tavern License (City)	$500.00
2011	☐ Tavern License (County)	$500.00
2012	☐ Manager Registration - Tavern	$ 75.00
2020	☐ Arts License (City)	$308.75
2021	☐ Arts License (County)	$308.75
2030	☐ Racetrack License (City)	$500.00
2031	☐ Racetrack License (County)	$500.00
2040	☐ Optional Premises License (City)	$500.00
2041	☐ Optional Premises License (County)	$500.00
2045	☐ Vintners Restaurant License (City)	$750.00
2046	☐ Vintners Restaurant License (County)	$750.00
2220	☐ Add Optional Premises to H & R	$100.00 X____Total ___
2370	☐ Master File Location Fee	$ 25.00 X____Total ___
2375	☐ 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 FROM	License Issued Through (Expiration Date) TO

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

Cash Fund New License	Cash Fund Transfer License	TOTAL
2300-100 (999)	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 ☐

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

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

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

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

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

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

Landlord	Tenant	Expires
Howard Lackey / David Stafford	Kistras Restaurant & Cantina LLC	10/3/2016

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

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
N/A			

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

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises**
   Has a local ordinance or resolution authorizing optional premises been adopted? Yes ☐ No ☒

Number of separate Optional Premises areas requested. _____ (See License Fee Chart)

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

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

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

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

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

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

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Elizabeth Torres	[redacted] St Trinidad Co	[redacted]	partner	34%
Reuben Torres	[redacted] Trinidad Co	[redacted]	partner	33%
Reuben Torres Jr.	[redacted] TRINIDAD Co	[redacted]	partner	33%

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

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

Additional Documents to be submitted by type of entity

☐ **CORPORATION** ☐ Cert. of Incorp. ☐ Cert. of Good Standing (if more than 2 yrs. old) ☐ Cert. of Auth. (if a foreign corp.)

☐ **PARTNERSHIP** ☐ Partnership Agreement (General or Limited) ☐ Husband and Wife partnership (no written agreement)

☒ **LIMITED LIABILITY COMPANY** ☐ Articles of Organization ☐ Cert. of Authority (if foreign company) ☐ Operating Agrmt.

☐ **ASSOCIATION OR OTHER** Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)	Address for Service

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Title	Date
Elizabeth Torres	Owner/partner	2.12.2014

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

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.
Rec 2/12/14 filed 2/18/14	4/1/14

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 ≈ 3/5/14

☐ Upon approval of state licensing authority.

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

Local Licensing Authority for	Telephone Number	☐ TOWN, CITY ☐ COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

LIMITED LIABILITY COMPANY

RISTRAS RESTAURANT AND CANTINA LLC

46-1632285

OPERATING AGREEMENT

Colorado Limited Liability Company (Classified for Federal Tax Purposes as a Partnership.)

RISTRAS RESTAURANT AND CANTINA LLC is organized as a Limited Liability Company pursuant to the provisions of the Colorado Limited Liability Act.

RISTRAS RESTAURANT AND CANTINA LLC is authorized under the Articles of Organization to engage in any and all business and activity permitted by the laws of the State of Colorado. RISTRAS RESTAURANT AND CANTINA LLC has ~~2~~ Members. 3 W. ATRT

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the Members affirm in writing their association as a limited liability company in accordance with the following provisions:

Article I

Formation, Name, Office and Purposes

Section 1.1 Names. The name of the LLC shall be called RISTRAS RESTAURANT AND CANTINA LLC.

Section 1.2 Offices. The principal place of business shall be 516 ELM ST. TRINIDAD, CO. 81082 until changed by agreement of the Members, but the LLC may own property and transact business in any and all other places as may from time to time be agreed upon by the Members.

Section 1.3 Purpose: The purpose of the LLC shall be to Accounting/Taxes, it may also engage in any and every other kind or type of business, whether or not pertaining to the foregoing, upon which the Members may at anytime or from time to time agree.

Section 1.4 Date. RISTRAS RESTAURANT AND CANTINA LLC origination date is 11/1/13

Article II

Members Contribution

Section 2.1 Initial Capital of the Members: THIS LLC AGREEMENT ("Agreement") is made and effective as of 11/1/13 by and between the following individuals, referred to in this Agreement as the "Members":

ELIZABETH TORRES

The initial capital of the Membership shall consist of the assets and business of RISTRAS RESTAURANT AND CANTINA LLC to be contributed equally by each Member. Such contribution shall be made contemporaneously with the execution of this Agreement or as soon thereafter as possible.

Section 2.2 Terms. The Members wish to set forth, in written agreement, the terms and conditions by which they will associate themselves in the Limited Liability Company.

Section 2.3 Management: Members and Managers are not liable under a judgment, decree or order of a court or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

The names and business addresses of the initial Members are:

NAME	ADDRESS
ELIZABETH TORRES	516 ELM ST. TRINIDAD, CO. 81082

The name and address of the Registered Agent is:

ELIZABETH TORRES	516 ELM ST. TRINIDAD, CO. 81082

Vested in Managers

Section 2.3 Management A Manager that will be elected shall manage the Company. A Manager elected pursuant to this Operating Agreement shall perform his or her duties as a manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Limited Liability Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of being or having been a Manager of the Company.

The Manager may enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

Shall perform, or cause to be performed, such normal maintenance, repair, and upkeep as reasonable and prudent to protect the Company's Assets.

Shall execute or modify leases with respect to any part or all of the assets of the Company.

Shall establish and maintain a bank account in the Company name, and keep statements of income and changes in financial position.

Manager duties may be reviewed and modified from time to time during regular meetings of the Members.

Section 2.4 Limited Members. LLC Members who are not General Members are treated as Limited Members for self-employment tax purposes. Limited Members are not subject to self-employment tax on their share of the LLC income. Limited Members who receive guaranteed payments for services rendered are subject to self-employment taxes on the

guaranteed payments.

Article III

Duration of the LLC

Section 3.1 Term: The LLC shall commence as of the date of this Agreement and shall continue for a term not to exceed thirty (30) years thereafter unless terminated sooner by operation of law or by agreement between the parties.

Article IV

Books and Meeting

Section 4.1 Books: The books and records of the LLC shall be kept at the principal office of the LLC and each Member shall have access to the books and records at all reasonable times. The books will be kept on the cash basis.

Section 4.2 Meetings: The Members may act without a meeting by written consent describing the action and signed by Members who's aggregate Membership Interest is at least equal to 10%, the minimum that would be necessary to take the action at a meeting at which all Members were present.

Article V

Capital Contributions

Section 5.1 Capital Ownership: The undersigned Members agree to share in all post formation capital contributions, profits, losses and surplus of the LLC according to the percentage of their ownership. Each Member owns an undivided interest in the business and company in proportion to initial capital contributions as follows:

ELIZABETH TORRES	34 % Member/Manager (Active)
RUBEN TORRES	33 % Member/Manager (Active)
RUBEN TORRES JR	33% Member/Manager (Active)

The amount credited to the capital accounts of the Members at any time shall be such amount as set forth above, plus the Member's share of the net profits of the LLC and any additional capital contributions or loans of which each Member is at risk, and minus the Member's share of the losses of the LLC and any distributions to or withdrawals made by the Member. For all purposes of this Agreement, the LLC net profits and each Member's capital account shall be computed in accordance with generally accepted accounting principles. A separate capital account shall be maintained for each Member.

Section 5.2 Nominee: Title to the Company's Assets may be held in the name of the Company or any nominee (including any Member whose interest exceeds 10%), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

Article VI

Compensation

Section 6.1 Outside Activities: Until and unless otherwise decided by unanimous agreement of the Members, Any Member with Interest shall be expected to devote their time or attention equally to the LLC business. Each Member shall nonetheless be expected to devote such time and attention to LLC affairs as shall from time to time be determined by agreement of the Member

Section 6.2 Compensation: The Company may compensate a Member for services rendered to or on behalf of the Company. A Member's compensation may be determined with or without regard to profit or other indicators of the results of operations. Compensation paid to Members will be treated as an expense for purposes of determining profit. The Company will reimburse each Member for reasonable expenses properly incurred on the Company's behalf.

Article VII

Dissolution

Section 7.1 Resignation: A Member at any time may resign from the Company by giving written notice to the Company and the other Members at least 60 days prior to the effective date of the resignation. Should any Member wish to resign from the LLC while there is any debt outstanding such Member understands and agrees that the LLC is not required to make any distribution of the Member's share until such time as the entire outstanding debt is paid in full.

Section 7.2 Transfer of Membership: Only with the consent of all Members and Managers can a Member sell, assign, transfer, mortgage, encumber, or otherwise dispose of the whole or part of that Member's interest in the LLC, and no purchaser or other transferee shall have any rights in the LLC without unanimous approval from all Members and Managers.

Section 7.3 Selling Membership Interest: Any Member who shall be desirous of selling his share and interest in the LLC shall give the right of first refusal to purchase said share and interest in the same price as being offered by a bona-fide buyer:

A. First to the LLC, who may purchase the interest of the selling member

B. Second, to all Members other than the selling Member.

C. In the event of a sale of a Member's interest to a third party the right to transfer the Membership interest is expressly subject to the provisions of CRS 7-80-701 and 7-80-702. The right to transfer Member interest to a third party must be in writing and signed by all Members.

Section 7.4 Termination: RISTRAS RESTAURANT AND CANTINA LLC is dissolved upon the occurrence of any of the following events: (1) The period of duration is for 30 years (2) by the unanimous written agreement of all the Members; or (3) upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued Membership of a Member in the LLC. Under articles of organization, upon the withdrawal of a Member, the consent of all the remaining Members must be obtained to continue the business.

In the event of the death of a Member, then the deceased's heir or heirs shall be entitled to the beneficial interest of the deceased Member, but shall not have the right to

participate as a voting Member unless accepted as a Member by all other Members. Said heir or heirs may notify the LLC of the intention not to continue the business interest of the deceased, in which case value of the deceased's interest shall be valued and sold.

Article VIII.

Miscellaneous

Section 8.1 Amendments. At anytime deemed necessary this LLC Agreement may be amended, with additions and deletions. All amendments to this Agreement will be signed and dated by all Members.

Section 8.2 Effect Upon Successors. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives and assigns.

IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first above written date.

X Elizabeth Torres

STATE OF Colorado)
) §
COUNTY OF Las Animas)

I, Audra L Garrett, Notary Public in and for said County and State, do hereby certify that on this 18th day of February, 20 14, Elizabeth Torres, known to me to be the same person and official who executed the above and foregoing instrument, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act, pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

Audra L Garrett
Notary Public

My Commission Expires: 3/18/2015

X Ruben Torres

RUBEN TORRES

Reuben Torres

STATE OF Colorado)
) §
COUNTY OF Las Animas)

I, Sudra D Garrett, Notary Public in and for said County and State, do hereby certify that on this 18th day of February, 2014, Reuben Torres, known to me to be the same person and official who executed the above and foregoing instrument, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act, pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

Sudra D Garrett

Notary Public

My Commission Expires: 3/18/2015

X _____

RUBEN TORRES JR
Reuben Torres

STATE OF Colorado)
) §
COUNTY OF Las Animas)

I, Audra L Garrett, Notary Public in and for said County and State, do hereby certify that on this 18th day of February, 20 14,

Reuben Torres, known to me to be the same person and official who executed the above and foregoing instrument, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act, pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

Audra L Garrett
Notary Public

My Commission Expires: 3/18/2015

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,

RISTRAS RESTAURANT AND CANTINA LLC

is a **Limited Liability Company** formed or registered on 02/13/2014 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 20141098108.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2014 that have been posted, and by documents delivered to this office electronically through 02/13/2014 @ 10:07:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/13/2014 @ 10:07:43 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8763353.

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/pubs/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."

CERT GS D Revised 08 20 2008

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 02/13/2014 10:03 AM
ID Number: 20141098108

Document number: 20141098108
Amount Paid: $50.00

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

RISTRAS RESTAURANT AND CANTINA 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

516 ELM ST
(Street number and name)

Trinidad — *(City)*
CO — *(State)*
81082 — *(ZIP/Postal Code)*
(Province – if applicable)
United States — *(Country)*

Mailing address
(leave blank if same as street address)

516 ELM ST
(Street number and name or Post Office Box information)

Trinidad — *(City)*
CO — *(State)*
81082 — *(ZIP/Postal Code)*
(Province – if applicable)
United States. — *(Country)*

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

Name
(if an individual)

TORRES — *(Last)*
ELIZABETH — *(First)*
(Middle)
(Suffix)

or

(if an entity)

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

Street address

516 ELM ST
(Street number and name)

Trinidad — *(City)*
CO — *(State)*
81082 — *(ZIP Code)*

Mailing address
(leave blank if same as street address)

516 ELM ST
(Street number and name or Post Office Box information)

Trinidad (City) CO (State) 81082 (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) TORRES (Last) ELIZABETH (First) (Middle) (Suffix)

or

(if an entity)

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

Mailing address 516 ELM ST

(Street number and name or Post Office Box information)

Trinidad (City) CO (State) 81082 (ZIP/Postal Code)

(Province – if applicable) United States (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

Torres ELIZABETH
(Last) *(First)* *(Middle)* *(Suffix)*

516 ELM ST
(Street number and name or Post Office Box information)

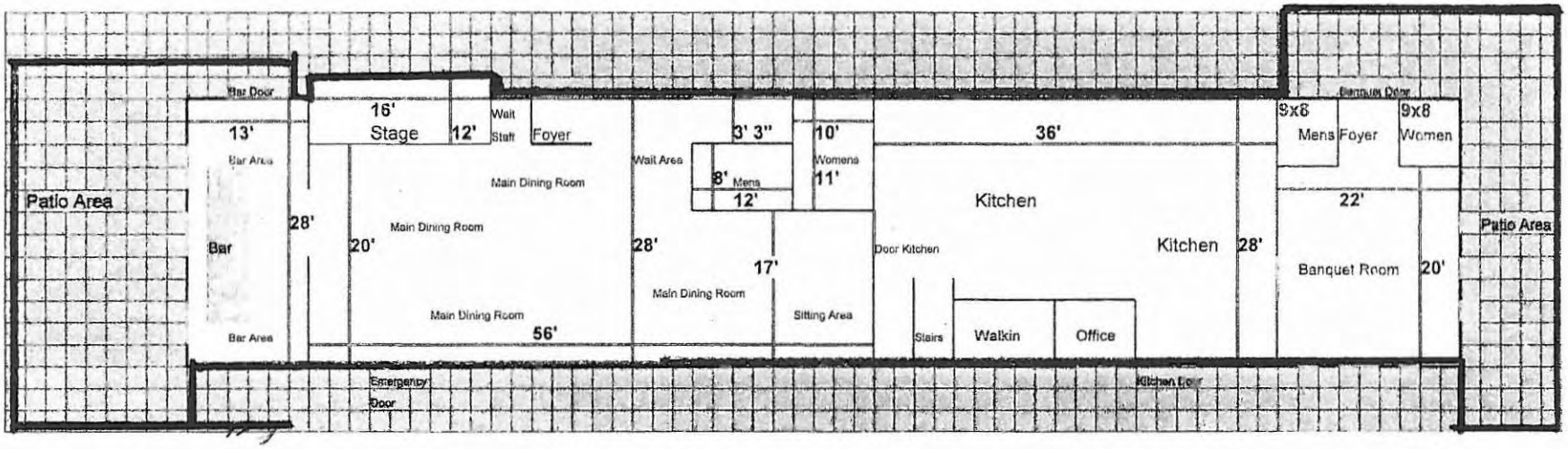
Trinidad CO 81082
(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) United States .
(Country)

(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).


Bar Door
13'
Bar Area
Patio Area
Bar
28'
Bar Area
16'
Stage
12'
Wait
Staff
Foyer
Main Dining Room
20'
Main Dining Room
Main Dining Room
56'
Emergency
Door
Wait Area
28'
3' 3"
8'
Mens
12'
10'
Womens
11'
17'
Main Dining Room
Sitting Area
36'
Kitchen
Door Kitchen
Kitchen
28'
Stairs
Walkin
Office
Kitchen Door
Banquet Door
9x8
Mens
Foyer
9x8
Women
22'
Banquet Room
20'
Patio Area

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is entered effective October 31, 2013, but made binding by the signature of the last party to sign below, by and between Howard Lackey and David Stafford, dealing with their sole and separate property (hereinafter referred to as "Landlord") and Ristras Restaurant & Cantina, LLC, a limited liability company (hereinafter referred to as "Tenant").

WHEREAS the parties have agreed on a lease by Tenant of real property and improvements owned by Landlord, on the terms and conditions set forth herein,

NOW, THEREFORE, it is agreed and covenanted as follows:

1. FORMATION AND PROPERTY DESCRIPTION

A. The Landlord hereby leases unto the Tenant, and the Tenant hereby rents from the Landlord, those certain premises and property located in Las Animas County, State of Colorado and more particularly described as follows:

Parts of Blocks 118 and 119, Original Townsite, Lots 17, 18, 19, 20 and 21 of Baca Estates, all in the City of Trinidad, County of Las Animas, State of Colorado, being located in part of the SW 1/4 NW 1/4 and part of the NW 1/4 SW 1/4 of Section 18, Township 33 South, Range 63 West of the 6th Principal Meridian and more particularly described as follows:

Beginning at the Northwest Corner of Block 118, Original Townsite, City of Trinidad, Colorado, from which said point the Northwest corner of said Section 18, Township 33 South, Range 63 West which bears North 08° 47' 29" West, 2667.16 Feet; Thence North 23° 37' 08" West, 46.26 Feet to a Point on the Northerly Line of Elm Street, the following 3 courses: 1. North 67° 51' 11" East, 258.97 feet to a point; 2. North 66° 31' 13" East, 60.85 feet to a point; 3. North 69° 20' 55" East, 291.08 feet to a point on the Centerline of Spruce Street, if said Spruce Street was projected to the Northerly line of Elm Street; Thence South 25° 33' 46" East, 171.43 feet along the Centerline of Spruce Street to a point; Thence departing the Centerline of Spruce Street, South 69° 20' 30" West, 25.11 feet to a point on the Westerly line of Spruce Street, said point being 125.00 feet from the southwest intersection of Spruce Street and Elm Street; Thence South 69' 20' 30" West, 170.24 feet to a point on the Easterly line of Lot 3, Original Townsite, said point being 125.00 feet from the South Line of Elm Street; Thence south 25° 27' 03" East, 13.33 feet to a point on the south line of the S 1/2 NW 1/4 of said Section 18; Thence North 89° 47' 46" West, 37.31 feet to a point; Thence South 69° 20' 30" West, 65.19 feet to a point on the Easterly line of Ash Street, said point being 125.00 feet southerly from the Southeast corner of the intersection of Ash Street and Elm Street; Thence south 66' 31' 13" West, 60.02 feet to a point on the Westerly line of Ash Street, said point being 125.00 feet southerly from the southwest corner of the Intersection of Ash and Elm Streets; Thence South 67' 49' 14" West, 262.40 feet to a point on the easterly line of Walnut Street, Thence North 23' 37' 18" West along the Easterly line of Walnut street, 125/00 feet to the point of beginning, excepting therefrom, all those portions of Elm Street, Spruce Street, and Ash Street as vacated by the City of Trinidad, Ordinance No. 567, together with structures and improvements situated thereon.

B. Landlord may, during the term of this lease, formally separate, and may potentially sell, a parcel from the southwest portion of the described premises. The portion separated off shall not, however, include any portion of the property with 150 feet of the main structure (former railroad depot). If such division occurs during the lease term, Tenant's lease interest shall, thereafter, be limited to the remainder of the described premises and no longer extend to the southwestern parcel separated from it, and shall be subject to a non-exclusive easement for reasonable access to the separated sub-parcel.

2. COVENANT OF TITLE

Landlord represents and warrants that Landlord is the owner of the demised premises in equitable title and that neither the lease nor the rentals payable hereunder have been assigned. Landlord further covenants and warrants that Landlord has full right and lawful authority to enter into this Agreement for the extended term of the Lease and that no consents of any nature are required for Landlord to enter into this Agreement.

3. Term and Rental

3.1 The parties both acknowledge that Landlords are actively seeking to sell the leased premises. In accordance with that goal, the terms of lease provide a right-of-first-refusal-to-purchase vested in Tenant, and other terms of potential sale, all as set forth below.

A. The term of lease shall be for thirty-six months, commencing November 1, 2013 and concluding October 31, 2016.

B. Rental payments, from Tenant to Landlord, shall all be made on or before the 1st day of the month for which they are paid. Payment and receipt shall consist of actual receipt of cash or delivery of a negotiable check to Landlord, a bank transfer of funds received by Landlord, or by such other method as the parties may hereafter mutually approve in writing.

C. The total rental for the lease term shall be Forty Two Thousand Two Hundred Dollars ($42,200.00), to be paid as follows:

- For November and December, 2013, Tenant will work on putting the building in shape, cleanup, painting, maintenance and repairs in lieu of rental payments;
- For January and February, 2014, in an effort to get the business off on a good foot, Tenant will pay $1,000.00 monthly;
- For the remaining months of 2014 and in January, February, March and April of 2005, Tenant shall pay $1,250,00 month;
- Thereafter, through the end of the lease term, for the months of January, February, March, April, November and December, the sum of $1,200.00, and for the months of May, June, July, August, September and October, the sum of $1,500.00.

4. RIGHT-OF-FIRST-REFUSAL-TO-PURCHASE

If Landlord receives an offer to purchase the premises during the term of this lease which it deems acceptable, delivery of Landlord's notice of the intention to accept the offer and of its terms to Tenant in writing shall trigger Tenant's right-of-first-refusal-to-purchase. Tenants shall then have 30 days to arrange for and meet or exceed (in Landlord's determination) in value and time of performance, the purchase offer Landlords have elected to accept. If Tenants, within that 30 days, provide Landlords notice of their intent to purchase and proof of cash available or financing approved through an accredited financial lending or mortgage institution, Landlords will sell the premise to Tenants on the terms set forth below. Landlord will not enter into any agreement during the lease term which will terminate or restrict Tenant's rights under this provision, unless Tenants decline or are unable to exercise their right to purchase within the provided period, or otherwise default or fail to purchase as set forth.

5. Effect of sale of premises during lease term

A. As long as Tenant is in compliance with these lease terms and not in default as defined in Section 12 hereof, Landlord may not enter into, approve or agree to any sale of the premises or other arrangement which restricts or diminishes Tenant's lease rights, possession and use of the premises prior to October 31, 2016, except as may be specifically set forth in this agreement.

B. Landlord may accept any purchase offer and may sell the premises subject to Tenant's lease rights at any time, and may assign any or all of Landlord's rights and interests during the lease term, which do not restrict or diminish Tenant's lease rights.

C. If Landlord elects to sell the premises following default by Tenant as defined in Section 12 hereof, Landlord may unilaterally terminate the remaining lease term, but only on the following conditions:

- Landlord must give Tenants 90 days advance notice of such termination. Tenant, following receipt of such notice, may continue to lease the premises for such portion of that 90 days as it may elect and pay the pro-rated monthly rental for. In such event, Tenant shall give Landlord two weeks advance notice of discontinuance for any month or months it does not elect to continue leasing within the last 90 days, or be liable for rent in those months.

6. PURPOSE AND USE

A. The premises are to be used and occupied by the Tenant for all lawful restaurant and bar business purposes. Tenant may also arrange for and operate other business operations Tenant may elect, which are lawful and do not result in damage to the structure or premises.

B. Tenant shall not use the premises during the term hereof contrary to the laws of the State of Colorado, or of the United States, or contrary to the Municipal Ordinances of the City of Trinidad.

C. Landlord shall retain a key to the premises during the term of this Lease, but shall not enter the premises except upon owner approval or in emergency circumstances, but owner may request, and be granted, access to the premises at any reasonable time during the lease term for inspection, maintenance and/or repairs.

7. UTILITIES

Tenant shall be responsible for arranging transfer (with which Landlord will cooperate) and shall assume and pay, beginning on the First day of November, 2013 all water, sewage, gas, electricity and other utilities for the premises, and shall hold Landlord harmless from liability therefore. Landlord shall pay all utility bills received through November 15, 2013 and tenant all bills received thereafter by either party.

8. TAXES

Landlord shall be responsible for, and shall pay, all property taxes and assessments on said premises during the term of this Lease. The Tenant shall be responsible for all business and excise taxes and for all such assessments as may be levied as a result of its business enterprise and operations. In addition, the Tenant shall be responsible for all increases in taxes which occur as a direct result of improvements Tenant elects to make to the premises, or from placing or holding of additional machinery, equipment, personal property or improvements upon the premises by Tenant.

9. Tenant has reviewed and developed a plan for cleanup and maintenance to open the restaurant and Landlord shall delivery the premises "as is" to tenant November 1, 2014. Pursuant to agreement of the parties, tenant may come onto and work on the premises at any time following execution of this Agreement and may hold such events as Tenant may elect at the premises once Tenant has a casualty insurance coverage in place as set forth herein.

10. MAINTENANCE AND UPKEEP

A. The Landlord shall be responsible for all major structural repairs (meaning roofs, walls, floors, foundations, electrical and plumbing systems to the outlets and the heating and cooling unit). The Tenant shall be responsible for all other maintenance and repairs to the premises and property, furnishings and equipment, including grounds, and landscaping during the term hereof and shall keep the leased premises and equipment in good condition and operating properly. Landlord's responsibilities to repair shall not commence unless and until ten days after written notice of structural damage or the need for structural repair shall have been given to Landlord, specifying the major structural repair needed. The obligation of Landlord to make such structural repairs shall not be construed to impose upon the Landlord any liability for damage or injury arising from the condition requiring structural repair until such time as the

Landlord has received written notice of said damage or need, permission from Tenant to go onto the premises and make such repairs, and has had a reasonable time within which to undertake and complete said repairs.

B. The responsibility of the Landlord to make major structural repairs shall not impose a duty upon the Landlord to rebuild the demised improvements or any part thereof in the event of total or substantial destruction by fire, wind, unusual or unforeseen occurrence. The duty contemplated to be hereby imposed on the Landlord shall extend only to repair or restoration of the demised premises in the event of damage reparable on a cost-effective basis or other partial destruction rendering the premises temporarily untenable. The obligation of the Landlord to carry fire insurance shall not be construed to impose any greater duty on the Landlord than is contained in this Paragraph.

C. In the event of damage to the premises, which damage it is the obligation of the Landlord to repair hereunder, and determination by Landlord not to repair or following a failure by Landlord to timely repair, then and in such event the rent due to be paid by Tenant shall abate 20 days after notice to Landlord by Tenant until Tenant can again reasonably occupy or make use of the premises following the damage and repair.

D. In the event of substantial or total destruction, Landlord shall have the right to determine whether to undertake and make the necessary repairs and/or improvements. Should Landlord give written notice to Tenant that major structural repair or restoration shall not be made by Landlord, Tenant may then, at Tenants election either:

- Declare the lease terminated effective upon delivery of written notice by Tenant to Landlord of that determination; or

- Undertake the necessary repair at Tenant's expense, subtracting as credit against the lease obligation one-half (1/2) of the total cost of said structural repair from Tenant's ongoing rental obligation as payments become due; or

- Continue to operate his business subject to the lease terms in all other respects. Should Tenant elect to continue to operate under the lease terms, there shall be no diminution in his lease obligation or other modification of lease terms occasioned by said election, except upon written agreement of the parties.

E. Tenant agrees to repair all damage to the leased premises, including the improvements, furniture and equipment, grounds and landscaping caused by Tenant's use or use by Tenant's employees, customers or invitees, other than ordinary wear and tear and the matters covered in Section 10.A hereof, and shall maintain the areas adjacent to the building in a healthy and well cared for condition. Upon surrendering possession of the premises to Landlord, Tenant will leave the premises in good condition, allowance being made for ordinary wear and tear, damage by fire, the elements or casualty, or resulting from the acts of persons other than the Lessee, his employees, guests, customers or invitees. Tenant may make such repairs to the

leased premises as Tenant deems desirable, but agrees and covenants not to permit any liens to stand against the leased premises for work done or materials furnished. Tenant may paint the interior of the building (except for exposed wood), on the leased premises in such colors as Tenant elects. Tenant shall have the exclusive right to paint, erect or authorize signs in, on or about the building and may, at any time, remove said signs or change them.

F. Tenant shall not undertake any structural change to the premises, building structure, improvements or fixtures thereto without obtaining specific advance approval by the Landlord. Landlord shall not unreasonably withhold or delay approval of proposed changes to the building structures and fixtures. All structural changes or modifications the Tenant elects to make, and Landlord approves, shall be made at Tenant's expense, and Tenant shall hold Landlord harmless therefrom.

G. Unless Tenant is in default under lease terms, Landlord shall not place or cause to be placed at the premises any "for sale" signs or other indication that the premises may be subject to or available for sale during the lease term.

11. NON-LIABILITY OF LANDLORD: INDEMNIFICATION: INSURANCE:

A. Tenant agrees to protect, indemnify, defend, hold and save Landlord harmless from and against any and all claims, demands, liability, causes of action, loss or damage of any nature whatsoever on account of property damage, personal injury or wrongful death, to any person or property, arising directly or indirectly out of, or caused by, any accident, negligence, or other acts on or in connection with the leased premises or any part thereof, any nuisance made or suffered thereon, any use or occupancy of the leased premises by Tenant or any person claiming by, through or under Tenant, or any failure of Tenant to maintain the leased premises in safe condition and in good order and repair, and Tenant shall reimburse Landlord for any attorney fees or other costs and expenses incurred in the defense of any claim relating thereto.

B. Tenant shall keep in effect during the terms of this Lease a general comprehensive liability insurance policy or policies written by licensed and reputable insurance companies authorized to conduct business within the State of Colorado, covering the leased premises in the amount of at least One Million Dollars ($1,000,000.00) for personal injury, and in the amount of at least Five Hundred Thousand Dollars ($500,000.00) for property damage. Tenant specifically agrees to pay from the proceeds of any insurance recovery, the cost of reimbursement or replacement for any assets of Landlord leased to Tenant hereunder which are damaged, destroyed, or lost under circumstances for which Tenant's premises and property coverage provides recovery. Tenant shall at all times maintain workers compensation coverage for its employees as required under the laws of the State of Colorado. Tenant shall provide proof of the existence of said insurance coverage within ten days following any request for such documentation by Landlord.

C. The Landlord may carry fire insurance coverage payable to the Landlord on the principal improvements, but may elect not to carry any contents, fire or casualty insurance upon the personal property placed thereon or allowed thereon by the Tenant. Landlord shall not, because of such insurance or lack of insurance, be liable for any damage to persons or property arising from any cause whatsoever upon the leased premises or within the leased improvements.

12. DEFAULT

A. A failure by either party to meet and comply with its obligations under this Agreement shall be deemed a default once that party has received written notice of non-compliance from the other party and failed to correct within 30 days of such notice received. If repairs reasonably require longer than 30 days to correct, no default shall result where reasonable steps to repair the premises or equipment have been initiated within the 30 day period provided, as long as such steps are expediently pursued to completion.

B. Additionally, Tenant shall be in default if delinquent by 30 days on any portion of the lease rental due, without notice provided by Landlord. This provision shall not excuse non-payment by Tenant for any period less than 30 days, but only serves to distinguish delinquency in payment from actionable default.

13. TERMINATION

A. This Agreement shall cease, determine and come to an end, at the option of Landlord, thirty days after notice in writing shall be personally served upon, or delivered to, Tenant indicating the happening of any one of the following actions, conditions, failures or omissions, unless said action, condition, failure or omission is cured before the end of the thirty day period;

- That Tenant has failed to make any or all of the payments when due and any portion of one or more of such payments is now delinquent by a period of thirty days; or

- The Tenant omits to perform or fails to perform or violates any other of the covenants and conditions of this Lease by Tenant to be performed or observed; or

- That Tenant has abandoned the premises, or if the Tenant shall fail to make reasonable efforts in light of the surrounding circumstances to keep the premises occupied and open as a commercial enterprise; or

- That a filing of execution or occurrence of a Petition in Bankruptcy by or against Tenant or any of the individuals jointly or severally identified as constituting Tenant herein, adjudication as to bankruptcy or insolvency in the bankruptcy equity sense and assignment for benefit of creditors, any Petition or other proceedings for appointment of Trustee, Receiver, Guardian or Conservator,

or the threatened taking of any portion of the leasehold created hereby, or any part thereof, upon execution, attachment or other process of law or equity; or

- That Tenant uses the premises for any purpose other than those authorized by terms of this Lease Agreement.

B. In addition to the foregoing, should tenant default in the payment of any portion or all of the rental sums due for a period of sixty days or more, the Landlord shall have the option forthwith, without advance notice to Tenant, to terminate this Lease and to re-enter the premises an take possession thereof.

C. In the event of termination under any of the terms set forth in the preceding Section 13. A and/or B, the Landlord shall have the right and option to terminate the lease, to re-enter the premises and take possession thereof, to remove all persons therefrom with or without process of law, and to distrain for any rent, damages or other sums that may be due hereunder, any property belonging to the Tenant and located at the premises. Upon that occurrence, the Tenant shall quit and surrender peaceably the premises to the Landlord, and all of Tenant's rights to or in the premises shall be deemed forfeited.

D. A waiver by the Landlord of any breach or breaches by the Tenant of any one or more of the covenants and conditions of this Agreement shall not constitute a general waiver, nor shall such act or omission to act effect the rights of the Landlord hereunder for any subsequent breach of the same or other covenants and conditions of this agreement.

E. Both parties shall, without limitation, also have the right to any and all legal remedies allowable under the laws of the State of New Mexico, together with costs and reasonable attorney's fees incurred for the purpose of enforcing the terms and provisions of this Lease Agreement or in terminating the same.

14. HOLDING OVER AND LEASE EXTENSION

Any holding over by the Tenant after the expiration of the term of this Lease, without a lease extension, shall be deemed a holdover and renewal of this Lease for an additional thirty (30) day period only, and after that period, any further holding over, shall be construed as a tenancy from month to month and treated under law as such, at Landlord's sufferance, but under the other terms and conditions of this Lease.

15. LEASE PURCHASE OPTION

In addition to the rights set forth above, Tenant shall have, during the lease term and until such term may be concluded, and right to transition this lease arrangement into a purchase contract for the leased premises. Tenant's right shall be to purchase the real property and premises for the sum of $470,000.00. In the event that Tenant gives notice to Landlord of an intent to purchase, Tenant shall receive credit for 75% of the rent paid under the lease term toward purchase of the premises. The parties shall then agree upon and enter purchase terms reflecting that right and interest, which terms shall be those generally

accepted for a sale with such modifications as the parties may agree upon. The parties, may, of course, agree on a purchase upon any such other terms as they may hereafter agree upon. Tenant's right hereunder is only set forth to ensure its enforceability.

16. MISCELLANEOUS PROVISIONS

A. This lease shall be governed by, and enforced pursuant to, the laws of the State of Colorado.

B. Time is of the essence of each and every one of the conditions and terms of this Agreement.

C. All prior negotiations and understandings between the parties are merged into this Agreement, which contains and defines all of the rights, duties and liabilities of the parties. There are no verbal agreements or other writings which in any manner effect or govern the Agreement of the parties, and both parties do so state and agree.

D. Whenever the word "Landlord" is used in this document, it shall be deemed to mean Howard Lackey and David Stafford, jointly and severally, and each is responsible for all terms and obligations set forth, personally and individually.

E. Whenever the word "Tenant" is used in this document it shall be deemed to mean Elizabeth Torres, who is responsible for all terms and obligations set forth, under law, personally and individually.

F. Subject to Landlord's right of distrait under law, and as set forth herein, Tenant may remove all personal property and equipment owned by Tenant from the premises upon termination of the leasehold, but all improvements and additions, and all fixtures attached to the walls, floors and premises shall, upon installation, merge and become a permanent part of the realty, and shall remain with the premises.

G. All notices to be given under this Lease are only deemed to have been properly delivered when personally provided to David Stafford or Howard Lackey for Landlord, or personally provided to Elizabeth Torres for Tenant.

H. Tenant may not assign or sublease any interest in and to the premises, nor effect a change in the majority ownership of the Tenant, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

I. This agreement may be executed in any number of copies, all of which, jointly and severally, shall constitute the same and single agreement.

17. BINDING EFFECT

The terms hereof shall extend to, and shall be binding upon, the heirs, administrators, executors, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures the day and year first written above.

LANDLORD (by Partners):

HOWARD LACKEY

DAVID STAFFORD

TENANT (by principals):

REUBEN TORRES, Sr.

ELIZABETH TORRES

REUBEN TORRES, Jr.

STATE OF COLORADO)
)ss
COUNTY OF LAS ANIMAS)

Acknowledged before me this 21 day of FEBRUARY, 2014 by HOWARD LACKEY.

Notary Public

My commission expires: 29. APR. 17

SCOTT PAUL HARTLIEB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134024939
MY COMMISSION EXPIRES APRIL 29, 2017

STATE OF NEW MEXICO)
)ss
COUNTY OF COLFAX)

Acknowledged before me this 21 day of February, 2014 by DAVID STAFFORD.

Patricia A. Kma
NotaryPublic

My commission expires: 9-28-16

DR 8404-I (07/25/11)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business
Ristras Restaurant & Cantina LLC

2. Your Full Name (last, first, middle)
Torres Elizabeth Michelle

3. List any other names you have used.

4. Mailing address (if different from residence)
1105 Alta Street (516 Elm St) Restaurant Location

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	1105 Alta Street	Trinidad, CO 81082	1990	present
Previous				

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Commercial St. Salon	257 N. Commercial St Trinidad	owner	2013	current

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. ☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
[redacted]	[redacted]	[redacted]	☒ Yes ☐ No

e. If Naturalized, State where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	☒ Yes ☐ No [redacted]

14. Financial Information.

a. Total purchase price $_____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other $_____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid $ [redacted]

c. Provide details of the Investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
licenses	Retirement funds	1500
Food	Retirement funds	8000
Equipment	Retirement funds.	4000

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
none				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Title	Date
Elizabeth Jones	Owner / partner	Feb. 12, 14

DR 8404-I (07/25/11)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business
Ristras Restaraunt and Cantina LLC

2. Your Full Name (last, first, middle)
TORRes Reuben Ray

3. List any other names you have used.

4. Mailing address (if different from residence)
~~516 E. Elm~~ 1105 Alta St - (516 E Elm St) Rest location

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	1105 Alta St	Trinidad, Co.	1990	present
Previous				

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
San Isabel Electric	1930 E. Main St Trinidad Co	lineman	2003	2014 current

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. ☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
[redacted]	[redacted]	[redacted]	☒ Yes ☐ No

e. If Naturalized, State where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	☒ Yes ☐ No [redacted]

14. Financial Information.

a. Total purchase price $ 15,000 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other $_____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid $_____

c. Provide details of the Investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
licenses	Retirement funds	1500
Food	Retirement funds	8000
Equipment	Retirement funds	4000

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
none				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Title	Date
[signature]	Co owner	2-12-14

DR 8404-I (07/25/11)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business
Ristras Restaurant i Cantina LLC

2. Your Full Name (last, first, middle)
TORRES Reuben Roy Jr.

3. List any other names you have used.

4. Mailing address (if different from residence)
1105 Alta St. (516 E Elm St) Restaurant location

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 1105 Alta St.	Trinidad Co 81082	1990	present
Previous			

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Ristras Restaurant & Cantina	516 E. Elm St Trinidad Co.	owner / partner	11/13	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. ☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☑ Yes ☒ No

I had a d.u.i then it was deffered to d.w.a.i. I got my d.w.a.i in delta county Colorado in 2010

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
[redacted]	[redacted]	[redacted]	☒ Yes ☐ No

e. If Naturalized, State where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	☒ Yes ☐ No [redacted]

14. Financial Information.

a. Total purchase price $_____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other $_____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid $ 15,000

c. **Provide details of the Investment described in 14.b.** You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
licenses	Retirement funds	1500.
Food	Retiremen + funds	8000
Equipment	Retirement funds	4000

d. **Loan Information (attach copies of all notes or loans)**

Name of Lender	Address	Term	Security	Amount
none				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Title	Date
[signature]	CO-owner	2-12-14

To Whom It May Concern:

I am writing this reference for Reuben Torres Jr. and his business Ristras Restaurant & Cantina During the time that I have known Reuben he has always been a hardworking, honest, responsible and trustworthy individual. He is highly respected throughout our small community as well as the individuals he employs People that work under his supervision know that he is very well organized, & thorough in all aspects of his working environment.

I would highly recommend granting Reuben Torres Jr and Ristras Restaurant & Cantina a liquor license, as it would be very profitable for both Reuben and his business Please let me know if I can provide you with any further information.

Respectfully,

Cresta Pleitman

Verified
3/5/14

846-8772

JENNIFER SANCHEZ MASON
454 CALLE DE CAMELIA
PUEBLO WEST, CO 81007
719-680-2594(c)/719-391-3013

"Intelligence plus character-that is the goal of true education."
— Martin Luther King Jr.

February 13, 2014

Dear City of Trinidad Council Members:

It is an honor and a pleasure to write this character letter of reference for Mr. Reuben Torres. I have known Reuben for over fifteen years; many of those years, I was his assistant principal or principal at Trinidad School District. In an age when the negative aspects of our educational system are more frequently publicized than the positive, it is a distinct pleasure when an administrator can proudly proclaim that she has encountered a former student who is as hardworking and honest as Reuben and who is so dedicated to his community.

Reuben is a responsible and respectful young adult who has been instilled by his hard-working parents with a strong value system which has taught him the importance of righteousness and compassion. Not compelled to be a follower, he achieved a more recognizable character by his unique demeanor and self-confidence which is evident by his mature deportment in the situations that occur in his daily routine as a father, business owner, and community member.

I have kept in touch with Reuben since his graduation from high school, and it is a feeling a pride that I experience each time he updates me on his life and achievements. He is a motivated and driven person who consistently strives to give one hundred percent in all that he does. He is a young man of integrity who has chosen to stay in his hometown to support the community he loves. Reuben always has a friendly smile on his face and a kind word for everyone; he serves as a role model to the male youth in Trinidad. It is without reservation that I support Reuben Torres. Please contact me if I can be of further assistance.

Respectfully,

Jennifer Sanchez Mason

Jennifer Sanchez Mason
Assistant Human Resources Director Widefield School District
Former TSD#1 Principal

mess 3/5/14
verified 3/5/14

February 18, 2014

To whom it may concern:

I have known Reuben Torres for over ten years and have witnessed his hard work and dedication to whatever task is at hand. Reuben's mature attitude has been expanded into his new business; his passion and drive proves hard work can prevail.

I know Reuben can accomplish and succeed in his new venture. Should you have any questions or concerns, please call me.

Thank you,

VG

Victor Gutierrez
719-846-5650 or 719-557-1666

verified
3/5/14

The Hatters
Maryon & Merlen Hatter
P.O. BOX 847 TRINIDAD, CO 81082 719-846-6396
MMHATTER13@GMAIL.COM

2-14-2014

To Whom it may concern;

We are writing this letter of recommendation for our good neighbors and friends, Liz and Reuben Torres.

We have been neighbors for twenty years, and have watched them raise five children, while having two and three bussiness's at the same time!

They are very professional at every endeavor they encounter. We have been to there new restaurant, the food and service is wonderful. We do feel they should be allowed to have a liquor licence. Thank-you for your time!

Yours Truely,

Maryon + Merlen Hatter

verified 3/5/14

To whom it may concern.

I am writing this letter on behalf of Reuben Torres. He is a hard working person that doesn't over look any small detail. He is well organized and makes sure everything has a place and is kept in its space. Mr. Torres is a very motivated and hardworking individual. After a full work day he makes sure he is at Ristras, to help keep the restaurant moving smoothly. He makes sure everything is always kept up to code, he is a perfectionist in the order he makes sure everything is done. He makes sure that every customer is treated fairly and as family. If a problem occurs he handles it in a professional manner. Mr. Torres has never jumped the gun on anyone; if there was a problem he handled it in a professional manner. At all times Mr. Torres keeps a calm collected professional attitude, not only in a work environment but also out in public when with his family. Mr. Torres is very well rounded business man; no task is too big for him. In my personal opinion there isn't anyone more motivated, dedicated and willing to take on any task that needs to be accomplished than Mr. Torres. He is probably one of the most detailed oriented business men in Trinidad.

Should you feel the need to contact me and ask further questions regarding Mr. Torres please feel free to contact me at 719-859-2795.

Thank you,

Derek Medina

Derek Medina

Verified
3/5/14

Reference letter on behalf of Rueben Torres

To whom it may concern I'm writing a letter today proudly for a very good friend of mine of which I have known for about 10 years now, his name is Reuben Torres. Reuben is a good hearted individual of whom I have had the pleasure to know not only him but his entire family as well. This man has brought forth a family that anybody would be proud of, each and every member of his family work hard, intelligent, very business oriented, and stand up citizens of the community. Ruben and his wife Liz are currently running three businesses that have improved this community. Determined they together complete every vision they have set before themselves with integrity and honesty. In my personal opinion these facts of Reuben Torres truly speak for themselves.

Feel free to contact if necessary

Edward G Martinez
7198594958

mess 3/6/14
verified 3/7/14

Sent via the Samsung Galaxy S™ III, on AT&T

Christine Marques
1901 N Linden Ave
Trinidad, Co 81082
(719) 846-8546

February 13, 2014

To whom it may concern,

I am writing this letter of reference for Elizabeth Torres, who is applying for a liquor license so she can sell alcohol at her restaurant. I have known Elizabeth for 25 yrs on a personal level and also I have served with her on the Trinidad-Las Animas County Hispanic Chamber of Commerce board for 3yrs.

I have had the chance to get to know Elizabeth and I can say without a doubt that you are dealing with a person of very good moral character. She operates with integrity in every part of her personal and business life. She is a hard working , honest and dedicated woman to her family and her community. I have worked with her on community events where she has shown outstanding work ethics. She is a well respected woman in our community, where she has received awards for her current business.

Elizabeth is an intelligent and responsible business woman. I hope that you find favor in granting her a liquor license for her restaurant.

If you have any further questions, please feel free to contact me at 719-846-8546.

Respectfully,

Christine Marques

Christine Marques

verified
3/5/14

Mon., Feb. 17, 2014

To Whom it May Concern:

I have known Liz Torres for over 15 years. During that time I have had both professional and personal dealings with her. I have always found Liz to be very reliable and professional in her daily work. She is very trustworthy and dedicated to our community as well as to her family and friends. I have NEVER had any reason to question Liz's character or dependability. I have recommended her services to many family members as well as friends. For me, that is the greatest reference I can give. I believe that Liz and her many business endeavors are assets to our community, and I will continue to support her efforts in any way that I can.

Sincerely,

Belinda S. Tregellas

Belinda S. Tregellas

Teacher – TSD #1

(719)859-2418

mess 3/5/14,
verified 3/12/14

Karen Griego

715 E. 5th Street

Trinidad, CO 81082

Feb. 14, 2014

To Whom It May Concern:

I am writing to attest to the character of Elizabeth (Liz) Torres. I have known Liz both personally and professionally for 20 years. I find her to be a very reliable, trustworthy individual.

I can say with no reservation that Liz is a woman with a very good moral character. Liz operates with integrity and honesty and has done so all the years that I've known her. She is a very hard working, dedicated, and self motivated individual. She is an asset to our community. I have no doubts about her abilities to succeed in any endeavor she undertakes.

Sincerely,

Karen Griego

Karen Griego

verified 3/12/14

DATE 03/15/2014

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: TORRES,REUBEN ROY DATE OF BIRTH: [redacted]
SOC: XXX-XX-[redacted]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

FEDERAL BUREAU OF INVESTIGATION - CJIS DIVISION

CIVIL APPLICANT RESPONSE

A SEARCH OF THE FINGERPRINTS ON THE INDIVIDUAL HAS REVEALED NO PRIOR ARREST.

ICN:	E2014074000000070423
OCA:	CO0360100
Name:	TORRES,REUBEN ROY
Date of Birth:	[redacted]
Sex:	[redacted]
Race:	[redacted]
Height:	[redacted]
Weight:	[redacted]
SSN:	[redacted]
Misc ID:	
Captured Date:	03/14/2014
Submitted Date:	03/15/2014

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

CO0360100 ICN E2014053000000029026
TCN 014C0000146074

THE ENCLOSED RECORD, DATED 2014/02/22, WITH THE FBI NUMBER 861301WC5 AND IAFIS CONTROL NUMBER (ICN) E2014053000000029026 IS BEING PROVIDED AS THE RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.

A CRIMINAL HISTORY REQUEST NOTIFICATION(S) WAS SENT BY THE FBI TO THE FOLLOWING ORGANIZATIONS, EXCEPT FOR THOSE INDICATING THAT THE REFERENCED SUBJECT IS DECEASED.

COLORADO - STATE ID/CO2228129
FBI - FBI/861301WC5

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE. IF THE RESPONSE IS INCOMPLETE, PLEASE CONTACT THE CRIMINAL JUSTICE INFORMATION SERVICES DIVISION OR THE STATE BUREAU(S) TO REQUEST A COMPLETE RECORD.

CO0360100
CHIEF
POLICE DEPARTMENT
2309 E MAIN ST
TRINIDAD,CO 81082-2059

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

CO0360100 ICN E2014053000000029026

TCN 014C0000146074
AGENCY CASE CO0360100

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME TORRES,REUBEN ROY JR
DATE ARRESTED/FINGERPRINTED 2014/02/20

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

STATE ID	BIRTH PLACE
CO2228129	COLORADO

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	[redacted]	NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

CO0360100 ICN E2014053000000029026

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION
ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE
APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO
DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE
SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI NO.	DATE REQUESTED
TORRES,REUBEN ROY JR	861301WC5	2014/02/22

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

BIRTH PLACE
COLORADO

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

CO0360100 ICN E2014053000000029026
PART 2

- FBI IDENTIFICATION RECORD - FBI NO-861301WC5

PATTERN CLASS
WU LS WU RS RS UC WU RS WU LS
WU WU WU LS

CITIZENSHIP
UNITED STATES

RECORD UPDATED 2014/02/22

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

HDR/2L01959913481
*0000029026
PUR/I
ATN/E20140530000000290269599134 9
THIS RESPONSE IS THE RESULT OF YOUR INQUIRY:
COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT
690 KIPLING STREET,SUITE #3000, DENVER, COLORADO 80215 (303)239-4208

THIS IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES INFORMATION SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM FINGERPRINT CONTRIBUTORS IN THE STATE OF COLORADO.

UNLESS FINGERPRINTS ACCOMPANIED YOUR INQUIRY, THE COLORADO BUREAU OF INVESTIGATION CAN NOT GUARANTEE THIS RECORD RELATES TO THE PERSON IN WHOM YOU HAVE AN INTEREST.

IF THE DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST CHARGE OR DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM THE AGENCY WHO FURNISHED THE ARREST INFORMATION.

ONLY THE COURT OF JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S OFFICE WHEREIN THE FINAL DISPOSITION OCCURRED CAN PROVIDE AN OFFICIAL COPY TO ANY SPECIFIC DISPOSITION.

STATE LAW GOVERNS ACCESS TO SEALED RECORDS.

BECAUSE ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

********** IDENTIFICATION **********
NAME(S) USED:
TORRES, REUBEN ROY JR

PHYSICAL:

SEX: [redacted] RACE: [redacted] HGT: [redacted] WGT: [redacted]
EYE: [redacted] HAIR: [redacted] SKN:

DATE(S) OF BIRTH:

[redacted]

PLACE(S) OF BIRTH:

CO

SCARS/MARKS:

TAT R SHLD
SC CHEST

********** CRIMINAL HISTORY **********
========== Cycle 1 of 1
==========

------ ARREST ------

DATE ARRESTED	06/01/2008
AGENCY	CSP DISTRICT 5C MONTROSE
ARREST NUMBER	41737
NAME USED	TORRES, REUBEN ROY JR
CHARGE	01
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	02
CHARGE LITERAL	TRAFFIC OFFENSE CARELESS DRIVING
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	03
CHARGE LITERAL	LIQUOR POSS/CONSUMP UNDERAGE PERSON
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	04
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE PER SE
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008

** CRIMINAL JUSTICE AGENCIES MAY NOT HAVE PROVIDED ALL ARRESTS, **
** CHARGES OR DISPOSITIONS TO THE CBI. THIS RECORD SHOWS ALL **
** ARRESTS, CHARGES & DISPOSITIONS THAT WERE PROVIDED, UNLESS **
** ACCESS TO THEM HAS BEEN LIMITED BY COURT ORDER. **
FALSIFYING OR ALTERING THIS RECORD WITH THE INTENT TO MISREPRESENT
*THE CONTENTS OF THE RECORD IS PROHIBITED BY LAW, AND MAY BE *
*PUNISHABLE AS A FELONY WHEN DONE WITH THE INTENT TO INJURE OR *
*DEFRAUD ANY PERSON. *

---- END OF RECORD

DATE 02/22/2014

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: TORRES,REUBEN ROY JR DATE OF BIRTH: [redacted]
SOC: XXX-XX-[redacted]

The Colorado arrest record for the person noted to follow.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

ATTN: PD TRINIDAD

COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT
690 KIPLING STREET, SUITE #3000, DENVER, COLORADO 80215 (303)239-4208

THIS IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES INFORMATION SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM FINGERPRINT CONTRIBUTORS IN THE STATE OF COLORADO.

UNLESS FINGERPRINTS ACCOMPANIED YOUR INQUIRY, THE COLORADO BUREAU OF INVESTIGATION CAN NOT GUARANTEE THIS RECORD RELATES TO THE PERSON IN WHOM YOU HAVE AN INTEREST.

IF THE DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST CHARGE OR DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM THE AGENCY WHO FURNISHED THE ARREST INFORMATION.

ONLY THE COURT OF JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S OFFICE WHEREIN THE FINAL DISPOSITION OCCURRED CAN PROVIDE AN OFFICIAL COPY TO ANY SPECIFIC DISPOSITION.

STATE LAW GOVERNS ACCESS TO SEALED RECORDS.

BECAUSE ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

********** IDENTIFICATION **********

NAME(S) USED:

TORRES, REUBEN ROY JR

PHYSICAL:

SEX: [redacted] RACE: [redacted] HGT: [redacted] WGT: [redacted]
EYE: BRO HAIR: BRO SKN:

DATE(S) OF BIRTH:

[redacted]

PLACE(S) OF BIRTH:

CO

SCARS/MARKS:

TAT R SHLD
SC CHEST

********** CRIMINAL HISTORY **********

========== Cycle 001 ==========

------ ARREST ------

DATE ARRESTED	06/01/2008
AGENCY	CSP DISTRICT 5C MONTROSE
ARREST NUMBER	41737

NAME USED	TORRES, REUBEN ROY JR
CHARGE	01
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	02
CHARGE LITERAL	TRAFFIC OFFENSE CARELESS DRIVING
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	03
CHARGE LITERAL	LIQUOR POSS/CONSUMP UNDERAGE PERSON
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008
CHARGE	04
CHARGE LITERAL	DRIVING UNDER THE INFLUENCE PER SE
TYPE/LEVEL	MISDEMEANOR
OFFENSE DATE	06/01/2008

*CRIMINAL JUSTICE AGENCIES MAY NOT HAVE PROVIDED ALL ARRESTS, *
*CHARGES OR DISPOSITIONS TO THE CBI. THIS RECORD SHOWS ALL *
*ARRESTS, CHARGES & DISPOSITIONS THAT WERE PROVIDED, UNLESS *
*ACCESS TO THEM HAS BEEN LIMITED BY COURT ORDER. *
FALSIFYING OR ALTERING THIS RECORD WITH THE INTENT TO MISREPRESENT
*THE CONTENTS OF THE RECORD IS PROHIBITED BY LAW, AND MAY BE *
*PUNISHABLE AS A FELONY WHEN DONE WITH THE INTENT TO INJURE OR *
*DEFRAUD ANY PERSON. *

---- END OF RECORD MEETING DISSEMINATION CRITERIA ----

------- 02/22/2014 05:38MT -------

Delta Combined Courts
501 Palmer St. Rm 338
Delta, CO 81416
(970) 874-6280
(970) 874-4306 Fax

Fax

To: Audra **From:** Delta Courts

Fax: _____ **Pages** _____

Phone: _____ **Date:** 3/12/14

Re: _____ **CC:** _____

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

OTHER COMMENTS : _____

_____

_____

BILLING INFORMATION – **DUE UPON RECEIPT**

$_____ = _____ Pages at $1.00 per page (receiving or sending)

$_____ = POSTAGE

$_____ = CERTIFICATION FEE

$_____ = FAX SERVICE

$_____ = Other Charges _____

$ _____ = TOTAL DUE

PLEASE INDICATE CASE NUMBER ON YOUR PAYMENT

FAX SERVICE CHARGE RATE (Sending or Receiving)
All faxes shall be charged $1.00 per page for any fax received or sent by the court except at the specific direction of the court

Questions regarding this policy should be made to Edward J. Clayton III, District Administrator.

These procedures have been reviewed and approved by Chief Judge J. Steven Patrick.

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Delta County
Case #: 2008 M 000279 Div/Room: A Type: Underage Alcohol Offense
The People of Colorado vs TORRES, REUBEN ROY JR

DV STATUS:
Case File Date: 6/02/2008 Case Close Date: 9/03/2008 Appealed: Y
Confidential Intermediary.....:

	Bar #	Name
Judicial Off...:	018094	SANDRA K MILLER
Alt Jud Officer:	000000	

	Description	Stat Date	Time	Rm/D
Trial.....:			0:00	
Next Schd Event:			0:00	
Last Schd Event:	Review	HELD 11/23/2010	7:00	A
Last Event.....:	Minute Order (print)	n/a 11/30/2010		

Attorney(s)....: Y

Agency: CSP for 7th Jud District Agency Case #:
Ticket/Summons Number(s): 3187693 Arrest#: 41737

Warrant.....: WRQU Warrant Date: 10/26/2009 Expired Date:
Party on Warrant: TORRES, REUBEN ROY JR
Change of Venue.: Agency:

Bond(s).....: Y +

Sentence Date.....: SCRT 9/03/2008 +
Detention Location.....:
Supervising Agency.....:
Probation Officer.....:

----- PARTIES -----

PARTY	ROL	STS	NAME	ATTORNEY	ROL
PTF	1		The People of Colorado		
DEF	1		TORRES, REUBEN ROY JR		

Date of Birth.....: [redacted]
Sex.....: [redacted]
Race.....: [redacted]
Height.....: [redacted]
Weight.....: [redacted]
Hair Color.....: [redacted]
Eye Color.....: [redacted]
BIRTH PLACE.....: COLORADO
Home Address.....: [redacted]
: TRINIDAD, CO 81082

----- OTHER PEOPLE -----

ROLE		NAME
IMP	1	ROCKY MOUNTAIN CABLE
IMP	2	LOUDEN, VIRGINIA H
SRT	2 SRT	SENECA INSURANCE COMPANY,
SRT	1 SRT	Burkey, Geoffrey L

CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS

```
CNT STS STATUTE NUMBER        CHARGE DESCRIPTION                          CLASS
  1 ( ) 42-4-1301(1)(b)       Driving While Ability Impaired              M
    Offense Date: From: 06/01/2008 To:              Time:            BAC: .000
    Arrest Date.......: 06/01/2008 Time:            Ticket #:           3187693
    Plea..............: Plea of Guilty                 Date: 09/03/2008
    Disposition.......: Guilty                        Date: 09/03/2008
  1 (A) 42-4-1301(1)(A)                                                  UNK
    Offense Date: From: 06/01/2008 To:              Time:            BAC: .000
    Arrest Date.......: 06/01/2008 Time:            Ticket #:           3187693
    SNT DATE   SENTENCE DESCRIPTION            STATUS
    09/03/2008 Sentence by Court               Void
               Judicial Officer..........: SANDRA K MILLER
               Modified Date.............: 10/05/2009
               Victim Compensation Fund..:          $33.00
               Victims Assistance Fund...:          $78.00
               Alcohol Eval Fee..........:         $200.00
               Driving Und Influ/Abil Imp:         $100.00
               Court Costs...............:          $21.00
               Court Security Cash Fund..:           $5.00
               LEAF Assessment...........:          $90.00
               Brain Injury Fund (Traumat:          $15.00
               Persistent Drunk Driving S:          $50.00
               Useful Public Service.....:         $120.00
               Community Service.........:           24.00 HOUR(S)
               Jail......................:           10.00 DAY(S)
               Credit for Time Served....:            1.00 DAY(S)
               Jail......................:            8.00 DAY(S)        SP
               Probation Alcohol Eval & S:            2.00 YEAR(S)
               Restitution...............:       $6,100.00
*BOND IS DISCHARGED
*STANDARD TERMS OF PROBATION SHALL APPLY
*DEFENDANT TO APPEAR FOR REVIEW ON 1/15/09 AT 9:00 A.M.
*REPORT DATE FOR JAIL IS 9/20/08 AT 8:00 A.M.  DEF AUTHORIZED TO SERVE HIS
JAIL SENTENCE IN LAS ANIMAS IF IT CAN BE ARRANGED
*DEFENDANT TO OBTAIN ALCOHOL EVALUATION AND
COMPLETE ALL RECOMMENDED TREATMENT - OBTAIN
EVALUATION WITHIN 45 DAYS
*DEFENDANT HAS 90 DAYS TO COMPLETE USEFUL PUBLIC SERVICE                /SEB
**STAY OF EXECUTION ON THE SENTENCE GRANTED ON 10/21/08                 /JLH
5/4/09 STAY OF EXECUTION ON SENTENCE LIFTED AS TRIAL COURT RULING AFFIRMED.
DEF TO REPORT TO SERVE JAIL SENTENCE ON 6/6/09 AT 8:00 A.M.             /JLH
    09/03/2008 Sentence by Court               Void
               Judicial Officer..........: SANDRA K MILLER
               Modified Date.............: 10/05/2009
               Victim Compensation Fund..:          $33.00
               Victims Assistance Fund...:          $78.00
               Alcohol Eval Fee..........:         $200.00
               Driving Und Influ/Abil Imp:         $100.00
               Court Costs...............:          $21.00
               Court Security Cash Fund..:           $5.00
               LEAF Assessment...........:          $90.00
               Brain Injury Fund (Traumat:          $15.00
               Persistent Drunk Driving S:          $50.00
               Useful Public Service.....:         $120.00
               Community Service.........:           24.00 HOUR(S)
```

SNT DATE	SENTENCE DESCRIPTION	STATUS		
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	
	Restitution.....:	$6,100.00		
09/03/2008	Sentence by Court	Void		
	Judicial Officer.....:	SANDRA K MILLER		
	Modified Date.....:	10/06/2009		
	Victim Compensation Fund..:	$33.00		
	Victims Assistance Fund...:	$78.00		
	Alcohol Eval Fee.....:	$200.00		
	Driving Und Influ/Abil Imp:	$100.00		
	Court Costs.....:	$21.00		
	Court Security Cash Fund..:	$5.00		
	LEAF Assessment.....:	$90.00		
	Brain Injury Fund (Traumat:	$15.00		
	Persistent Drunk Driving S:	$50.00		
	Useful Public Service.....:	$120.00		
	Community Service.....:	24.00	HOUR(S)	
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	
	Restitution.....:	$6,100.00		
10/06/2009	Sentence by Court	Void		
	Judicial Officer.....:	SANDRA K MILLER		
	Modified Date.....:	11/04/2009		
	Victim Compensation Fund..:	$33.00		
	Victims Assistance Fund...:	$78.00		
	Alcohol Eval Fee.....:	$200.00		
	Driving Und Influ/Abil Imp:	$100.00		
	Court Costs.....:	$21.00		
	Court Security Cash Fund..:	$5.00		
	LEAF Assessment.....:	$90.00		
	Brain Injury Fund (Traumat:	$15.00		
	Persistent Drunk Driving S:	$50.00		
	Useful Public Service.....:	$120.00		
	Community Service.....:	24.00	HOUR(S)	
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	US
	Restitution.....:	$1,155.00		

*RESTITUTION REDUCED FROM $6100 BY $4945 PURSUANT TO COURT'S ORDER OF 10/5/09

11/04/2009	Sentence by Court	Void		
	Judicial Officer.....:	SANDRA K MILLER		
	Modified Date.....:	11/04/2009		
	Victim Compensation Fund..:	$33.00		
	Victims Assistance Fund...:	$78.00		
	Alcohol Eval Fee.....:	$200.00		
	Driving Und Influ/Abil Imp:	$100.00		
	Court Costs.....:	$21.00		
	Court Security Cash Fund..:	$5.00		
	LEAF Assessment.....:	$90.00		

SNT DATE	SENTENCE DESCRIPTION	STATUS		
	Brain Injury Fund (Traumat:	$15.00		
	Persistent Drunk Driving S:	$50.00		
	Useful Public Service.....:	$120.00		
	Community Service.....:	24.00	HOUR(S)	
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	US
	Restitution.....:	$1,155.00		
	Restitution.....:	$467.00		WV

*RESTITUTION REDUCED FROM $6100 BY $4945 PURSUANT TO COURT'S ORDER OF 10/5/09
*11/2/09-RESTITUTION ORDER VACATED AND ROCKY MTN CABLE ORDERED TO REFUND $688 IN RESTITUTION ALREADY PAID SO MONEY CAN BE CREDITED TO DEF'S ACCOUNT. /JLH

11/04/2009	Sentence by Court	Void		
	Judicial Officer.....:	SANDRA K MILLER		
	Modified Date.....:	11/04/2009		
	Victim Compensation Fund..:	$33.00		
	Victims Assistance Fund...:	$78.00		
	Alcohol Eval Fee.....:	$200.00		
	Driving Und Influ/Abil Imp:	$100.00		
	Court Costs.....:	$21.00		
	Court Security Cash Fund..:	$5.00		
	LEAF Assessment.....:	$90.00		
	Brain Injury Fund (Traumat:	$15.00		
	Persistent Drunk Driving S:	$50.00		
	Useful Public Service.....:	$120.00		
	Community Service.....:	24.00	HOUR(S)	
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	US
	Restitution.....:	$1,155.00		

*RESTITUTION REDUCED FROM $6100 BY $4945 PURSUANT TO COURT'S ORDER OF 10/5/09
*11/2/09-RESTITUTION ORDER VACATED AND ROCKY MTN CABLE ORDERED TO REFUND $688 IN RESTITUTION ALREADY PAID SO MONEY CAN BE CREDITED TO DEF'S ACCOUNT. /JLH

11/04/2009	Sentence by Court	Active		
	Judicial Officer.....:	SANDRA K MILLER		
	Victim Compensation Fund..:	$33.00		
	Victims Assistance Fund...:	$78.00		
	Alcohol Eval Fee.....:	$200.00		
	Driving Und Influ/Abil Imp:	$100.00		
	Court Costs.....:	$21.00		
	Court Security Cash Fund..:	$5.00		
	LEAF Assessment.....:	$90.00		
	Brain Injury Fund (Traumat:	$15.00		
	Persistent Drunk Driving S:	$50.00		
	Useful Public Service.....:	$120.00		
	Community Service.....:	24.00	HOUR(S)	
	Jail.....:	10.00	DAY(S)	
	Credit for Time Served....:	1.00	DAY(S)	
	Jail.....:	8.00	DAY(S)	SP
	Probation Alcohol Eval & S:	2.00	YEAR(S)	US
	Restitution.....:	$688.00		

*RESTITUTION REDUCED FROM $6100 BY $4945 PURSUANT TO COURT'S ORDER OF 10/5/09

SNT DATE SENTENCE DESCRIPTION STATUS

*11/2/09-RESTITUTION ORDER VACATED AND ROCKY MTN CABLE ORDERED TO REFUND $688 IN RESTITUTION ALREADY PAID SO MONEY CAN BE CREDITED TO DEF'S ACCOUNT. /JLH

2 (D) 42-4-1402 Careless Driving T2
Offense Date: From: 06/01/2008 To: Time: BAC: .000
Arrest Date.....: 06/01/2008 Time: Ticket #: 3187693
Disposition.....: Dism by DA Date: 09/03/2008

3 (D) 18-13-122 Alcohol-Underage Possession/Consumption UC
Offense Date: From: 06/01/2008 To: Time: BAC: .000
Arrest Date.....: 06/01/2008 Time: Ticket #: 3187693
Disposition.....: Dism by DA Date: 09/03/2008

4 (D) 42-4-1301 PER SE UNK
Offense Date: From: 06/01/2008 To: Time: BAC: .000
Arrest Date.....: 06/01/2008 Time: Ticket #: 3187693
Disposition.....: Dism by DA Date: 09/03/2008

FILE DATE EVENT DESCRIPTION

06/02/2008 Affi in Suppt-Warrantless Arr Event ID: 000001 E-Filed: N
06/02/2008 Filing Other Event ID: 000002 E-Filed: N
APPEARANCE BOND /JCL
06/03/2008 Minute Order (print) Event ID: 000003 E-Filed: N
THIS CASE WAS ORIGINALLY SET WITH AN APPEARANCE DATE OF 7/16/08 AT 8:00 AM. THE COURT DOES NOT HOLD A REGULAR DOCKET AT THIS TIME. THEREFORE, THE MATTER IS RESCHEDULED TO 7/16/08 AT 9:00 AM. /JCL

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI

06/09/2008 Review 06/09/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: ECF
06/23/2008 Entry of Appearance Event ID: 000004 E-Filed: N
07/11/2008 Consent Event ID: 000005 E-Filed: N
OF SURETY /JCL
07/14/2008 Motion Event ID: 000006 E-Filed: N
MOTION FOR COUNSEL TO APPEAR FOR DEFENDANT ON BOND RETURN DATE OF 7/16/08/SEB
07/14/2008 Order Event ID: 000007 E-Filed: N
ORDER (GRANTING MOTION FOR DEF TO NOT APPEAR) /SEB
07/16/2008 Appearance on Bond 07/16/2008 09:00 AM A 50
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held
DEF DID NOT APPEAR, MS LOUDEN FOR DEF, DA BY MR BAIER. SCHEDULED FOR ENTRY OFPLEA ON 8/20/08 AT 2:00 PM.
/MDP /MDP
08/20/2008 Plea Hearing 08/20/2008 02:00 PM A 50
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: CONT-Continued by Parties
PEOPLE BY BAIER, DEF NOT PRESENT BUT BY LOUDEN WHO APPEARED BY PHONE. DEF'S APPEARANCE WAS WAIVED. CONT TO 9/3/08 AT 2:00 P.M. BOTH COUNSEL AND DEF ARE AUTHORIZED TO APPEAR BY PHONE. /SEB
08/20/2008 Consent Event ID: 000008 E-Filed: N
SURETY /RIS
08/21/2008 MOTION/STIP. TO CONTINUE (PTY) Event ID: 000009 E-Filed: N
DEF/ TORRES, REUBEN ROY JR
09/03/2008 Filing Other Event ID: 000010 E-Filed: N
SIGNED RULE 11 /RIS
09/03/2008 Case Closed Event ID: 000011 E-Filed: N
09/03/2008 Final Order of Judgment Event ID: 000012 E-Filed: N
09/03/2008 Alcohol Eval Ordered Event ID: 000013 E-Filed: N

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
09/03/2008	Plea Hearing	09/03/2008	02:00 PM	A	

Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: BY PHONE

PEOPLE BY BAIER, DEF IN PERSON WITH HIS ATTY, BOTH APPEARING BY PHONE. DEF WAIVED HIS RIGHT TO APPEAR IN PERSON AND THE COURT ACCEPTED DEF'S P/G TO AMENDED CHARGE OF DWAI. THE COURT FINDS DEF'S PLEA WAS ENTERED FREELY, KNOWINGLY AND VOLUNTARILY AND IS SUPPORTED BY A FACTUAL BASIS. THE REMAINING COUNTS ARE DISMISSED. AT THE REQUEST OF DEF, THE COURT SENT DEF. DEF TO OBTAIN AN ALCOHOL EVAL WITHIN /SEB

09/04/2008 Mittimus Issued Event ID: 000014 E-Filed: N
DEF/ TORRES, REUBEN ROY JR

09/09/2008 Motion Event ID: 000015 E-Filed: N
TO WITHDRAW PLEA OF GUILTY, ENTER A NOT GUILTY AND SET THE MATTER FOR TRIAL

09/09/2008 Minute Order (print) Event ID: 000016 E-Filed: N
DF HAS FILED A MOTION TO WITHDRAW PLEA. THE MOTION IS NOT IN CONFORMITY WITH FORM 4, AS IS REQUIRED BY RULE 35. THEREFORE THE COURT WILL TAKE NO ACTION ONTHE MOTION. DF MAY REFILE A MOTION WITHIN THE TIME ALLOWED BY LAW THAT IS IN CONFORMITY WITH RULE 35 AND SHALL SET FORTH THE LEGAL BASIS FOR SEEKING TO WITHDRAW THE PLEA THAT HE ENTERED. THE MOTION MAKES REFERENCE TO HAVING BEEN TIMELY FILED, IN THAT IT IS "WITHIN THE 5 DAYS SET BY THE COURT ON SEPTEMBER 3, 2008 FOR WITHDRAWAL OF THE PLEA." THE COURT SET NO SUCH DEADLINE BECAUSE ONCE A GUILTY PLEA IS ENTERED IT MAY BE WITHDRAWN ONLY IN VERY LIMITED CIRCUMSTANCES AND THERE WAS NO EXPECTATION STATED THAT DF HAD A TIME-FRAME TO WITHDRAW HIS PLEA, EXCEPT FOR THE TIMEFRAME AND REASONS ALLOWED BY RULE 35. /SKM

09/22/2008 Motion Event ID: 000017 E-Filed: N
DEF/ TORRES, REUBEN ROY JR
TO WITHDRAW PLEA-AMENDED /AJW

09/22/2008 Petition Event ID: 000018 E-Filed: N
DEF/ TORRES, REUBEN ROY JR
FOR POST CONVICTION RELIEF /AJW

09/22/2008 Certificate Filed Event ID: 000019 E-Filed: N
OF SHERIFF ON JAIL MITT-DEF DID NOT SHOW /JLH

09/24/2008 Minute Order (print) Event ID: 000020 E-Filed: N
DEF HAS FILED A MOTION TO WITHDRAW HIS GUILTY PLEA. DEF COMPLAINS HE BELIEVED HE HAD 5 DAYS TO WITHDRAW HIS PLEA; THERE IS NO LEGAL OR FACTUAL BASIS FOR THIS CLAIM.
DEF COMPLAINS HE MISUNDERSTOOD THE COURT'S VERBAL ADVISEMENT. THIS CLAIM IS DISPROVEN BY THE RECORD WHEREIN DEF EXPRESSLY WAIVED HIS RIGHT TO APPEAR IN PERSON ENTRY OF PLEA/SENTENCING; DEF INDICATED HE UNDERTSTOOD COURT'S ADVISE-MENT AND RESPONDED TO QUESTIONS IN A MANNER THAT HE INDICATED HE UNDERSTOOD; &DEF INDICATED THAT HE READ, UNDERSTOOD AND SIGNED THE R.11 WRITTEN ADVISEMENT.DEF'S REAL BASIS FOR SEEKING TO WITHDRAW HIS COMPLAINT IS THAT HE DID NOT UNDERSTAND THE CONSEQUENCES OF AN 8-POINT DWAI CONVICTION ON HIS DRIVING PRIVILEGES. THE COURT HAS NO LEGAL OBLIGATION TO ADVISE DEF AS TO COLLATERAL CONSEQUENCES (SUCH AS DMV CONSEQUENCES) OF HIS PLEA. THE INFORMATION GIVEN TODEF WAS CORRECT AND LEGALLY SUFFICIENT. MOTION TO WITHDRAW PLEA DENIED. /SKM

09/24/2008 Minute Order (print) Event ID: 000021 E-Filed: N
DF FAILED TO APPEAR FOR JAIL OR PROVIDE THE COURT WITH INFORMATION TO ISSUE A MITT FOR HIM TO SERVE AN OUT-OF-COUNTY SENTENCE. THE COURT NOTES THAT DEF HADA PENDING MOTION TO WITHDRAW HIS PLEA. ALTHOUGH DF'S COUNSEL DID NOT REQUEST A STAY OF EXECUTION ON THE SENTENCE, THE COURT BELIEVES DEF MAY HAVE BEEN CONFUSED ABOUT HIS OBLIGATION TO COMPLY WITH THE SENTENCING ORDER

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI
PENDING RESOLUTION OF HIS MOTION. THEREFORE, RATHER THAN ISSUE A WARRANT, THE COURT (ON ITS OWN MOTION) STAYS THE JAIL SENTENCE TO 10/11 AT 8 A. M. DEF IS TO REPORT TO THE DELTA COUNTY JAIL TO SERVE JAIL UNLESS HE HAS RECEIVED PAPERWORK SHOWING THAT HE HAS PERMISSION TO SERVE SENTENCE ELSEWHERE. AS WAS EXPLAINED IN SOME DETAIL TO DEF AT HIS SENTENCING, IF HE WANTS TO DO THE JAIL SENTENCE OUT OF COUNTY, HE NEEDS TO SUBMIT INFORMATION AS TO WHERE HE HAS BEENACCEPTED TO SERVE THE SENTENCE (INCLUDING NAME OF CONTACT PERSON AND FAX NO. OF THE JAIL), AND THE DATE/TIME HE CAN BEGIN OUT-OF-COUNTY SENTENCE. THIS INFO NEEDS TO BE SUBMITTED SEVERAL DAYS PRIOR TO 10/11 TO GIVE THE COURT TIME TO RESPOND TO THE REQUEST. /SKM

09/24/2008 Amended Mittimus Issued Event ID: 000022 E-Filed: N
DEF/ TORRES, REUBEN ROY JR

09/24/2008 Motion Event ID: 000023 E-Filed: N
FOR STAY OF SENTENCE /MSA

09/26/2008 Minute Order (print) Event ID: 000024 E-Filed: N
DEF'S MOTION FOR STAY IS MOOT BECAUSE COURT HAS ALREADY DENIED MOTION TO WITH-DRAW PLEA. A FURTHER STAY OF JAIL SENTENCE WAS ALSO ADDRESSED IN COURT'S ORDER OF 9/24/08. /SKM

10/06/2008 Notice of Appeal Filed Event ID: 000025 E-Filed: N

10/06/2008 Desg of Record on Appeal Event ID: 000026 E-Filed: N

10/09/2008 Report Event ID: 000027 E-Filed: N
ON RESTITUTION AND MOTION FOR COSTS /JDP

10/10/2008 Order Event ID: 000028 E-Filed: N
ORDER RE RESTITUTION /SEB

10/15/2008 Certificate Filed Event ID: 000029 E-Filed: N
FROM JAIL-DEF FAILED TO REPORT TO SERVE COURT ORDERED JAIL SENTENCE /JLH

10/16/2008 Minute Order (print) Event ID: 000030 E-Filed: N
THE COURT PREVIOUSLY GRANTED A STAY OF EXECUTION ON DEF'S JAIL SENTENCE (SEE ORDER OF 9/24/08) TO 10/11/08. THIS STAY WAS DONE BY THE COURT AFTER DEF FAILED TO APPEAR TO SERVE THE SENTENCE, EVEN THOUGH HIS COUNSEL DID NOT FILE ATIMELY REQUEST FOR SUCH RELIEF. DEF HAS AGAIN FAILED TO APPEAR TO SERVE HIS SENTENCE AND HIS COUNSEL, WHO HAS FILED A NOTICE OF APPEAL, HAS FAILED TO SEEK A STAY. R. 37 REQUIRES THAT THE COURT GRANT A STAY IF SUCH RELIEF IS REQUESTED BY THE DEF. YET DEF'S COUNSEL HAS MADE NO SUCH REQUEST. THE COURT WILL ISSUE A BENCH WARRANT FOR DEF'S FAILURE TO APPEAR TO SERVE THE JAIL SENTENCE IF A TIMELY REQUEST FOR A STAY PURSAUNT TO RULE 37(F) IS NOT FILED BY THE END OF BUSINESS ON MONDAY, OCTOBER 20. /SKM

10/17/2008 Review 10/20/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: VACT-Vacated Note..: BOND/FILING FEE?

10/20/2008 Motion Event ID: 000031 E-Filed: N
FOR STAY OF SENTENCE /JDP

10/21/2008 Minute Order (print) Event ID: 000032 E-Filed: N
STAY OF EXECUTION PENDING DOCKETING OF APPEAL IS GRANTED PURSUANT TO RULE 37(F). THIS STAY OF EXECUTION DOES NOT, BY LAW, DEPRIVE DMV OF AUTHORITY TO SUSPEND, REVOKE OR DENY THE DEF'S LICENSE PENDING FINAL DETERMINATION OF THE CONVICTION ON APPEAL. SEE C.R.S. 42-4-124(3). /SKM

10/21/2008 Review 10/21/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: ISSUE BW?

10/22/2008 Review 10/22/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: TRANSCRIPT REQUE

10/31/2008 Review 11/01/2008 07:00 AM A

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI

Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: VACT-Vacated Note..: RECORD?

11/10/2008 Review 11/07/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: VACT-Vacated Note..: SCRIPT? PORTER?

11/18/2008 Review 11/17/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: SCRIPT?

11/18/2008 Notice Filed Event ID: 000033 E-Filed: N
OF COMPLETION OF RECORD ON APPEAL /MSA

12/03/2008 Notice Filed Event ID: 000034 E-Filed: N
OF RECORD CERTIFIED TO DISTRICT COURT /MSA

12/03/2008 Review 12/03/2008 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: CERT RECORD

01/08/2009 Cmplnt for Revoc of Probation Event ID: 000035 E-Filed: N
FINES/COSTS, ALCOHOL EDUC/THERAPY, UPS /JLH

01/12/2009 Minute Order (print) Event ID: 000036 E-Filed: N
THERE IS A PENDING MOTION TO REVOKE PROBATION. ON 10/21, THE COURT GRANTED A STAY ON THE SENTENCE PENDING RESOLUTION OF AN APPEAL. THEREFORE, THE COURT VACATES THE REVIEW HRG ON 1/15 AND WILL TAKE NO ACTION ON THE PROBATION COMPLAINT PENDING RESOLUTION OF THE APPEAL. /SKM

01/12/2009 Review W/Appearance of Parties 01/15/2009 09:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: VACT-Vacated Note..: 08CV146

05/04/2009 Minute Order (print) Event ID: 000037 E-Filed: N
THE COURT GRANTED A STAY OF THE JAIL SENTENCE PENDING RESOLUTION OF THIS MATTER ON APPEAL. THE DISTRICT COURT HAS NOW AFFIRMED THE TRIAL COURT'S RULING. DEF IS DIRECTED TO SERVE JAIL SENTENCE IN DELTA ON SATURDAY, 6/6/09, AT 8 A.M. DEF IS TO CONTACT DELTA'S UPS COORDINATOR, CINDY DAVID (WHOSE CARD IS ENCLOSED) TO ARRANGE TO PERFORM UPS IN DELTA OR GET A REFERRAL TO UPS COORDINATOR IN HIS HOME COUNTY; DEADLINE TO COMPLETE IS 90 DAYS. DEF IS TO CONTACT VICKI OTTO (WHOSE CARD IS ENCLOSED) TO SCHEDULE ALCOHOL EVAL. A REVIEW HRG IS SET FOR 9/17/09 AT 9 A.M. UNLESS DEF'S REVIEW HEARING IS VACATED (ENCLOSED ARE WRITTEN INSTRUCTIONS TO FOLLOW TO SEE IF REVIEW HEARING IS CANCELLED), HE NEEDS TO APPEAR IN PERSON FOR THE 9/17 HEARING. THIS ORDER REMOVING THE STAY AND SETTING NEW DEADLINES IS BEING SENT TO DEF'S COUNSEL. HOWEVER, UNLESS DEF'S COUNSEL GIVES THE COURT WRITTEN INFORMATION THAT SHE WILL CONTINUE TO REPRESENT DEF IN THIS MATTER, DEF'S COUNSEL'S REPRESENTATION HAS ENDED AND DEF NEEDS TO KEEP THE COURT ADVISED OF A GOOD MAILING ADDRESS ATALL TIMES. /SKM

05/04/2009 Amended Mittimus Issued Event ID: 000038 E-Filed: N
DEF/ TORRES, REUBEN ROY JR

05/14/2009 Motion Event ID: 000039 E-Filed: N
MOTION REGARDING SENTENCING /SEB

05/14/2009 Minute Order (print) Event ID: 000040 E-Filed: N
DEF HAS FILED A MOTION REGARDING UPS AND ALCOHOL EVAL. DEF IS INSTRUCTED TO TO REVIEW THE COURT'S ORDER OF 5/4/09, WHICH EXPLAINS THAT HE CAN SCHEDULE UPS AND ALCOHOL EVAL IN HIS COUNTY BY FIRST CONTACTING LOCAL PEOPLE (MS. DAVID & MS. OTTO) TO COORDINATE REFERRAL. DEF MUST FOLLOW INSTRUCTIONS SO THAT THE COURT CAN TRACK HIS COMPLIANCE WHILE ON UNSUPERVISED PROBATION. DEF'S MOTION ALSO SEEKS TO SERVE JAIL IN ALAMOSA COUNTY. DEF HAS ALREADY BEENINSTRUCTED AT SENTENCING ON THE PROCEDURE REQUIRED TO MAKE SUCH A REQUEST; NAMELY, TO SUBMIT DOCUMENTATION FROM ALAMOSA THAT IT HAS SPACE

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI
AND HAS AGREED TO ALLOW DEF TO SERVE HIS SENTENCE THERE. TO ISSUE AN AMENDED MITT, THE COURT NEEDS TO BE PROVIDED THE DATE AND TIME ALAMOSA HAS AGREED TO ALLOW DEF TO SERVE SENTENCE AND THE NAME/FAX NO OF A CONTACT PERSON AT THE JAIL TO WHOM THE AMENDED MITT CAN BE SENT. THE COURT WILL NOT AUTHORIZE JAIL TO BESERVED IN ALAMOSA UNTIL DEF HAS SENT IN PROOF THAT ALAMOSA WILL ACCEPT HIM ANDTHE INFO NEEDED TO AMEND THE MITT. /SKM
05/19/2009 Filing Other Event ID: 000041 E-Filed: N
SIGNED SENTENCING ORDER /JLH
05/28/2009 Letter Event ID: 000042 E-Filed: N
FROM LAS ANIMAS COUNTY DETENTION CENTER STATING THEY HAVE SPACE FOR DEF ON 5/23/09 TO 5/24/09 AND STATING DEF SERVED 1 DAY JAIL ON 5-19-0 TO 5-20-09/JLH
05/28/2009 Minute Order (print) Event ID: 000043 E-Filed: N
DEF HAS SUBMITTED DOCUMENTATION FROM THE JAIL IN LAS ANIMAS COUNTY THAT THEY ALLOWED DEF TO SERVE HIS JAIL SENTENCE IN THEIR FACILITY WITHOUT HAVING AN ORDER DIRECTING THEM TO DO SO (NAMELY, A MITTAMUS). DEF IS GIVEN CREDIT FOR 1 DAYS SERVED. THE 2 DAYS OF JAIL IMPOSED HAVE BEEN SERVED SO AN AMENDED MITTIS NOT NECESSARY. /SKM
06/10/2009 Report Event ID: 000044 E-Filed: N
DEF FAILED TO REPORT FOR JAIL 6/9/09 /JDP
08/04/2009 Certificate Filed Event ID: 000045 E-Filed: N
OFFICIAL COMPLETION - USEFUL PUBLIC SERVICE /JDP
09/09/2009 Cmplnt for Revoc of Probation Event ID: 000046 E-Filed: N
09/17/2009 Warrant Failur to Appear Event ID: 000047 E-Filed: N
DEF/ TORRES, REUBEN ROY JR
BOND RETURN DATE ANY WEDNESDAY AT 0900 AM SUBSEQUENT TO ARREST /JLH
BOND TYPE: CASH OR SURETY
Related Event WRQU Warrant Quashed 10/26/2009
09/17/2009 Review W/Appearance of Parties 09/17/2009 09:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: PFTA-Party Failed to Appear
09/29/2009 Filing Other Event ID: 000050 E-Filed: N
REPORT FROM INSURANCE COMPANY REGARDING RESTITUTION /JDF
09/30/2009 Filing Other Event ID: 000049 E-Filed: N
IMP/ ROCKY MOUNTAIN CABLE
LETTER AND INVOICES REGARDING DAMAGE AND RESTITUTION /JDF
09/30/2009 Motion Event ID: 000051 E-Filed: N
TO QUASH WARRANT FROM COLLECTIONS INVESTIGATOR /JDF
10/01/2009 Minute Order (print) Event ID: 000048 E-Filed: N
CI HAS SENT IN A REQUEST THAT THE WARRANT IN THIS CASE BE QUASHED BECAUSE DEF HAS PAID THE RESTITUTION IN THIS MATTER. THE WARRANT IN THIS CASE WAS ISSUED BECAUSE THERE IS A PENDING MOTION TO REVOKE DEF'S PROBATION FOR FAILURE TO TIMELY OBTAIN AN ALCOHOL EVALUATION AND DO REQUIRED TREATMENT. DEF HAD NOTICEOF A REVIEW HEARING ON 9/17/09 AND FAILED TO APPEAR FOR THAT REVIEW HEARING SOTHE COURT ISSUED THE WARRANT. CI'S REQUEST TO QUASH WARRANT IS DENIED, AS THEREASONS FOR ISSUANCE OF THE WARRANT WERE FAILURE TO APPEAR AND FAILURE TO COMPLY WITH ALCOHOL TREATMENT PROVISIONS OF SENTENCING ORDER.
10/05/2009 Minute Order (print) Event ID: 000052 E-Filed: N
ON 10/10/08 THE COURT GAVE DEF AN OPPORTUNITY TO RESPOND TO THE REQUEST FOR $6100 OF RESTITUTION; WHEN NO OBJECTION WAS FILED, AN ORDER OF RESTITUTION FOR $6100 WAS ENTERED. THE COLLECTION INVESTIGATOR HAS FILED A REPORT THAT RESTITUTION OF $4945 HAS BEEN PAID BY DEF'S INSURER; THE ATTACHMENTS TO THIS REPORT SUGGEST THAT $4945 IS THE AMOUNT OF RESTITUTION THAT SHOULD HAVE BEEN REQUESTED IN THIS CASE RATHER THAN THE $6100 REQUESTED AND ORDERED.
DEF IS CLEARLY ENTITLTED TO A DEDUCTION OF $4945 FROM THE RESTITUTION OWED.

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI

THIS AMOUNT OF DEDUCTION IS ORDERED. IF DEF IS ENTITLED TO ANY FURTHER CREDIT FOR REDUCTION IN RESTITUTION OR PAYMENTS BY INSURANCE COMPANY, A MOTIONCLEARLY REQUESTING THIS RELIEF NEEDS TO BE FILED. /SKM

10/23/2009 Entry of Appearance Event ID: 000056 E-Filed: N
ATY/ LOUDEN, VIRGINIA H

10/26/2009 Motion Event ID: 000053 E-Filed: N
DEF/ TORRES, REUBEN ROY JR

TO QUASH WARRANT AND CLOSE CASE /RIS

10/26/2009 Minute Order (print) Event ID: 000054 E-Filed: N

DEF HAS SUBMITTED PROOF THAT HE COMPLETED ALCOHOL CLASSES SO THE MOTION TO REVOKE PROBATION IS DISMISSED. NOBODY HAS RESPONDED TO THE COURT'S ORDER OF 10/5/09 REGARDING RESTITUTION OF $467 THAT HAS BEEN ORDERED IN THIS CASE BUT MAY NOT BE OWED, SO THIS AMOUNT IS STILL OUTSTANDING AND DEF NEEDS TO EITHER PAY THE AMOUNT OR SUBMIT PROOF TO DA/COLLECTIONS INVESTIGATOR THAT AMOUNTS SOUGHT FOR RESTITUTION WERE NOT OWED OR HAVE BEEN PAID.

THE COURT WILL GRANT THE MOTION TO QUASH. DEF STILL OWES THE $30 OJW FEE FOR HIS FAILURE TO APPEAR.

DEF WILL CONTINUE ON UNSUPERVISED PROBATION FOR THE DURATION OF THE PROBATION TERM AND NEEDS TO KEEP THE COURT ADVISED OF A GOOD MAILING ADDRESS AT ALL TIMES. NO FURTHER REVIEWS WILL BE SET UNLESS A NEW MOTION TO REVOKE PROBATIONIS FILED. /SKM

10/26/2009 Warrant Quashed Event ID: 000055 E-Filed: N
Related Event WFTA Warrant Failur to Appear 09/17/2009

10/29/2009 Report Event ID: 000057 E-Filed: N

ON RESTITUTION /AJW

10/30/2009 Motion Event ID: 000058 E-Filed: N
DEF/ TORRES, REUBEN ROY JR

MOTION TO AMEND RESTITUTION TO SUMM OF $4945 /DCR

11/02/2009 Minute Order (print) Event ID: 000059 E-Filed: N

THE COURT VACATES THE RESTITUTION ORDER IN THIS MATTER. THE FINANCIAL RECORDSSHOW THAT $688 IN RESTITUTION HAS BEEN SENT TO THE VICTIM IN THIS MATTER. THECOURT DIRECTS THAT ROCKY MOUNTAIN CABLE IS TO REPAY THE $688 OVERPAYMENT SO THAT THE MONEY CAN BE CREDITED TO THE DEF'S ACCOUNT.

LOUDEN; DA; CI; ROCKY MOUNTAIN CABLE /SKM

11/04/2009 Filing Other Event ID: 000060 E-Filed: N

ON 11/2/09 JUDGE MILLER VACATED THE RESTITUION ORDER AND ORDERED ROCKY MOUNTAIN CABLE TO REPAY OVERPAYMENT OF RESTITUTION IN THE AMOUNT OF $688.00. REFUND TO BE CREDITED TO DEF'S ACCOUNT. ONCE WE RECEIVE THE OVERPAYMENT, MONIES WILL NEED TO BE APPLIED TO ANY OUTSTANDING FINES AND COSTS, THE SENTENCE WILL NEED TO BE MODIFIED TO WAIVE THE RESTITUTION AMOUNT AND REGISTRY SET UP TO REFUND ANY REMAINING MONIES TO DEF. /JLH

11/04/2009 Minute Order (print) Event ID: 000061 E-Filed: N

ON 10/17/08 THE COURT RECEIVED AN APPEAL BOND IN THE AMOUNT OF $250.00 FROM ATTORNEY VIRGINIA LOUDEN ON BEHALF OF DEFENDANT. THE TRIAL COURT RECEIVED THE DISTRICT COURT'S ORDER AFFIRMING IT'S RULING ON 5/4/09. THE COURT HEREBY ORDERS THE $250.00 APPEAL BOND RETURNED TO ATTORNEY VIRGINIA LOUDEN. /JLH

11/13/2009 Filing Other Event ID: 000062 E-Filed: N

RETURNED MAIL SENT TO VIRGINIA LOUDEN /SEB

11/08/2010 Minute Order (print) Event ID: 000063 E-Filed: N

THE COURT VACATED THE RESTITUTION ORDER IN THIS CASE AND DIRECTED THAT ROCKY MOUNTAIN CABLE RETURN THE OVERPAYMENT OF $688 ON 11/3/09. TO DATE, THE COURT REGISTRY DOES NOT SHOW THAT ROCKY MOUNTAIN CABLE HAS COMPLIED WITH THE COURT'SORDER. DA'S VICTIM ADVOCATE IS DIRECTED TO CONTACT ROCKY MOUNTAIN CABLE AND CHECK ON THE STATUS OF RETURN OF OVERPAYMENT. DA'S ADVOCATE IS TO

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI

FILE REPORTWITHIN 14 DAYS. IF ROCKY MOUNTAIN CABLE REFUSES TO REPAY MONIES THEN A SHOW CAUSE ORDER WILL NEED TO BE ISSUED BY THE COURT. /SKM

11/08/2010 Review 11/02/2010 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: VACT-Vacated Note..: $688 RECV'D?

11/23/2010 Review 11/23/2010 07:00 AM A
Officer: SANDRA K MILLER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held Note..: RPRT FRM DA?

11/29/2010 Report Event ID: 000064 E-Filed: N

REPORT ON RESTITUTION AND MOTION FOR COSTS /ADA

11/30/2010 Minute Order (print) Event ID: 000065 E-Filed: N

DEF HAS PAID ALL OF HIS COSTS AND HIS PROBATION ENDED SUCCESSFULLY ON 9/3/10. IT APPEARS DEF OVERPAID THE VICTIM ROCKY MOUNTAIN CABLE IN THAT HE PAID THE RESTITUTION ORDERED BY THE COURTS AND HIS INSURANCE PAID THE SAME RESTITUTION AMOUNT. THE OVERPAYMENT WOULD NOT HAVE OCCURRED HAD DEF'S ATTORNEY FILED AN OBJECTION TO THE RESTITUTION OR OTHERWISE TAKEN ACTION TO AVOID THE VICTIM BEING PAID TWICE. THE VICTIM HAS DECLARED BANKRUPTCY SO DEF MAY SEEK RELIEF IN THE BANKRUPTCY COURT OR THRU OTHER LEGAL ACTION AGAINST ROCKY MOUNTAIN CABLE. CASE IS CLOSED. /SKM

BOND INFORMATION

Bond Id Number.....: 1 Bond Status....: BRLD
Set Date.....: 06/01/2008 Set Amount.....: $750.00 Type: CS
Post Date.....: 06/01/2008 Post Amount....: $750.00 Type: SUR
Professional Surety: Burkey, Geoffrey L
Prof Surety Power #: S05 01308038
Bond Instructions:
May use for Fines and Costs:
May be released to Defendant:

Bond Id Number.....: 2 Bond Status....: BSET
Set Date.....: 09/17/2009 Set Amount.....: $750.00 Type: CS
Post Date.....: Post Amount....: Type:
Bond Instructions:
May use for Fines and Costs:
May be released to Defendant:

End of Case: 2008 M 000279

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street , Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new hotel and restaurant license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, April 1, 2014, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: February 18, 2014

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

Dated this 21st day of February, 2014.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 21st day of February, 2014, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Ristras Restaurant and Cantina, LLC
516 E. Elm Street
Trinidad, CO 81082

Audra Garrett

Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

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

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

52337 March 7, 2014

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new hotel and restaurant license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, April 1, 2014, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: February 18, 2014.

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

Dated this 21st day of February, 2014.

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

Published: March 7, 2014 52337

Krysta E. Toci

Subscribed and sworn to before me this 7 day of March, A. D., 2014.

Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires August 26, 2015

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, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street, Trinidad, Colorado, which business has applied for a new hotel and restaurant 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 6th day of March, 2014.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 6th day of March, 2014.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett

Audra Garrett, City Clerk

2/21/14

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

Applicant: Ristras Restaurant and Cantina, LLC

dba: Ristras Restaurant and Cantina

Address: 516 E. Elm Street

Type of License: Hotel and Restaurant

_____ Renewal _____Transfer _____ Change of Location __X__ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014, 7:00 p.m.

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: minor violations

2-26-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 12, 2014

2/21/14

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

Applicant: Ristras Restaurant and Cantina, LLC

dba: Ristras Restaurant and Cantina

Address: 516 E. Elm Street

Type of License: Hotel and Restaurant

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014, 7:00 p.m.

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved

2-25-2014
Date

Chris D. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 12, 2014

2/21/14

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

Applicant: Ristras Restaurant and Cantina, LLC

dba: Ristras Restaurant and Cantina

Address: 516 E. Elm Street

Type of License: Hotel and Restaurant

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014, 7:00 p.m.

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: No ISSUES

2-24-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 12, 2014

CITY of TRINIDAD

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

February 21, 2014

Ristras Restaurant and Cantina, LLC
d/b/a Ristras Restaurant and Cantina
516 E. Elm Street
Trinidad, CO 81082

Dear Applicant:

You recently applied for a new hotel and restaurant liquor license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, April 1, 2014, 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. <u>All applicants</u> (with the exception of club licenses) have the burden of proving that the <u>needs</u> of the neighborhood and <u>desires</u> 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.

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.

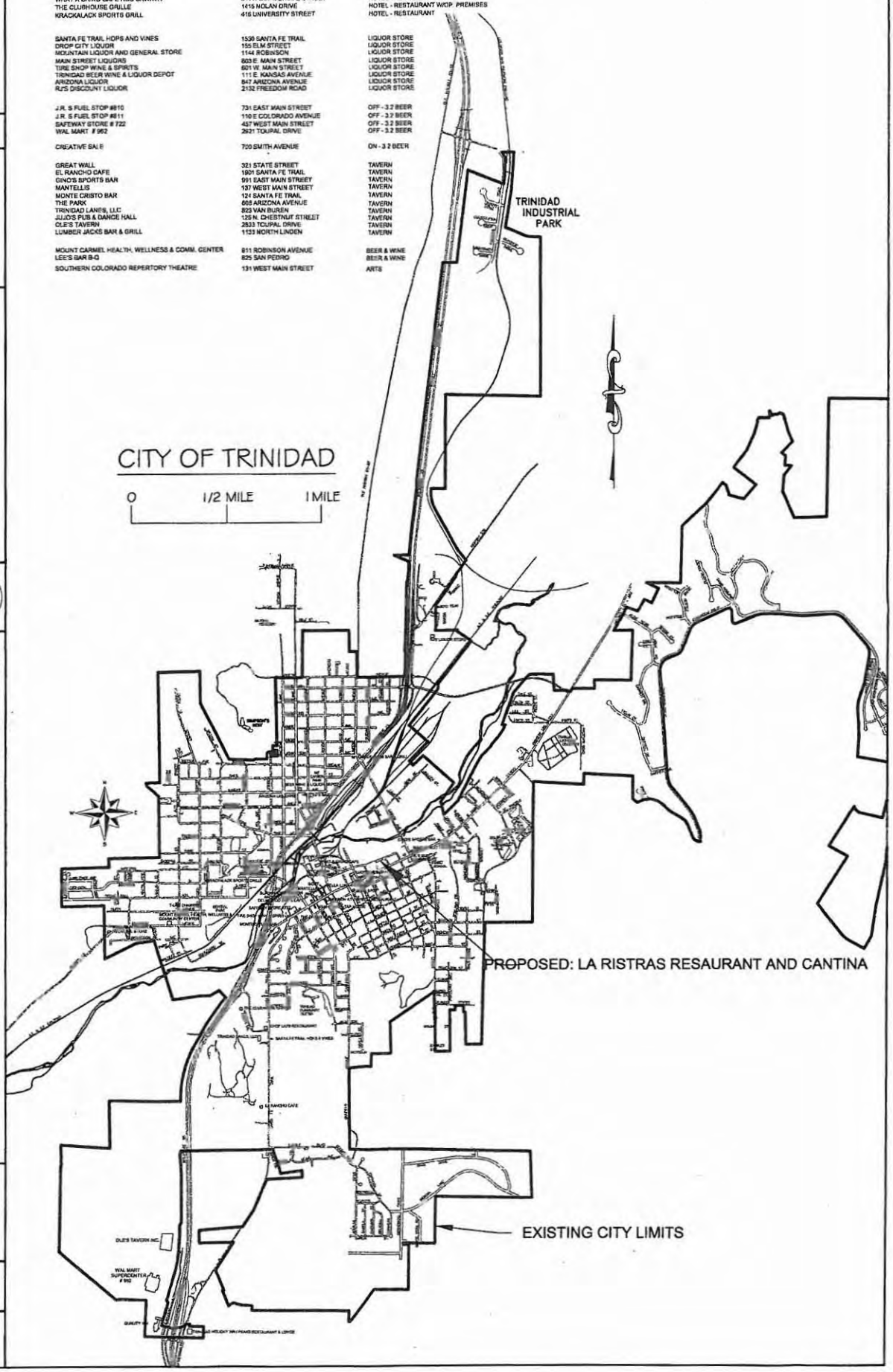
Sincerely,

Audra Garrett

Audra Garrett
City Clerk

Encs.

TRADE NAME	BUSINESS ADDRESS	TYPE OF LICENSE
ELKS, BPOE	126 SOUTH MAPLE STREET	CLUB
QUALITY INN	3125 TOUPAL DRIVE	HOTEL - RESTAURANT
BLACK JACK'S SALOON AND STEAK HOUSE	225 WEST MAIN STREET	HOTEL - RESTAURANT
CHEF LIU'S RESTAURANT	1423 SANTA FE TRAIL	HOTEL - RESTAURANT
GINO'S RESTAURANT	400 EAST MAIN STREET	HOTEL - RESTAURANT
MISSION AT THE BELL RESTAURANT	134 WEST MAIN STREET	HOTEL - RESTAURANT
WONDERFUL HOUSE RESTAURANT	415 UNIVERSITY STREET	HOTEL - RESTAURANT
BELLA LUNA PIZZERIA	121 WEST MAIN STREET	HOTEL - RESTAURANT
TRINIDAD HOLIDAY INN / PEAKS RESTAURANT & LOUNGE	3150 SANTA FE TRAIL DRIVE	HOTEL - RESTAURANT
MAIN STREET TAP HOUSE	308 WEST MAIN STREET	HOTEL - RESTAURANT
BRIX, INC.	231 EAST MAIN STREET	HOTEL - RESTAURANT
WHAT A GRINO CAFE RGS SAWAYA	341 N COMMERCIAL STREET	HOTEL - RESTAURANT
THE CLUBHOUSE GRILLE	1415 NOLAN DRIVE	HOTEL - RESTAURANT W/OP. PREMISES
KRACKALACK SPORTS GRILL	416 UNIVERSITY STREET	HOTEL - RESTAURANT
SANTA FE TRAIL HOPS AND VINES	1530 SANTA FE TRAIL	LIQUOR STORE
DROP CITY LIQUOR	155 ELM STREET	LIQUOR STORE
MOUNTAIN LIQUOR AND GENERAL STORE	1144 ROBINSON	LIQUOR STORE
MAIN STREET LIQUORS	603 E. MAIN STREET	LIQUOR STORE
TIRE SHOP WINE & SPIRITS	601 W. MAIN STREET	LIQUOR STORE
TRINIDAD BEER WINE & LIQUOR DEPOT	111 E. KANSAS AVENUE	LIQUOR STORE
ARIZONA LIQUOR	847 ARIZONA AVENUE	LIQUOR STORE
RJ'S DISCOUNT LIQUOR	2132 FREEDOM ROAD	LIQUOR STORE
J.R. S FUEL STOP #810	731 EAST MAIN STREET	OFF - 3.2 BEER
J.R. S FUEL STOP #811	110 E COLORADO AVENUE	OFF - 3.2 BEER
SAFEWAY STORE # 722	437 WEST MAIN STREET	OFF - 3.2 BEER
WAL MART # 962	2521 TOUPAL DRIVE	OFF - 3.2 BEER
CREATIVE SALE	700 SMITH AVENUE	ON - 3.2 BEER
GREAT WALL	321 STATE STREET	TAVERN
EL RANCHO CAFE	1901 SANTA FE TRAIL	TAVERN
GINO'S SPORTS BAR	991 EAST MAIN STREET	TAVERN
MANTELLIS	137 WEST MAIN STREET	TAVERN
MONTE CRISTO BAR	124 SANTA FE TRAIL	TAVERN
THE PARK	605 ARIZONA AVENUE	TAVERN
TRINIDAD LANES, LLC	823 VAN BUREN	TAVERN
JUJO'S PUB & DANCE HALL	125 N. CHESTNUT STREET	TAVERN
OLE'S TAVERN	2533 TOUPAL DRIVE	TAVERN
LUMBER JACKS BAR & GRILL	1133 NORTH LINDEN	TAVERN
MOUNT CARMEL HEALTH, WELLNESS & COMM. CENTER	811 ROBINSON AVENUE	BEER & WINE
LEE'S BAR B-Q	825 SAN PEDRO	BEER & WINE
SOUTHERN COLORADO REPERTORY THEATRE	131 WEST MAIN STREET	ARTS



City of Trinidad Engineering Department

City of Trinidad - Liquor Licenses 2009

PROJECT NO.

SHEET NO. 1

TOTAL SHEETS 1

\Clerk\Liquor

7a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 1

SUBJECT: Public hearing and second reading of an ordinance correcting the article number identified in Ordinance No. 1955, which established regulations and licensing requirements for medical marijuana businesses

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Approve the ordinance on second reading

SUMMARY STATEMENT: The proposed ordinance would correct an error in Ordinance No. 1955

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The error in the Article number was discovered when Ms. Marshall was codifying the ordinance.
- The ordinance was approved on first reading on March 18, 2014.

7a

City of Trinidad, Colorado
1870

ORDINANCE NO.

AN ORDINANCE CORRECTING THE ARTICLE NUMBER IDENTIFIED IN ORDINANCE NO. 1955, WHICH ESTABLISHED REGULATIONS AND LICENSING REQUIREMENTS FOR MEDICAL MARIJUANA BUSINESSES

WHEREAS, Ordinance 1955, finally passed and approved on March 4, 2014, designated Article 12 as the location in the Code of Ordinances for the repeal and re-enactment of the code affecting medical marijuana businesses; and

WHEREAS, Article 12, as it exists in the Code of Ordinances, pertains to the Retail Marijuana Local Licensing Authority; and

WHEREAS, both ordinances are in full force and effect; and

WHEREAS, it is City Council's desire to correct the discrepancy and codify the ordinance language accordingly.

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

The Code of Ordinances of the City of Trinidad, Colorado is amended by the assignment of the adopting ordinance of the Medical Marijuana Regulations and Licensing Requirements, Ordinance No. 1955, as referenced above, to Article 11 of Chapter 14.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED PUBLISHED this 18th day of March, 2014.

FINALLY PASSED AND APPROVED this ____ day of April, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of April, 2014.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

7b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: **APRIL 1, 2014**
PREPARED: **March 19, 2014**
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: **1**

UBJECT: Consideration of an Ordinance Adjusting Trinidad Landfill Fees.

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Staff recommends City Council approve the Ordinance adjusting the City of Trinidad Landfill Fees on first reading.

SUMMARY STATEMENT:
It has been over 10 years since the rates at the Trinidad Landfill were adjusted. Since this time, several important updates have been done at the site; in addition, the cost of operating the Landfill has increased. The City is also required by State mandate to maintain funds for the closure and post closure monitoring of the Landfill.

The Ordinance adjusting Landfill was previously presented and discussed by City Council in late January 2014. Staff received additional input regarding the proposed rate change regarding fees for roll-off containers. Instead of weight charge for roll off containers a flat fee will be assessed based on the size of the container. The same fee will be charged regardless of if the roll-off container is full or partially full. An additional 10% charge will be added to the fee if the container is filled above the top of the container.

Interest has been expressed from an individual to lease and operate the scale for a set fee payable to the City. Staff is anticipating receiving a written proposal and will evaluate the feasibility of the proposal and need to solicit additional proposals. This will potentially enhance revenue from landfill operations as well.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Increasing the City of Trinidad Landfill Fees as recommended.

ALTERNATIVE: City Council could elect to approve a greater fee increase, modify the recommendations presented or could elect to not increase fees.

7b

BACKGROUND INFORMATION:
The City of Trinidad owns and operates the Trinidad Landfill located at 2401 North State Street. The Landfill is open to the public Monday – Friday from 7:00 to 3:00 and Saturday from 8:00 to 12:00. The City currently employs 3 full time personnel at the Landfill.

It has been in excess of 10 years since the rates at the Landfill were adjusted. Since this time, several important updates have been done at the site. The City purchased a scale, which will allow vehicles to be weighed and waste to be calculated by weight rather than cubic yard. Also, the City purchased additional land that will be used to provide necessary cover (dirt) for the deposited waste in the future.

Staff researched comparable landfills in the region and used these findings to recommend the following fee increases. The current Landfill rates and recommended increases are as follows:

	Current Rate	**Recommended Increase**	**New Rate**
Resident of City:			
Typical Waste	$4.00/cubic yard(cyd)	$2.00/cyd	$6.00/cyd
Construction Waste	$4.00/cyd	$3.00/cyd	$7.00/cyd
Yard Waste	$4.00/cyd	$3.00/cyd	$7.00/cyd
35 Gallon Bag Sticker	$0.65/bag	$0.35/bag	$1.00/bag
Resident of County:			
Typical Waste	$4.00/cyd	$2.50/cyd	$6.50/cyd
Construction Waste	$4.00/cyd	$4.00/cyd	$8.00/cyd
Yard Waste	$4.00/cyd	$4.00/cyd	$8.00/cyd
35 Gallon Bag Sticker	$0.65/bag	$0.60/bag	$1.25/bag
Commercial:			
Typical Waste	$4.00/cyd	$2.00/cyd	$20.00/ton = $6.00cyd
Construction Waste	$4.00/cyd	$3.00/cyd	$23.33/ton = $7.00cyd
Special Waste:	$6.00/cyd	$4.00/cyd	$10.00/cyd
Tires:	$1.00 - $2.50 - $15.00	$1.00 - $1.50 - $3.00	$2.00 - $4.00 - $18.00

Based on the three year average (2010, 2011, and 2012) the Trinidad Landfill processed 42,953 cubic yards of refuse. Using this average, staff conservatively estimates an increase in Landfill revenue of $86,000 per year based on new rates. It can be anticipated with the other fee changes we should see additional increase in revenue.

City of Trinidad, Colorado

ORDINANCE NO.

AN ORDINANCE ADJUSTING THE CITY OF TRINIDAD LANDFILL FEES

WHEREAS, the City of Trinidad owns and operates a municipal solid waste disposal facility; and

WHEREAS, it has been in excess of ten years since the City adjusted landfill fees; and

WHEREAS, a rate increase is necessary in order to provide sufficient revenues to cover operation and maintenance of the municipal landfill.

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

1. Section 11-12, City Landfill Fees of Chapter 11, Municipal Solid Waste, of the Code of Ordinances of the City of Trinidad is repealed and re-enacted in its entirety as follows:

Section 11-12. City Landfill Fees.

(1) Fees assessed for the disposal of garbage, trash, and tire carcasses, and all other types of acceptable refuse at the Trinidad Landfill shall be at the following rates for each delivery:

(a) City residents

(I) Typical municipal waste, $5.75 per cubic yard
(II) Construction waste, $6.75 per cubic yard
(III) Yard waste, $6.75 per cubic yard
(IV) One dollar ($1.00) per container of waste material not to exceed thirty-five (35) gallons in volume

(b) County residents

(I) Typical municipal waste, $6.25 per cubic yard
(II) Construction waste, $7.75 per cubic yard
(III) Yard waste, $7.75 per cubic yard
(IV) One dollar and twenty-five cents ($1.25) per container of waste material not to exceed thirty-five (35) gallons in volume

(c) Commercial haulers, roll offs and any other non-residential large scale vehicle

(I) Typical municipal waste, $20.00 per ton (equivalent to $5.75 per cubic yard plus $0.25 surcharge referenced in Section 11-12(1)(e))

(II) Construction waste, $23.33 per ton (equivalent to $6.75 per cubic yard plus $0.25 surcharge referenced in Section 11-12(1)(e))

(III) Roll off containers will be charged a flat fee as follows:

- 10 cubic yards -$60.00
- 15 cubic yards - $90.00
- 20 cubic yards - $120.00
- 30 cubic yards - $180.00
- 40 cubic yards - $260.00

(A 10% charge will be added to the fee for containers that are overfilled)

(d) Special waste shall not be subject to the rate set forth in subsection (a) or (b), but instead shall be subject to the following rates.

	Disposal fee
(I) Special wastes such as contaminated soil, sand trap waste, non-friable asbestos, and other similar wastes which require additional handling by landfill personnel	$9.75 per cubic yard minimum fee, special negotiation may be required.
(II) Passenger car tires and light truck tires up to and including a 16 ½" wheel size	$2.00 per tire
(II) Medium duty and heavy duty truck tires ranging in size larger than a 16 ½" wheel up to and including a 22 ½" wheel	$4.00 per tire
(III) All tires sizes larger than a 22 ½" wheel up to and including heavy equipment tires	$18.00 per tire

(e) A surcharge of $0.25 per cubic yard for anticipated future landfill closure expenses shall be added to the foregoing fees, set forth in subsections (a)(b)(c) and (d)(I) with the revenues from such surcharge to be placed in a restricted fund, to be used for landfill closure purposes only.

(2) Such fees shall be in effect and added to the monthly utility bill commencing with the adoption of this ordinance and shall be due and payable with said utility bill. Any individual who is not a customer of one or more of the City's utility services shall be billed the following month for the prior month's charges and payments are due and payable upon receipt of statement.

(3) All garbage, rubbish, or other waste material under the control of the City at the City landfill, shall be the property of the City, and it shall be unlawful for any person to enter upon such sites, or carry off, dispose of, burn or in any manner disturb or molest any matter or item deposited or existing upon such sites, except under the direction or authority of the Public Works Director or his/her designee.

(4) All vehicles hauling municipal waste for disposal at the landfill shall be enclosed or tarped. Any person who does not comply with this requirement shall be assessed a double charge for disposal of his/her load.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED, this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____day of _____, 2014.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

8a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 6

SUBJECT: Hotel and restaurant liquor license renewal request by Bella Luna, LLC d/b/a Bella Luna Pizzeria at 121 W. Main Street

PRESENTER: Bella Luna, LLC representative

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The departmental report from the Fire Department indicates a satisfactory inspection is on file.
- The Building Inspector advises minor repairs are necessary.
- The Police Department had no calls for service.
- The Health Department reported compliance.
- Disclosure statement provided by Councilmember Miles is attached.
- Appropriate fees have been paid.

8a

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$500.00
Storage Permit $100 x ____	_____
Optional Premise $100 x ____	_____
Related Resort $75 x ____	_____
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue**. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

BELLA LUNA PIZZERIA
PO BOX 6
TRINIDAD CO 81082-0006

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW — **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
BELLA LUNA LLC		BELLA LUNA PIZZERIA		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
42593620000	Hotel & Restaurant (city)	42593620000	5/7/2014	3/23/2014
Street Address				Phone Number
121 W MAIN ST TRINIDAD CO 81082-2617				(303) 946 2318
Mailing Address				
PO BOX 6 TRINIDAD CO 81082-0006				
Operating Manager	Date of Birth	Home Address		Phone Number
JOHN J. QUINN	[redacted]	[redacted] Trinidad, Co 81082		[redacted]

1. Do you have legal possession of the premises at the street address above? ☐ YES ☒ NO
   Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 4/2015
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO

   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
JOHN J. QUINN SANDRA R. Nichols	OWNERS
Signature	Date
	3/11/14

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Trinidad		
Signature	Title	Attest
	Mayor	

3/12/14

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

Applicant: Bella Luna, LLC

dba: Bella Luna Pizzeria

Address: 121 W. Main Street

Type of License: Hotel and Restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file - inspected ok

3-13-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

3/12/14

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

Applicant: Bella Luna, LLC

dba: Bella Luna Pizzeria

Address: 121 W. Main Street

Type of License: Hotel and Restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: need some repairs that will be made by the owner

3-14-14
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

3/12/2014

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

Applicant's Name: Bella Luna, LLC

DBA: Bella Luna Pizzeria

Business Address: 121 W. Main Street

Type of License: Hotel and Restaurant

X Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

3-20-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Wednesday, March 12, 2014 3:52 PM
To: Audra Garrett
Subject: RE: liquor

Hi Audra,
The Bella Luna Pizzeria located at 121 W. Main Street is in Compliance with this Agency. John

John Martinez
Environmental Health Specialist III
jmartinez@la-h-health.org

From: Audra Garrett [mailto:audra.garrett@trinidad.co.gov]
Sent: Wednesday, March 12, 2014 9:22 AM
To: John Martinez
Subject: liquor

Hi John,
Please verify compliance with your office for Bella Luna Pizzeria at 121 W. Main Street. Thank you!

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

DISCLOSURE STATEMENT

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

Michelle Miles

12/4/12

Date

8b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS:

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

PRESENTER: Fisher's Peak Lodging, LLC representative

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The departmental report from the Fire Department states that the applicant is correcting storage issues and recommends the approval of the renewal.
- The Building Inspector advises that the air gap taps are not to code and that he would follow up in two weeks.
- The Police Department had no calls for service.
- The Health Department reported compliance.
- Disclosure statement provided by Councilmember Miles is attached.
- Appropriate fees have been paid.

8b

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$500.00
Storage Permit $100 x ____	_____
Optional Premise $100 x ____	_____
Related Resort $75 x ____	_____
Amount Due/Paid	

TRINIDAD HOLIDAY INN PEAKS RESTAURANT & LOUNGE

2301 8TH AVE NE STE 120
ABERDEEN SD 57401-3252

Make check payable to: **Colorado Department of Revenue.** The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW — **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
FISHERS PEAK LODGING LLC		TRINIDAD HOLIDAY INN PEAKS RESTAURANT & LOUNGE		
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
15662390000	Hotel & Restaurant (city)	15662390000	5/20/2014	4/5/2014
Street Address				**Phone Number**
3130 SANTA FE TRL DR TRINIDAD CO 81082-3760				(605) 225 0058
Mailing Address				
2301 8TH AVE NE STE 120 ABERDEEN SD 57401-3252				
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Kevin Weisbeck	[redacted]	[redacted] Aberdeen, SD		[redacted]

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
   Is the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Kevin Weisbeck	Owner
Signature	**Date**
	2/18/14

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Trinidad		
Signature	**Title**	**Attest**
	Mayor	

3/10/14

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

Applicant: Fisher's Peak Lodging, LLC

dba: Trinidad Holiday Inn Peaks Restaurant & Lounge

Address: 3130 Santa Fe Trail Drive

Type of License: Hotel and Restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: CORRECTING STORAGE ISSUES
O.K. FOR RE-NEWAL

3/11/14
Date

CAPT. Trammell
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

3/10/14

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

Applicant: Fisher's Peak Lodging, LLC

dba: Trinidad Holiday Inn Peaks Restaurant & Lounge

Address: 3130 Santa Fe Trail Drive

Type of License: Hotel and Restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Air gap taps will varify in not to code 2 weeks

3-12-2014
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

3/10/2014

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

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

DBA: Trinidad Holiday Inn/Peaks Restaurant

Business Address: 3130 Santa Fe Trail

Type of License: Hotel and Restaurant

_X_ Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

3-20-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 20, 2014

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Wednesday, March 12, 2014 3:49 PM
To: Audra Garrett
Subject: RE: liquor

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

John Martinez
Environmental Health Specialist III
jmartinez@la-h-health.org

From: Audra Garrett [mailto:audra.garrett@trinidad.co.gov]
Sent: Monday, March 10, 2014 4:23 PM
To: John Martinez
Subject: liquor

Please confirm compliance for Fishers Peak Lodging LLC d/b/a Trinidad Holiday Inn Peaks Restaurant & Lounge at 3130 Santa Fe Trail Drive. Thank you.

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

DISCLOSURE STATEMENT

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

Michelle Miles

12/4/12

Date

8c

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
 # OF ATTACHMENTS: 12

SUBJECT: Special event permit request (malt, vinous and spirituous) by Trinidad State Junior College Educational Foundation, Scott Gymnasium, 600 Prospect Street, for April 26, 2014

PRESENTER: Trinidad State Junior College Educational Foundation representative

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The departmental report from the Building Inspector and Fire Chief did not indicate any issues. The Fire Department Safety Plan was approved by the Fire Chief.
- Police Department recommends following the security plan.
- Disclosure statement is provided by Councilmember Miles.
- Appropriate fees have been paid.

8c

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

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.)***

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☑ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

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
Trinidad State Junior College Educational Foundation

State Sales Tax Number (Required)
06-01226-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
600 Prospect Street
Trinidad, CO 81082

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
600 Prospect Street
Trinidad, CO 81082

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Miriam Zappanti	[redacted]	[redacted] Trinidad, CO 81082	[redacted]
5. EVENT MANAGER Toni DeAngelis	[redacted]	[redacted] Trinidad, CO 81082	[redacted]

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

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

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

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

Date April 26, 2014	Date	Date	Date	Date
Hours From 4:30 p.m. To 11:00 p.m.	Hours From .m. To .m.	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	TITLE	DATE
Toni DeAngelis	Executive Director	03/11/2014

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)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Trinidad	☒ CITY ☐ COUNTY	(719) 846-9843

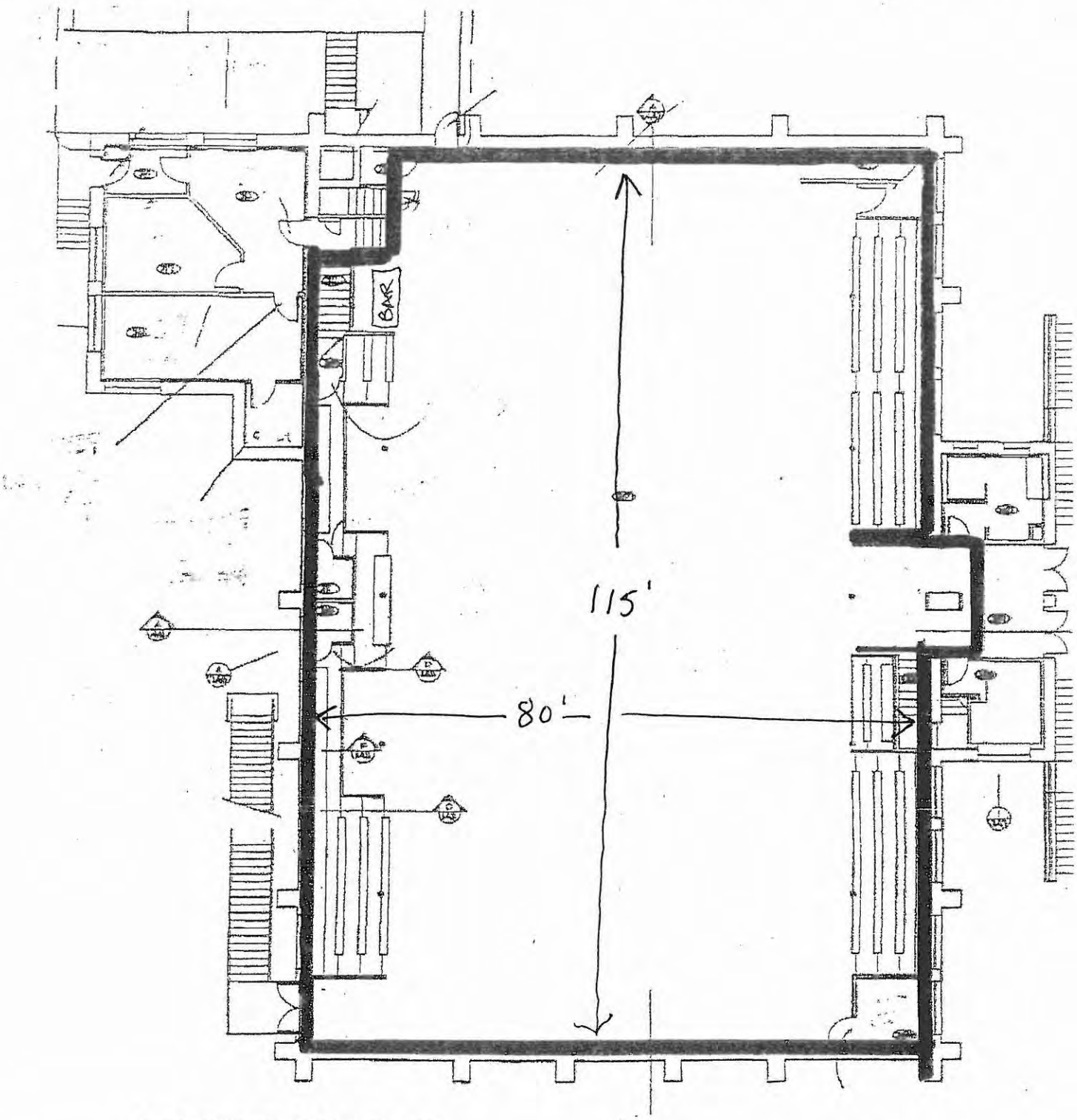
SIGNATURE	TITLE	DATE
	Mayor	

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 Size)



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0'

HB&A
Higginbotham/Briggs & Assoc.
540 N Cascade Suite 300
Colorado Springs Co 80903
(719) 473 7063

Scott Gymnasium Renovation, TSJC

SCOTT GYMNASIUM

TRINIDAD STATE JUNIOR COLLEGE

TRINIDAD, COLORADO

TRINIDAD STATE
COLORADO

March 10, 2014

Colorado Department of Revenue
Liquor Enforcement Division
1375 Sherman Street
Denver, CO 80261

RE: Permission for Use of Premises and Security

To Whom It May Concern:

In reference to the Trinidad State Junior College Educational Foundation's request for a special events permit, this letter shall serve as notice that Trinidad State Junior College hereby gives permission for use of the Scott Gymnasium by the TSJC Educational Foundation for its upcoming social event on April 26, 2014. In addition, the College will work with its private vendor and/or the City of Trinidad for campus security for the above mentioned event.

Should you need further information, please contact me at 719-846-5541.

Sincerely,

Carmen M. Simone, Ph.D.
President

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

TRINIDAD STATE JUNIOR COLLEGE EDUCATIONAL FOUNDATION

is a **Nonprofit Corporation** formed or registered on 01/12/1968 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 19871197913.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/21/2014 that have been posted, and by documents delivered to this office electronically through 02/24/2014 @ 11:13:08.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/24/2014 @ 11:13:08 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8772321.

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."

3/18/14

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

Applicant: Trinidad State Junior College Educational Foundation

dba: Fundraiser event – April 26, 2014

Address: 600 Prospect Street

Type of License: Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file / Safety plan on file

3-18-14
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 26, 2014

FIRE SAFETY PLAN
TSJC Educational Foundation
Fun & Friendraiser

Purpose:

To highlight both fire and safety plans in case of an emergency during the Special Event at Scott Gym on the TSJC Campus.

Preventive Measures:

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

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

INSIDE THE BUIDLING:

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

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

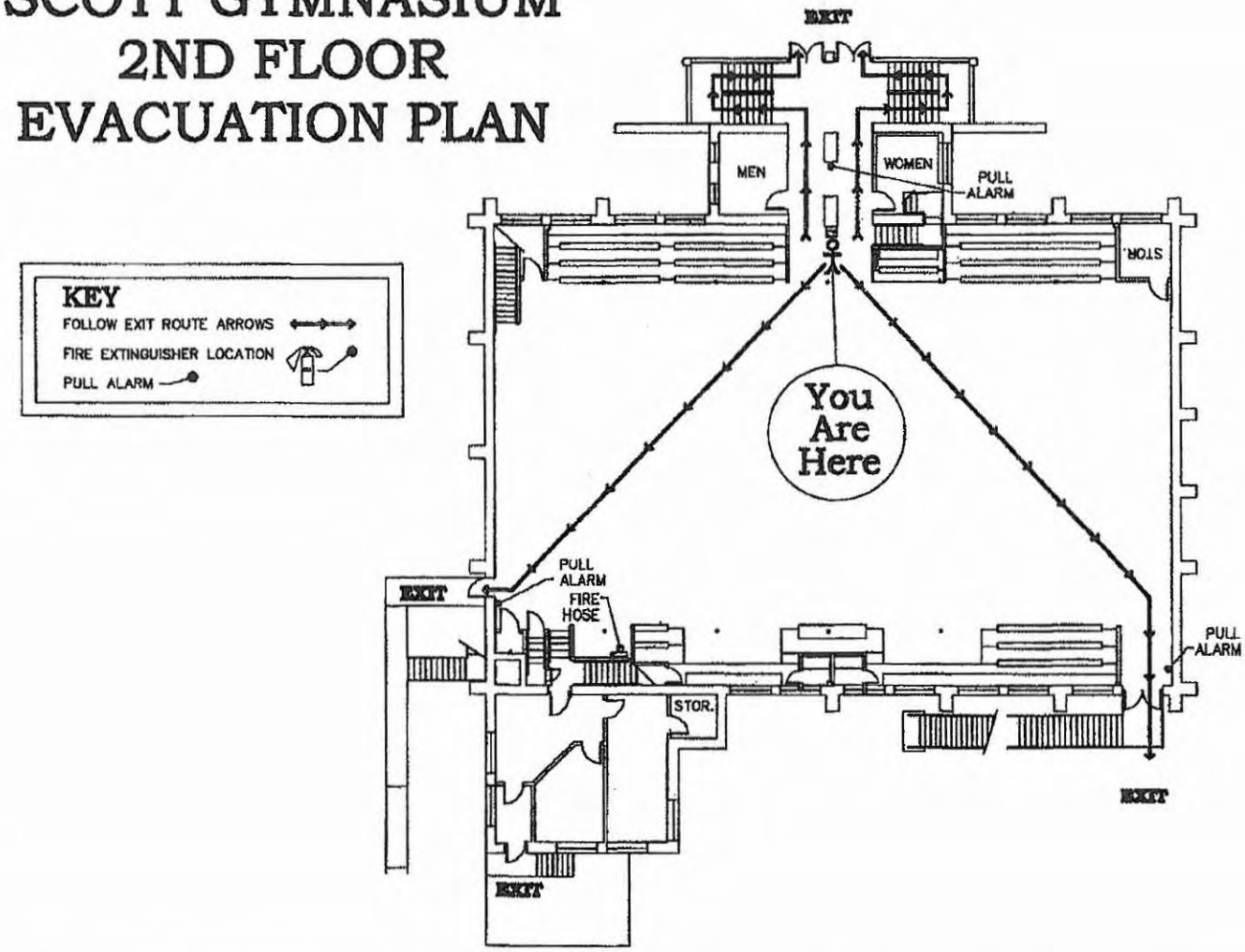
The occupancy load of the building as determined by the Trinidad Fire Department will be strictly adhered to by the TSJC Educational Foundation and the TSJC staff and security.

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

Submitted By: Toni DeAngelis
Toni DeAngelis, Executive Director

Approved By: _____
Tim Howard, Fire Chief

SCOTT GYMNASIUM
2ND FLOOR
EVACUATION PLAN



3/18/14

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

Applicant: Trinidad State Junior College Educational Foundation

dba: Fundraiser event – April 26, 2014

Address: 600 Prospect Street

Type of License: Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: OK when approved by the Fire Chief

3-21-2014
Date

Chris S. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 26, 2014

3/18/2014

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

Applicant's Name: Trinidad State Junior College Educational Foundation

DBA: Fundraiser event - April 26, 2014

Business Address: 600 Prospect Street

Type of License: Malt, Vinous and Spirituous

____ Renewal ____ Transfer ____ Change of Location ____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 1, 2014

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

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

3-20-14
Date

Charles J. Gallanis
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 26, 2014

Operations Plan
TSJC "Friends in Fun Fundraiser"

Date of Operation: April 26, 2014
Operational Period's: 1700-2300

Location of operation: TSJC Scott Gym

Operation Objectives: This is a fundraiser held by TSJC to raise funds for the TSJC Educational Foundation. During this event, a silent auction is held, along with guest speakers. A dinner will also be provided at a cost to the event guests. Alcoholic beverages will also be sold at this event. It is anticipated that approximately 200-250 guests will attend this event.

This event will be held on April 26, 2014 from 1700-2300 hours. It will be confined to the TSJC Scott gym.

Radio Frequency: TSJC Security will utilize the TPD 800 Mgz radio frequency for notification of TPD of any incident requiring the response of law enforcement to the event.

Handling of calls within operations area: Security for this event will be provided by the Trinidad State Junior College Security office. Two (2) security officers will be assigned to this event.

All calls for service will be handled by on duty police officers who will be summoned by TSJC Security officers.

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

Personnel operating the bar will have received TIPS training. The BAR will require two (2) persons to operate the bar.

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.

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 Gym. Security will notify TPD for appropriate enforcement action.

The event will have in place an accounting system for tracking all bar receipts and tip receipts. A "TIP" Jar will not be left where it can be accessed by unauthorized persons. TIP jars will be emptied and accounted for during normal cash drops.

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

Person(s) assigned to the BAR shall wear a distinctive colored shirt. This is so they can be easily identified as being authorized to work in the BAR area.

Operations area: The operations area of this event is defined as the confines of the main gym area of the TSJC Scott Gym. A TSJC Film crew will be on the upper level of the Gym. NO other persons will be allowed in this area. All access to these areas will be marked with signs and barricades to prevent access to the upper level of the gym. Access to the lower (locker room area) of the gym will also be marked with signage and barricade tape to prevent unauthorized access by guests.

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

TSJC Representative: Tom DeAngeles Date: 3-12-14

TSJC Representative: [illegible] Date: 3-12-14

TPD Approval: [illegible] Date: 3-14-14

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, Trinidad State Junior College Educational Foundation, 600 Prospect Street, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 600 Prospect Street, Trinidad, Colorado, on April 26, 2014, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 18th day March, 2014.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 18th day of March, 2014.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett

Audra Garrett, City Clerk

DISCLOSURE STATEMENT

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

Michelle Miles

12/4/12

Date

8d

CITY OF TRINIDAD, COLORADO
1875

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: **April 1, 2014**
PREPARED BY: **Tara Marshall and Linda Vigil**
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: **1**

SUBJECT: An Ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Staff recommends City Council approve the Ordinance providing for the control of cross-connections to prevent backflow and protect the City's water supply system from contamination on first reading.

SUMMARY STATEMENT:
The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the city's public water system, comply with Article 11 of the Colorado Drinking Water Regulations and protect the city's water supply. The ordinance shall allow staff to implement the program to identify possible cross connections, ensure that cross connection control devices are installed where needed, and to set forth the schedule of periodic testing of the installed control devices. It should be noted that the city is not in compliance and may be subject to future penalties.

EXPENDITURE REQUIRED: The costs associated with the installation, maintenance and the inspection of the backflow preventers will be the customer's responsibility; however, city facilities will be required to comply with the ordinance and staff will have to survey the needs of city facilities to determine the cost.

SOURCE OF FUNDS: City Department Budgets - based upon designated location of backflow device within city owned facilities.

POLICY ISSUE:
A Backflow Prevention/Cross Connection Program is mandated and necessary to comply with Article 11 of the Colorado Drinking Water Regulations. The approval of the ordinance will allow staff to implement and enforce the program and protect the City's water supply by preventing cross connection and backflow problems.

ALTERNATIVE: City Council could request modifications to the proposed ordinance.

8d

BACKGROUND INFORMATION:

The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the public water system, comply with Article 11 of the Colorado Drinking Water Regulations and protect the city's water supply. The implementation of the program will allow staff to identify possible cross connections, ensure that cross connection control devices are installed where needed, and ensure the installed devices are tested regularly. The cross connection/backflow prevention ordinance was provided to City Council on January 10, 2012 for discussion during a work session by then Superintendent Jim Fernandez. The cost to the customers was discussed by City Council members at length and at the time City Manager Gil de Rubio was also working on an energy audit in hopes of offsetting some of the cost to the customers created by the imposition of requirements of the ordinance. The implementation of the program was postponed at that time and due to employee turnover the ordinance was further delayed. It is now necessary to bring this issue to the forefront to comply with the state mandate.

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CONTROL OF CROSS-CONNECTIONS IN ORDER TO PREVENT BACKFLOW AND PROTECT THE CITY'S WATER SUPPLY SYSTEM FROM CONTAMINATION.

WHEREAS, the City of Trinidad's Water Department is a water activity enterprise of the City of Trinidad that operates and maintains a public water system for the use and benefit of the inhabitants of the City and other water users within its service area; and

WHEREAS, the federal Safe Drinking Water Act, codified as 42 USC § 300f, et seq., and the regulations promulgated with respect thereto, create a duty for federal, state and local authorities to do those things necessary to protect public water systems, such as the City's, from the entry of contaminants that could be harmful to the health of persons connected to and otherwise using such system; and

WHEREAS, federal law authorizes civil and criminal actions against persons, including governmental entities that operate water supply systems, that fail to comply with lawful orders issued pursuant to the Safe Drinking Water Act and associated regulations; and

WHEREAS, the State of Colorado has adopted a statute generally making it unlawful for any person, including local governments and the officials thereof, to willfully violate, disobey or disregard any public health law of the state (see § 25-1-114, C.R.S.); and

WHEREAS, in response to the federal mandate in the Safe Drinking Water Act, this Colorado statute specifically makes it unlawful for any person to make, install or maintain any cross-connection between a water system providing drinking water to the public and any pipe, plumbing fixture or water system which contains water of a quality below the minimum general standards for drinking water supplied to the public [§ 25-1-114(1)(h), C.R.S.]; and

WHEREAS, in addition to possible criminal penalties, Colorado law permits the institution of civil actions and the imposition of civil penalties against those who violate state public health standards and regulations (§ 25-1-114.1, C.R.S.); and

WHEREAS, the Colorado Primary Drinking Water Regulations, contained in Article 11 as it currently exists or as may be amended thereof, mandates that a public water system shall have no uncontrolled cross connections to pipes, fixtures or supplies that contain water not meeting minimum state standards for drinking water and also require all public water system operators to protect their water supply systems from contamination; and

WHEREAS, said regulations also enumerate four ways in which a supplier of water "shall protect the public water system," including:

a. Identification of hazardous service connections;

b. Requiring system users to install and maintain containment devices on health hazard service connections;

c. Requiring that containment devices be approved by the water supplier prior to installation; and

d. Requiring that all containment devices be tested and maintained as necessary upon installation and at least annually thereafter, by a trained and certified cross-connection control technician as referenced in the Hazardous Cross Connection Section of the Colorado Primary Drinking Water Regulations; and

WHEREAS, in order to comply with the foregoing federal and state mandates, and more importantly to do what is necessary and prudent to protect the City's water supply system and the health and welfare of those connected to its system, the City Council of the City of Trinidad has determined that a cross-connection control ordinance, as hereinafter set forth, should be adopted and enforced.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TRINIDAD, as follows:

Section 12-86 is hereby added to the City of Trinidad's Municipal Code to read as follows:

CHAPTER 12, ARTICLE 5
BACKFLOW PREVENTION AND CROSS-CONNECTIONS

Sections:

12-86(1)	Definitions
12-86(2)	Requirements
12-86(3)	Compliance procedures
12-86(4)	Appeals
12-86(5)	Jurisdictional issues and conflicts
12-86(6)	Violation and Penalties

12-86

(1) Definitions
Unless the context specifically indicates otherwise, the meanings of terms used in this Chapter shall be as follows:

a. "Approved backflow prevention assembly" means a backflow prevention assembly described in Foundation for Cross-Connection Control and Hydraulic Research's (FCCC&HR) most current "list of

approved backflow prevention assemblies" or American Society of Sanitary Engineers (ASSE).

b. "Backflow" means the undesirable reversal of the direction of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source(s) caused by backpressure and/or backsiphonage.

c. "Backflow preventer" means a device designed to prevent backflow created by backpressure or backsiphonage.

d. "Backpressure" means backflow caused by a pump, elevated tank, boiler or means that could create an elevated pressure within the nonpotable system greater than the supply pressure.

e. "Backsiphonage" means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by negative or sub-atmospheric pressure in the potable water supply system.

f. "Certified cross-connection control technician" means a person who has the responsibility for the testing, operation and maintenance of cross-connection control devices and is certified as specified in accordance with the provisions of Article 11 of the Colorado Primary Drinking Water Regulations.

g. "Colorado Cross-Connection Control Manual" means the most recent edition of a manual that has been published by the state addressing cross-connection control practices which will be used as a guidance document for the utility in implementing a cross-connection control program as outlined in Section 12-86(2)

h. "Containment" means the installation of an approved backflow prevention device, or method, on the water service line(s), so that water delivered to the service line cannot return to the City potable water distribution system due to any backpressure and/or backsiphonage condition which might arise.

i. "Contamination" means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

j. "Cross-connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water

supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains, or may contain, contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross-connections.

k. City Manager means the City Manager of the City of Trinidad or, if this person is not available, his or her subordinate designated by the City Manager in writing.

l. "Hazard, degree of means an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

m. "Isolation" means a backflow device installed on a branch of the internal plumbing to protect the customer's water system.

n. "Non-potable water" means water that is not safe for human consumption or that is of questionable quality.

o. "Plumbing Codes" means the most recent edition of the plumbing codes that has been published by International Code Council and adopted by city ordinance.

p. "Pollution: means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.

q. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with State of Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

r. "Utility" means the City of Trinidad's Water Department, a water activity enterprise of the City of Trinidad.

s. "Water service connection" means the customer's water service connection from the point of tap on the public potable water system; to the point where the service line enters the customer's structure (residential or business) including the customer's stop box or shut-off valve or meter, whichever comes first, from the utility water main. There shall be no

unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include any other temporary or emergency water service connections from a fire hydrant or any connection to the public potable water system.

(2) Requirements

a. Implementation and Enforcement of a Cross-Connection Control Program

(I) The City Manager and/or his or her designee is vested with the authority and responsibility for implementing and enforcing an effective cross-connection control program in accordance with the provisions of this Chapter.

b. Backflow Preventers Required At All Service Connections.

(I) The City Manager and/or his or her designee will identify those customers who are likely to have a cross connection and an approved backflow preventer shall be required to be installed at any uncontrolled water service connection for the safety and protection of the City's water supply system and water users connected to that system.

(II) Property owner's and/or Agent's of the property shall be required to obtain a Backflow Service Permit (BSP) prior to the installation of the backflow prevention device. The installation of the backflow preventer must be performed by a licensed a plumber or certified cross connection control technician. The city reserves the right to impose a fee for the issuance of the Backflow Service Permit.

c. The City Manager and/or his or her designee shall have the authority to specify the type of backflow preventer to be installed at each service connection. The decision with respect to the type of backflow preventer that will be required in any specific situation shall be based upon:

(I) The degree of hazard posed by the facility connected or to be connected to the City water supply system.

(II) The degree of hazard shall be determined on a case-by-case basis, depending upon the circumstances of each particular case.

(III) In making determinations as to the degree of hazard and

the type of device required, owners shall rely upon the latest published edition of the Colorado Cross-Connection Control Manual for guidance and may rely upon other generally accepted authorities, including but not limited to the official publications of the American Society of Sanitary Engineering and Section 608 of the International Plumbing Codes.

(IV) The City Manager and/or his or her designee may give notice in writing to the customer to install such an approved backflow prevention device at each service connection to the customer's premises.

d. Inspections and Testing Procedures.

(I) The City Manager and/or his or her designee has the authority to inspect any system owned and maintained by a utility customer to determine the extent and degree of hazard

e. The City Manager and/or his or her designee shall notify the utility customer/owner at any premises where containment backflow preventers are installed to have certified inspections and operational tests made upon installation of the containment device and at least once per year thereafter.

(I) The City Manager and/or his or her designee may require certified tests at more frequent intervals if the potential hazard is deemed to be great enough. These inspections and tests shall be performed by a certified cross-connection control technician

f. The City Manager and/or his or her designee reserves the right to inspect or require the inspection of installed backflow preventers at any time to ensure the devices are in proper working order. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. These inspections, tests and repairs shall be at the owners' expense. Records of such tests, repairs and overhaul, including materials and parts changed, shall be filed with the City Manager's office within ten days of such activities. The Utility shall keep and maintain such records in accordance with the requirements of applicable law.

(I) Containment devices will be tested annually according to the Colorado Revised Statutes and Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

(II) If such devices are allowed by the City Manager and/or his or her designee as an acceptable alternative to total containment, isolation devices used to isolate and lower the overall degree of hazard for a property will be tested on a schedule determined by the City Manager and/or his or her designee.

(III) Isolation devices used on lawn irrigation sprinkler devices will be tested upon installation, repair or relocation, but in any event no less often than once annually.

g. Policy

(I) No water service connection to any premises shall be installed or maintained unless the water supply is protected as required by Colorado Revised Statutes, the regulations of the Colorado Department of Public Health and Environment and by this Chapter.

(II) Water service to any premises shall be denied or discontinued, as the case may be, by the Utility if:

(A) A backflow preventer required by this Chapter is not installed within the time period specified; or

(B) An approved backflow preventer has been removed or bypassed; or

(C) An unprotected cross-connection exists on the premises; or

(D) An approved backflow preventer is not maintained.

(III) Whenever service is denied or discontinued, it shall not be provided or restored until the condition or defect identified in subparagraph 12-86(2)(g)(II) has been corrected.

(IV) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the City Manager and/or his or her designee to determine whether cross-connections or other structural or sanitary hazards, including violations exist.

(V) When, as a result of an inspection, a condition involving a violation results in a health or sanitary hazard is determined to exist, or a utility customer and/or owner fails to properly test, repair, or otherwise maintain a backflow preventer as required, the City Manager and/or his or her designee shall have the option of immediate discontinuance of water service to the premises until the condition has been corrected, or may specify a date for compliance after which time the City Manager and/or his or her designee may discontinue service until the customer has corrected the condition.

h. Installations of Backflow Prevention Devices

(I) At the customer's expense, backflow preventers shall be installed immediately downstream of the water service customer's water meter, whether the meter is a pit set or an interior set. In all cases, backflow preventers must be installed before the first branch line leading off the service line.

(II) With the City Manager and/or his or her designee approval, a backflow preventer may be installed to isolate a hazard and lower the degree of hazard for containment. Such approval shall not be given unless the City Manager and/or his or her designee is convinced that the use of the isolation device will pose no threat to the public water supply system.

(III) All backflow preventers shall be located and installed according to the manufacturer's specifications and in accordance with the Colorado Cross-Connection Control Manual. The City Manager and/or his or her designee shall review and approve all plans as to the type, location and installation of backflow prevention devices.

(IV) Utility customers and/or owner shall be responsible for the design, installation and maintenance of properly sized and located drains and drain systems whenever the type of backflow preventer specified or approved by the City Manager and/or his or her designee requires a drain.

(V) Plans shall not be modified relative to the type, location or installation of any backflow preventer approved by the City Manager and/or his or her designee

without the City Manager and/or his or her designee prior knowledge and written authorization.

(VI) If the location or removal of the backflow preventer results in the meter becoming contaminated, the customer shall bear the cost of decontamination.

i. Device Testing Equipment

(I) The acceptability of any testing gauge or apparatus shall be determined by the City Manager and/or his or designee.

(II) Any testing gauge, apparatus or scientific instrument utilized for the testing of backflow prevention devices shall be checked for accuracy at least yearly and be in calibration as certified by the cross connection technicians who perform the testing. The City Manager and/or his or her designee may require written certificates or other proof of calibration for such items to be filed with the utility.

(III) At a minimum, all test gauges must meet ASSE-1064 Standards for Gauges

(IV) All Certified Cross-Connection Technicians who perform work in the City shall obtain a contractor's license and file copies of their licenses.

j. Listings Identifying Approved Backflow Prevention Devices.

(I) Any approved backflow prevention assembly required shall be of a type and size approved by the City Manager and/or his or her designee and listed in the FCCC & HR's List of Approved Backflow Prevention Assemblies, American Society of Sanitary Engineers (ASSE) Series 5000 and/or Colorado Plumbing Codes.

(3) Compliance Procedures

a. Installation of Required Devices

(I) Upon completion of inspection of the premises, or, in the case of new construction, on review of the construction plans, the City Manager and/or his or her designee shall notify the owner in writing of the type of device that will

be required at each service connection within the owner's facility.

(II) The owner shall, at its expense, purchase and install the device and any necessary plumbing or construction. Such plumbing and construction shall meet all provisions of the Colorado Cross-Connection Control Manual, Plumbing Codes and/or City of Trinidad design standards and construction specifications and must be inspected and approved by the City Manager and/or his or her designee. The device, including any device installed prior to the effective date of this ordinance, shall be the property of the owner.

b. Compliance Required

(I) The utility will take necessary action to ensure compliance with the Colorado Department of Health, Primary Drinking Water Regulations, 5 CCR 1003-1, and more specifically Article 11 thereof, and the Colorado Revised Statues, Section 25-1-114, as amended.

(II) The owner of the premises is required to permit entry to the premises for inspection, testing and maintenance purposes at reasonable times. Failure to permit entry to the premises will result in the premises being regarded as a high hazard, and a reduced-pressure-principle device will be required to protect the City of Trinidad's water supply system.

(III) The owner is required to provide all necessary plumbing and construction needed for the installation of the device. Failure to provide such required plumbing and construction will result in action being taken as provided for in Section 12-86(6)

(IV) A member of the board of appeals or employee of the City of Trinidad charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relived from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or mission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or

employee in the lawful discharge of duties and under the provision of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The City Manager or any subordinate shall not be liable for the cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(4) Appeals

a. Any decision of the City Manager and/or his or her designee concerning the type of backflow preventer required with respect to any water service connection, may be appealed to the City of Trinidad Board of Building Code Appeals, provided the owner files a notice of appeal to the Office of the City Clerk within 15 days following the date upon issuance of the city's written notice.

b. The notice of appeal shall identify the property owner by name, mailing address, telephone number and email address, if any, and include the address of the owner's facility. In addition, the notice shall:

(I) Identify the City Manager and/or his or her designee's decision, which is being appealed; and

(II) Identify the type of backflow preventer that the owner believes should be installed at the owner's facility; and

(III) Include the owner's reasons for preferring such backflow preventer, instead of the backflow preventer designated by the City Manager and/or his or her designee, with or without written documentation supporting the owner's position.

c. After owner's and/or agent's filing of the notice of appeal, the City Clerk, by written notice specifying the date, time and place of the hearing, shall schedule a hearing. Such hearing shall be conducted within 20 days following the date upon which the notice of appeal was filed, unless the owner and the City Manager both agree to a later hearing date. At the hearing, the owner may present testimony, evidence and arguments in support of the owner's position and the City Manager and/or his or her designee may present testimony, evidence and arguments in support of the City Manager and/or his or her designee's decision.

d. The City Manager's and/or his or her designee's decision shall be affirmed unless the Board of Building Code of Appeals finds that the City Manager's and/or his or her designee's decision was arbitrary or capricious or that such decision violates applicable federal, state or local law. The Board

of Building Code of Appeal's decision shall be rendered at the said hearing and the decision shall be final.

e. The paramount issue with respect to any appeal will be whether the type of backflow preventer authorized will adequately protect the public water supply system

f. Before deciding any appeal, the Board of Building Code of Appeals shall consider:

(I) Whether the backflow preventer specified by the City Manager and/or his or her designee is necessary to adequately protect the City's water supply system;

(II) Whether the backflow preventer preferred by the owner would adequately protect the City's water supply system;

(III) Whether the use of the backflow preventer preferred by the owner, when compared to the backflow preventer designated by the City Manager and/or his or her designee, is likely to result in a material decrease in the level of protection to the public water supply system.

g. In cases where an existing structure is being remodeled or reconstructed or where a change in the use of an existing structure will or may create a greater degree of hazard to the public water supply system than previously existed, the City Manager may consider:

(I) Differences in the type of devices and backflow prevention assemblies, when comparing the type of backflow preventer specified by the City Manager and/or his or her designee to the type of backflow preventer preferred by the owner;

(II) Differences in the of installation and maintenance of the two types of backflow preventers being compared;

(III) Other significant differences or practical difficulties associated with the use, installation and/or maintenance of the backflow preventers being compared;

(IV) Other relevant life, safety or health concerns raised by the City Manager and/or his or her designee or the owner.

(5) Jurisdictional issues and conflicts:

In the event the provisions of 12-86 are in conflict with the requirements of any plumbing code or regulation applicable in the City of Trinidad, the provisions of 12-86 shall apply to the extent necessary to resolve the conflict and shall be binding upon all plumbing officials performing official duties within the City.

(6) Violations and Penalties

a. The City Manager and/or his or her designee shall notify the owner, or authorized agent of the owner, of the building or premises of a violation of this Chapter. The City Manager and/or his or her designee shall set a specific time for the owner to have the violation removed or corrected. If the owner fails to correct the violation in the specified time, the City Manager and/or his or her designee may, if in his or her judgment decide the connection poses an imminent health hazard, suspend water service to the building or premises. Additional fines or penalties may also be invoked following suspension of service.

b. Violations of this Chapter may be prosecuted in municipal court and, upon conviction thereof, a violator may be fined at a minimum of $300 and not to exceed $2,650 per violation, per day.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED, this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____day of _____, 2014.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

8e

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: 1

SUBJECT: Trail & Greenway Master Plan Consultant Contract

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Approve contract with THK Associates, Inc.

SUMMARY STATEMENT: The City received 4 proposals and conducted 4 interviews in order to select a consultant for the Trail & Greenway Master Plan, THK Associates, Inc.

EXPENDITURE REQUIRED: $57,150 Total

SOURCE OF FUNDS: Capital Improvements

POLICY ISSUE: Selection of contractor/contract approval.

ALTERNATIVE: Re-bid project.

BACKGROUND INFORMATION:

- The team we selected, THK Associates, Inc. provided a vision beyond our expectations, which included—among other goals—a strong educational component, and a breadth of experience that perfectly matched each aspect of the project and beyond, such as experience facilitating relationships with land grant agencies. Please see the Scope of Work provided in the contract for additional information about the project.
- State Trails awarded $45,000 toward this project, leaving the City with an expenditure of **$12,150**. The City already provided an in-kind match of $1,350 through the Planning Department.

8e

AGREEMENT FOR [PROFESSIONAL] SERVICES

THIS AGREEMENT FOR [PROFESSIONAL] SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 201__, by and between the CITY OF TRINIDAD, a Colorado home rule municipality whose address is 135 North Animas Street, Trinidad, Colorado (the "City"), and ___THK Associates, Inc.___, a ___market research, landscape architecture, planning and urban design firm___ whose principal business address is _____2953 South Peoria Street, Suite 101, Aurora, CO 80014_____("Contractor").

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES; DELIVERABLES.

a. Services. The City agrees to retain Contractor to provide the services (**Scope of Work**) set forth in **Exhibit A**, which may also include a **project description**, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve.

b. Controlling Terms. In the event of any conflict between the terms and conditions contained in this Agreement and those contained in any Exhibit or Attachment hereto, the terms and conditions of this Agreement shall prevail and as such shall supersede the conflicting terms and/or conditions of such Exhibit or Attachment.

c. Deliverables. In the event any deliverables, also set forth in **Exhibit A**, required under this Agreement consist of reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy and one or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD and specified GPS/GIS format(s). Prior to beginning the Services, Contractor shall consult with the City to determine which electronic formats are acceptable. Any and all deliverables and other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City.

e. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

2. COMPENSATION; PAYMENT.

a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed **_____fifty-seven thousand one hundred fifty_____ Dollars ($___57,150____)**; provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

b. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the control of the City or persons acting on behalf thereof:

i. A physical condition of the site of an unusual nature;

ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract; or

iii. As a result of any force majeure.

c. Invoices and Payment. The City shall make payment within thirty (30) days after receipt and approval of invoices submitted by Contractor. Invoices shall be submitted to the City not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

d. IRS Form W-9. Contractor shall provide to the City a completed Internal Revenue Service Form W-9 not later than the date upon which Contractor submits its first invoice to the City for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. PERFORMANCE.

a. Prosecution of the Services. Contractor shall, at its own expense, perform all work and furnish all labor, materials, tools, supplies, machinery, utilities and other equipment that may be necessary for the completion of the Services, in a professional and workmanlike manner, except as otherwise provided in Work Orders or attachments thereto.

b. Licenses and Permits.

i. Licenses. Contractor and each subcontractor shall be responsible to obtain all licenses required for the Services, including a City **(or other applicable governmental jurisdictions)** Contractor's license, if required. Contractor shall pay any and all City license fees.

ii. Permits. Contractor shall obtain any and all permits required for the Services. No charge will be made for any City permit required for the Services.

c. Rate of Progress. Contractor acknowledges and understands that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement, and to that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement.

d. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

e. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request. Contractor further covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

f. Specific Performance. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

4. TERM AND TERMINATION.

a. Term. The Term of this Agreement shall be from the date first written above until __ **January 30th , 2015** , upon which date all Services shall be completed to the City's satisfaction unless the Term is unless extended by written agreement of the parties.

b. Termination.

i. Generally. The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

ii. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

5. FORCE MAJEURE Neither party shall be liable for failure to perform that party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 4 (Term and Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 5.

6. INDEMNIFICATION. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Contractor or its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

7. INSURANCE.

a. Commercial General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars ($1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

b. Products and Completed Operations Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of products and completed operations insurance insuring Contractor, and naming the City as an additional insured, against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least One Million Dollars ($1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder. **NOT APPLICABLE.**

c. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars ($1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

d. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the City otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars ($1,000,000.00) per

claim and annual aggregate. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

e. Terms of Insurance.

i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Ten Thousand Dollars ($10,000.00). Contractor is responsible for payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a twelve (12) month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

ii. No "Pollution Exclusion."

(a) The insurance required by this Section shall cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and shall not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise.

(b) In the event Contractor is unable to procure a policy of comprehensive general liability insurance in compliance with the provisions of subsection ii(a) above, Contractor shall secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least One Million Dollars ($1,000,000) each occurrence, subject to approval by the City, which approval shall not be unreasonably withheld.

iii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Contractor and the City. Except for the professional liability policy, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

f. Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

g. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

8. SUBCONTRACTS – INSURANCE. Due to the nature of the Services, Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services without the express written consent of the City, which shall not be unreasonably withheld. If such consent is granted, Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

9. SALES AND USE TAX. Unless specifically exempt, all materials provided and equipment used in the performance of services within the City are subject to City Sales & Use Tax, including services performed by a contractor on behalf of the City.

a. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored or consumed in performance of the Services.

b. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, , at 719-846-9843.

c. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor shall file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars ($2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-V of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment shall be allowed as a contract expense.

10. UNDOCUMENTED WORKERS – COMPLIANCE WITH C.R.S. § 8-17.5-102.

a. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

d. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Article 17.5 of Title 8, C.R.S.

f. If Contractor violates this Section, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City.

g. Verification of lawful presence; Compliance with C.R.S. § 24-76.5-103.

i. If Contractor is a natural person or a sole proprietor without employees (*i.e.*, not a corporation, limited liability company, partnership or other similar entity) and is 18 years of age or older, he/she must do the following: **NOT APPLICABLE.**

(a) Complete the affidavit attached to this Agreement as **an additional Exhibit**; and

(b) Attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit _.**

ii. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is an alien not lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

11. CONTRACTOR'S REMEDIES FOR BREACH.

a. Contractor may terminate this Agreement in the event of non-payment of sums due only as provided in this Section, except where non-payment is the result of Contractor's failure to provide the City with a completed IRS Form W-9 as required herein. In the event Contractor elects to terminate this Agreement for non-payment of sums due, Contractor shall first provide the City notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment. Contractor's termination shall become effective immediately upon the City's failure to make payment within such ten-day period.

b. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

12. NOTICES. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Louis Fineberg, Planning Director
Department of Planning
135 North Animas Street
Trinidad, CO 81082

If to Contractor:

Kevin R. Shanks, RLA, Vice President / Director of Planning & Landscape Architecture
THK Associates, Inc.
2953 South Peoria Street, Suite 101
Aurora, CO 80014

13. GENERAL PROVISIONS.

a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits from the City.

b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.

c. No Assignment. Contractor shall not assign this Agreement without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.

e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 3rd Judicial District in Las Animas County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.

f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*.

g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or

amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

h. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in an Exhibit hereto, shall be deemed a breach of this Agreement.

i. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

k. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

l. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

m. Acknowledgement of Open Records Act – Public Document. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

14. ADDITIONAL GENERAL PROVISIONS. Please attach (or insert below, 14. a., etc.) any additional provisions, specific to the project named above, Consultant background(s), requirements of the granting agency if applicable, or any other provisions requested by the Contractor.

[Remainder of this page intentionally left blank – signature page(s) follow]

[if ABOVE $30,000, use this signature block]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF TRINIDAD, COLORADO

_____

_____, Mayor

ATTEST:

_____

Audra Garrett, City Clerk

Approved as to form:

_____

Les Downs, City Attorney

Recommended for approval:

_____

Louis Fineberg, Planning Director
Department of Planning

CONTRACTOR

_____

Signature [**must be notarized**]

_____

Printed name & title

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014_, by _____.

Witness my hand and official seal.

My Commission Expires .

Notary Public

Exhibit A: Project Scope and Deliverables by Task

Task 1: Project Start/Kickoff *($3,770)*

Prior to commencing work, key consultant personnel will meet with appropriate staff from the City of Trinidad to review, in detail, specific project objectives, schedules, methodologies and other project parameters. This initial meeting is recommended to ensure that all interests are adequately addressed and that the capabilities and knowledge of the consultants and City staff are utilized to the best advantage in completing the project in the most efficient and cost effective manner. This meeting also allows the consultant team to gather knowledge from the City that has been working towards the completion of this project. This meeting will take place via teleconference to maximize the budget. Specific discussion items might include, but are not limited to:

- Identify and introduce project personnel
- Compile City staff knowledge and work to the consultant team
- Review responsibilities of the consultant team and supporting roles of the City of Trinidad staff
- Discuss detailed project goals and objectives
- Review project parameters and schedules and make any necessary project management adjustments
- Ascertain the availability of existing mapping, aerial photography, plans, reports, planning studies and other resources and documents pertinent to the project
- Review details regarding mapped (CAD format) deliverables to ensure compatibility with the City's current mapping
- Formulate a plan for obtaining private landowners' permission to access private properties, where required (it is presumed that some City assistance may be necessary)
- Identify the target dates for the various meetings associated with the project

Deliverables:

- *A defined project work schedule and timeline*

- *A defined list of project goals and objectives*
- *Meeting and presentation schedule*
- *Meeting minutes*

Task 2: Review and Compile Existing Surveys and Data *($16,260)*

As many of the potential trails have already been identified for this project, properly compiling existing survey and parcel information is critical. Clark Surveying will collect and compile all surveying and mapping data available from the City and County and digitize all files into useable design program format as described below:

Ownership Base Mapping – Clark will prepare an Ownership Base Map of the project area. The map will depict the existing parcels per the current records of the Las Animas County Assessor. The map will include existing parcel boundaries, including annotation referring to ownership information. Annotation will include parcel numbers and owner names. To complete this, Clark will utilize the following steps:

- Obtain Parcel Maps – Clark will purchase hard copies of the parcel maps that affect the area of the project. These maps will be purchased from the Las Animas County Assessor.
- Geo-Referencing – In order to place the final Base Map on a known coordinate system, Clark will perform a field survey to locate approximately 12 points to be used for Geo-Referencing. Clark will incorporate the results of this survey with the existing survey control network for the City of Trinidad, done by Surveying Control, Inc. in April of 1991. The control network will be established on NAD83, Colorado State Plane, South Zone coordinates horizontally, and NAVD88 vertically.
- Scan Parcel Maps – Clark will scan the parcel maps obtained from the Las Animas County Assessor. These files will be in pdf format.
- Digitize Parcel Lines – Utilizing the scanned parcel maps Clark will digitize the parcel lines on the scanned parcel maps.
- Parcel Labels / GIS Database – Once the parcel lines are digitized, the parcel numbers will be labeled utilizing GIS Smart Tags in Carlson Survey. The labels will appear as MText, however the parcels will be polylines, linked to GIS data. The GIS database will be a Microsoft Access "mdb" file, with several attribute fields for each parcel. These

attribute fields will be able to be added to and edited in the future, should the data need to be incorporated into a GIS program.

<u>Please note:</u> it is not the intent of this scope to build a fully functional GIS database, but to have the foundation of a GIS database in place, should one be needed in the future. The database will contain at a minimum, the Tax ID numbers for each parcel. If additional information is required, additional fees may apply.

During this task, the consultant team will also begin compiling the excel/access Implementation Database that can be used to identify which properties will be affected by implementing a particular project. From this point forward in the project, this database will be continually updated to reflect the changes resulting from each task.

Deliverables:

- *Compiled ownership base map showing existing parcel data*

  <u>Exclusions</u> : The map will have "mapping" accuracy only. This scope of services does not include any boundary survey services to alleviate any discrepancies, inaccuracies, overlaps or gaps found in the current assessor records. This scope of services specifically excludes:

  - *Boundary Surveys*
  - *ALTA/ACSM Surveys*
  - *Legal Descriptions*
  - *Construction Staking*
  - *Title Commitments*
  - *Additional Research for Easements or Rights of Way*
- *Control Point Coordinates; a coordinate file in the form of .csv will be provided. This file will contain the survey control point values of the points used to geo-reference the project*
- *Parcel Map pdf's; the parcel maps used for digitizing will be provided*

Task 3: Site Tour and Inventory *($4,960 + $365 expenses)*

With the base map of existing data created, the next step is for the THK consultant team to familiarize themselves with the parcels identified as new potential City imposed trails and greenways, and identify any additional opportunities, including prioritization of open space areas. Although the City has already completed a great deal of work to establish potential trails, greenways, viewpoints, and trailheads, the overall project could greatly benefit from having the consultant team take a fresh look and try to identify any overlooked opportunities. These could vary from desirable land acquisition opportunities, to potential outdoor

recreation locations, to connections to local and regional trail systems or City and County Destinations.

Having the opportunity to experience the project area firsthand also gives the consultant team the benefit of understanding the context of the trails and how they can affect their surroundings.

Deliverables:

- *Opportunities and constraints map identifying any potential projects not previously recorded by the City*
- *Site analysis diagram showing field observations, which may include such items as wildlife corridors, native and invasive plants, and maintenance concerns.*

Task 4: Survey any Missing Parcel Data *($5,070)*

After City review of the opportunities and constraints map, the City and the THK consultant team should have a clear understanding of where the potential trails and greenways are located. With this information, the consultant team can gather any missing parcel information, and conduct additional research if necessary. Clark Surveying will revise the Ownership Base Map of the project area. The THK team will incorporate the Trails and Greenways identified in meetings and during the site tour/inventory.

Deliverables:

- *Updated ownership base map, complete with any previously missing data and any additional project opportunities as identified in Task 3*
- *Preliminary Master Plan*

Task 5: Research and Identify Potential Funding Opportunities *($3,960)*

By this point in the project, the consultant team will have a good framework of the trails and greenways master plan, and will be able to research and identify potential funding opportunities for specific projects. These sources can range from grants, to outdoors programs, to community service opportunities. It is important to link these opportunities to specific projects within the master plan because it facilities the implementation of those projects. It will also play a major role in how the stakeholder meetings (in Task 6) are

structured, as well as influencing the prioritization recommendations of projects in the final master plan.

Deliverables:

- *Summary of potential funding opportunities linked to specific project opportunities*

Task 6: Stakeholder Meeting and Public Engagement *($6,120 + $365 expenses)*

The THK consultant team feels that an appropriate amount of stakeholder and public community participation will help build a working consensus during the development of the trails and greenways master plan. Our experience in the past has taught us that keeping the community informed and allowing them to be part of the planning process improves support and consensus. Consensus is important because it will naturally lead to ownership and hence, implementation.

The THK consultant team proposes addressing public engagement on two fronts, the community at large and stakeholders. The purpose of engaging the community at large in the planning is to garner public support of the plan, and subsequent support for implementation of the individual projects. The THK consultant team will engage the community by inviting the general public to two (2) workshops where the goal is to gather input to help shape the plan. Although many of the objectives of the plan have already been established by this point, these workshops allow citizens to add their input and gives them a feeling of ownership in the project.

To engage stakeholders, the consultant team will hold two meetings in which only stakeholders are invited. If key stakeholders are identified for specific projects, the consultant team may meet with them individually. All of these meetings would be to disseminate and gather information regarding the project including the following:

1. Introduce the planning team
2. Introduce the project
3. Present the base map showing potential project locations
4. Present the existing conditions information and identify any inaccuracies
5. Project schedule

6. Gather stakeholder input and discuss land acquisition and/or easement possibilities

7. Meet the stakeholders

The consultant team will also reach out to local schools and businesses to gain their input and support in the plan. Trinidad's rich Native American, explorer, pioneer and cowboy histories are unique, colorful and perfectly aligned to inspire the creation of classroom learning programs. When the majesty and appeal of Trinidad's natural environment is also better understood and appreciated, it is the perfect combination to bring together city-wide unity, support and pride in Trinidad's Trail and Greenway System. Naturally, this can produce unique resources for eye-catching stories and promotions for Trinidad within the media and tourist industries.

As with other communities, Trinidad could, with the experience and expertise of THK professionals, engage a diverse array of stakeholders. From past experience, the THK consultant team has found a high interest in participation from classroom teachers, students, parents, businesses and banks, nonprofit organizations, elected officials and the media. They all wanted to contribute and participate in a public process of creating a fun, cooperative, interactive and easy-to-use classroom experience. This program would help students explore the natural sciences, art and cultural histories underlying the paths in the recreational trail network of Trinidad.

A Trinidad Trail and Greenway System classroom program can include multiple modes of learning techniques including logic, imagination, art, science, math and cooperative social skills unraveling the mysteries of the natural environment. Projects involving creating classroom dioramas should be considered with the students' finished projects put on public display around the city and covered by the media.

Deliverables:

- *Summary of public engagement workshops*
- *Meeting minutes from stakeholder meeting(s)*
- *Potential Classroom Program*

Task 7: Refine Master Plan and Database *($5,670)*

Following the public workshops and stakeholder meetings, the THK consultant team will refine both the master plan and the Implementation Database to reflect all of the changes to this point. The THK consultant team will also develop any additional supporting documents

that should be included in the master plan document, such as support information from stakeholders or educational programming information. We will then ask the City to review these documents for final comment.

Deliverables:

- *Draft master plan document*
- *Draft Implementation Database. Database fields can include, but are not limited to:*
    - *Parcel geographic and ownership data*
    - *Easement data*
    - *Acquisition history/notes*
    - *Land use data*
    - *Relationships to existing and current trails*
    - *Potential funding opportunities*
    - *Relationship/proximity to viewpoints, rivers, existing trailheads, etc. which will influence open space area prioritization.*
    - *Maintenance concerns*
    - *Wildlife corridors/habitats*

Task 8: Finalize and Deliver Master Plan and Database *($6,250)*

The THK consultant team will revise the master plan and Implementation Database based on the City comments. Final delivery of these documents will mark the conclusion of this project, but will also lay the path for the implementation of the individual projects within the plan.

Deliverables:

- *Final master plan document*
- *Final Implementation Database*

Task 9: Initiating the Early Action Project *($4,360)*

In the past, Kevin Shanks, Principle In Charge and Project Manager with THK, has been very instrumental in developing partnerships and obtaining funding for open space, trail, park and

greenway projects. Potential funding partners for the implementation of the City of Trinidad Trail and Greenway Master Plan will be identified and contacted by the THK consultant team with information about the proposed plan. Potential partnership discussions will be initiated. These partners include DOLA, Colorado Department of Wildlife, U.S. Fish and Wildlife Service, Colorado Department of Health (funding programs that reduce obesity), Colorado Tourism Board, Colorado State Parks, Private Land Owners, Developers, Land Trusts, Utility Providers, Councils of Government, recreational organizations including local organizations such as park and recreation districts, school districts, economic development organizations, businesses, history museums, etc.

Deliverables:

- *Early Action Project Partnership*

Fees by Task:

Task 1.....$3,770
Task 2.....$16,260
Task 3.....$5,325
Task 4.....$5,070
Task 5.....$3,960
Task 6.....$6,485
Task 7.....$5,670
Task 8.....$6,250
Task 9.....$4,360
Total.....$57,150

8f

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 1, 2014
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE:
 # OF ATTACHMENTS: 5

SUBJECT: DOLA Commercial Street Phase II Contract

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Approve contract with Department of Local Affairs (DOLA).

SUMMARY STATEMENT: The City received a State of Colorado Energy and Mineral Impact Assistance grant in the amount of **$970,000** to repair Commercial Street from Plum Street to Main Street.

EXPENDITURE REQUIRED: **$250,222** Cash
$150,000 In-Kind

SOURCE OF FUNDS: Capital Improvement Fund & Utility Fund

POLICY ISSUE: Contract Approval

ALTERNATIVE: NA

BACKGROUND INFORMATION:

- The Commercial Street Phase II project involves the renovation of the brick streets from Plum Street to Main Street. This phase is a continuation of Phase I which extends from the Commercial Street Bridge to Plum Street.
- Improvements to Commercial Street include upgrades to utility lines, brick sub-surfaces, brick pavers, intersections and curbs.
- Project total: **$1,370,222**

ATTACHMENTS:

1. Grant Agreement (20 pages)
2. Exhibit A – Applicable Laws (1 page)
3. Exhibit B – Scope of Project (5 pages)
4. Exhibit E – Project Performance Plan (3 pages)
5. Exhibit G – Form of Option Letter (1 page)

8f

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF TRINIDAD

Summary

Award Amount: $970,000.00

Identification #s:

Encumbrance #:	F14S7332	*(DOLA's primary identification #)*
Contract Management System #:	65873	*(State of Colorado's tracking #)*

Project Information:

Project/Award Number:	EIAF 7332
Project Name:	Trinidad Downtown Improvements: Commercial Street Phase II
Performance Period:	Start Date: _____ End Date: 11/30/15
Brief Description of Project / Assistance:	The Project consists of restoration of two blocks of Commercial Street, including an intersection, in the City of Trinidad's historic downtown area. This Phase II completes the entire brick street restoration of Commercial Street (begun in EIAF 7136).

Program & Funding Information:

Program Name	Energy & Mineral Impact Assistance Fund
Funding source:	State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds):	N/A
Funding Account Codes:	152 FBA0 127 5110

TABLE OF CONTENTS

1. PARTIES 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. 2
3. RECITALS 3
4. DEFINITIONS 3
5. TERM 4
6. STATEMENT OF WORK 5
7. PAYMENTS TO GRANTEE 5
8. REPORTING - NOTIFICATION 6
9. GRANTEE RECORDS 7
10. CONFIDENTIAL INFORMATION-STATE RECORDS 7
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 8
13. INSURANCE 9
14. BREACH 11
15. REMEDIES 12
16. NOTICES and REPRESENTATIVES 14
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 14
18. GOVERNMENTAL IMMUNITY 15
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 15
20. RESTRICTION ON PUBLIC BENEFITS 15
21. GENERAL PROVISIONS 16
22. COLORADO SPECIAL PROVISIONS 19
SIGNATURE PAGE 21
EXHIBIT A – APPLICABLE LAWS
EXHIBIT B – SCOPE OF PROJECT
EXHIBIT C – RESERVED.
EXHIBIT D – RESERVED.
EXHIBIT E – PROJECT PERFORMANCE PLAN
EXHIBIT F – RESERVED.
EXHIBIT G – FORM OF OPTION LETTER
FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the **CITY OF TRINIDAD** (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant 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 Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below):*

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in **§4)** , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) 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 Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant 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 Project and/or Work described in **Exhibit B**.

B. Closeout Certification

"Closeout Certification" means the Grantee's certification of completion of Work submitted on a form provided by the State.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- **i.** Exhibit A (Applicable Laws)
- **ii.** Exhibit B (Scope of Project)
- **iii.** Exhibit E (Project Performance Plan)
- **iv.** Exhibit G (Form of Option Letter)

E. Goods

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

F. Grant

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

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

"Pre-agreement costs," when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

"Project" means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

"Project Closeout" means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B.**

O. Services

"Services" means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

"Status Report(s)" means the Grantee's status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

"Subject Property" means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

"Substantial Progress in the Work" means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

"Work Product" means the tangible or intangible results of Grantee'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

Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **November 30, 2015** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in **§2** above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

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

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$970,000.00 (NINE HUNDRED SEVENTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant 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 fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

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

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. **Budget Line Item Adjustments.**
Modifications to uses of such Grant Funds shall be made in accordance with **§4.4** of **Exhibit B**. For line item adjustments over 10% but less than 24.99% (a "**Minor Line Item Adjustment**") which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an "**Option Letter**"). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. **Overall Budget Adjustments.**
Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% (a "**Minor Budget Adjustment**") which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. **Setting Final Initial Budget.**
All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds
Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

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

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 Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee 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 DOLA.

C. Performance Outside the State of Colorado and/or the United States
[***Not applicable if Grant Funds include any federal funds***] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance
Grantee'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 Grant.

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

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee 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 (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

(i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
(ii) for such further period as may be necessary to resolve any pending matters, or
(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

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

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant 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 Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee 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, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee 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 Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, 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 they are permitted 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 Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee 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 Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Grantee 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 Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee 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 Grant.

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, 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 Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees, Subgrantees and Subcontractors

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

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and 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.

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. Malpractice/Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§13B(i)-(iv)** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii.Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

This subsection shall apply if Grant Funds are provided for the construction or rehabilitation of real property.

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. **Additional Insured**

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. **Subrogation Waiver**

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

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and 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 Grant, 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 Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. 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

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee 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 Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee'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 Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

The State is entering into this Grant 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 Grant ceases to further

the public policy of the State, the State, in its sole discretion, may terminate this Grant 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 Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee 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 Grant.

ii. Obligations and Rights

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

iii. Payments

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

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee 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 Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

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

D. Remedies Not Involving Termination

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

i. **Suspend Performance**
Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee 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 Grantee after the suspension of performance under this provision.

ii. **Withhold Payment**
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. **Deny Payment**
Deny payment for those obligations not performed, that due to Grantee'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**
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee 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:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Joe Reorda, Mayor
City of Trinidad
P. O. Box 880
Trinidad, Colorado 81082
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered

to the State by Grantee 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. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. 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 GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee 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 Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee'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 Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee'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 Grant term. Grantee 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 Grantee 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 Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee 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 Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- **A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- **B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - **i.** That he or she is a United States citizen or legal permanent resident; or
  - **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

Except as otherwise provided in **§21(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 Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

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

E. Entire Understanding

This Grant 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-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; 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 GIA, 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, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5** of **Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law
This Grant 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 Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence
The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit A (Applicable Laws)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Any executed Option Letters
v. Exhibit B (Scope of Project)
vi. Exhibit E (Project Performance Plan)
vii. The cover page of this Grant

L. Severability
Provided this Grant 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.

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

N. 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 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. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

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

P. Waiver
Waiver of any breach of a term, provision, or requirement of this Grant, 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **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.

iii. **GOVERNMENTAL IMMUNITY.**
No term or condition of this Grant 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.

iv. **INDEPENDENT CONTRACTOR**
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. 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 Grant, to the extent capable of execution.

vii. **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 Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL 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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **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.

xi. **PUBLIC GRANTS 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*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**
Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of 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 Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE CITY OF TRINIDAD	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: _____ Name of Authorized Individual (print) Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____	By: _____ Reeves Brown, Executive Director Date: _____
	PRE-APPROVED FORM CONTRACT REVIEWER By: _____ Bret Hillberry, State Grants Program Manager Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA

By: _____
Barbara M. Casey, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of restoration of two blocks of Commercial Street, including an intersection, in the City of Trinidad's historic downtown area. This Phase II completes the entire brick street restoration of Commercial Street (begun in EIAF 7136).

2.2. Work Description. The restoration Work, located in the City of Trinidad's (Grantee) historic downtown area just east of I-25, focuses on safety and accessibility and streetscape improvements (brick pavers, sidewalks, curb and gutter, utilities and street lights) on Commercial Street from Plum Street to Main Street. This Work is Phase II - it improves an additional 2,898 linear feet and completes the entire brick street restoration of Commercial Street. Improvements associated with this streetscape project include removal, repair, replacement and/or restoration of sidewalks, curbs and gutters, the streetbase, restored brick pavers, street lights, the storm sewer, the sanitary sewer, the water main, and fire hydrants. The Grantee will remove, store, and re-set the historic bricks as In-Kind contribution to the Work. Grantee will own the improvements and, in accordance with **§9** below, will hire a contractor to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: construction costs for the street restoration and streetscape improvements. Engineering costs are not eligible for reimbursement, but may be paid from Grantee funds. Grantee will provide support documentation for all In-Kind contribution of labor, equipment, and materials.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **§6.2** Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.3.2. "Construction/Improvement of Public Roadways" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.4. "Project Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a reconstructed two block area of a downtown Trinidad street, with historic brick surface made safer and more accessable to the citizens of the City and its visitors.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the two blocks of Commercial Street located east of the intersection with I-25, in Trinidad, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a

written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a "**Budget Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee'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 will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Louis Fineberg, Planning Director (louis.fineberg@trinidad.co.gov)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in **§5.1**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the "Matching Funds" column of **§6.2** below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	$96,000	$0	$96,000	Grantee
Construction/Improvement of Public Roadways	$1,274,222	$970,000	$154,222 $150,000	Grantee Cash Grantee In-Kind
Total	**$1,370,222**	**$970,000**	**$400,222**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$921,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$48,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$970,000**	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§16** of the Grant:

City of Trinidad
P. O. Box 880
Trinidad, Colorado 81082

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.6** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records,

documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: **EIAF** **Project Number**: **7332**	**Name of Grantee** **City of Trinidad** **Name of Project** **Downtown Improvements: Commercial Street Phase II**	
DESCRIPTION OF PROJECT:	The Project consists of restoration of two blocks of Commercial Street, including an intersection, in the City of Trinidad's historic downtown area. This Phase II completes the entire brick street restoration of Commercial Street (begun in EIAF 7136).	

DLG Staff: Lee Merkel - Regional Manager (719) 544-6577 LM Bill Gray - Regional Assistant (719) 924-2087 BG

MILESTONES – Grantee shall...	**By:**	**STATE ROLE-** DLG shall...	
Complete design.	12/31/14	Review design documents for project file. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Put Project out to bid.	2/28/15	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Provide DOLA with Project Timeline.	3/31/15	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Contractor mobilization.	5/1/15	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Project Completion.	November 30, 2015	Review past quarterly reports, conduct on-site monitoring, and review final report.	**ACHIEVED: MM/DD/20YY**

Submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 1st Quarter 2014 2nd Quarter 2014 3rd Quarter 2014 4th Quarter 2014 1st Quarter 2015 2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods: a) on-site walk through inspections of the construction site in order to determine if: i) the contractor has restored an adequate percentage of the street as would be expected under this Grant and Exhibit B (including but not limited to, adhering to agreed upon scheduling/milestones, demolition, salvage and appropriate debris removal, storage of historic materials, subgrade preparation and placement of concrete, gutters, sewer and water lines); ii) the contractor is experiencing delays; iii) the restoration and improvements are progressing in a timely and adequate manner as would be expected under this Grant and Exhibit B (including but not limited to, installation of street lights, curbs and gutters, sidewalks, and appropriately sized storm sewer, sanitary sewer, water main lines); and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.	(30 calendar days after each quarter): April 30, 2014 July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	**ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY** **ACHIEVED:** **MM/DD/20YY**

Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses.	April 30, 2014 July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	**ACHIEVED:** **MM/DD/20YY**
Submit the **Project Final Report** to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	February 28, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED:** **MM/DD/20YY**

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on: **Month** January **Amount** **Month** January **Amount** **Month** January **Amount**
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G
Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #

1) **OPTIONS:**
   a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
   b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
   c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
   b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
   c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("**Grantee**"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Colorado Department of Local Affairs

_____
By: Reeves Brown, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Barbara M. Casey, Controller Delegate

Date: _____

EXAMPLE - DO NOT SIGN

89

CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Meeting: April 1, 2014
Prepared: March 26, 2014
Dept. Head Signature:
# of Attachments: 1

Subject: Consideration of Water Lease Agreement between the Bar NI Corporation and City of Trinidad

Presenter: Tom Acre, City Manager

Recommended City Council Action: Staff recommends City Council approve a motion allowing the Mayor to execute the Water Lease Agreement between the Bar NI Corporation (Bar NI Ranch) and the City of Trinidad.

Summary Statement: The Bar NI Corporation owns two properties near Stonewall, Colorado and maintains several small ponds. The Bar NI Corporation is requesting 7 acre feet of water for use on an annual basis to be used to replace out-or-priority depletions to the Purgatoire River and its tributaries caused by the ponds. The Bar NI Corporation is seeking a fifteen (15) year lease, which requires lessee to pay $2,635 for the first year of the lease in 2014. Beginning in 2015, the annual cost of the water lease will be $7,000.00 and the annual cost will be adjusted in five (5) year intervals.

Expenditure Required: Some minor attorney fees not to exceed $2,000.

Source of Funds: Bar NI Corporation will reimburse the City for any legal fees.

Policy Issue: Execution of long term lease of water.

Alternative: City Council could direct staff to not proceed with this agreement.

Background Information: In the current agreement, Bar NI Corporation has the option to lease up to 9.5 acre feet of water from the City of Trinidad to augment depletions to the Purgatoire River resulting from the maintenance of several small ponds on their property. This lease would allow Bar NI Corporation 7 acre feet of water for use on an annual basis to be used to augment depletions and for no other purpose. The Bar NI Corporation is requesting the term of the lease be fifteen years to allow them to meet pending Water Court requirements to have a long term source of depletion augmentation. The lease would allow extension by the parities by mutual agreement. The annual cost of the water lease will be adjusted in five (5) year intervals to reflect the market value of the water at the City's discretion.

Upon approval and execution of this lease agreement, any and all previous leases executed will be terminated and replaced by this lease agreement.

89

WATER LEASE AGREEMENT

1. **PARTIES.** The parties to this Water Lease Agreement ("Lease") are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), and **BAR NI CORPORATION**, a Colorado corporation ("Lessee").

2. **RECITALS.** Lessee owns two properties near Stonewall, Colorado and maintains several small ponds. Lessee desires to replace out-of-priority depletions to the Purgatoire River and its tributaries caused by the ponds. The City is the owner of certain rights that may be used to augment evaporation from the ponds, including water stored by the City in Trinidad Reservoir. The City is willing to lease water to Lessee under the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

3. **LEASE OF WATER.** The City will lease seven (7) acre-feet of water to Lessee for use on an annual basis (January 1 to December 31) during the term of this Lease. The water leased may only be used to augment depletions for pond evaporation and for no other purpose. Upon the entry of a decree in Case No. 13W3070, District Court, Water Division No. 2, utilizing this lease as an augmentation source for evaporation from the ponds, Lessee shall have the one time right to adjust the amount of water leased to equal the amount of evaporation depletions required to be replaced by the decree. Lessee shall give the City written notice of the adjustment and provide a copy of the decree.

4. **TERM.** The term of this Lease shall be fifteen (15) years, which may be extended by the parties by mutual agreement.

5. **CANCELLATION.** Lessee may cancel this Lease after the initial five (5) and ten (10) year periods or pursuant to ¶ 14 below. In the event Lessee chooses to cancel the Lease after the initial five (5) and ten (10) year periods or pursuant to ¶ 14 below, Lessee shall be responsible for the payment of the lease price during the year in which the City receives notice of cancellation and the next year following the notice of cancellation, after which the City's obligation to release water shall terminate. Lessee may also cancel this Lease after notification by the City of lease price adjustment pursuant to ¶ 6.B. herein, in which case Lessee shall be responsible for payment of the current lease price during the year in which the City receives notice of cancellation and the next year following the notice of cancellation, after which the City's obligation to release water shall terminate.

6. **PRICE.**

A. On or before March 15, 2014, Lessee shall pay to the City two thousand six hundred and thirty five dollars ($2635) for the first year of the Lease. Lessee shall pay to the City seven thousand dollars ($7,000), as adjusted after each five (5) year period as provided in ¶ 6.B. herein, on or before January 31 of each year, beginning in 2015, subject to ¶ 6.C. herein.

B. At the end of each five (5) year period (i.e., at the end of 2018, 2023 and 2028) the annual lease price shall be adjusted by the same percentage as the City has adjusted the annual price per acre-foot for its short term leases. The City's short term lease price is presently five hundred dollars ($500) per acre-foot. So, for example, if that amount increases to $750 in 2017, an increase of 50 percent, then the lease price per acre-foot for this lease shall increase by 50 percent or $1,500 per

acre-foot annually. If the City no longer leases water short term, the parties agree to determine another index to reflect the adjustment in price of leased raw water from the City. Under no circumstances shall the annual lease price be reduced.

C. In the event that Lessee provides notice of adjustment pursuant to ¶ 3, Lessee shall be responsible for the payment of the lease price for seven (7) acre-feet during the remainder of that year if the lease amount is reduced. If the lease amount is increased, the annual lease price shall be one thousand dollars ($1,000) per acre-foot, as adjusted in ¶ 6.B. herein, for the amount of evaporation depletions required to be replaced by the decree.

7. **LESSEE'S RESPONSIBILITY**. The City will make seven (7) acre-feet of water, or more or less if adjusted pursuant to ¶ 3 herein, available from the City's storage account in Trinidad Reservoir on an "as is" basis. The decreed uses of such water include augmentation as set forth in Case Nos. 88CW61 and 06CW78, District Court, Water Division No. 2, State of Colorado. It shall be the responsibility of the Lessee to obtain any additional approvals necessary to use the water for Lessee's intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and the District Court, Water Division No. 2. The City shall cooperate with the Lessee in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained.

8. **NO GUARANTEE**. Because of the possibility of drought, mechanical failures at Trinidad Reservoir, legal restrictions prohibiting the City's use of Trinidad Reservoir water for augmentation of evaporations on Lessee's properties, or other extraordinary circumstances, the City cannot guarantee delivery of water. In any year the City cannot deliver the full seven (7) acre-feet of water, or more or less if adjusted pursuant to ¶ 3 herein, to the Lessee, the City shall refund to Lessee the fee for any water requested but not delivered at a rate of one thousand dollars ($1000) per acre-foot. Such a refund shall be Lessee's sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

9. **RELEASE OF WATER**. The water will be made available in Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessee to coordinate with and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessee's benefit.

10. **NO CARRYOVER AND NO CREDIT TOWARD PAYMENTS.** Water not called for release by Lessee in any year shall not carry over for the benefit of Lessee into the next year. In addition, Lessee shall not be entitled to a credit or a refund for payments made for water Lessee did not call for on an annual basis.

11. **REMEDIES FOR NON-PAYMENT**. If Lessee fails to make payment pursuant to ¶ 6, the City may refrain from releasing any water until and unless the Lease payment for that year is made by Lessee, or the City, after 30 days prior written notice to Lessee of Lessee's failure to make payment and Lessee's failure to make a payment within that 30 days, may declare this Lease terminated and notify the Water Commissioner. Such actions shall be the City's sole and exclusive remedies against the Lessee for nonpayment under this Lease.

12. **ASSIGNMENT**. This Lease may not be assigned except with a sale or lease of the property on which the ponds are located. In the event of such a sale or lease, the City may approve the assignment, which assignment shall not be unreasonably withheld.

13. **CANCELLATION OF PREVIOUS AGREEMENTS.** Upon execution of this Lease, any and all previous agreements executed by the parties shall be terminated.

14. **INCLUSION IN PURGATOIRE RIVER WATER CONSERVANCY DISTRICT.** Lessee acknowledges that the portion of Lessee's properties on which the subject ponds are located may need to be included into the Purgatoire River Water Conservancy District's boundaries in order to continue to augment using the City's water. If the City provides written notice to Lessee that inclusion is necessary, then Lessee shall either file a petition for inclusion within ninety (90) days and diligently prosecute the petition or shall notify the City that it is cancelling this Lease. If Lessee fails to timely file a petition or diligently prosecute the petition, then the City, at its sole discretion, may also terminate this Lease. Termination shall be effective as of December 31 of such year, and Lessee shall be entitled to any refund for undelivered water for that year pursuant to ¶ 8.

15. **REIMBURSEMENT OF EXPENSES.** Upon execution of this Lease by the City, Lessee shall reimburse the City for its legal expenses incurred in this matter in an amount not to exceed two thousand dollars ($2,000).

16. **NOTICES.** Any notice required or permitted by this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail or hand delivered to the other party.

CITY:

Thomas Acre, City Manager
City of Trinidad
135 North Animas
P.O. Box 880
Trinidad, CO 81082

COPY TO:

Jeffrey J. Kahn
Madoline Wallace-Gross
Lyons Gaddis Kahn Hall
Jeffers Dworak & Grant, PC
P.O. Box 978
Longmont, CO 80502-0978

LESSEE:

Bar Ni Corporation
Attn: Ranch Manager
6614 Highway 12, Stonewall Gap
Weston, CO 81091

COPY TO:

Raymond L. Petros, Jr.
Thomas W. Korver
Petros & White, LLC
1999 Broadway, Suite 3200
Denver, CO 80202

THE CITY:

CITY OF TRINIDAD,
a Colorado municipal corporation

By:_____
Its: _____
Dated:_____

ATTEST

_____
City Clerk

LESSEE:

BAR NI CORPORATION
a Colorado corporation

By: _____
Its: VP Operations
Dated: 3/12/13

WATER LEASE AGREEMENT

1. **PARTIES.** The parties to this Water Lease Agreement ("Lease") are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), and **BAR NI CORPORATION**, a Colorado corporation ("Lessee").

2. **RECITALS.** Lessee owns two properties near Stonewall, Colorado and maintains several small ponds. Lessee desires to replace out-of-priority depletions to the Purgatoire River and its tributaries caused by the ponds. The City is the owner of certain rights that may be used to augment evaporation from the ponds, including water stored by the City in Trinidad Reservoir. The City is willing to lease water to Lessee under the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

3. **LEASE OF WATER.** The City will lease seven (7) acre-feet of water to Lessee for use on an annual basis (January 1 to December 31) during the term of this Lease. The water leased may only be used to augment depletions for pond evaporation and for no other purpose. Upon the entry of a decree in Case No. 13W3070, District Court, Water Division No. 2, utilizing this lease as an augmentation source for evaporation from the ponds, Lessee shall have the one time right to adjust the amount of water leased to equal the amount of evaporation depletions required to be replaced by the decree. Lessee shall give the City written notice of the adjustment and provide a copy of the decree.

4. **TERM.** The term of this Lease shall be fifteen (15) years, which may be extended by the parties by mutual agreement.

5. **CANCELLATION.** Lessee may cancel this Lease after the initial five (5) and ten (10) year periods or pursuant to ¶ 14 below. In the event Lessee chooses to cancel the Lease after the initial five (5) and ten (10) year periods or pursuant to ¶ 14 below, Lessee shall be responsible for the payment of the lease price during the year in which the City receives notice of cancellation and the next year following the notice of cancellation, after which the City's obligation to release water shall terminate. Lessee may also cancel this Lease after notification by the City of lease price adjustment pursuant to ¶ 6.B. herein, in which case Lessee shall be responsible for payment of the current lease price during the year in which the City receives notice of cancellation and the next year following the notice of cancellation, after which the City's obligation to release water shall terminate.

6. **PRICE.**

A. On or before March 15, 2014, Lessee shall pay to the City two thousand six hundred and thirty five dollars ($2635) for the first year of the Lease. Lessee shall pay to the City seven thousand dollars ($7,000), as adjusted after each five (5) year period as provided in ¶ 6.B. herein, on or before January 31 of each year, beginning in 2015, subject to ¶ 6.C. herein.

B. At the end of each five (5) year period (i.e., at the end of 2018, 2023 and 2028) the annual lease price shall be adjusted by the same percentage as the City has adjusted the annual price per acre-foot for its short term leases. The City's short term lease price is presently five hundred dollars ($500) per acre-foot. So, for example, if that amount increases to $750 in 2017, an increase of 50 percent, then the lease price per acre-foot for this lease shall increase by 50 percent or $1,500 per

acre-foot annually. If the City no longer leases water short term, the parties agree to determine another index to reflect the adjustment in price of leased raw water from the City. Under no circumstances shall the annual lease price be reduced.

C. In the event that Lessee provides notice of adjustment pursuant to ¶ 3, Lessee shall be responsible for the payment of the lease price for seven (7) acre-feet during the remainder of that year if the lease amount is reduced. If the lease amount is increased, the annual lease price shall be one thousand dollars ($1,000) per acre-foot, as adjusted in ¶ 6.B. herein, for the amount of evaporation depletions required to be replaced by the decree.

7. **LESSEE'S RESPONSIBILITY**. The City will make seven (7) acre-feet of water, or more or less if adjusted pursuant to ¶ 3 herein, available from the City's storage account in Trinidad Reservoir on an "as is" basis. The decreed uses of such water include augmentation as set forth in Case Nos. 88CW61 and 06CW78, District Court, Water Division No. 2, State of Colorado. It shall be the responsibility of the Lessee to obtain any additional approvals necessary to use the water for Lessee's intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and the District Court, Water Division No. 2. The City shall cooperate with the Lessee in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained.

8. **NO GUARANTEE**. Because of the possibility of drought, mechanical failures at Trinidad Reservoir, legal restrictions prohibiting the City's use of Trinidad Reservoir water for augmentation of evaporations on Lessee's properties, or other extraordinary circumstances, the City cannot guarantee delivery of water. In any year the City cannot deliver the full seven (7) acre-feet of water, or more or less if adjusted pursuant to ¶ 3 herein, to the Lessee, the City shall refund to Lessee the fee for any water requested but not delivered at a rate of one thousand dollars ($1000) per acre-foot. Such a refund shall be Lessee's sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

9. **RELEASE OF WATER**. The water will be made available in Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessee to coordinate with and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessee's benefit.

10. **NO CARRYOVER AND NO CREDIT TOWARD PAYMENTS.** Water not called for release by Lessee in any year shall not carry over for the benefit of Lessee into the next year. In addition, Lessee shall not be entitled to a credit or a refund for payments made for water Lessee did not call for on an annual basis.

11. **REMEDIES FOR NON-PAYMENT**. If Lessee fails to make payment pursuant to ¶ 6, the City may refrain from releasing any water until and unless the Lease payment for that year is made by Lessee, or the City, after 30 days prior written notice to Lessee of Lessee's failure to make payment and Lessee's failure to make a payment within that 30 days, may declare this Lease terminated and notify the Water Commissioner. Such actions shall be the City's sole and exclusive remedies against the Lessee for nonpayment under this Lease.

12. **ASSIGNMENT**. This Lease may not be assigned except with a sale or lease of the property on which the ponds are located. In the event of such a sale or lease, the City may approve the assignment, which assignment shall not be unreasonably withheld.

13. CANCELLATION OF PREVIOUS AGREEMENTS. Upon execution of this Lease, any and all previous agreements executed by the parties shall be terminated.

14. INCLUSION IN PURGATOIRE RIVER WATER CONSERVANCY DISTRICT. Lessee acknowledges that the portion of Lessee's properties on which the subject ponds are located may need to be included into the Purgatoire River Water Conservancy District's boundaries in order to continue to augment using the City's water. If the City provides written notice to Lessee that inclusion is necessary, then Lessee shall either file a petition for inclusion within ninety (90) days and diligently prosecute the petition or shall notify the City that it is cancelling this Lease. If Lessee fails to timely file a petition or diligently prosecute the petition, then the City, at its sole discretion, may also terminate this Lease. Termination shall be effective as of December 31 of such year, and Lessee shall be entitled to any refund for undelivered water for that year pursuant to ¶ 8.

15. REIMBURSEMENT OF EXPENSES. Upon execution of this Lease by the City, Lessee shall reimburse the City for its legal expenses incurred in this matter in an amount not to exceed two thousand dollars ($2,000).

16. NOTICES. Any notice required or permitted by this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail or hand delivered to the other party.

CITY:

Thomas Acre, City Manager
City of Trinidad
135 North Animas
P.O. Box 880
Trinidad, CO 81082

COPY TO:

Jeffrey J. Kahn
Madoline Wallace-Gross
Lyons Gaddis Kahn Hall
Jeffers Dworak & Grant, PC
P.O. Box 978
Longmont, CO 80502-0978

LESSEE:

Bar Ni Corporation
Attn: Ranch Manager
6614 Highway 12, Stonewall Gap
Weston, CO 81091

COPY TO:

Raymond L. Petros, Jr.
Thomas W. Korver
Petros & White, LLC
1999 Broadway, Suite 3200
Denver, CO 80202

THE CITY:

CITY OF TRINIDAD,
a Colorado municipal corporation

By:_____
Its: _____
Dated:_____

ATTEST

_____
City Clerk

LESSEE:

BAR NI CORPORATION,
a Colorado corporation

By: _____
Its: VP Operations
Dated: 3/10/13

8h

CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Meeting: April 1, 2014
Prepared by: Linda Vigil
Dept. Head Signature: Tom A
# of Attachments: 1

Subject: Consideration of a Lease Agreement for property adjacent to the City of Trinidad Wastewater Reclamation Plant

Presenter: Tom Acre, City Manager

Recommended City Council Action: Staff recommends City Council approve a motion allowing the City Manager to execute a lease agreement for city owned property adjacent to the City of Trinidad Wastewater Reclamation Plant lease agreement between Daniel Robinson and the City of Trinidad.

Summary Statement: The City of Trinidad owns 64 acres located adjacent to the City of Trinidad Wastewater Reclamation Plant which has been leased in the past. At a prior meeting, staff was directed to solicit bids for the lease of the property since it is not currently leased. The city received only one bid from Daniel Robinson, 1228 East 7th Street, Trinidad, CO for the amount of $1,202.50.

Expenditure Required: None

Source of Funds: Lessee is responsible for payment of the lease, as well as providing insurance and compliance with terms of the agreement.

Policy Issue: None

Alternative: City Council could direct staff to not proceed with this agreement.

Background Information: Historically, the City of Trinidad has leased the 64 acres for farming and/or animal grazing purposes, and the lessee is responsible for complying with all provisions of the terms of the agreement. The range of cost for the property lease has been from $450.00 to $1,600.00. After solicitation of the property lease, the city received one bid from Daniel Robinson for the amount of $1,202.50.

8h

BID FORM

CITY OF TRINIDAD

CITY PROPERTY LEASE

WEDNESDAY, FEBRUARY 19, 2014 @ 10:00 AM, MST

CITY OF TRINIDAD

TRINIDAD, COLORADO

ATTN: UTILITY SUPERINTENDENT

THE UNDERSIGNED HEREBY PROPOSES THE FOLLOWING PRICE FOR THE LEASE OF 64 ACRES BELONGING TO THE CITY OF TRINIDAD LOCATED ADJACENT TO THE CITY OF TRINIDAD WASTEWATER RECLAMATION PLANT FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS IN ACCORDANCE WITH ALL DOCUMENTS AS FOLLOWS:

BID ITEM

1) Lease of City Property (64 acres)

TOTAL AMOUNT OF BID: $ $1202.56

==========

BIDDER NAME(s): Daniel Robinson

STREET ADDRESS: 1228 East 7th Street

P.O. BOX NO.:

CITY Trinidad STATE CO ZIP 81082

TELEPHONE: 719 859-5532

SUBMITTED BY: Daniel Robinson

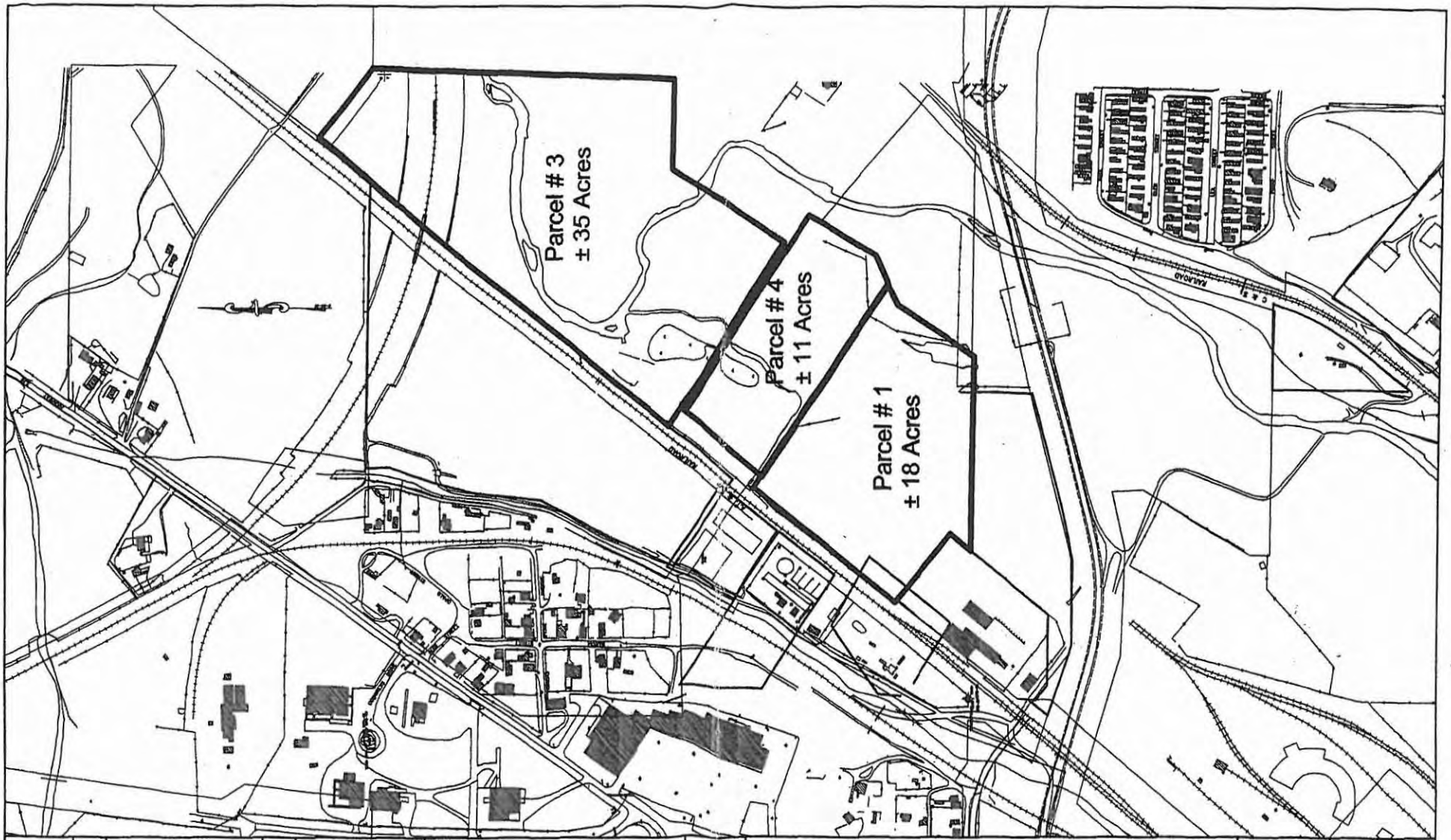
WASTEWATER RECLAMATION FACILITY

PARCEL NO. 1
Burlington Northern Tract, Part of the S½ of the NE¼ and Part of the NE¼ of the SW¼; comprising 18 acres more or less;

PARCEL NO. 3
Tract lying South of Atchison, Topeka and Santa Fe Railroad in the SW¼, SE¼, and the NE¼ of the NE¼ comprising 35 acres more or less;

PARCEL NO. 4
Tract lying South of A.T. & S.F. Railroad in the SW¼ and E¼ of the NE¼, comprising 11 acres more or less;

All in Section 7, T33S, R63W of the 6th p.m., total of 64 acres more or less south of the ATSF Railroad R.O.W. and North of the Kit Carson Trail Highway as identified in Exhibit B drawing dated 6/30/05.



DATE	BY	REVISION	SYM	SCALE:			
				AS NOTED	SUVY'D		DATE
					DESIGN	M.V.	DATE
					CHECKED		DATE
					PLOTTED	MAV	DATE 7-27-2000

City of Trinidad Engineering Department

EXHIBIT B 6/30/05

PROJECT NO.	SHEET NO.	TOTAL SHEETS
	1	1