



CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, February 10, 2015 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. Consideration of 2015 Electric Financial Plan, Cost of Service and Rate Design Study Update by Phil Euler, NMPP Energy
3. Consideration of First Amendment Fire Emergency Water Supply Agreements with Stonewall Fire District
4. Update on 2015 Trinidad Trigger Season – Kim Schultz
5. Monument Lake Resort 2015 Operations Proposal presentation by Westland Resources, LLC
6. Engagement Letter Agreement with Dixon, Waller & Co., Inc. for the conduct of the 2014 Audit
7. Discussion of Water Lease Agreement renewal between the City and Pioneer Natural Resources USA, Inc., XTO Energy, Inc., and ARP Production Company
8. Third Amended and Restated Intergovernmental Agreement concerning the Las Animas County E-911 Emergency Communications Authority
9. Contract Amendment for the Nomination and Construction Documents of Fish Hatchery and Zoo at Monument Lake Park to extend the time frame
10. Parks & Recreation Board 2015 Master Plan presentation
11. SGM Change Order #2 for preparation of pocket parks plans and inclusion in bid documents
12. Discussion of other agenda items

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Council Communication

City Council Work Session: February 10, 2015

Prepared by:

Dept. Head Signature: *W. A. Peterson*

of Attachments: 1

SUBJECT: 2015 Electric Financial Plan, Cost of Service and Rate Design Study Update

PRESENTER: Phil Euler, NMPP Energy

RECOMMENDED CITY COUNCIL ACTION: The item is for information and discussion purposes and no formal action is required at this time, however, at the next regular meeting, council will need to take action on the recommendations of NMPP Energy.

SUMMARY STATEMENT: The evaluation of utility electric rates are necessary on a frequent basis to ensure financial stability and consistency within our budgets. In addition, the 4 year contract with NMPP Energy and the City of Trinidad executed on April 24, 2012 allows for such rate studies and analysis each year. Based on the findings, the need for two 5.2% rate increases are recommended beginning on April 1, 2015 and January 1, 2016 in order to sustain the Power and Light fund balances.

EXPENDITURE REQUIRED: Purchase of power for Trinidad's Electric Distribution System.

SOURCE OF FUNDS: Power & Light Department Budget

POLICY ISSUE: Chapter 12, Article 2, Electricity

ALTERNATIVE: Council could not accept the recommendation and not approve the proposed electric rate increase.

BACKGROUND INFORMATION: The purpose of the electric rate study is to summarize the findings and recommendations as a result of NMPP Energy conducting a rate design study and cost of service update. The study includes information from 2014 revenues and expenses as well as projected numbers for the next five years.

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EXECUTIVE SUMMARY

Trinidad, Colorado
2015 Electric Financial Plan, Cost of Service
And Rate Design Study Update

SECTION I. – EXECUTIVE SUMMARY

The City of Trinidad (City), concerned about continued load growth, planned system facilities improvements, ARPA power supply contractual arrangements and necessary increases in labor and general operating expenses, requested that NMPP Energy continue the conduction of the Financial Plan, Cost of Service and Rate Design Study, (COS/RDS) services. This executive report summarizes the findings and recommendations resulting from the updating of the 5-year financial planning Pro Forma provided in 2014. Following direction from Trinidad Staff, this report provides results of this update to the Board recommending a proposed rate increase effective April 1, 2015 be considered for approval.

The Electric Financial Pro Forma, Table A, on page 3 shows Fiscal Year Ending 2014 actual and FYE 2015-2020 projected statements of revenues and expenses. Looking at the current financials, 2014 Net Operating Income is a loss of \$266,489 (line 20). However, including the recent ARPA settlement received (line 44) of \$1,010,005, the resulting 2014 change in cash (line 52) is an increase of \$725,679. Projections for 2015 also show a net loss in addition to planned capital improvements totaling \$395,000. Without rate increases, cash would decrease by more than \$900,000 in 2015 and would be depleted by 2018. This financial projection for the utility indicates a need for a series of rate increases. We recommend two 5.2% rate increases effective April 1, 2015 and January 1, 2016 to restore net income and maintain adequate cash reserves in the short term. After this, increases of 2.2% annually maintain cash reserves and move toward system financial targets.

We recommend using a rate design guideline of plus or minus 3% from the system average increase. This will control the impact on customer bills as the classes are brought closer to cost of service based rates. For a 5.2% increase, this means no class of service would get more than an 8.2% increase or less than a 2.2% increase in revenues. Following direction from the City's Staff and rate setting authorities, rate design will be completed.

This study includes assumptions for power supply costs from ARPA with unchanged wholesale rates as budgeted for calendar year 2015. Annual rate increases of 2.0% for ARPA are projected beginning in 2016. Updates for actual revenues and expenses for 2014 and budgeted for 2015 are reflected in this report. Other operating cost escalations including capital construction, the cost of potential long term borrowing, and earnings on reserves are assumed in the financial planning model.

This study does not make specific adjustments for potential load growth in Trinidad for potential marijuana cultivation facility currently under construction nor for the possibility of acquiring service for a second larger cultivation facility. Load growth from each of these new customers is estimated to be sizable. This study continues the average projected annual load growth of 0.5% beginning in 2016. Load growth will be analyzed in the next study and include new load as is actualized and planned.



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NMPP Energy ■ 8377 Glynoaks Drive ■ Lincoln, NE 68516

■ Phone: 402.474.4759 ■ Fax: 402.474.0473 ■ www.nmppenergy.org

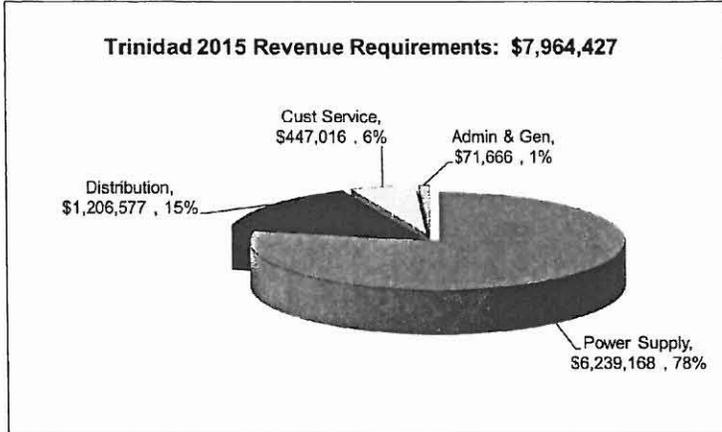
February 6, 2015

EXECUTIVE SUMMARY

Trinidad, Colorado 2015 Electric Financial Plan, Cost of Service And Rate Design Study Update

Chart 1 below shows the total revenue requirements of \$7,964,427 used in the cost of service study allocated to cost functions. Power Supply and Power Plant expenses with allocation of return and depreciation are \$6,239,168 (78%). Distribution is 15% of total revenue requirements while Customer Service and Administrative and General make up the balance at 6% and 1%, respectively.

Chart 1 – Trinidad Cost-of-Service Revenue Requirements for FYE 2013



In addition to changes in power costs, the study incorporates increases in loads and operating costs. Individual escalators for labor, supplies, capital construction, long term borrowing and earnings on reserves are used to determine the revenue requirements for the test year and for each year to FYE 2020.

Projected Revenue Requirements

A critical aspect of a cost of service analysis is determination of the utility revenue requirements. Table A (page 3) shows FYE 2014 actual and 2015-2020 projected statements of income and expenses. Existing rates in 2014 derived \$7,400,703 in revenue (line 5) resulting in a net operating loss of \$266,489 (line 20). However including the ARPA settlement, cash reserves increased in 2014 to \$2,959,834 (line 53). From there, projections are based on the City's 2015 Budget and adjustments that have or will affect future years. The \$7,964,427 revenue requirement for full cost of service rate recovery (line 23) includes a 5.0% return on plant investments and depreciation expenses. We typically recommend a net income target (line 22) between 4.0% to 9.0% return on investments (ROI) of depreciated utility plant.

Financial Forecast and 5 Year Rate Track

Without rate changes, Cash Balance (line 53) would fall below the minimum target in 2015, and cash would be depleted by 2018. Table A (page 3) shows that with the proposed 5.2% rate increases in 2015 and 2016, Cash Balance during these years remains above the minimum target. After these years, smaller increases of 2.2% would maintain cash above the minimum target as ROI also moves toward financial targets.



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February 6, 2015

EXECUTIVE SUMMARY
Trinidad, Colorado
2015 Electric Financial Plan, Cost of Service
And Rate Design Study Update

TABLE A PRO FORMA OPERATING STATEMENTS WITH PROPOSED RATE ADJUSTMENTS

	FYE December	2014	2015	2016	2017	2018	2019	2020
b	Sales Growth Base Load	0.0%	0.0%	0.5%	0.5%	0.5%	0.5%	0.5%
c	Administration Inflation	-13.5%	18.3%	3.0%	3.0%	3.0%	3.0%	3.0%
d	General Inflation			3.0%	3.0%	3.0%	3.0%	3.0%
e	Interest Rate on Cash Balances	0.4%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%
f	Purchase Power Adjustments	0.1%	0.0%	1.9%	1.9%	2.0%	2.0%	2.0%
g	Rate Adjustments	0.0%	5.2%	5.2%	2.2%	2.2%	2.2%	2.2%
	Effective date	Jan 2014	Apr 2015	Jan 2016	Jan 2017	Jan 2018	Jan 2019	Jan 2020
1	Revenues							
2	Retail Sales	7,315,824	7,601,141	8,136,934	8,357,526	8,584,099	8,816,814	9,055,837
4	Other Operating Rev	84,879	84,500	84,923	85,347	85,774	95,203	86,679
5	Total Revenues	\$ 7,400,703	\$ 7,685,641	\$ 8,221,856	\$ 8,442,873	\$ 8,669,873	\$ 8,912,016	\$ 9,142,516
6	Expenses							
7	Power Purchased	5,565,500	5,565,520	5,701,562	5,841,002	5,987,317	6,106,770	6,229,052
9	A & G	1,573,411	1,842,700	1,897,981	1,954,920	2,013,568	2,073,975	2,136,194
10	Distribution Operating	45,235	63,800	65,714	67,685	69,716	71,807	73,962
11	Distribution Maintenance	17,421	24,900	25,647	26,416	27,209	28,025	28,866
12	Power Plant Operating	21,576	23,800	24,514	25,249	26,007	26,787	27,591
13	Power and Generation	6,200	12,900	13,287	13,686	14,096	12,000	14,955
15	Total O&M	\$ 7,229,343	\$ 7,533,620	\$ 7,728,705	\$ 7,928,959	\$ 8,137,913	\$ 8,319,365	\$ 8,510,620
16	Depreciation	\$ 60,000	\$ 72,547	\$ 75,528	\$ 87,205	\$ 90,812	\$ 94,527	\$ 98,353
17	Interest Income on invest.	\$ (13,311)	\$ (16,000)	\$ (18,321)	\$ (20,695)	\$ (23,181)	\$ (25,775)	\$ (29,004)
18	In Lieu of Tax	5% 391,160	383,300	\$ 406,847	\$ 417,876	\$ 429,205	\$ 440,841	\$ 452,792
19	Total Electric Expense	\$ 7,667,192	\$ 7,973,467	\$ 8,192,759	\$ 8,413,345	\$ 8,634,749	\$ 8,828,957	\$ 9,032,761
20	Net Operating Income	\$ (266,489)	\$ (287,825)	\$ 29,097	\$ 29,528	\$ 35,124	\$ 83,060	\$ 109,756
21	Net Income Target % of UPIS	5.0% \$ 59,338	\$ 75,460	\$ 75,184	\$ 74,428	\$ 73,601	\$ 72,699	\$ 71,721
22	Net Income Actual % of UPIS	-3.7%	-3.9%	0.4%	0.4%	0.5%	1.1%	1.5%
22	Net Income Actual % (Booked Assets)	-22.5%	-19.1%	1.9%	2.0%	2.4%	5.7%	7.7%
23	COS Revenue Requirement		\$ 7,964,427					
30	Total Profit / Loss	\$ (266,489)	\$ (287,825)	\$ 29,097	\$ 29,528	\$ 35,124	\$ 83,060	\$ 109,756
39	Net Utility Plant in Service (UPIS booked)	1,186,750	1,509,203	1,503,675	1,488,570	1,472,021	1,453,985	1,434,418
40	Gross-Utility Plant in Service (G-UPIS)	13,535,482	13,930,482	14,000,482	14,072,582	14,146,845	14,223,336	14,302,121
41	Net UPIS/ G-UPIS	53%	53%	53%	53%	52%	52%	51%
42	Cash Inflows							
43	Net Income	(266,489)	(287,825)	29,097	29,528	35,124	83,060	109,756
44	ARPA Settlement	1,010,005						
45	Depreciation Expense	60,000	72,547	75,528	87,205	90,812	94,527	98,353
46	Cash Inflows	\$ 803,516	\$ (215,278)	\$ 104,625	\$ 116,734	\$ 125,935	\$ 177,586	\$ 208,109
47	Cash Outflows							
49	Capital Improvements & CWIP	49,237	395,000	70,000	72,100	74,263	76,491	78,786
50	ARPA Asset Payment (amortization expense)	28,600	28,600	28,600	28,600	28,600	28,600	28,600
51	Cash Outflows	77,837	423,600	98,600	100,700	102,863	105,091	107,386
52	Change in Cash	\$ 725,679	\$ (638,878)	\$ 6,025	\$ 16,034	\$ 23,072	\$ 72,495	\$ 100,723
53	Cash Balance	\$ 2,959,834	\$ 2,320,956	\$ 2,326,981	\$ 2,343,014	\$ 2,366,087	\$ 2,438,582	\$ 2,539,305
54	Cash Balance Target	\$ 2,212,737	\$ 2,298,666	\$ 2,283,990	\$ 2,336,072	\$ 2,390,391	\$ 2,437,896	\$ 2,487,916



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February 6, 2015

EXECUTIVE SUMMARY

Trinidad, Colorado 2015 Electric Financial Plan, Cost of Service And Rate Design Study Update

Projected Cash Flow

Table A (page 3) shows the ARPA settlement funds received in 2014 as a Cash Inflow on line 44. Projected Capital Improvements and Construction Work In Progress (CWIP) are shown as a Cash Outflow on line 49. Budgeted improvements of \$395,000 in 2015 include \$300,000 toward a new vehicle. In 2015, with a negative change in cash of \$638,878 (line 52), Cash Balance (line 53) falls to \$2,320,956, however remains above the Cash Balance Target (line 54) of \$2,298,666. The minimum cash reserve target (line 54) is based on a proposed policy illustrated in Table B below.

TABLE B – MINIMUM CASH RESERVE POLICY

Cash Reserve Policy				2014	"Must Have"
1	O&M Expenses	7,229,343	25%	1,807,336	903,668
2	Gross-Utility Plant in Service (G-UPIS)	13,535,482	1%	135,354.82	
3	Deposits	122,628	100%	122,628	122,628
4	Debt Service	-	100%	-	-
5	Current Year Capital Improvements less Borrowings	49,237	20%	9,847	
6	Five Year Capital Improvements less Borrowings	687,854	20%	137,571	
7	Minimum Reserve Target			2,212,737	1,026,296

Cash Reserve Policy Discussion

A minimum cash reserve target of three months or 25% of annual operation and maintenance (Table B, line 1) is a frequently used primary element of a cash reserve policy. Line 2 covers the risk and peril system facilities are exposed to, like weather, accidents and vandalisms. The 1% of utility plant is typical; however a tornado, earthquake or ice storm-prone region utility may choose a higher percentage. Deposits (line 3) and debt service (line 4) is contract obligations so 100% is required. The most subjective element is for capital improvements elements (lines 5 & 6). Typically we recommend between 10% and 20%; higher percentages for utilities with more aged utility plant and where more construction is needed for replacements and renewals. A lower percent may be recommended for utilities with high growth rates and where more of construction is expansion work.

The "must have" reserves are those required by ordinance or Corporate By-laws. Line 1 "must have" allows for only 45 days (12.5%) of annual operation and maintenance expenses as working capital. This amount is generally allowed with no justification in rate cases under the Federal Energy Regulatory Commission, FERC.

Cost of Service Summary

Further analysis will compare each customer class' cost of service with revenue derived from current rates. Customer classes can vary significantly in revenues from existing revenues to cost of service, in which case a rate design adjustment to shift costs among classes is recommended. Other class adjustments are recommended to be made over time to bring classes closer to cost of service while maintaining system financial targets.



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EXECUTIVE SUMMARY

Trinidad, Colorado
2015 Electric Financial Plan, Cost of Service
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Findings and Recommendations

To ensure the financial stability of the utility and that costs are more fairly recovered from customer classes, the Board is asked to consider the following:

- 1) Consider approval of the proposed rate track as shown in Table A. The proposed system 5.2% rate increase effective April 1, 2015 would be designed using a rate design guideline of plus or minus 3.0%. Thus, no class would get more than an 8.2% increase in revenues and no class would get less than a 2.2% increase from current rates, not including the ECA. The base rate adjustments would be designed to move classes closer to a more fair and equitable recovery of costs by using these recommended rate design guideline Rates for January 1, 2016 will be designed at a later date.
- 2) Rate changes should be reviewed every other year and adjusted as necessary to recover higher or lower than assumed revenue, load and cost escalations. The next update will consider the impact of any new large loads serviced at that time. Rate adjustments for FY 2017 and 2018 can then be designed to continue the process of bringing classes closer to cost of service, maintaining net operating income of at least 5.0% of plant investment, and retaining a minimum cash reserve as determined by the Board approved Cash Reserve Policy.



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February 6, 2015



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Work Session

February 10, 2015

Prepared by:

Linda Vigil, February 6, 2015

Dept. Head Signature:

of Attachments: 1

SUBJECT: Consideration of First Amendment to Fire Emergency Water Supply Agreements with the Stonewall Fire Protection District

Presenter: Michael Valentine, Public Works/Utilities Director

Recommended City Council Action: No formal action is requested at this time. This item is presented for information and will be presented for formal action at the February 17, 2015 City Council meeting.

Summary Statement: Lloyd Hollman, Fire Chief for the Stonewall Fire Protection District has discussed with staff the importance of fire protection for our watershed and the possibility of placing fire hydrants at strategic locations along State Highway 12. Previous agreements have allowed for the fire protection district to draw water from ponds, stock tanks, irrigation ditches, rivers, and streams located on the city's property for fire suppression during the years of 2012, 2013, and 2014. The Stonewall Fire Protection District has requested initial installation of a fire hydrant to be located in Weston. The SFPD has agreed to furnish all material required with city forces providing the cost of installation. SFPD will also provide a locking mechanism on the fire hydrant to prevent any theft of city water or damage to the fire hydrant.

Expenditure Required: Installation costs of the new fire hydrant

Source of Funds: Water Department Budget

Policy Issue: Fire protection for the city's watershed.

Alternative: Council could elect not to approve the installation of a new fire hydrant and continue allowing for the use of water for fire suppression as previous agreements have stated.

Background Information: In the past couple of years, the city has entered in prior agreements with Stonewall Fire Protection to cooperatively and collectively work together to protect the city's watershed located within the boundaries of the Stonewall Fire Protection District in the event of a fire disaster. In prior years, the district has requested the necessity of a fire hydrant to be located within their boundaries. If council, so agrees, this would accomplish and satisfy their request.

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STONEWALL FIRE PROTECTION DISTRICT

16200 C.R. 31.9, P.O. Box 10 Weston, CO 81091 719-868-2249
Website: <http://www.stonewallfire.us> email: stonewallfpd@gmail.com

In an attempt to be proactive Stonewall Fire Protection District (SFPD) has laid out our thoughts in our five year plan to stay on top of the needs of the people we serve. This plan has been in place for two years and many of the objectives have been achieved.

In our plan we prioritized numerous locations along the Hwy. 12 corridor for fire hydrants. At this time our 547 sq. mile district has a total of four working fire hydrants. We have one hydrant in San Juan Plaza and three located around the Primero School facility. There is one hydrant located at New Elk Mine and another located south of Hwy 12 at Weston both of which are inoperable.

SFPD is responsible for fire control, fire suppression and all other fire related activities within our District boundaries and City of Trinidad's watershed. SFPD feels a strong need to enhance the water supply for fire suppression wherever these water supplies can be developed for the protection of those we serve and your customers that you serve.

I have discussed at length with Jim Fernandez these needs and we were moving forward prior to his untimely retirement. Since then I have been in discussion with Tom Acre, Gil Ramirez and Mark Vigil in hopes of moving forward.

SFPD had Bob Just develop the plans for a hydrant in Weston. Weston is our number one priority followed by Segundo (~~one on the south side of Hwy. 12~~ and one on the north side), Hwy. 12 & Rancho Escondido, Valdez, Hwy. 12 & C.R. 21.6, Longs Canyon Bridge & Hwy. 12, Burro Canyon & Hwy. 12, Pioneer Resources & Hwy. 12, Hwy. 12 & Sarcillo Canyon, and Hwy. 12 & Cordova Plaza. A map with these locations is included.

You will find a copy of Mr. Just's drawings for the Weston hydrant included in this packet.

**STONEWALL FIRE
PROTECTION DISTRICT**

16200 C.R. 31.9, P.O. Box 10 Weston, CO 81091 719-868-2249
Website: <http://www.stonewallfire.us> email: stonewallfpd@gmail.com

SFPD is in hopes of moving forward with this joint venture in the near term. Please advise when we might anticipate an exploratory meeting for further discussion in hopes of providing better service to our taxpayers and your customers.

Thank you for your time,

Loyd Holliman, Chief

**FIRST AMENDMENT TO FIRE EMERGENCY WATER SUPPLY
AGREEMENTS**

PARTIES:

City of Trinidad, Colorado (CITY)
135 North Animas Street
P. O. Box 880
Trinidad, CO 81082

Stonewall Fire Protection District (DISTRICT)
16200 County Rd. 31.9
P. O. Box 10
Weston, CO 81091

RECITALS:

Stonewall Fire Protection District (hereinafter the "DISTRICT") entered into a Fire Emergency Water Supply Agreements ("AGREEMENTS") with the City of Trinidad, Colorado ("CITY"), on the 21st day of March, 2012. The Agreement was filed of record on May 11, 2012 in Las Animas County, Colorado, in Book 1103 at Pages 891-892.

The AGREEMENTS permitted Stonewall Fire Protection District and any other entity so deemed necessary by the DISTRICT to draw water from ponds, stock tanks, irrigation ditches, rivers, streams or lakes located on the CITY's property for the suppression of any fire located within the Stonewall Fire Protection District for the years 2012, 2013 and 2014. The AGREEMENTS further provided that the CITY would be given a G.P.S. location at the time of any said fire and the CITY would be given notice. It further allowed the DISTRICT to draw the water needed and notify the CITY at a later time, should the CITY contacts identified on the AGREEMENTS not be available.

The CITY and the DISTRICT wish to extend this mutual agreement for the protection of life and property. Further, it is in the best interest of the CITY and its residents and extraterritorial customers to protect the CITY's watershed which is located in the Stonewall Fire Protection District's boundary.

The CITY has determined it to be reasonable to make the following Amendment to the AGREEMENTS:

- 1) Paragraph one is amended to extend the term of the agreement to include 2015 and shall renew automatically for one year periods until terminated by either party.
- 2) A new paragraph is added as follows:

The CITY agrees:

To pay the labor costs only for the installation cost of a new fire hydrant to be located at a point approximately 147 lineal feet north of U.S. Highway 12 on County Rd. 31.9,

Weston. The CITY further agrees to pay one-half of the cost associated with the operation and maintenance from the point of tap to and including the fire hydrant.

The CITY will have ownership of the hydrants for the purpose of insurance coverage.

The **DISTRICT** agrees:

To pay all material costs associated with the installation of the new fire hydrant. The DISTRICT further agrees to pay one-half of the costs associated with the operation and maintenance required in the future from the point of tap to and including the fire hydrant.

DISTRICT will provide for any easements necessary for the installation of the service line and hydrant.

DISTRICT will install anti-theft devices on hydrants as needed or as required by CITY.

DISTRICT will install protective cages around the hydrants to protect the apparatus from damages.

DISTRICT will ensure that all personnel will be trained in the proper operation of a fire hydrant.

- 3) The contact information provided for the CITY is amended as follows:

Gilbert Ramirez, (719) 868-2244 / (719) 680-1432

Mike Valentine, (719) 846-2961 / (719) 680-3795

Linda Vigil, (719) 846-0535

All other terms set forth in the Fire Emergency Water Supply Agreements (“AGREEMENTS”) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties and/or their duly authorized officials have executed this Agreement.



COUNCIL COMMUNICATION

5

CITY COUNCIL MEETING: February 10, 2015
PREPARED BY: Audra Garrett, Acting City
Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: Monument Lake Resort 2015 Operations Proposal presentation by Westland Resources, LLC

PRESENTER: Mike Robb, Westland Resources, LLC

RECOMMENDED CITY COUNCIL ACTION: Consider the proposal for possible approval on February 17, 2015.

SUMMARY STATEMENT: By contract Westland Resources, LLC, is required to submit an Operations Proposal for the season before February 1st.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: Contract terms.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The City entered into a long-term agreement with Westland Resources, LLC in 2008, which may be terminated by either party. In the initial years of the agreement, the parties both put money towards improvements to the property pursuant to the terms of the agreement. The terms of the agreement have been met by both parties to date.

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MONUMENT LAKE RESORT
OPERATIONS PROPOSAL
2015

WESTLAND RESOURCES, LLC
JANUARY 30, 2015

City of Trinidad

JAN 30 2015

City Clerk's Office

**OPERATIONS PROPOSAL
MONUMENT LAKE RESORT
2015**

Opening day: May 15, 2015

Closing day: September 13, 2015 (Closing day may vary depending on weather)

RATES

Season Park Pass \$30.00
Day Pass \$7.00
Winter day pass \$3.00

Motel \$109.00
Cabins \$119.00
Cabin with kitchenette \$129.00
Double Occupancy
Additional Persons \$8.00 ea.
All rates per night plus applicable tax

RV Full hookup \$32.00
RV partial hookup \$26.00
RV no hookup \$20.00
Tent camping \$20.00 per tent
RV dump station \$5.00
All rates per night plus applicable tax

Phone ahead for reservations for rooms, cabins and RV hookup sites
RV no hookup and tent sites are on first come first serve

Pedal boat rental \$15.00/hour
Fishing boat rental
\$85.00 per day 2 person boat
\$55.00 1/2 day
Rental includes electric trolling motor and life vests
All rates plus applicable tax
All persons aboard rentals are required to wear a life vest/ no exceptions

SERVICES OFFERED

Fishing
Motel and cabin rentals
Camping for RV and tent campers
Fishing and pedal boat rentals
Furnish equipment for various games and activities, horseshoes, baseball, volley ball, etc.
Restaurant serving 3 meals daily. Change from full service to partial service.
Mira Monte utilized for meetings, banquets, wedding receptions, etc.
Store by the Shore will offer fishing tackle, bait, sundries, groceries, beverages, beer, etc.
Boat rentals
Large field below dam utilized for company picnics and other large functions.
Game room and vending machines.

MARKETING AND MERCHANDISING

Informing and educating potential park patrons about what the park is, services and activities offered, and future plans and progress of those plans is the number one priority of Westland's marketing strategy. The Monument Lake Resort website serves as the primary avenue to accomplish this. Marketing will be conducted on a local and regional basis, through direct contact and mail, print media which includes magazines and newspapers. Several national lodging and resort websites have added to internet exposure.

The web address is www.monumentlakeresort.com

PERSONNEL

Resort operations will require 14 employee positions. Additional duties during peak season will be supplemented with part time help on an as needed basis. Typical employee numbers 22. Personnel are key to the success of any business. Pursuit of quality individuals to fill positions is of high priority. The following is a list of job title and description:

General Manager:

Responsible for overall resort operation including restaurant and motel. Conducts all human resource duties, book keeping, overall planning and budgeting, and purchasing.
Assist Main Desk
, Groundskeeper and Head Chef in planning.

Grounds Keeper:

Care of grounds, trash, general repairs, daytime security, etc.

Main Desk:

Oversee motel and cabins including housekeeping, reservations and desk duty, event planning,.

Food and Beverage Manager:

Responsible for restaurant management. Menu planning, catering, personnel, sanitation, and event planning.

Chef's Assistant:

Assists Head Chef in menu planning and meal preparation, oversee kitchen help, bus and wait staff.

Breakfast and lunch cook:

Kitchen cook and supervisor for breakfast and lunch meals, coordinate with Head Chef and Assistant.

Wait Staff:

Serve as hosts and wait on tables, table prep, sanitation.

Bus and Kitchen helpers:

Responsible for assisting in kitchen duties, plating food, fetching ingredients, sanitation, washing dishes etc.

Store Clerk Boat HQ:

On duty in Store by the Shore as retail clerk, responsible for boat rentals and maintenance of boats and accessories.

Housekeeping:

House keeping and laundry for motel and cabins, house keeping for all other facilities.

Night Security:

Responsible for night security and wildlife conflicts.

SECURITY, SAFETY, AND LAW ENFORCEMENT

A set of Resort Regulations have been developed which includes guidelines to help prevent wildlife conflicts and recommendations for conduct if one is involved in a conflict, especially with bears. Wildlife awareness, and conflict prevention and response will be included in staff training, as well as seminars and short programs designed for patrons sponsored by the Colorado Division of Wildlife. An Emergency Evacuation Plan has been developed. Copies of the resort regulations will be provided to all who enter the park. Anyone violating resort regulations will be given one warning. Should they not respond to this warning they will be subject to fine or asked to leave the resort. If further escalation of a situation occurs the Sheriff's department will be called. In the case of wildlife conflicts or infractions the Colorado Division of Wildlife will be called.

A copy of Rules and Regulations, and evacuation plan are located in each room in the Resort information notebook.

Outline of Safety protocol submitted with previous plan.

CONSERVATION

The conservation fund generated by the sale of resort passes 2014 is \$2983.00. These funds will be used for installation of campground and other improvements, and conservation devices and practices. Summary of dock construction and fund attached.

2015 funds generated will be allocated to purchase of road base.

The Natural Resource Conservation Service has conducted a Baseline Resources Inventory and Evaluation so that we may build a conservation plan for the park. This inventories all natural resources, assesses their condition, and makes recommendations for improvements. This report serves as the base for all campground renovations and improvements. Submitted with previous plan.

FISH HATCHERY

City was successful with second grant submittal for Assessment and has been completed. The planning grant was submitted by the city and was successful.

OTHER GRANTS

Westland Resources, LLC was successful in a grant application, to build new floating boat docks, through the Colorado Division of Parks and Wildlife, Motorboat Program and was awarded a grant total of \$15000.00, Westland Resources, LLC will contribute \$8000.00 as matching funds and in kind. Total project Funds from the Conservation Fund built up by Westland will be utilized for the matching and in kind contribution. Materials for the docks have been purchased and construction has begun but weather has put it on hold. 2014 all floating sections have been completed, anchor structures and attachments are completed.

2014 CONSTRUCTION AND EXPENDITURES

Upgrade full service RV spaces. Install 50-30-20 amp panels for each site, and pour concrete basins for sewer connections, leveling and some landscaping, build up main road to allow easier access to sites, include 1 picnic table for each site. COMPLETED by Westland Resources, LLC

Restaurant service mode will change from full service to partial service. Customers will place their order at the counter and food will be brought to the table, customer will serve themselves at the beverage center with the exception of alcoholic beverages. Will modify current wait staff enclosure to include open order counter and beverage center. COMPLETED by Westland Resources, LLC

Buff and refinish floor in restaurant as well as table tops will be coated with epoxy finish. COMPLETED by Westland Resources, LLC

2015 CONSTRUCTION AND EXPENDITURES

We have no projects in mind for 2015. Will be conducting general maintenance and repairs and have allotted \$10,000.00

Westland resources, LLC will install an automatic gate opener at the main gate for winter operations. This will be a donation to the City of Trinidad. Estimated cost \$3500 .

City of Trinidad is in the process of re allocating replacing 2 vegas in the Miramonte banquet Room.

ATTACHMENTS

2014 CONSERVATION AND PROJECT FUND

2008	\$ 3,256.00
2009	\$ 3,286.00
2010	\$ 3,300.00
2011	\$ 2,999.50
2012	\$ 3,056.50
2013	\$ 2,968.00
2014	\$ 2,983.00

Total To Date \$ 21,849.00

Funds Allocation

Dock Project \$ 14,745.98

Balance \$ 7,103.52

Motorboat Grant Reimbursement \$ 7,225.53

Balance \$ 14,329.05

Funds Allocation

Full Service RV Improvements \$ 14,329.05

Balance \$ -

Micheal Robb
 Westland Resources, LLC
 4789 HWY 12
 Weston CO 81091

Contract Number 12-mba-35877
 Monument Lake Motorboat Improvements

12/3/2013

Work Summary-Request for Reimbursement

Work Item	Date	Amount	Paid	Paid	Date	Total	
1 Purchase Materials	8/29/2012	Dock Accents-Kit Materials	\$ 4,106.32	ck 1212		8/29/2012	
	6/19/2013	Home Depot Lumber-screws	\$ 367.88	HD Card	ck 21979	7/30/2013	
	6/19/2013	Home Depot Lumber	\$ 68.48	HD Card	ck 21979	7/30/2013	
	6/30/2013	Home Depot lumber	\$ 308.28	HD Card	ck 21979	7/30/2013	
	8/21/2013	Dock Accents-Kit materials	\$ 1,104.06	J Robb card	ck 1228	8/26/2013	
	8/27/2013	Lowes Trex deck material	\$ 869.36	GM Card	Phone PMT	9/11/2013	
	8/28/2013	Home Depot Deck Screws	\$ 106.25	HD Card	ck 22142	10/1/2013	
	9/9/2013	Dock Accents-Kit materials	\$ 166.89	GM Card	Phone PMT	10/11/2013	
	5/1/2014	Fastenal Anchor bolts	\$ 277.51	ck 1233		5/1/2014	
	5/22/2014	Leone Redi Mix-Concrete	\$ 516.88	ck 1241		5/22/2014	
	5/30/2014	Fastenal Hardware	\$ 92.48	MC	Phone PMT	6/28/2014	
	6/11/2014	Dock Accents Hardware	\$ 149.76	GM Card	Phone PMT	7/16/2014	
	12/1/2014	Home Depot Water proof treatment	\$ 58.53	Cash		12/1/2014	
	Total		\$ 8,192.68				\$ 8,192.68
			Hours	Men	Total Hrs	Cost	
	2 Construct dock sections	6/19/2013	Labor Mike, Dan, Larry, Larry	4	4	16	
		6/20/2013	Labor Mike, Dan, Larry, Larry	6	4	24	
Cut lumber to length		6/21/2013	Labor Dan, Larry	3	2	6	
Build Frames		6/24/2013	Labor Mike, Dan, Larry	2	3	6	
Attach hardware braces		6/25/2013	Labor Mike Dan, Larry	5	3	15	
Attach dock hinges		6/28/2013	Labor Mike, Dan	4	2	8	
Attach floats		6/29/2013	Labor Mike, Dan	3	2	6	
Cut deck material to length		7/1/2013	Labor Mike, Dan, Larry	4	3	12	
Attach deck material		7/2/2013	Labor Mike, Dan, Larry	8	3	24	
Transport dock sections		7/10/2013	Labor Mike, Dan	8	2	16	
		7/18/2013	Labor Dan, Larry	4	2	8	
		8/19/2013	Labor Mike, Dan, Larry	5	3	15	
	8/20/2013	Labor Dan, Larry	3	2	6		

	9/12/2013 Labor Mike, Dan, Larry	6	3	18		
	9/18/2013 Labor Mike, Dan, Larry, Larry	5	4	20		
	5/14/2014 Labor Mike, Larry, Larry	7	3	21		
	5/15/2014 Labor Mike, Larry, Larry	8	3	24		
	5/16/2014 Labor Mike Larry, Larry	8	3	24		
	Total				269	\$ 4,035.00
3	Site Work launch Ramp					
	Remove Rip-wrap	4/28/2014 Backhoe Rental paid ck1232 on 5/1/14				\$ 528.30
	Dig Base	4/28/2014 Labor Mike, Larry, Larry	8	3	24	
	Set forms pour concrete	5/22/2014 Kenny Lovato-Labor and rebar pd ck1242				\$ 850.00
	Strip forms, set anchor	5/24/2014 Labor Mike, Larry, Larry	4	3	12	
	replace rip-wrap	5/24/2014 Tractor and Loader 45/hr	4			\$ 180.00
	float dock sections				36	\$ 540.00
	Total					\$ 2,098.30 \$ 2,098.30
4	Site Work Headquarters					
	Remove old dock	7/3/2013 Labor Mike, Dan, Larry, Larry	7	4	28	\$ 420.00 \$ 420.00
	Attach anchor plate to RR ties					
	Float Dock sections					
	Total					\$ 14,745.98

I verify that all items are correct Michael V Robb Westland Resources, LLC 8-3-14



Dock Accents, Inc.

11002 General Puller Hwy.
Hartfield, VA 23071

Invoice

Date	Invoice #
8/29/2012	1730

PAID
09/10/2012

Bill To	Ship To
Monument Lake Resort 1626 Hayes St Trinidad, CO 81082	Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

P.O. No.	Terms

Qty	Description	Rate	Amount
6	6' X 10' Floating Dock Kit- Includes: 4 - 2x4'x12" polyflange floats; 4- Inside Corners;6 -Angles; 80 - SS 5/16" x 1- 1/2" Lag Bolt Sets; specs, material list for customer to purchase lumber locally, and instructions. ***** Total Components Listed Below *****	600.00	3,600.00
24	2' x 4' x 12" Polyflange Float	0.00	0.00
24	Inside Corner	0.00	0.00
36	Angle 2- 1/2" x 5"	0.00	0.00
480	5/16" x 1-1/2" SS Lag Bolt Set	0.00	0.00
8	Hinge Set (connector pin, male & female T connectors)	44.00	352.00
8	Female T Connector 5 x 5"	0.00	0.00
8	Male T Connector 5 x 5"	0.00	0.00
8	Connector Pin Set 3/4"	0.00	0.00
16	Backup Plate 5" x 5"	6.50	104.00
66	Galvanized Carriage Bolt Set 1/2" x 3"	1.85	122.10
	Contractor's Discount 20%	-835.60	-835.60

Thank you for your business.	Subtotal
	Sales Tax (0.0%)
	Total
	Payments/Credits
	Balance Due

Phone #	Fax #	E-mail	Web Site
804-776-7710	804-776-7712	dockaccents@va.metrocast.net	www.dockaccents.com



Dock Accents, Inc.

11002 General Puller Hwy.
Hartfield, VA 23071

Invoice

Date	Invoice #
8/29/2012	1730

PAID
09/04/2012

Bill To	Ship To
Monument Lake Resort 1626 Hayes St Trinidad, CO 81082	Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

P.O. No.	Terms

Qty	Description	Rate	Amount
	Shipping	763.82	763.82

Thank you for your business.	Subtotal	\$4,106.32
	Sales Tax (0.0%)	\$0.00
	Total	\$4,106.32
	Payments/Credits	\$-4,106.32
	Balance Due	\$0.00

Phone #	Fax #	E-mail	Web Site
804-776-7710	804-776-7712	dockaccents@va.metrocast.net	www.dockaccents.com



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4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00002 08744 06/19/13 05:52 PM
CASHIER CRYSTAL - CA29CO

090489141493 12' PT RB WS <A>
5/4X6-12FT PREM PT RED/BR WTHRSHLD
22@10.17 223.74
090489145156 12' PT RB WS <A>
2X6-12FT #1 PT RED/BRN WEATHERSHIELD
2@9.97 19.94
764666564640 TAN 25# SCRW <A> 98.85
DECKMATE SCREW, TAN, 3 IN, 25LB

SUBTOTAL 342.53
SALES TAX 25.35
TOTAL \$367.88
XXXXXXXXXXXX8948 HOME DEPOT 367.88
AUTH CODE 019001/4020077 TA



1511 02 08744 06/19/2013 2301

RETURN POLICY DEFINITIONS
POLICY ID - DAYS - POLICY EXPIRES ON
A 1 90 09/17/2013
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
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READY IN LESS THAN 2 HOURS!

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HOME DEPOT GIFT
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the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/cpin/en

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
19288 17779

Password:
13319 17777

Entries must be entered by 07/19/2013.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.



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4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00014 17914 06/19/13 12:31 PM
CASHIER NEEVE - NRD346

090489145149 10' PT RB WS <A>
2X6-10FT #1 PT RED/BRN WEATHERSHIELD
8@7.97 63.76

SUBTOTAL 63.76
SALES TAX 4.72
TOTAL \$68.48

XXXXXXXXXXXX8948 HOME DEPOT 68.48
AUTH CODE 019277/4141731 TA



1511 14 17914 06/19/2013 3807

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/17/2013
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
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TO WIN A \$5,000
HOME DEPOT GIFT
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and enter for a chance to win at:

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COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
37628 36131

Password:
13319 36117

Entries must be entered by 07/19/2013.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.



LOWE'S HW, INC.
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 289-9110

- SALE -

SALES#: S2742FC1 1410423 TRANS#: 2626069 08-27-13

204992 1LT SCONCE WITH LINEN SHA 74.94
3 @ 24.98
163807 12-FT SADDLE TREX ACCENTS 809.46
27 @ 29.98

SUBTOTAL: 884.40

TAX: 65.45

INVOICE 02152 TOTAL: 949.85

H/C: 949.85

M/C:XXXXXXXXXXXX3927 AMOUNT:949.85 AUTHCD:R8320B
SWIPED REFID:626898274202 08/27/13 12:08:18

Handwritten signature
STORE: 2742 TERMINAL: 02 08/27/13 12:08:28

OF ITEMS PURCHASED: 30
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JEFF PINKERT

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

* YOUR OPINIONS COUNT! *

* REGISTER FOR A CHANCE TO WIN A *

* \$5,000 LOWE'S GIFT CARD! *

* REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA *

* TARJETA DE REGALO DE LOWE'S DE \$5000! *

* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* YOUR ID # 02152 2742 239 *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *



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4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00002 37305 06/30/13 12:57 PM
CASHIER BRUCE - BRC0499

090489145149 10' PT RB WS <A>
2X6-10FT #1 PT RED/BRN WEATHERSHIELD
1607.97 127.52
090489145156 12' PT RB WS <A>
2X6-12FT #1 PT RED/BRN WEATHERSHIELD
1609.97 159.52

SUBTOTAL 287.04
SALES TAX 21.24
TOTAL \$308.28

XXXXXXXXXXXX8948 HOME DEPOT 308.28
AUTH CODE 030328/3022134 TA



1511 02 37305 06/30/2013 8928

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/28/2013
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

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HOME DEPOT GIFT
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and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
76410 74901

Password:
13330 74899

Entries must be entered by 07/30/2013.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.



Dock Accents, Inc.
 11002 General Puller Hwy.
 Hartfield, VA 23071

Sales Receipt

Date	Sale No.
8/21/2013	13861

Sold To
Monument Lake Resort 1626 Hayes St Trinidad, CO 81082

Ship To
Monument Lake Resort 1789 Hwy 12 Weston, CO 81091

Check No.	Payment Method	Order #
	Check	

Description	Qty	Rate	Amount
6'X10' - Floating Dock Kit- Includes: specs, material list for customer to purchase lumber locally, and instructions. ***Total Components are listed below***	1	600.00	600.00
2' x 4' x 12" Polyllange Float	4	0.00	0.00
Inside Corner	1	0.00	0.00
Angle 2- 1/2" x 5"	6	0.00	0.00
5/16" x 1-1/2" SS Lag Bolt Set	66	0.00	0.00
Hinge Set (connector pin, male & female T connectors)	4	44.00	176.00
6" Galvanized Cleat	12	4.99	59.88
5/16" x 1-1/2" SS Lag Bolt Set	140	0.00	0.00
Shipping		368.18	368.18
Shipping Discount		-100.00	-100.00
****Customer was missing 140 lags from last order****			

Thank you for your business.	Subtotal	\$1,104.06
	Sales Tax (0.0%)	\$0.00
	Total	\$1,104.06

Phone #	Fax #	E-mail	Web Site
804-776-7710	804-776-7712	dockaccents@va.metrocast.net	www.dockaccents.com

Pd 8-21-13 CC



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More doing.™**

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00059 05724 08/28/13 12:06 PM
CASHIER SELF CHECK OUT - SCOT59

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00001 64251 06/30/14 03:30 PM
CASHIER BRANDI - EXR3569

046677205591 3FT T12 30W <A> 11.97
PLC 30W 3FT T12 FL COOL WHT PLUS 2PK
071691476337 52QT WASTE <A> 14.97
52QT SPRING-TOP TRASH CAN-BLACK
NLP Savings \$2.00
086876018837 TRASH CAN <A>
28QT OFFICE WASTE BASKET-BLACK
204.97 9.94
678885073107 DECK OVER <A> 34.94
PREM EXT DECKOVER 5000 GL
887480048308 LOCKWASHER <A> 11.67
LOCKWASHER MED SPLIT 1/4 ZINC
887480072204 ZINCWASHER <A> 9.95
WASHER CUT 5/16 ZINC BOX (100 PCS)
887480017304 HEX NUTS <A> 5.37
HEX NUTS-USS 1/4 100 PCS
887480072105 ZINCWASHER <A> 8.98
WASHER CUT 1/4 ZINC BOX (100 PCS)
BCH LAG SCREW <A>
5/16 "X1-L/2" HEX HD LAG SCR HDG(BCH)
32@0.52 16.64
AJD 1/4X3HEXBOLT <A>
HEX BOLTS 1/4X3
48@0.22 10.56

SUBTOTAL 134.99
SALES TAX 9.99
TOTAL \$144.98
XXXXXXXXXX8948 HOME DEPOT 144.98
AUTH CODE 030219/E011352 TA

723283302059 ANNUAL <A> 4.97
PREMIUM ANNUAL
764666564640 TAN 25# SCRW <A> 98.85
DECKMATE SCREW, TAN, 3 IN, 25LB
SUBTOTAL 103.82
SALES TAX 7.68
TOTAL \$111.50
XXXXXXXXXX8943 HOME DEPOT 111.50
AUTH CODE 028425/4592664 TA



1511 59 05724 08/28/2013 8623

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/26/2013
THE HOME DEPOT RESERVES THE RIGHT TO
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READY IN LESS THAN 2 HOURS!

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HOME DEPOT GIFT
CARD!**

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
13248 11796

Password:
13428 11737

Entries must be entered by 09/27/2013.
Entrants must be 13 or older to enter.
See complete rules on website. No
purchase necessary.

NEW LOWER PRICE (NLP) SAVINGS \$2.00



1511 01 64251 06/30/2014 8928

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/28/2014
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HOME DEPOT GIFT
CARD!**

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
H3B 130302 128792

Password:
14330 128791

Entries must be entered by 07/30/2014.
Entrants must be 13 or older to enter.



Dock Accents, Inc.

11002 General Puller Hwy.
Hartfield, VA 23071

Sales Receipt

Date	Sale No.
9/9/2013	13919

Sold To
Monument Lake Resort 1626 Hayes St Trinidad, CO 81082

Ship To
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

Check No.	Payment Method	Order #
	Master Card	

Description	Qty	Rate	Amount
Backup Plate 5" x 5"	8	6.50	52.00
Angle 2- 1/2" x 5"	4	7.00	28.00
Galvanized Carriage Bolt Set 1/2" x 3"	32	1.85	59.20
Shipping		27.69	27.69

Thank you for your business.

Subtotal \$166.89

Sales Tax (0.0%) \$0.00

Total \$166.89

Phone #	Fax #	E-mail	Web Site
804-776-7710	804-776-7712	dockaccents@va.metrocast.net	www.dockaccents.com



Fastenal Company
 P.O Box 1286
 WINONA, MN 55987-1286

Invoice

Date 5/1/14
 Reference No. COTRN42617
 Page 1

Cust. No. (CASH) COTRNCASH
 Cust. P.O.
 Job No.
 Sold To
 Currency Cash Acct
 2012 Freedom Rd Unit 65
 TRINIDAD, CO 81082
 719-846-9372

The store serving you is
 2012 Freedom Rd Unit 65
 TRINIDAD, CO 81082
 Phone #: (719)846-9372
 Fax #: (719)846-9392

Ship To
 Picked up at Fastenal Store.

This will be recorded as a CASH sale. Paid By Check No. 1233

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Each	Amount
1	3	3	0	3/4-10X3' T ROD 316	110146039	0178018	79.9560	239.87 N
				3/4"-10 x 3 ft ASTM F593 Gr 316 Stainless Steel Threaded Rod				
2	3	3	0	3/4"-10 FHN 316 S/S	bb032950	1177717	2.2770	6.83 N
				3/4"-10 316 Stainless Steel Finished Hex Nut				
3	3	3	0	S/S316 FW 3/4x1-3/4	ip057086	1178027	1.3410	4.02 N
				3/4" 316 Stainless Steel Small OD Flat Washer				

Received By

Check Number: 1233

Comments
 Contact: CASH.

Tax Exemption
 No Exemption

CO

Subtotal	250.72
Shipping & Handling	8.88
State Tax	7.53
County Tax	0.00
City Tax	10.38
TOTAL USD	277.51

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
 No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

This is your invoice.
 All discrepancies must be reported within 10 days.

Thank You !

0

LEONE READY MIX, LLC.

Washed & Graded 2450 E. Main St. • Mailing: 2400 E. Main St. Sand & Gravel
 PLANT: (719) 846-9349 - OFFICE: (719) 846-4170 FAX: (719) 845-0605
 TRINIDAD, CO 81082

NO 35143

DATE 5-22-14	TRUCK 21	DRIVER Frank	YOUR ORDER No.	NOTES CK#
------------------------	--------------------	------------------------	----------------	---------------------

SOLD TO **Monument Lake**

DELIVERY ADDRESS

BILL TO:

Thank you!!

BILLING ADDRESS:

QUANTITY	UNIT	AMOUNT	
3 1/2	6 Sack YARDS	392 00	I acknowledge receipt of the above described material. I assume responsibility for reduced strength where water is added. I also assume responsibility for and waive any claim against the seller for damage occasioned by its delivery to the above address. CAUTION: Freshly mixed cement, mortar, concrete or grout may cause skin injury. Avoid contact with skin where possible and wash exposed skin areas promptly with water. If any cement mixtures get into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN
	ACCUMULATED YARDS	54 88	
	FUEL SURCHARGE	70 00	X <i>[Signature]</i>
	DELIVERY CHARGE		
	SHORT ORDER CHARGE		
STOP	MISC.		
START	CITY SALES TAX		
TOTAL	STATE SALES TAX		
DRIVER WAS REQUESTED TO	OVERTIME CHARGE		
ADD 10 GAL. OF WATER	TOTAL	516 88	CHECKED
X			INVOICED
			STATMENT



Fastenal Company
 P.O Box 1286
 WINONA, MN 55987-1286

Invoice

Date 5/30/14
 Reference No. COTRN42964
 Page 1

Cust. No. (CASH) COTRNCASH
 Cust. P.O.
 Job No.
Sold To
 Currency Cash Acct
 2012 Freedom Rd Unit 65
 TRINIDAD, CO 81082
 719-846-9372

The store serving you is
 2012 Freedom Rd Unit 65

TRINIDAD, CO 81082
 Phone #: (719)846-9372
 Fax #: (719)846-9392

Ship To

Picked up at Fastenal Store.

Doc

This will be recorded as a CASH sale. Paid By Credit Card. (MasterCard)

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Each	Amount
1	2	2	0	T ROD Z 5/8-18 X3'	210036928	47070	19.8400	39.68 N
				5/8"-18 x 3 ft ASTM A307 Gr A Zinc Plated Low Carbon Steel Threaded Rod				
2	1	1	0	T ROD Z 5/8-18 X3'	zcv	47070	19.8400	19.84 N
				5/8"-18 x 3 ft ASTM A307 Gr A Zinc Plated Low Carbon Steel Threaded Rod				
3	3	3	0	3/4"MedSplit L/W SS	210059298	1171077	1.0600	3.18 N
				3/4" 18-8 Stainless Steel Medium Split Lock Washer				
4	3	3	0	S/S FW 3/4x1-3/4 od	210035110	1171027	0.8062	2.42 N
				3/4" 18-8 Stainless Steel Small OD Flat Washer				
5	12	12	0	5/8 USS F/W Z	210069646	1133016	0.4334	5.20 N
				5/8" Zinc Finish USS Flat Washer				
6	3	3	0	3/4"-10 S/S FHN	210035947	1170717	1.6000	4.80 N
				3/4"-10 18-8 Stainless Steel Finished Hex Nut				
7	12	12	0	5/8" MedSplit L/W Z	210058706	1133630	0.1619	1.94 N
				5/8" Zinc Finish Medium Split Lock Washer				
8	10	10	0	5/8"-11 FHN Z	210071538	1136114	0.4349	4.35 N
				5/8"-11 Zinc Finish Grade A Finished Hex Nut				
9	1	1	0	5/8"-11 FHN Z	210058713	1136114	0.4349	0.43 N
				5/8"-11 Zinc Finish Grade A Finished Hex Nut				
10	1	1	0	5/8"-11 FHN Z	210065347	1136114	0.4349	0.43 N
				5/8"-11 Zinc Finish Grade A Finished Hex Nut				
11	4	4	0	3/8"x8"ZincHex Lag	220010269	22279	1.0600	4.24 N
				3/8" x 8" Hex Head Lag Screw, Zinc				

Master Card Account # 5211XXXXXXXX3893 Exp XX/XX

Cardmember acknowledges receipt of goods or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.

Michael R. [Signature]

X

Card Member Signature



Fastenal Company
P.O Box 1286
WINONA, MN 55987-1286

Invoice

Date	Reference No.	Page
5/30/14	COTRN42964	2

Cust. No. (CASH) COTRNCASH
Cust. P.O.
Job No.
Sold To
Currency Cash Acct
2012 Freedom Rd Unit 65
TRINIDAD, CO 81082
719-846-9372

The store serving you is
2012 Freedom Rd Unit 65
TRINIDAD, CO 81082
Phone #: (719)846-9372
Fax #: (719)846-9392

Ship To
Picked up at Fastenal Store.

This will be recorded as a CASH sale. Paid By Credit Card. (MasterCard)

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Each	Amount
----------	------------------	------------------	--------------------	-------------	-------------	----------	--------------	--------

Received By

Tax Exemption
No Exemption

Comments

Contact: MICHAEL ROBB Phone: 7196802288

CO

Subtotal	86.51
Shipping & Handling	0.00
State Tax	2.51
County Tax	0.00
City Tax	3.46
TOTAL USD	92.48

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

This is your invoice.
All discrepancies must be reported within 10 days.

Thank You !

0



Dock Accents, Inc.
 11002 General Puller Hwy.
 Hartfield, VA 23071

Sales Receipt

Date	Sale No.
6/11/2014	14540

Sold To
Monument Lake Resort 1626 Hayes St Trinidad, CO 81082

Ship To
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

Check No.	Payment Method	Order #
	Master Card	

Description	Qty	Rate	Amount
Hinge Set (connector pin, male & female T connectors) ***** Total Components Listed Below *****	2	44.00	88.00
Female T Connector 5 x 5"	2	0.00	0.00
Male T Connector 5 x 5"	2	0.00	0.00
Connector Pin Set 3/4"	2	0.00	0.00
Galvanized Carriage Bolt Set 1/2" x 3"	8	1.85	14.80
Galvanized Carriage Bolt Set 1/2" x 5"	8	2.69	21.52
Shipping		25.44	25.44

Thank you for your business.

Subtotal	\$149.76
Sales Tax (0.0%)	\$0.00
Total	\$149.76

Phone #	Fax #	E-mail	Web Site
804-776-7710	804-776-7712	dockaccents@va.metrocast.net	www.dockaccents.com



More saving.
More doing.™

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 03002 52064 12/01/14 04:00 PM
CASHIER CHRISTINA - CE03147

032053241055 MINIWAX <A> 54.50
TWS CLR MULTI-SRFW PROOFER LVOC 5GAL

SUBTOTAL 54.50
SALES TAX 4.03
TOTAL \$58.53
CASH 60.00
CHANGE DUE 1.47



1511 02 52064 12/01/2014 9185

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 03/01/2015
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion with Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
H86 105928 104419

Password:
14601 104417

Entries must be entered by 12/31/2014.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

GRAND RENTAL STATION

440 UNIVERSITY
TRINIDAD, CO 81082

719-845-1000 phone
719-845-0205 fax

Status: Open

Contract #: 8069

Date Out: Mon 5/12/2014 10:02AM

Operator: Rick

Customer# 3370

MONUMENT LAKE

719 868-2226

4789 HWY 12

WESTON, CO 81091

DELIVERY AND PICKUP

Delivery Date: Mon 5/12/14 10:02 AM

Pickup Date: Wed 5/14/14 7:30 AM

Address: 4789 HWY 12 ; WESTON, CO 81091

Contact:

Phone: -

Qty	Key	Items Rented	Replacement Cost	Status	Agreed Return Date	Price
1	013-0318	BACKHOE CAT 420E #2 Meter out: 1340.7 4Hrs \$206.50 1Day \$295.00 1Week \$1,030.00 4Wks \$2,590.00	\$125,000.00 each	Out	5/14/2014 7:30AM	\$295.00

Qty	Key	Items Sold	Status	Each	Price
1	SMM	SMM TAX	Sold	\$5.90	\$5.90
1	MISC	DELIVERY, MISCELLANEOUS CHARC	Delivery	\$200.00	\$200.00

Thank you for your Business

RENTAL CONTRACT

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

RENTER RESPONSIBLE FOR FUEL, FLATS, AND DAMAGES.

RENT CONTINUES UNTIL ITEM IS RETURNED OR YOU CALL 719-845-1000 TO HAVE EQUIPMENT PICKED UP

I certify that I have read and agree to all terms of this contract.

SIGNATURE: _____

MONUMENT LAKE

Rental:	\$295.00
Damage Waiver:	\$35.40
Sales:	\$5.90
Delivery Charge:	\$200.00
Misc. Charges:	\$0.00
Subtotal:	\$536.30
Out of City limits:	\$9.58
TOTAL:	\$545.88
PAID:	\$0.00
AMOUNT DUE:	\$545.88

LOVATO CONCRETE

Kenny Lovato
220 Chestnut Street, Trinidad, CO 81082
Home: (719) 846-2078
Cell: (719) 680-8512

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO: <i>Mike Robb</i>	PHONE <i>719-680-2288</i>	DATE <i>5-22-2014</i>
STREET <i>4789 Hwy 12</i>	JOB NAME	
CITY, STATE, ZIP <i>Weston CO.</i>	JOB LOCATION <i>Monument LAKE</i>	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

*For 15 - 5'x5' Catch Basin form pour - \$1600⁰⁰
8x8 PAD with rebar \$850⁰⁰*

When Job is finished -

DOLLARS \$ *2450⁰⁰*

PAYMENT TO BE MADE AS FOLLOWS:

0 BALANCE 5-22-2014

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance

2014 IMPROVEMENT SUMMARY

Full Service RV improvements	\$ 42,907.44
Repairs and other Improvements	\$ 16,942.09
Total	\$ 59,849.53
Minus balance of conservation and project fund	\$ 14,329.05
Total Leasehold Improvements	\$ 45,520.48

IMPROVEMENT SUMMARY 2014

Full Service RV Improvements

4/2/2014	RJ Thomas Mfg 16 picnic table frames	\$ 2,933.40
4/5/2014	Topar rebar	\$ 66.88
4/5/2014	Home Depot lumber for forms	\$ 446.10
4/6/2014	Big R pvc fittings	\$ 125.97
4/6/2014	Big R pvc fittings	\$ 53.83
4/10/2014	Big R pvc fittings	\$ 88.97
4/16/2014	Wildflower Meadows sewer caps	\$ 1,042.16
4/25/2014	Winnelson pvc fittings	\$ 121.49
4/30/2014	Topar rebar	\$ 62.70
5/8/2014	Grand Rental compactor	\$ 712.38
5/9/2014	Winnelson pvc fittings	\$ 167.22
5/10/2014	Grand Rental backhoe rental	\$ 2,641.96
5/16/2014	Leone Sand Gravel roadbase	\$ 351.86
5/20/2014	Leone sand Gravel, concrete sewer basins	\$ 1,739.76
5/22/2014	Leone Sand Gravel roadbase	\$ 715.82
5/22/2014	Leone Sand Gravel roadbase	\$ 354.30
5/22/2014	Kenny Lovato pour concrete	\$ 1,600.00
5-274-14	Redwing Electric	\$ 25,430.14
5/24/2014	Westland Resources, LLC labor	\$ 4,252.50
	Total RV Improvements	\$ 42,907.44

RJ THOMAS MFG CO, INC
PO BOX 946
CHEROKEE, IA 51012-0946

Tel: 712/225-5115
800/762-5002
Fax: 712/225-5796
email: orderentry@rjthomas.com

Quote Date & #
4/2/2014 00050761

Order # 139413

PLEASE TAKE A FEW MINUTES TO REVIEW THE INFORMATION ON THIS
ORDER ACKNOWLEDGMENT

50761

This document acknowledges receipt of your PO number _____
Please review the information presented here and proceed as indicated below:

It is NOT necessary to return this form unless errors or changes.
 Acknowledgment MUST BE Signed and Returned.

Bill To:
Monument Lk Resort

Att: Mike Robb

4789 St Hwy 12

Weston

CO 81091

(719)680-2288

CO 808

Ship To:
Monument Lk Resort

Att: Mike Robb

4789 St Hwy 12

Weston, CO 81091

Mike Robb

(719)680-2288

P

OD

16 UT/G-6FR TABLE UT 1.60D 8' GLV FRMS 144.90 EA 2,318.40
ONLY FOR 2x10 LBR

ESTIMATED TIME TO SHIP:

30 DAYS ARO. We will email when shipped. Please remit payment by check or call with cred card prior to shipping.

CUSTOMER MUST UNLOAD
TRUCK FREIGHT

Print Name / Title: Michael U Robb Myr
Signature: [Signature] Date: _____

Equipment :
Sales Tax : nda 2,318.40

Please Note Estimated / Firm Shipping Charges:

Page 1 of 1 Return Form via Fax / Mail / Email

THANK YOU FOR YOUR ORDER!

615.00
\$ 2,933.40



WELDING • MACHINING • TRAILER SALES
 13747 US Highway 350
 Trinidad, Colorado 81082

INVOICE

140747

DATE INVOICE NO.

(719) 846-9458 Fax (719) 845-8155

B

4/5/2014 140747

BILL TO

WESTLAND RESOURCES LLC
 MIKE ROBB
 1626 HAYES
 TRINIDAD, CO 81082

P.O. NUMBER	TERMS	PROJECT
-------------	-------	---------

Net 30

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

16	#3 3/8 GR 40 X 20' 10/13 CUT IN HALF	4.18	66.88T
		0.00	0.00

Check 1231

will be paid

A Service Charge of 2% Per Month On Past Due Amount.

TOTAL	\$66.88
--------------	----------------



More saving.
More doing.SM

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00001 88011 04/05/14 05:04 PM
CASHIER STACIA - SLL2839

814631010327 2X10-10 DF <A>
2X10-10FT #2/BTR KD DOUG FIR
32@12.98 415.36

SUBTOTAL 415.36
SALES TAX 30.74
TOTAL \$446.10
XXXXXXXXXX8948 HOME DEPOT 446.10
AUTH CODE 005585/4012260 TA



1511 01 88011 04/05/2014 6810

RETURN POLICY DEFERMENTS
POLICY ID DAYS

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

SHOP 24/7 @ WWW.BIGRONLINE.COM

4/06/14 2:18PM DRC 352 SALE

96233985	5	EA	2.39	EA
4IN CPLNG PVC D&S				11.95
96234256	1	EA	6.49	EA
4IN ADAPTR FEMALE				6.49
93105145	1	EA	16.99	EA
1QT PURPLE PRIMER				16.99
96386643	1	EA	12.99	EA
PVC HVY DTY CEMENT 32OZ				12.99
92677391	1	EA	29.99	EA
18" PLASTIC PIP SAW				29.99

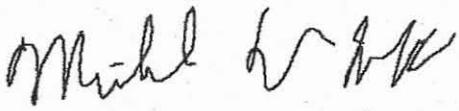
SUB-TOTAL: 78.41 TAX 5.41
TOTAL: 83.82
BC AMT: 83.82

BK CARD#: XXXXXXXXXXXX3893
ID: 329281904998939551
AUTH: 02513B AMT: 83.82
Host reference #:634070 Bat#000178
SWIPED
CARD TYPE:MASTERCARD EXPR: XXXX

5353

==>> JRNL#G34070 <<==
CUST # *1

THANK YOU MICHAEL ROBB
FOR YOUR PATRONAGE



Name: X _____
I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Acct: BIG R CASH CUSTOMER

Customer Copy

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

SHOP 24/7 @ WWW.BIGRONLINE.COM

4/06/14 1:50PM DRC 352 SALE

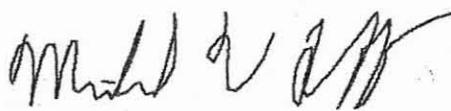
96234256	1	EA	6.49	EA
4IN ADAPTR FEMALE				6.49
96231955	3	EA	3.99	EA
4IN EL 45 PVC D&S				11.97
99155789	100	FT	.99	FT
4in PVC SEWER PIPE 3430				99.00

SUB-TOTAL: 117.46 TAX 8.11
TOTAL: 125.57
BC AMT: 125.57

BK CARD#: XXXXXXXXXXXX3893
ID: 329281904998939551
AUTH: 05544B AMT: 125.57
Host reference #:634047 Bat#000178
SWIPED
CARD TYPE:MASTERCARD EXPR: XXXX

==>> JRNL#G34047 <<==
CUST # *1

THANK YOU MICHAEL ROBB
FOR YOUR PATRONAGE



Name: X _____
I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Acct: BIG R CASH CUSTOMER

Customer Copy

Thank you for shopping at
BIG R OF TRINIDAD, INC.
(719) 845-1864

SHOP 24/7 @ WWW.BIGRONLINE.COM

4/10/14 6:11PM SHANNELL 353 SALE

96117808	1	EA	1.99	EA
PVC CAP 4in				1.99
96234181	1	EA	2.39	EA
4IN CAP PVC D&S				2.39
96233985	1	EA	2.39	EA
4IN CPLNG PVC D&S				2.39
94938171	1	EA	7.99	EA
TAPE DCT48MMX60				7.99
96233795	2	EA	5.89	EA
4in 90 STREET ELBOW PVC				11.78
97338346	1	EA	4.29	EA
4IN EL,1/16 BEND				4.29
95041215	1	EA	5.79	EA
BARRICADE YELLOW TAPE 300'				5.79
96205611	1	EA	7.59	EA
FLEXIBLE COUPLING 4in X 4in				7.59
96233985	1	EA	2.39	EA
4IN CPLNG PVC D&S				2.39
97338346	1	EA	4.29	EA
4IN EL,1/16 BEND				4.29
96234256	1	EA	6.49	EA
4IN ADAPTR FEMALE				6.49
96233985	1	EA	2.39	EA
4IN CPLNG PVC D&S				2.39
96205611	1	EA	7.59	EA
FLEXIBLE COUPLING 4in X 4in				7.59
96234256	1	EA	6.49	EA
4IN ADAPTR FEMALE				6.49
96233985	1	EA	2.39	EA
4IN CPLNG PVC D&S				2.39
96232854	1	EA	6.99	EA
4IN TEE PVC D&S				6.99

SUB-TOTAL:	83.23	TAX	5.74
		TOTAL:	88.97
	BC AMT:		88.97

BK CARD#: XXXXXXXXXXXX3893
ID: 329281904998939551
AUTH: 01553B AMT: 88.97
Host reference #:635587 Bat#000182
SWIPED
CARD TYPE:MASTERCARD EXPR: XXXX

Wildflower Meadows, LLC
 14113 NE Airport Dr
 Vancouver, WA 98684
 Phone 360.989.0960

Invoice

Date	Invoice #
4/16/2014	12212

PAID
04/16/2014

Bill To
Michael Robb 1626 Hayes St Trinidad, CO 81082

Ship To
Monument Lake Resort Mike Robb 719.868.2226 4789 Highway 12 Weston, CO 81091

P.O. Number	Terms	Rep	S.O. No.	Via	Tracking	Ship Date	
Online 14606	Prepay	KD	SO16913	UPS Ground	1Z0X31X50351543378	4/16/2014	
Quantity	Item Code	Description	Price Each	Ordered	Prev. Invd	Backordered	Amount
16	CASTMET...	4 inch Cast Metal RV Site Sewer Cap, lockable. Yellow	60.00	16	0	0	960.00
1	Freight Out ...	Freight out UPS 1Z0X31X50351543378	82.16	1	0		82.16

TIN 27-1022442

Subtotal	\$1,042.16
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$-1,042.16
Balance Due	\$0.00

Phone #	E-mail	Web Site
360.989.0960	sales@rvparksupplies.com	www.rvparksupplies.com

From - PUEBLO WINNELSON CO
300 ILEX ST
PUEBLO, CO 81003

To Reorder Dial: 719-544-1584
Fax: 719-545-2540

Sold To - CASH SALES
ALL CASH SALES FINAL
ABSOLUTELY NO REFUNDS
PUEBLO, CO 81003
719-544-1584

Ship To -

PACKING LIST

COUNT3

Date - 4/25/14
Page - 1
Time - 16.31.51
Customer No. - 300

*****THANK YOU FOR YOUR BUSINESS*****

Order No. - 191906-00
Check # *****3893

Date Shipped - 4/25/14 Date Ordered - 4/25/14 Date Requested - 4/25/14 Date Printed - 4/25/14
Filled By - JG Ordered By - MIKE Cust. Order # - MIKE ROBB
Ship Via - WC Salesman # - 010 Job Name - MIKE ROBB
Freight - .00 Taken By - JG Payment Terms - NET 30 DAYS

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Unit Price	Extended Price	Extended Weight	Freight Class	No. of Packages
20	20			EA 4" D3034 SW LT 1/4 BEND PVC 414164BC 063811050	1.0	FT 602	4.5100	90.20			
6	6			EA 4" D3034 SW STRAIGHT TEE PVC 414104BC 063810050	2.0	FZ 702	3.8200	22.92			

Total Tax\$--> 8.37 Subtotal---> 113.12
State Tax\$--> 2.900 State Tax\$--> 3.28 Local Tax\$--> 4.500 Local Tax\$--> 5.09 Order Total--> 121.49
Cash \$ Paid--> 121.49
Cash Difference--> .00

END OF PACKING LIST

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/tcsale

Customer Signature: _____

** MATERIAL RECEIVED IN GOOD CONDITION **

===== TRANSACTION RECORD =====
CARD TYPE: MC
CARD NUMBER: *****3893
EXP DATE: **/**
REFERENCE #: W00010696153 S
AUTH #: 02596B \$ 121.49
SIGNATURE: _____



WELDING • MACHINING • TRAILER SALES
 13747 US Highway 350
 Trinidad, Colorado 81082

INVOICE

141289

DATE

INVOICE NO.

(719) 846-9458 Fax (719) 845-8155

4/30/2014

141289

BILL TO:

WESTLAND RESOURCES LLC
 MIKE ROBB
 1626 HAYES
 TRINIDAD, CO 81082

P.O. NUMBER	TERMS	PROJECT
	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
15	#3 3/8 GR. 40 X 20' 10/13	4.18 0.00	62.70T 0.00
<i>OK 10/31</i>			
A Service Charge of 2% Per Month On Past Due Amount.			
TOTAL			\$62.70

GRAND RENTAL STATION

440 UNIVERSITY
TRINIDAD, CO 81082

719-845-1000 phone
719-845-0205 fax

Status: **Completed**

Invoice #: 7942
Invoice Date: 5/08/2014
Date Out: Thu 4/24/2014 7:24AM

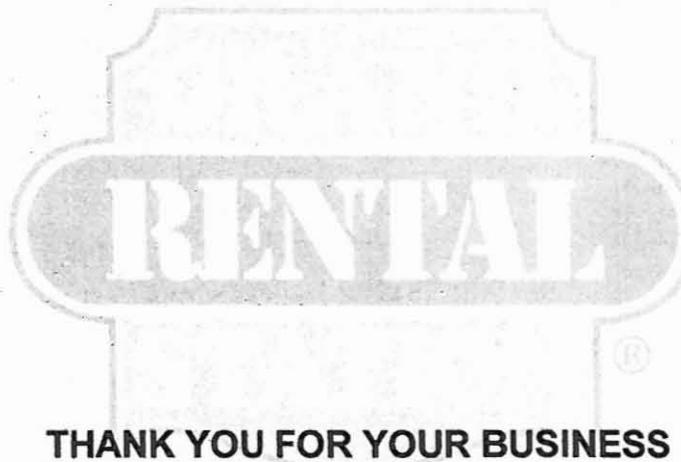
Operator: KATHY

Customer# 3370

MONUMENT LAKE
4789 HWY 12
WESTON, CO 81091

719 868-2226

Qty	Key	Items Rented	Replacement Cost	Status	Returned Date	Price
1	013-1089#14	COMPACTOR, WACKER (JUMPING . 4Hrs \$38.50 1Day \$55.00 1Week \$220.00 4Wks \$660.00 WACKER 2 CYCLE	\$0.00 each	Returned	5/8/2014 4:30PM	\$495.00
1	026-0701#01	CUTTER, REBAR/BENDER 4Hrs \$14.00 1Day \$20.00 1Week \$60.00 4Wks \$160.00	\$0.00 each	Returned	5/2/2014 4:17PM	\$100.00



THANK YOU FOR YOUR BUSINESS

Payments made on this contract:

Rental/Sale Paid	\$712.38	on 08-May-2014 4:32 pm Check # 1237
Total Paid	\$712.38	

RENTAL CONTRACT

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

RENTER RESPONSIBLE FOR FUEL, FLATS, AND DAMAGES.
RENT CONTINUES UNTIL ITEM IS RETURNED OR YOU CALL 719-845-1000 TO HAVE EQUIPMENT PICKED UP

I certify that I have read and agree to all terms of this contract.

SIGNATURE:

MONUMENT LAKE

Rental:	\$595.00
Damage Waiver:	\$71.40
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$666.40
Sales Tax:	\$45.98
TOTAL:	\$712.38
PAID:	\$712.38
AMOUNT DUE:	\$0.00

From - PUEBLO WINNELSON CO
300 ILEX ST
PUEBLO, CO 81003

To Reorder Dial: 719-544-1584
Fax: 719-545-2540

REPRINT

Sold To - CASH SALES
ALL CASH SALES FINAL
ABSOLUTELY NO REFUNDS
PUEBLO, CO 81003
719-544-1584

Ship To -

PACKING LIST

JMGOME

Date - 5/09/14
Page - 1
Time - 11.49.31
Customer No. - 300
Order No. - 192649-00
Check # *****3927

*****THANK YOU FOR YOUR BUSINESS*****

Date Shipped - 5/09/14 Date Ordered - 5/09/14 Date Requested - 5/09/14 Date Printed - 5/09/14
Filled By - JG Ordered By - MIKE Cust. Order # - MIKE
Ship Via - WC Salesman # - 010 Job Name - SHOP
Freight - .00 Taken By - JG Payment Terms - NET 30 DAYS

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Unit Price	Extended Price	Extended Freight Weight	No. of Class Packages
15	15			EA 4X4 S&D X DWV ADPT BUSHING *365062897	1.0		3.6300	54.45		
15	15			EA 4 PVC DWV HXMIP ADAPTER 060401350	2.0	CP 401	6.7500	101.25	7.200	
									Total Weight-->	7.200

Total Tax\$-->	11.52	Subtotal-->	155.70
State Tax\$--> 2.900	State Tax\$--> 4.52	Local Tax\$--> 4.500	Local Tax\$--> 7.00
		Order Total-->	167.22
		Cash \$ Paid-->	167.22
		Cash Difference-->	.00

END OF PACKING LIST

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/tcsale

Customer Signature: _____

** MATERIAL RECEIVED IN GOOD CONDITION **

===== TRANSACTION RECORD =====
 CARD TYPE: MC
 CARD NUMBER: *****3927
 EXP DATE: **/**
 REFERENCE #: W00010733179 M
 AUTH #: R5118B \$ 167.22
 SIGNATURE: _____

LOVATO CONCRETE

Kenny Lovato

220 Chestnut Street, Trinidad, CO 81082

Home: (719) 846-2078

Cell: (719) 680-8512

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO: <i>Mike Robb</i>	PHONE <i>719-680-2288</i>	DATE <i>5-22-2014</i>
STREET <i>4989 Hwy 12</i>	JOB NAME	
CITY, STATE, ZIP <i>Weston CO</i>	JOB LOCATION <i>Monument Lake</i>	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

*For 15 - 5'x5' catch BASIN form pour - \$1600⁰⁰
8x8 PAD with rebar \$850⁰⁰*

when JOB is finished - DOLLARS \$ *2450⁰⁰*

PAYMENT TO BE MADE AS FOLLOWS:

0 BALANCE 5-22-2014

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance

LEONE SAND & GRAVEL- READY
 M&M LLC
 2400 E. MAIN ST
 TRINIDAD CO 81082

Sales Receipt

DATE	SALE NO.
5/20/2014	35130

SOLD TO
<i>Mike Robb Westland Resources</i>

CHECK NO.	PAYMENT METH...	PROJECT
22260	Check	

DESCRIPTION	QTY	RATE	AMOUNT
yd/ 4000# mix	7	112.00	784.00T
SUR CHARGE CEMENT OUT	1	109.76	109.76T
DELIVERY CEM	1	21.53	21.53T
yd/ color 641	1	756.00	756.00T
2.9% STATE SALES TAX		2.90%	48.47
<i>Pd in full 5-20-14 CK# 22260</i>			
Total			\$1,719.76

GRAND RENTAL STATION
440 UNIVERSITY
TRINIDAD, CO 81082
719 845-1000 phone

Payment Receipt

Page 1
 Payment No. 8560
 Payment Date 5/1/2014
 Payment Time 1:29PM

Account # 3370	
MONUMENT LAKE	4452NY43
4789 HWY 12	719 868-2226
WESTON, CO 81091	

Contract#	Status	Closed Date	Contract Information	Total Amount	Prev Paid	Paid Now	Total Paid	Balance
7724	Completed Sold Rental Sold Sold	4/29/2014	DELIVERY/PICKUP BACKHOE, CAT 416E SMM TAX FUEL GALLON DIESEL	2,641.96	0.00	2,641.96	2,641.96	0.00

Total Check # 1232 2,641.96

~~528.30~~
 use for 1 day
 528.30

Notes:

*** ONLY CONTRACTS TO WHICH PAYMENT WAS APPLIED ARE SHOWN ***

Payment # 8560 received 2,641.96 Check put into cash drawer by Rick

Check # 1232

check

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
5/27/2014	10670

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
	Net 10	6/6/2014

DESCRIPTION	QTY	RATE	AMOUNT
04/15/14 - Took out Pedestals and J-Boxes. Pulled wire to see if they are pullable.			1,072.50
04/16/14 - Installed 6each RV Pedestals. Pulled in Mule Line and Tamped Ground Pedestal. Ready for Wire.			1,365.00
04/16/14 -Electrical material- 2" PVC 90s(2EA), 2" PVC COUP (2EA), 2" PVC SCH 80 (10') PEDESTALS (6EA)		4,043.78	4,043.78T
04/16/14 -Shop Materials		202.19	202.19
04/21/14 - Hauled more 2" PVC to lake. Met with Mike Robb and San Isabel's Tim Gordon to see how San Isabel is going to do their side of the Project.			260.00
04/22/14 - Installed 70' Sch80 PVC Conduit and Fittings from transformer to Main Location. Also installed 130' of 2" Sch 80 PVC Conduit and Fittings from Main going across road to Pedestal location. Need to repair three runs of 2 1/2" Black Chloro Florm by Transformer damaged by Customer digging Trench with a Backhoe.			487.50
04/22/14 Electrical material 4"SCH80 PVC (70'), 4" 90 (1EA), 4' PVC COUP (2EA), 2" PVC SCH40 (130')		905.19	905.19T
04/22/14 Shop Materials		45.26	45.26
04/23/14 - Installed 180' of 2" Sch40 PVC Conduit and fittings across the Road. Set leach 30/30/20 Single Pedestal and leach 50/30/20 Double Pedestal. Also installed 5' of 4" Sch80 PVC and Fittings.			1,040.00
04/23/14 Electrical material 2"PVCSCH40 (180'), 2" PVC 90(6EA), 2" PVC COUP(4EA), PEDESTALS (2EA), 4" PVC SCH80 (5'), 4" PVC 90 (1EA), 4" PVC COUP (1EA)		1,515.61	1,515.61T
04/23/14 Shop Materials		75.78	75.78
04/23/14 STATE ELECTRICAL PERMIT	1	250.00	250.00
04/24/14 - Installed 210' of 2" Sch40 PVC & Fittings. across road to reduce circuits. Fixed broken underground to Pipe to the Cabins. Mounted and installed the Cabinet (AB493 NEMA 3R12 SAL 404 O/D PANEL BOX) for the Main Breaker. Also installed a 17x17x12 Green Underground Square J-Box.			975.00
04/24/14 Electrical material 2" PVC SCH40 (210'), 2" PVC 90 (2EA), 4" PVC COUP (1EA), 4" LOCKNUT, PVC MA, BUSHING (1EA), UNISTRUT DEEP AND SHALLOW, UNDERGROUND JUNCTION BOX, 300AMP PANEL, CRIMPS		2,333.04	2,333.04T
Thank you for your business. FED # 84-1364286		Total	

REDWING
ELECTRIC, INC.
 225 East Goddard Avenue
 Trinidad, CO 81082
 (719)846-1716 Office
 (719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
5/27/2014	10670

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
	Net 10	6/6/2014

DESCRIPTION	QTY	RATE	AMOUNT
04/24/14 Shop Materials		116.66	116.66
04/25/14 - Finished Underground and Main Disconnect. Ready to Pull Wire.			650.00
04/25/14 Electrical material 2" PVC MA (4EA), 2" PVC LB (1EA), 2" PVC BOX ADAPTOR (1EA), 2" PVC SCH 80 (20'), 2" PVC COUP (4EA), GROUND RODS AND GROUND ROD CLAMPS (2EA), #6 BARE CU (10')		169.42	169.42T
04/25/14 Shop Materials		8.48	8.48
04/30/14 Pulled in wire from transformer to main breaker pedestal			585.00
04/30/14 Electrical material 255' 500 MCM AL WIRE		650.25	650.25T
04/30/14 Shop Materials (LUBE AND PULL ROPE)		22.50	22.50
05/13/14 - Pulled in Wire underground from MDP and RV Pedestals.			2,177.50
05/13/14 -Electrical material 108' #2URD, #6USE 245' 1/0URD,#6USE 510'#3/0 USE CU, 170' #6USE 735' 3/0 THHN USE CU, 245' #8 THHN CU		6,926.68	6,926.68T
05/13/14 Shop Materials		346.34	346.34
05/14/14 - Pulled in remaining wire for pedestal and terminated pedestal and MDP. Installed breakers. Crimped in 3/0 wire in J-Boxes.			1,690.00
05/14/14 -Electrical material BREAKERS 2- 80AMP, 2- 100AMP, 1- 125AMP, 555' #1USE,185' #6USE, 142' 1/0 URD, 142' #6 USE, HT7CRIMPS (6EA)		1,286.90	1,286.90T
05/14/14 -Shop Materials		64.35	64.35
05/16/14 - Finished hooking up Pedestal for RV Spaces in the M.D.P.. Ready for Final Inspection.			195.00
05/16/14 -Electrical material 3/0 TRANSFORMER CRIMP PINS(2EA), 1/0 TO 1/0 STRAIGHT THRU CRIMP PINS (3EA), 6' 1/0 URD, 4 EACH #6 TO 2/0 ADD A LUG		175.68	175.68T
05/16/14 Shop Materials		8.79	8.79
CUSTOMER DISCOUNT		-5,456.44	-5,456.44
Sales Tax		6.90%	1,242.45
Thank you for your business. FED # 84-1364286		Total	\$25,430.41

Deposit - 9000.00
16430.41

Invoice No.

Westland Resources, LLC

INVOICE

Customer

Name City of Trinidad
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

Misc

Date 1/6/2014
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Labor Full Service RV Improvements Excavate and remove old electric pedestalls Build forms for sewer basins and set forms Bend rebar and place at forms Excavate and place sewer connections for basins, bed, compact and fill Remove forms and install sewer caps Excavate trenches for electrical conduit Bed and compact conduit and cover trenches Fill and landscape RV spaces Fill and grade main road	\$4,252.50	\$ 4,252.50

SubTotal	\$ 4,252.50
Shipping	
TOTAL	\$ 4,252.50

Payment Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s) _____

Office Use Only

Thank You

REPAIRS AND OTHER IMPROVEMENTS 2014

4/29/2013	Trinidad Builders, pour on finish tables restaurant	\$ 1,154.89
3/28/2014	LD3D construction, renovations restaurant	\$ 2,100.00
5/6/2014	LD3D construction, renovations restaurant	\$ 1,200.00
5/8/2014	LD3D construction, renovations restaurant	\$ 2,500.00
5/11/2014	Home Depot	\$ 228.12
5/20/2014	Home Depot	\$ 109.46
5/20/2014	Lowes, cabinets restaurant	\$ 634.50
5/23/2014	LD3D construction, renovations restaurant	\$ 1,437.50
5/27/2014	Glass Tint Shop, screens cabins	\$ 324.45
5/28/2014	Leone Sand Gravel, roadbase	\$ 366.52
6/2/2014	Redwing Electric, cabin 304	\$ 768.26
6/2/2014	Redwing Electric Bath house	\$ 109.06
6/2/2014	Redwing Electric Store	\$ 588.02
6/15/2014	MM Plumbing cabin 304	\$ 397.14
7/31/2014	Leone Sand gravel, roadbase	\$ 363.75
8/13/2014	Redwing Electric, fish cleaning station	\$ 1,914.62
8/13/2014	Redwing Electric, RV 410a,b	\$ 195.00
8/13/2014	Redwing Electric, Bath house	\$ 1,158.62
8/13/2014	Redwing Electric, RV E, F	\$ 227.50
9/15/2014	Sherwin Williams, Paint	\$ 264.68
10/1/2014	Westland Resources, LLC	\$ 900.00
	Total Repairs and Improvements	\$ 16,942.09



SHERWIN-WILLIAMS.

PUEBLO-MAIN Store 7246

3205 N ELIZABETH
PUEBLO CO 81008 1190
(719)544-7812
Fax (719) 544-7818
www.sherwin-williams.com

SALE
Tran # 0902-6
E28/11513
LOREN

2:59pm
09/15/14
10

Order # OE0119493Q7246
WESTLAND RESOURCES
Account XXXX-4528-9
Job 1 WESTLAND RESOURCES

Bill To:
WESTLAND RESOURCES
1626 HAZE ST
TRINIDAD, CO 81082
(719)846-2007

6403-29595 5 GAL A5W453
CONFLEX XL DEEP BASE
5.00 @ 43.59 217.95
Color: Custom BROWN STUCCO

CCE*Color Cast	OZ	32	64	128
B1 Black	8	54	-	-
R2 Maroon	4	18	-	-
Y3 Deep Gold	34	54	-	-

Custom Manual Formula Match

163-2017 WL002350A 11 OZ WL2350A
SHERMAX URET CLR
8.00 @ 4.19 33.52
Discount (%15.00) -5.03

SUBTOTAL 246.44

7.400% SALES TAX:1-068100800 18.24
MASTER CARD -264.68

C/C# XXXXXXXXXXXX3927
Auth # R1225B
TOTAL \$264.68

Customer Signature _____ Date _____

STORE HOURS

SUNDAY 10:00 AM - 6:00 PM
MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 6:00 PM

Thanks to you, our customers, J.D. Power
has ranked Sherwin-Williams "Highest in

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
8/13/2014	10746

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
Fish Cleaning Station	Net 10	8/23/2014

DESCRIPTION	QTY	RATE	AMOUNT
FISH CLEANING STATION			
07/18/14 - Removed and Replaced the 5HP Baldor Motor, 230V, 1725RPM, 184T Frame, Single Phase for the Fish Cleaning Station. Checked and all working good.07/18/14 - Removed and Replaced the 5HP Baldor Motor, 230V, 1725RPM, 184T Frame, Single Phase for the Fish Cleaning Station.			650.00
Baldor Motor, 5HP, 1725 RPM, 184T Frame, Single Phase	1	1,130.13	1,130.13T
Shop Materials	1	56.51	56.51
.....			
Sales Tax		6.90%	77.98

We appreciate your business.

Total \$1,914.62

Payments/Credits \$0.00

Balance Due \$1,914.62

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
8/13/2014	10747

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
Space #410 A&B	Net 10	8/23/2014

DESCRIPTION	QTY	RATE	AMOUNT
Space #410 A&B			
08/01/14 - SPACE #410 A & B. Found bad 30amp to 50amp RV Adapter. Told Larry and Larry that this is a Safety Issue.			195.00
..... Sales Tax		6.90%	0.00

We appreciate your business.

Total \$195.00

Payments/Credits \$0.00

Balance Due \$195.00



225 East Goddard Avenue
 Trinidad, CO 81082
 (719)846-1716 Office
 (719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
8/13/2014	10749

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
BATHHOUSE	Net 10	8/23/2014

DESCRIPTION	QTY	RATE	AMOUNT
BATHHOUSE			
07/10/14 - Electrical material	1	338.35	338.35T
07/10/14 - Shop Materials	1	16.92	16.92
07/10/014 - BATH HOUSE. Removed 2each 4' Florescent fixtures. Changed ballast in a 4' T12 2 Lamp Fixture. Piped and installed an 8' Vapor Proof Fixture supplied by RWE. Wired in the fixture and checked, all working good.	12	65.00	780.00
NOTE: Spare clips for the Vapor Fixtures were left on site for future repairs.			
Sales Tax		6.90%	23.35

We appreciate your business.

Total	\$1,158.62
Payments/Credits	\$0.00
Balance Due	\$1,158.62

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

Plaid 9-8-14

INVOICE

DATE	INVOICE NO.
8/13/2014	10750

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
RV SITE "E & F"	Net 10	8/23/2014

DESCRIPTION	QTY	RATE	AMOUNT
RV SITE "E & F"			
07/26/14 - Site "E" & "F". Having problems with power. RWE Crew arrived and found a bad pedestal. Tried to repair Interior Panel & outlet components in the pedestal. Crew will need to return when we are able to do a complete shut down of power to the RV Sites.	1.5	65.00	97.50
07/28/14 - Space "E & "F". Replaced guts in the Pedestal with guts from an old pedestal, on site, that had been removed earlier this year. Checked and all working good.			130.00
..... Sales Tax		6.90%	0.00

We appreciate your business.

Total	\$227.50
Payments/Credits	\$0.00
Balance Due	\$227.50

P & Z ENTERPRISES, INC.
dba M & M PLUMBING CONTRACTORS

619 East 9th
 Trinidad, Colorado 81082
 (719) 846-3217

CUSTOMER'S ORDER NO.		PHONE		DATE		
				6/15/14		
NAME Monument Lake Resort						
ADDRESS 4789 Hwy 12 Aurora CO 81091						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	
PAID OUT	pd					
QTY.	DESCRIPTION				PRICE	AMOUNT
	Call out to replace water heater					
2	3/4" white union				\$ 16.90	
3	3/4" per. nipple				\$ 7.47	
9	3/4" per. 90				\$ 25.65	
2	3/4" per. Fernox nipple				\$ 6.49	
1	3/4" bronze tee				\$ 4.90	
1	relief valve for domestic hot water				\$ 30.00	
6'	3/4" per. pipe				\$ 3.90	
3'	3/4" hot per				\$ 2.55	
22	per clamps				\$ 14.30	
	Service equipment				\$1285.00	
					TAX	
RECEIVED BY					TOTAL	397.14

All claims and returned goods MUST be accompanied by this bill.

7516

Thank You

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
6/2/2014	10686

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
STORE BY THE SHORE	Net 10	6/12/2014

DESCRIPTION	QTY	RATE	AMOUNT
05/21/14 - Electrical material	1	29.94	29.94
05/21/14 - Shop Materials	1	1.50	1.50
05/21/14 - STORE BY THE SHORE. Ran conduit and wire from the Electrical Panel to the location for the Ice Machine for the 20Amp, WP GFCI Receptacle at the Boat House for the ice Machine. Terminated the Panel Side of the Circuit and installed a new Breaker for the Circuit. Crew will return tomorrow to finish the Trim.			390.00
05/22/14 - Electrical material	1	88.93	88.93
05/22/14 - Shop Materials	1	4.45	4.45
05/22/14 - STORE BY THE SHORE. Installed a 20Amp Weather Proof GFCI Receptacle at the boat house for the Ice Machine. Terminated all wiring and checked the circuit. All working good.	1	65.00	65.00
..... Sales Tax		6.90%	8.20
We appreciate your business		Total	\$588.02

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
6/2/2014	10687

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
BATH HOUSE Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
BATH HOUSE	Net 10	6/12/2014

DESCRIPTION	QTY	RATE	AMOUNT
BATH HOUSE			
05/22/14 - Electrical material	1	39.37	39.37
05/22/14 - Shop Materials	1	1.97	1.97
05/22/14 - BATHHOUSE. Installed a T12 2Lamp Ballast for the existing Florescent Light Fixture that was not working. Checked and all working good.	1	65.00	65.00
... Sales Tax		6.90%	2.72

We appreciate your business

Total

\$109.06

REDWING ELECTRIC, INC.

225 East Goddard Avenue
Trinidad, CO 81082
(719)846-1716 Office
(719)846-9655 Fax

INVOICE

DATE	INVOICE NO.
6/2/2014	10685

BILL TO
Monument Lake Resort 4789 Hwy 12 Weston, CO 81091

JOB ADDRESS
CABIN #304 Monument Lake Resort 4789 Hwy 12 Weston, CO 81091 Mike Rob 868-2226

P.O. NO.	TERMS	DUE DATE
CABIN #304	Net 10	6/12/2014

DESCRIPTION	QTY	RATE	AMOUNT
05/22/14 - Electrical material	1	163.77	163.77T
05/22/14 - Shop Materials	1	8.19	8.19
05/22/14 - Cabin #304. Ran 10' of 3/4" EMT & Fittings from the Panel on the outside of the cabin. Penetrating the wall to the inside of the Bathroom to the water heater unit. Pulled in 60' of #8 & 15' of #10 THHN Wire, 2each 240V, 40Amp Circuits through the EMT and terminated at the Panel, installing 2each GE 2Pole 40Amp Breakers. Also Terminated at the Hot Water Heater Unit. Checked and all working good.	7	65.00	455.00
05/23/14 - Cabin #304. Landed breaker for cabin #304, for the Hot Water Heater.			130.00
Sales Tax		6.90%	11.30

We appreciate your business

Total

\$768.26

THE GLASS & TINT SHOP
 730 Stonewall Avenue
 (Corner of San Juan & Stonewall)
 Trinidad, Colorado 81082
 Dan Sanchez (719) 846-4069

Screens
WORK ORDER
INVOICE
5250

NAME <i>Monument Lake</i>		DATE OF ORDER <i>5-27-14</i>	
ADDRESS		RES. PHONE	
<i>Mike Robb</i>		BUS. PHONE	
INSURANCE CO. / AGENT		POLICY NO.	
ADDRESS <i>680-2288</i>		YEAR, MAKE, MODEL	
DELIVERY DIRECTIONS		<input type="checkbox"/> FURNISH & INSTALL <input type="checkbox"/> FURNISH ONLY <input type="checkbox"/> WILL CALL <input type="checkbox"/> DELIVER	
SOLD BY	CASH	CHECK	C.O.D.
			CHARGE
			ON ACCT.
QTY.	SIZE	DESCRIPTION	AMOUNT
<i>21</i>		<i>Screens made to size</i>	
			<i>\$ 315.00</i>
		<i>3% tax</i>	<i>9.45</i>
			<i>\$ 324.45</i>
DESCRIPTION OF WORK <i>pd ✓ #22312 DS</i>			
STATEMENT OF AUTHORIZATION AND SATISFACTION Replacement has been made to my satisfaction and I hereby authorize the above insurance company to pay direct in full to the above listed firm for said installation. If for any reason the insurance company does not pay for these repairs or replacements, the below signed agrees to pay for said repairs or replacement.			TOTAL MATERIALS
			TOTAL LABOR
			TAX
			SUB-TOTAL
			<input type="checkbox"/> DEPOSIT DEDUCTIBLE
SIGNATURE			TOTAL
RECEIVED BY	DATE		



**More saving.
More doing.SM**

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00001 27191 05/20/14 06:39 PM
CASHIER LINDSEY - LAG6029

814631010334	2X10-12 DF <A>	
	2X10-12FT #2/BTR KD DOUG FIR	
	5@15.65	78.25 ←
814631010327	2X10-10 DF <A>	
	2X10-10FT #2/BTR KD DOUG FIR	
	3@12.98	38.94
086876222159	SCRUB BRUSH <A>	14.97
	BT-LEVEL SCRUB BRUSH	
320909600374	UTILITY KNIF <A>	
	RETRACTABLE UTILITY KNIFE	
	4@1.98	7.92
5955837500060	8 OTLT SURGE <A>	12.97
	6 OUTLET SURGE PRCTR 8' FLAT PLUG	
597285956563	18 WH CONN <A>	
	18" SST 3/4 SB X 3/4 FIP LINE	
	2@13.86	27.72
597285956551	15 WH CONN <A>	
	15" SST 3/4 SB X 3/4 FIP LINE	
	2@12.39	24.78
571090014071	17CP-8-MH <A>	31.21 ←
	WDFRD 17CP 8" ANTI-SIPHON SILLCOCK	
762148245414	14W 2LIFE DY <A,S>	
	14 WATT DOUBLE LIFE SPIRAL DAY 4 PK	
	2@4.97	9.94
87437011829	DECO 40WE E2 <A>	
	ES 5-WATT (40W) CLEAR BLUNT TI CANDL	
	3@10.97	32.91

SUBTOTAL	279.61
SALES TAX	20.69
TOTAL	\$300.30
XXXXXXXXXX8948 HOME DEPOT	300.30
UTH CODE 020617/9015439	TA



**More saving.
More doing.SM**

4450 N FREEWAY
PUEBLO, CO 81008 719-545-5400

1511 00002 48088 05/11/14 03:47 PM
CASHIER CYNTHIA - CJS0727

045899358023	2BLK&SILVER <A>	
	2" VINYL #2 BLACK/SILVER	
	23@0.58	13.34
764666681545	PROLOK 3" <A>	
	GR PROLOK 3" REBAR & MESH CHAIR	
	2@21.75	43.50 ←
678885073114	DECK OVER <A>	158.00 ←
	PREM EXT DECKOVER 5000 5G	
820633969501	WATER CONN <A>	
	3/8"X1/2"X30" BRAID FCT SUPPLY LINE	
	4@7.98	31.92
764666534452	BARTIES <A>	
	6" REBAR TIES 100PC BAG	
	2@2.35	4.70 ←
683264304369	COP MALE ADP <A>	
	1/2" COP FTNG MALE ADPTR FTGXMP	
	4@5.48	21.92 ←
683264309005	1/2 COP CPLG <A>	
	1/2" COP COUPLING W/STOP CXC	
	4@0.57	2.28
026613135885	ANGVLVLL <A>	
	1/2"INFI3X3/8INODCOMP1/4TURN ANG VALV	
	4@9.43	37.72
026613135755	STRTVLVLL <A>	7.98
	1/2"FI3X3/8"OD COMP STRGT VALVE	
038753310152	PVC CEMENT <A>	12.27
	320Z PVC CEMENT REGULAR CLEAR	
077089153606	6PCWKCOVER <A>	9.78
	GOOD 9 X 3/8 IN KNIT POLY ROLLER 6PK	
012871558719	FITTING <A>	2.70
	1-1/2" DWV EL 90DEG LONG SWEEP HXH	
611942033782	FITTING <A>	
	1-1/2" DWV EL 90DEG LONG SWEEP HXH	
	4@2.70	10.80

SUBTOTAL	356.91
SALES TAX	26.41
TOTAL	\$383.32



NEVER STOP IMPROVING

LOWE'S HOME CENTERS, LLC
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 289-9110

- SALE -

SALES#: S2742BH1 1384246 TRANS#: 88642274 05-20-14

362829 UTIL 2-CT DIELECTRC NIP (- 11.78
352060 6FT MILANO AMBER TOP BELA 81.00
69416 KC 36" DENVER BASE CAB CO 498.00
2 @ 249.00

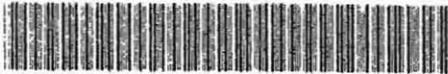
SUBTOTAL: 590.78
TAX: 43.72
INVOICE 01687 TOTAL: 634.50
M/C: 634.50

M/C:XXXXXXXXXX3893 AMOUNT:634.50 AUTHCD:01589B
SWIPED REFID:642303274201 05/20/14 21:18:23

Handwritten signature

STORE: 2742 TERMINAL: 01 05/20/14 21:18:34

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JEFF PINKERT

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!
REGISTRAR FOR A CHANCE TO WIN A
\$5,000 LOWE'S GIFT CARD!
REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA
TARJETA DE REGALO DE LOWE'S DE \$5000!
REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
YOUR ID # 01687 2742 140
NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 2742 TERMINAL: 01 05/20/14 21:18:34

TRINIDAD BUILDERS SUPPLY
P.O. BOX 787
TRINIDAD, CO 81082
FAX: (719) 846-4250
PHONE: (719) 846-9211

PAGE NO 1

CUST NO: 90725 JOB NO: 000 PURCHASE ORDER: MONUMENT LAKE REFERENCE: PO # MONUMENT LAK TERMS: NET 10TH CLERK: PR DATE / TIME: 4/29/13 2:35

SOLD TO:
WESTLAND RESOURCES
1626 HAYES

SHIP TO:
ROBB MIKE/MONUMENT LAKE

DUE DATE: 5/10/13 TERMINAL: 553
ORDER: 449004

TRINIDAD CO 81082
845-9464

TAX: 001 DEFAULT TAX CODE

INVOICE: 115111

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	11	11	EA	792233	GL CLEAR POUR-ON FINISH MFG part# 2128		11	104.99 /EA	1,154.89
2	10	10	EA	352705	180G GARNET SANDPAPER MFG part# 3273		10	0.89 /EA	8.90
					<i>Clear finish for Restaurant Tables</i>				

(MIKE ROBB)
** AMOUNT CHARGED TO STORE ACCOUNT ** 1244.09

TAXABLE 1163.79
NON-TAXABLE 0.00
SUBTOTAL 1163.79

TAX AMOUNT 80.30

TOTAL 1244.09



TOT WT: 0.00

X Michael Robb

Received By

REIMBURSEMENT JOURNAL
 MONUMENT LAKE RESORT
 WESTLAND RESOURCES, LLC

2008					To Date LT
Date	Check #	Description	Amount		
11-Apr	259	Blue Diamond Builders	\$ 10,806.49		
11-Apr	258	Hollon Electric	\$ 2,409.59		
6-May	9	Blue Diamond Builders	\$ 13,475.00		\$ 26,691.08
19-May	1001	Hollon Electric	\$ 2,720.10		\$ 29,411.18
16-May	1002	TJ's Refrigeration	\$ 3,818.00		
20-May	1003	M M Plumbing	\$ 3,162.39		\$ 36,391.57
2-Jun	1031	Blue Diamond Builders	\$ 9,200.00		
4-Jun	1035	Al's Gas	\$ 1,532.25		\$ 47,123.82
16-Apr		Brandt Enterprises	\$ 103.17		
30-Apr	268	Purgatoire Valley Construction	\$ 155.00		
3-Jul	2042	Blue Diamond Builders	\$ 8,785.00		
7-Aug	1295	Blue Diamond Builders	\$ 1,700.00		
10-Sep		Trinidad Builders	\$ 93.51		
2-Oct		Trinidad Builders	\$ 119.04		\$ 58,079.54
30-Jun		100% reimbursed			\$ 116,159.08

2009

			To Date 09	50% Reim	To Date LT
5/28/2009	Topar fee tube	\$ 246.96			
	Big R Horseshoes curtian rods	\$ 142.41			
	CCI Bear proof cans	\$ 963.14			
	Trinidad Builders sakrete	\$ 113.05			
	Serta Beds	\$ 4,729.28			
	Blue Diamond Builders	\$ 30,040.00			
	Expense not reimbursed	\$ 1,074.94			
	Total 50%	\$ 37,309.78	\$ 37,309.78	\$ 18,654.89	\$ 153,468.86
8/31/2009	Katom Restaurant Supply	\$ 2,473.41			
	Blue Diamond Builders	\$ 16,000.00			
	Total 50%	\$ 18,473.41	\$ 55,783.19	\$ 9,236.71	\$ 171,942.27
12/4/2009	Topar	\$ 102.90			
	Blue Diamond Builders	\$ 13,600.00			
	Blue Diamond Builders	\$ 8,950.00			
	Topar	\$ 71.23			
	Westland Resources, LLC	\$ 3,733.00			
	Westland Resources, LLC	\$ 2,771.00			
2009	Total 50%	\$ 29,228.13	\$ 85,011.32	\$ 14,614.07	\$ 201,170.40

2010

			To Date 10	50% Reim	To Date LT
4/26/2010	Jamestown	\$ 1,935.00			
	Topar	\$ 290.50			
	A&A Welding	\$ 360.00			
	Walmart	\$ 99.99			
	CNS Stores	\$ 99.99			
	Sams	\$ 1,153.54			
	Kingdom Carpet	\$ 11,286.37			
	San Isabel	\$ 2,618.54			
	CCI	\$ 7,542.00			
	American Furniture	\$ 160.03			
	Sears	\$ 2,932.21			
	Kingdom Carpet	\$ 2,423.75			
	Serta	\$ 4,671.66			
	Westland resources, LLC	\$ 12,374.59			
		\$ 47,948.17	\$ 47,958.17	\$ 23,974.09	\$ 249,118.57
9/13/2010	Biz Chair	\$ 1,709.82			
	Kingdom Carpets	\$ 507.13			
	Kingdom Carpets	\$ 1,412.39			
	San Isabel	\$ 2,554.81			
	American Furniture	\$ 2,048.99			
	Oak Express	\$ 1,031.04			
	Westland Resources, LLC	\$ 15,023.19			
		\$ 24,287.37	\$ 72,245.54	\$ 12,143.69	\$ 273,405.94
1/11/2011	A&A Welding	\$ 152.00			
	Blue Diamond Builders	\$ 5,200.00			
	Topar	\$ 509.36			
	Blue Diamond Builders	\$ 2,857.50			
	Kingdom Carpet	\$ 1,589.00			
	TJ Refrigeration	\$ 147.25			
	Kingdom Carpet	\$ 1,504.65			
	Rigoberto Montiel Stucco	\$ 825.00			
	Blue Diamond Builders	\$ 27,000.00			
	Katom Restauranr Supply	\$ 6,459.56			
	Westland Resources LLC	\$ 12,421.66			
		\$ 58,665.98	\$ 130,911.52	\$ 29,332.99	\$ 332,071.92

		2011	TO DATE 11	50% REIM	TO DATE LT
4/6/2011	4/6/2011	Triple P roofing	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00 \$ 344,571.92
1/3/2012	1/3/2012	Kingdom Carpet	\$ 1,776.67		
		Kingdom Carpet	\$ 179.20		
		Home Depot	\$ 113.25		
		American Furniture	\$ 637.96		
		Texas Lamp	\$ 426.79		
		Sams Clib	\$ 1,996.35		
		Home Depot	\$ 38.08		
		Home Depot	\$ 716.19		
		Lowe's	\$ 527.35		
		Lowe's	\$ 162.41		
		Rigoberto Montiel	\$ 1,400.00		
		Tundra restaurant Supply	\$ 89.92		
		Texas Lamp	\$ 91.52		
		Topar	\$ 2,198.97		
		Katom restaurant Supply	\$ 113.27		
		Trinidad Builders	\$ 47.68		
		Abc Plumbing	\$ 93.65		
		Trinidad Builders	\$ 425.27		
		Katom Restaurant Supply	\$ 119.88		
		Home Depot	\$ 196.41		
		Redwing Electric	\$ 261.26		
		Redwing Electric	\$ 518.01		
		Heartland	\$ 139.97		
		M&M Plumbing	\$ 789.00		
		Blue Diamond Builders	\$ 1,790.00		
		Topar	\$ 241.82		
		Redwing Electric	\$ 345.22		
		Keller Glass	\$ 69.91		
		Redwing Electric	\$ 1,342.13		
		Sherwin Williams	\$ 240.80		
		Keller Glass	\$ 74.21		
		Home Depot	\$ 279.73		
		M&M Plumbing	\$ 794.50		
		Redwing Electric	\$ 191.80		
		westland resources, LLC	\$ 8,175.25		
			\$ 26,604.43	\$ 39,104.43	\$ 13,302.22 \$ 371,176.35
		TOTAL 50/50			\$ 400,000.00
		Balance			\$ 28,823.65
		2012	TO DATE 12	REIM 50%	TO DATE LT
9/11/2012		Westland Resources, LLC	\$ 29,430.00	\$ 29,430.00	\$ 14,411.83 \$ 400,000.00
	50/50	Westland Resources, LLC	\$ 200,000.00	City \$200,000.00	\$ 400,000.00

9/11/2012	BALANCE REMAINING ON LEASE		\$ 100,000.00		
				To Date 2012	To Date LT
9/11/2012	Westland Resources, LLC	\$	606.35		\$ 606.35
9/11/2012	Adjustment as per city	\$	2,985.50	\$ 2,985.50	\$ 2,985.50
1/30/2013	Lowes landscaping timbers	\$	2,426.32		
	Diamond T dirt work cabins	\$	1,310.00		
	Replace pedal boats 4	\$	3,471.00		
	Replace chairs cabins 2	\$	62.29		
	Leone Sand Gravel fill dirt	\$	628.47		
	Leone Sand Gravel fill dirt	\$	1,257.49		
	Grand Rental compactor	\$	790.20		
	Bass Pro Shops Replace trolling	\$	120.72		
	Redwing Electric repairs	\$	234.18		
	TJ's Refrigeration repairs	\$	451.25		
	TJ's Refrigeration repairs	\$	210.00		
	Gradys parts	\$	70.39		
	Fastenall parts	\$	9.41		
	Walmart pillows housekeeping	\$	37.42		
	Walmart pillows housekeeping	\$	48.11		
	Walmart paint	\$	20.15		
	Glass Shop 2 windows cabins	\$	360.46		
	ABC Plunbing supplies	\$	57.03		
	ABC Plumbing supplies	\$	56.71		
	Home Depot landscaping	\$	68.48		
	Home Depot plumbing	\$	97.36		
	Home Depot gen supplies	\$	57.97		
	Big R Plumbing	\$	96.17		
	Lowes light fixtures cabins	\$	56.33		
	Big R plumbing	\$	7.03		
	Bass Pro Shops replace vests	\$	374.89		
	Lowes plumbing	\$	14.76		
	Big R plumbing	\$	14.41		
	Home Depot stain	\$	345.33		
	Big R plumbing	\$	5.96		
	Westland Resources landscaping	\$	5,025.00		
	Total	\$	17,785.29	\$ 17,785.29	\$ 20,770.79
	BALANCE REMAINING ON LEASE			\$ 79,229.21	

1/31/2014

2013 Summary of Renovations and Repairs

2/1/2013 Tundra Restaurant Supply/ new stove oven restaurant	\$ 6,929.02	
3/23/2013 Cintas/Repairs and code upgrades exhaust restaurant	\$ 1,666.03	
5/6/2013 jamestown Advance/RV Power box	\$ 156.00	
5/7/2013 Snaplock Industries/cover tile bath house	\$ 216.00	
5/9/2013 PWS/Parts for dryer laundry	\$ 56.12	
5/10/2013 Topar/Repairs exhaust motor restaurant	\$ 51.00	
5/14/2013 Leone Sand and gravel/Roadbase	\$ 1,393.00	
6/10/2013 Trinidad Builders/Plumbig parts	\$ 38.30	
6/10/2013 MM Plumbing/Installed ondemand HW HTR cabin 303	\$ 930.15	
6/26/2013 MM Plumbing/purchase 2 on demand HWHTR	\$ 1,060.42	
6/27/2013 Redwing Electric/Repairs RV	\$ 218.46	
7/10/2013 Hospitality corp/Linens for Housekeeping	\$ 1,408.01	
7/16/2013 Leone Sand and Gravel/Road base	\$ 1,278.07	
8/1/2013 Leone Sand and Gravel/Road Base	\$ 334.09	
8/6/2013 Redwing Electric/repairs RV	\$ 311.54	
9/12/2013 Redwing Electric/Repairs RV	\$ 493.54	
10/22/2013 Walmart/Bed set linens for cabins	\$ 693.18	
12/1/2013 Westland Resources, LLC/Install firepits and repairs	\$ 24,961.29	
	\$ 42,194.22	
BALANCE REMAINING ON LEASE		\$ 37,034.99
1/31/2015 Total of lease improvements 2014	45520.48	
Balance on lease first 10 years		\$ -
Credit to year 11		\$ (8,485.49)

MONUMENT LAKE PARK LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 4th day of March, 2008 (the "Effective Date") by and between the CITY OF TRINIDAD, COLORADO, a Municipal Corporation (hereinafter referred to as the "City" or "Lessor"), located in the County of Las Animas, State of Colorado, and WESTLAND RESOURCES, LLC (hereinafter referred to as the "Lessee") a Colorado limited liability company.

RECITALS:

WHEREAS, the City is the owner of Monument Lake Park (the "Park"), including the facilities and improvements to the lands described herein below; and

WHEREAS, the City and the Lessee desire to enter into a lease insofar as it covers the lands, structures, fixtures, and improvements described below, upon and subject to the below terms, provisions, covenants, and agreements; and

WHEREAS, the City awarded this Lease pursuant to a competitive request for proposal process and both the City and the Lessee are aware of the risks associated with a long-term lease. The City awarded this Lease to Lessee based on representations made by Lessee that it would perform the improvements set forth in this Lease; and

WHEREAS, the Lessee understands that it is an indispensable condition of this Lease that it fund the improvements and perform its obligations as represented to the Trinidad City Council ("City Council") through documents submitted to the City and as reflected in meeting minutes of the City Council; and

NOW, THEREFORE, for and in consideration of the Lessee's refurbishment and construction of the facilities located in the Park as set forth in the documents submitted to the City Council, and the covenants and agreements herein to be kept by the Lessee, the City does hereby lease, let and demise unto the Lessee, its successors and assigns, as provided in this Lease, the following described lands, for the purposes stated herein and subject to the limitations set forth below:

1. DESCRIPTION OF THE LEASED PREMISES.

The West ½ of the West ½ and also that part of the South East Quarter (SE ¼) of the South West Quarter (SW ¼) south of the Maxwell Grant Boundary line, all in Section 31, Township 32 South, Range 68 West of the 6th P.M., comprising approximately 196 acres;

Also, a tract of land located East of the East Right of Way of Colorado State Highway No. 12, in the East ½ of the East ½ of Section 36, Township 32 South, Range 69 West, of the 6th P.M., comprising approximately 72 acres;

Also, a tract of land located East of the East Right of Way of Colorado State Highway No. 12, in the North East Quarter (NE ¼) of the North East Quarter (NE ¼) of Section 1, Township 33 South, Range 69 West, of the 6th P.M., comprising approximately 10 acres;

Also, a tract of land located in the North ½ of the North West Quarter (NW ¼) of Section 6, Township 33 South, Range 68 West, of the 6th P.M., comprising approximately 82 acres.;

The above described lands comprise a total of approximately 360 acres, all East of State Highway No. 12, hereinafter referred to as the "**Leased Premises**".

A map of the Leased Premises is attached hereto and made a part hereof as Attachment "A".

2. **CITY RESERVATIONS.**

Together with all appurtenances thereto and all other attractions, picnic area and ground improvements, and all improvements, structures, buildings, fixtures, furnishings, equipment, machinery and facilities now or hereafter on the Leased Premises, and together with all rights, titles and interests of the City, subject, however, to the easements and rights of way of telephone and rural electric companies, adjoining property residents, and subject to the City's reservation of water rights and water pipeline rights-of-way therefore, and all improvements, fixtures, equipment, and machinery appurtenant thereto, known as its water system, insofar as same are located within the above-described lands, and reserving unto the City its rights of ingress and egress into, over and across the Leased Premises for any purpose and all times, said property known as MONUMENT LAKE PARK.

3. **DESCRIPTION OF FACILITY.**

The City, in leasing the Leased Premises to Lessee, does hereby make available all improvements currently located within or upon the Leased Premises, including but not limited to the following: structures, buildings, fixtures, furnishings, equipment, machinery, and facilities located within or upon the Leased Premises as well as the following:

KENDELL HOUSE CAFE - designed for seating capacity of approximately seventy (70) persons including all kitchen facilities and equipment, utensils, dishes, etc.;

MIRAMONTE LODGE - including main room, registration desk area, lounge, penthouse manager's office, lower level storage area, and retail sales space;

TWENTY-UNIT MOTEL COMPLEX - motel complex (comprised of two (2) structures containing eight and twelve units, respectively) of varying room dimensions, each unit constructed with wood burning fireplace, exposed wood beam ceiling, ten (10) upper level units provided with sitting balcony, and ten (10) lower level units provided with sitting patio;

THIRTEEN DETACHED CABINS - detached cabins, (ten (10) single units and three (3) double units) each unit provided with wood burning fireplace, exposed wood beam ceiling, full plumbing and sitting patio;

FULL-SERVICE HOOK-UP SITES - each provided with electrical hook-up, sewage disposal hook-up and potable water service;

PARTIAL HOOK-UP SITES –thirty (30) sites provided with electrical hook-up and potable water service;

TENT CAMP SITES - each with designated off-road parking area;

BOAT RENTAL/STORAGE STATION - located at the south end of the lake, with capacity for boat storage;

RESTROOM - providing restroom facilities for day users;

FISH CLEANING STATION - a sanitary facility for the cleaning of fish by anglers;

CAMPER COMFORT STATION - containing men's and women's restroom and shower facilities and laundry facilities;

STORAGE - Lessee shall have use of all storage and out buildings. No livestock shall be allowed in such buildings;

DUPLEX STRUCTURE - with caretaker living quarters and lower level storage of equipment, tools, etc.; and

FISH HATCHERY- Lessee's operation of the fish hatchery will be subject to the terms of this Lease.

The foregoing represents, but is not inclusive of all such improvements, structures, buildings, fixtures, furnishings, equipment, machinery, and facilities herein leased.

4. LEASE TERM.

The term of the Lease shall be March 4, 2008 through March 4, 2018. The term of the Lease shall automatically be extended for two consecutive additional five (5) year periods from March 4, 2018, to and until March 4, 2023 and then until March 4, 2028 (collectively the "Lease Term"). Either party may terminate this Lease by providing written notice to the other of the intent not to extend the Lease. Such termination notice shall be actually served at least ninety (90) days prior to the expiration of the Lease Term. If such notice is not served in a timely fashion, the Lease shall automatically be extended in accordance with this Section 4. Following the expiration of the second five year term in 2028, the Lease shall run year to year until terminated pursuant to the terms of this Lease.

5. PLAN OF OPERATION.

The Lessee shall be required to submit to the City Manager an Annual Plan of Operation by February 1st of each year of the Lease Term which shall include identification of the means and manner in which each of the facilities comprising the Leased Premises will be operated and a description of services to be made available to the patrons of the park facility, during such year, which shall be the basis of the Lessee's operations that year, and shall be binding on the Lessee during such year. Should the Lessee elect to offer other services, amenities or attractions during

the year, which were not previously identified and described in a Plan of Operation, the Lessee shall submit an Amended Plan of Operation to the City Manager.

The Plan of Operation shall include at a minimum the following:

A. A Plan of Operation for the Leased Premises and all facilities therein, including methods of operation, services to be offered, and equipment and items to be purchased. Lessee shall maintain a detailed inventory of all of the items purchased for the operation of the Park that are not otherwise excluded as Lessee's personal property, and shall provide a copy of the inventory with its Plan of Operation so that the City may itemize and add such items to the City's inventory. The Plan of Operation shall be accompanied by a financial operating statement and budget which shall be kept strictly confidential, and not disclosed to the public.

B. A Plan for Security and Protection for all park facilities and identified methodology for responding to patrons' complaints and disputes;

C. Plan of Improvements identifying repairs and improvements to and restoration of existing Park structures and facilities. This shall also include the construction of new facilities or structures, or the modification, rebuilding, replacement, relocation or removal of any building or structure. (For these purposes, private residences placed within the Park by the Lessee shall not constitute improvements and must be approved by City Council). Lessee shall submit a detailed budget of expenditures for the plan of improvements that delineate the items purchased and expenditures made by Lessee and the capital improvement projects that will be funded by the City;

D. A Plan of Safety Response including the distribution of safety information, signage and protocol for rescue and medical help that may be required by employees or Park patrons.

If all or part of the Plan of Operation is identical to the previous year's Plan of Operation, the Lessee shall not be required to restate the identical part of the Plan of Operation, but may indicate those parts of the Plan of Operation that are unchanged, while indicating any changes from the previous Plan of Operation.

Upon receipt of the Plan or Amended Plan of Operation, the City Manager shall submit the Plan to the City Council and the City Council shall have thirty (30) days to advise the Lessee as to whether the City accepts, accepts with modifications or rejects the Plan or Amended Plan of Operation. The City's response to the submitted Plan or Amended Plan of Operation shall be in writing. If the Plan or Amended Plan of Operation is rejected in whole or in part, such response shall include the reasons for the rejection. Any provision of the Plan or Amended Plan of Operation which is inconsistent with the provisions of this Lease or is otherwise not in harmony with the historic uses, or the existing buildings, surroundings or terrain of the Leased Property, may be rejected. Failure on the part of the City Manager to respond in writing within the thirty-day period to the Plan or Amended Plan of Operation, shall constitute acceptance of the Plan or Amended Plan of Operation.

Until the submission of the initial Plan of Operation, the Lessee shall be bound by the following statements concerning Park operations contained in its proposal letter dated January

12, 2007 and April 11, 2007 and subsequently amended through the Request for Proposals process and the Operations Summary 2008 submitted on or about January 24, 2008.

6. RESERVED PROPERTY/STOCKING OF LAKE BY DIVISION OF WILDLIFE.

The stocking of fish in Monument Lake is dependent upon the Colorado Division of Wildlife, therefore, the Lessee shall not have exclusive possession of that part of the Leased Premises situated adjacent to the northwest entrance/exit gates. The area identified on Attachment "B" and labeled as "DAY USE PARKING AREA," shall be set aside for vehicle parking for walk-in anglers who may fish the waters of Monument Lake (the "Lake"). At all times, residents of Las Animas County shall be afforded unrestricted vehicle access to the lake for fishing purposes; provided, however that all residents of Las Animas County shall also be subject to the entrance fees as set forth in Section 8 of this Lease. The Colorado Division of Wildlife ("CDOW") shall have access into and through the Park for purposes of enforcement of State fishing regulations and the periodic stocking, monitoring, or if the City Council approves, the killing off of fish in the lake and in response to threats to public safety from wildlife. The Lessee acknowledges that the killing off of the fish in the Lake is necessary for the long-term ecological recreational health of the Lake and Lessee shall not obtain any financial relief, in any form from the City or the CDOW, as a result of the planned killing of fish in the Lake in 2008 or any future kill off of fish in the Lake.

7. REPAIRS/WAIVER OF LEASE PAYMENTS/ESCROW FUND.

A. The annual Lease payments are Thirty Thousand Dollars (\$30,000) per year with the below capital contribution costs credited toward the lease payments. The Lessee also commits an additional one percent (1%) of gross sales above \$1,000,000 for capital contributions as set forth below. The City shall have the right, not more than once per calendar year, to request and obtain an audit of the Lessee's accounts directly related to this Lease in order to determine whether its financial obligations are being met and whether the capital contributions have been committed by the Lessee. The City reserves the right to request, not more than once per calendar year, documentation evidencing the source of funds, whether by loan document or letter, that are used by Lessee to meet its obligations under this Lease.

B. The Lessee agrees to repair and restore existing Park facilities in return for the City's waiver of the right to receive periodic lease payments. The Lessee will make capital contributions into an escrow account. The escrow account documents shall be submitted to the City prior to the execution of this Lease and shall be incorporated herein by reference. The Lessee will contribute Fifty Thousand Dollars (\$50,000) per year commencing on the Effective Date of this Lease and then on or before the anniversary date for the years of 2009, 2010, and 2011. The payments out of this escrow account shall be for renovation, repair, new construction, restaurant equipment, recreational equipment, furniture, and similar items. The City shall receive copies of all receipts of the expenditures paid through the escrow account for approval by the City. Approval by the City shall be based on the benefit to the Park and consistency with the Lessee's Plan of Operation. The Lessee may expend more than the budgeted Fifty Thousand Dollar (\$50,000) contribution and receive a credit against future annual lease payments in subsequent years. If the Lessee does not fully expend the Fifty Thousand Dollars (\$50,000) in a

budgeted year, any remainder shall be rolled into subsequent years. All items purchased out of Lease payments by the Lessee for the operation of the Park shall become the property of the City in accordance with the Plan(s) of Operations submitted by Lessee to the City annually during the Lease Term.

8. PARK ENTRANCE FEE.

Lessee shall have the right to charge a park entrance fee set solely at its discretion. However, the Lessee shall not charge a park entrance fee of more than \$5.50 per vehicle per day visit and a \$27.50 annual pass per vehicle. Fifty cents (\$.50) per day pass and two dollars and fifty cents (\$2.50) per annual pass (collectively referred to as "**Conservation Fee**") shall be designated by the Lessee to be reinvested in Monument Lake Park for rehabilitation and conservation projects. The conservation fee shall be placed in the Lessee's escrow account and shall be used for rehabilitation and conservation projects. The conservation fee shall not be counted as part of the Lessee's contribution as set forth in Section 7.

9. CITY'S CAPITAL CONTRIBUTIONS.

As is budgeted in the City's 2008 budget, the City commits to match the capital contributions of the Lessee for the first four years of the Lease. The City will reimburse the Lessee for capital improvements that conform with the fiscal requirements of the City's Capital Improvement Fund. Because of its legal obligations, the City reserves the right to deny any payment that does not conform to the voter approved Capital Improvement Fund. As soon as is practicable, the City shall have an engineer's report on the current state of the drainage at the motel complex located on the Leased Property. The City shall be solely responsible for ameliorating any drainage issues that exist at the motel complex in a commercially reasonable manner.

10. NO COMMINGLING OF FUNDS.

The funds referenced in Sections 7, 8, and 9 above shall not be commingled nor be advanced into or from any of the accounts set forth for the designated purposes. The parties agree that any expenditure must be advanced by the Lessee subject to reimbursement.

11. MANAGEMENT RIGHTS.

Except as otherwise set forth by the terms of this Lease, from and after the Effective Date hereof, the fees charged for all attractions, facilities, goods and services shall be in the sole discretion of the Lessee.

12. RELATIONSHIP OF THE PARTIES.

The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Lease. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Lease. The Lessee shall state on any advertising or web site that the Park is operated by Westland Resources, LLC.

13. MAINTENANCE OF PARK FACILITIES.

The Lessee shall maintain all roads, parking areas, trails, buildings, structures and improvements located within the Leased Premises in a good state of repair and in good operating condition at all times. Arterial routes of ingress and egress, roads and trails within the Park to and from the Leased Premises shall be maintained and repaired by the Lessee at a level of quality and quantity sufficient to adequately provide access to and from the Leased Premises at all times.

The Lessee shall not engage in or permit any action or activities which shall cause any damage to or destroy the natural environment of the Leased Premises, including permanent damage to or destruction of natural vegetation, soil erosion or contamination of the City's water supply.

The Lessee shall not cause, permit or maintain the accumulation of any junk or refuse, including, but not limited to old rope, old iron, brass, copper, tin, lead, old lumber, construction material or debris, bricks, building remnants, rags, empty bottles, broken glass, paper, or bagging. The Lessee shall be permitted to store usable materials, provided they are kept in a presentable and sanitary condition, and do not become unsightly or an eyesore.

The Lessee shall be solely responsible for the provision of all labor, supplies and equipment necessary for the operation of the Leased Premises' facilities and services, in accordance with the Plan of Operation.

The Lessee shall also be responsible for all costs incurred in the operation of the Leased Premises, facilities and services, including employee wages and required associated taxes in its capacity as employer.

The Lessee shall satisfy all local, state, and federal laws and regulations applicable to the type and nature of business activities to be operated or maintained within and upon the Leased Premises.

The Lessee shall provide for any and all discharge permits required by the Colorado Department of Public Health and Environment that may be necessary due to the operation of the Fish Hatchery.

If it is deemed legally necessary, the Lessee and/or assignee shall pay any and all legal fees and/or purchase any augmentation water that is required to operate the Fish Hatchery.

14. COMPLIANCE WITH APPLICABLE LAWS.

The Lessee and his employees and agents shall at all times materially comply with all applicable laws, statutes, rules and regulations of the United States, the State of Colorado and Las Animas County in its operation of the Leased Premises, and shall not permit any disorderly conduct, excessive noise or nuisance on the Leased Premises. In the event that Lessee fails to materially comply with any applicable laws, statutes, rules or regulations, Lessee shall have thirty (30) days in which to cure such non compliance with any such applicable law, statute, rule or regulation; or if compliance is not possible with such thirty (30) day period of time, Lessee

shall provide reasonable evidence to the City that Lessee has commenced to cure such non-compliance as soon as commercially reasonable.

15. OWNER RIGHT TO INSPECT PREMISES.

The duly authorized agents and representatives of the City shall have the right to enter upon the Leased Premises at any reasonable time for the purpose of inspecting any portion of the Leased Premises or any improvement, structure, facility and attraction thereon, except private residence(s) placed and maintained by the Lessee. Any and all construction performed on the Park facilities will be inspected by the City's Building Inspector's Office.

16. UTILITIES.

The City agrees to provide the following described utility services:

A. The City agrees to deliver potable water from the City's water system to the Lessee for all of the Lessee's normal and reasonable requirements on the Leased Premises and to provide for treatment of wastewater at its wastewater treatment plant, both without charge to the Lessee, except as set forth herein. The Lessee shall be responsible for the maintenance, repair and general upkeep of the plumbing systems within all structures and facilities and service lines extending from the same to the point of potable water shut off valve and sewer service line clean out. The City shall be responsible for the maintenance, repair and general upkeep of the potable water and sewer collection system. If the operation of the sewer or water treatment plant fails due to mechanical or regulatory issues, the Lessee shall immediately contact the City's Utility Superintendent. If the repair requires the property to close for a period of thirty (30) days or more sporadically or consecutively, the parties shall negotiate to extend the lease for the length of time commensurate with the time the park was closed. The parties also have the option to mutually agree to terminate the lease on the basis of excessive closures. These options constitute the only remedies available to the parties.

B. The City may also from time to time restrict the discharge of waste into the sewage dump station to avoid a malfunction of its wastewater treatment plant, provided it has furnished reasonable advance notice of its intent to do so to the Lessee. It is acknowledged that portions of the potable water delivery system are subject to frost damage during winter months thereby necessitating the shut off and draining of such line segments to avoid such damage. Lessee shall be responsible for any damage caused by the failure to shut off and drain such line at the end of the season.

C. The electrical power delivery system is acknowledged to be owned by San Isabel Electric Association, Inc., consisting of primary distribution lines and equipment to the point of service metering at the main service panel for each structure. No charges shall be levied against the Lessee by the City for utility services of water or wastewater disposal, however, the Lessee shall be responsible for all electrical service charges incurred in the operation of the facilities herein leased as levied by San Isabel Electric Association, Inc.

D. The Lessee shall determine the type and level of telephone service deemed necessary for the operations of the park facilities and shall be solely responsible for all service charges levied by the telephone service supplier.

17. LIQUOR LICENSE.

The Lessee shall not, without prior approval of Las Animas County and the State of Colorado, permit the sale of alcoholic beverages as defined in Title 12, Article 46, 47 of the Colorado Revised Statutes, upon the Leased Premises. Should the Lessee obtain such license or permit for the sale of alcoholic beverages, the Lessee agrees to surrender all rights afforded by such license or permit upon the expiration of the term or extended term of this Lease. The Lessee shall maintain dram shop liability insurance for all licensed premises.

18. LESSEE CONTROL OF FACILITIES.

The City hereby agrees that the Lessee, shall have the peaceful possession and quiet enjoyment of the Leased Premises, except as limited under the provision of "RESERVED PROPERTY" in Section 8 above or any other limitations reserved to the City under this Lease, for and during the Lease Term, including any extension of the Lease Term. Lessee shall not have any right to subdivide the property. The Lessee shall not develop any part of the property without the express written consent of City Council.

19. RIGHT TO SUBLET TO OTHER ENTITIES.

The Lessee shall not have the right to sublet or assign this Lease in its entirety. Lessee shall have the right to sublet any concession or activity to another legal entity (corporation, partnership, individual, foundation, etc.) provided that the Lessee either maintains a controlling interest as a sublessor or executes a sublease with the prior written consent from City Council. If any change occurs in the ownership of Westland Resources, LLC, the City shall be notified of such ownership change.

20. GRANT OPPORTUNITIES.

Lessee may request that the City support any grant application made by or on behalf of the Lessee to improve facilities or activities at the Park. The City reserves the right to withhold such support based on grant cycles and other grant priorities that the City may have at the time. Lessee and/or any third party acting on its behalf agrees not to submit any grant application that would compete with a City grant application.

21. INDEMNIFICATION AND INSURANCE.

The Lessee agrees to indemnify, protect and save harmless the City against all claims and indebtedness of every nature in any way connected with Lessee's operation of the Leased Premises, including but not limited to all payrolls, taxes, amounts due contractors and subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.

The Lessee further agrees to indemnify, protect, and save harmless the City against loss or damage occasioned by the maintenance or operations of the Park or any other improvements constructed, maintained or operated on said premises by the Lessee or any sublessee and shall defend at his own expense, any and all suits that shall be instituted against the City, because of, or occasioned by the maintenance or operations of any said properties, improvements by or

under the Lessee and his sublessees; and shall pay off and satisfy any and all judgments that may be imposed by reason thereof. However, Lessee shall not indemnify the City for any claims that arose prior to the Effective Date of this Lease nor for any claims attributable to the active negligence or intentional act of the City or its employees unless covered by insurance that Lessee is required to provide.

Prior to the effective date of the lease, the Lessee shall be required to obtain and to maintain at all times thereafter during the Lease Term, liability insurance coverage naming the City as additionally insured. The lease of the City property, the subject of this Lease, shall not become effective unless and until the Lessee has tendered to the City an acceptable Certificate of Insurance reflecting coverage in the following amounts:

\$1,000, 000.00 each occurrence
\$2,000,000.00 aggregate

The City shall cause the Leased Premises and all buildings, structures and improvements on the Leased Premises as well as the City-owned contents contained in such buildings, structures and improvements, to be covered under the City's property and casualty insurance policy, with the Lessee to be named as an additional insured. It shall however be the responsibility of Lessee to insure the personal property Lessee owns and has placed on the Leased Premises in such amounts and subject to such terms as Lessee deems appropriate.

In case of loss or damage to property covered by the City's insurance, it is the intent of the parties hereto to replace or restore all such buildings, structures and improvements or any of them damaged or destroyed to substantially the condition in which the same existed prior to the casualty. The City hereby commits the insurance proceeds to that purpose. In the event, however, that such insurance proceeds are insufficient to cover 100% of the cost of replacement or restoration of the damaged or destroyed structures or improvements, neither the City nor the Lessee shall be required to expend of their own funds for replacement or restoration of said structures or improvements. Either party, at its option, may elect to have such structures or improvements, damaged or destroyed by casualty, restored or replaced, where the insurance proceeds are insufficient to cover the full cost of replacement or restoration, by paying out of its own funds all replacement or restoration costs in excess of the amount of the insurance proceeds. Nothing in this Lease shall preclude the parties from reaching a mutual agreement to share the costs of replacement or restoration. In the event that the insurance proceeds are insufficient to cover the full cost of replacement or restoration, and neither party is willing to pay the additional costs of replacement or restoration, either in full, or by mutual agreement, in part, those structures or improvements damaged or destroyed, shall not be replaced or restored. In that event that the insurance proceeds are insufficient to cover the full cost of replacement or restoration, and neither party is willing to pay the additional costs of replacement or restoration, either in full, or by mutual agreement, in part, those structures or improvements damaged or destroyed, shall not be replaced or restored. In that event, the insurance proceeds received by the City, shall be first applied to demolition and clean up of the damaged or destroyed structures or improvements, with the balance to be committed by the City to investment in some other real property improvement within the Park. The Lessee may propose in conjunction with its annual plan of operation one or more capital projects for the use of such insurance proceeds. The

provisions of the Plan of Operation shall govern as to the procedure for obtaining City approval for such capital projects.

If the City's insurance proceeds are sufficient to cover the full cost of replacement or restoration, the parties by mutual agreement may elect not to replace or restore the damaged or destroyed structures or improvements and have such proceeds committed to some other real property improvement within the Park.

Nothing in this Lease shall be construed as a waiver of the City's governmental immunity as provided under Colorado law.

22. **ARBITRATION.**

The parties hereto agree that any dispute between them on any matter concerning the performance by the Lessee of any provision of this Lease to be kept or performed by it, which the City elects not to treat as a breach requiring termination of the Lease, or any dispute concerning an interpretation of any of the provisions of this Lease, shall be submitted to a board of arbitrators consisting of three (3) persons, all of whom shall be appointed, one each by the City and the Lessee and the third by mutual agreement of both parties. In the event that the two parties are unable to agree on the selection of a third arbitrator within sixty (60) days, said third arbitrator shall be appointed by the District Judge of Las Animas County. A written decision of a majority of the board of arbitrators shall be binding on the parties hereto. The board of arbitrators shall have such authority and its decision shall have the force and effect as now provided by Rule 109, Colorado Rules of Civil Procedure.

23. **TERMINATION.**

Should either party violate any of the terms and conditions of this Lease, the other may treat such violation as a breach of this Lease and may terminate the Lease by giving at least thirty (30) days written notice of intent to terminate the Lease following which the Lessee shall have fifteen (15) days within which to cure any default. In the event of a default by the Lessee in carrying out a decision rendered by the board of arbitrators, the City may terminate the Lease by giving at least thirty (30) days written notice of intent to terminate the Lease. Because the parties recognize the risks associated with a ten (10) year lease and because the lease was awarded through a Request for Proposal process ("RFP"), neither party shall claim any loss of funds dedicated under this Lease due to an invalid early termination of this Lease. The parties recognize that but for the competitive RFP, each could have pursued other opportunities, but each party chose to enter into this Lease with all of the attendant risks.

If at any time the Lease Term of this Lease shall be ended as aforesaid or in any other way, the Lessee covenants and agrees to surrender and deliver up the Leased Premises peaceably to the City upon termination of said Lease Term. If the Lessee shall remain in possession of the same after the termination thereof, the Lessee shall be deemed guilty of an unlawful detainer of said premises under Section 13-40-101 et seq. of the Colorado Revised Statutes and shall be subject to eviction and removal.

Upon the termination of this Lease or any extension thereof, all the property, improvements and furnishings provided by the City and improvements erected and/or placed on

the Leased Premises by the Lessee or the City, and all other attractions, complete with all operating properties, picnic areas, and ground improvements, if and to the extent that same are then in existence and located on the Leased Premises, shall vest in and remain the property of the City, except for structures placed by the Lessee and used as personal residence(s). The City shall have the right to copies of all registration records of patronage of the Park facilities; however, all personal property of the Lessee not purchased as part of the City-owned inventory as set forth in Section 5(A) of this Lease, shall remain the property of the Lessee and shall be removed or disposed of by the Lessee within sixty (60) days of such termination of this Lease. If not removed within sixty (60) days, such property will become the property of the City. Further, upon such termination, the Lessee, upon request of the City, shall assign and set over unto the City, all leases, rights of way, easements or permits acquired by the Lessee for purposes of locating and operating any of its facilities on the Leased Premises, provided that the City shall assume all executory duties and obligations thereunder.

24. OFFICIAL NOTIFICATION.

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

- | | | |
|-----|-------------------|---|
| (a) | If to the City: | City Clerk
City of Trinidad
135 North Animas Street
P.O. Box 880
Trinidad, CO 81082 |
| (b) | If to the Lessee: | Michael V. Robb
Westland Resources, LLC
1626 Hayes
Trinidad, CO 81082 |

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

25. FORCE MAJEURE.

Any loss or damage due to or delay in or failure of performance of either party hereto shall not constitute a default hereunder to give rise to any claim for damages, if and to the extent, that such loss or damage or delay or failure is caused to an occurrence beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, or compliance with any order, law, rule or regulation of any governmental authority, or acts of war, rebellion, insurrection or sabotage, or any other cause or event, whether or not of the same class or kind as those specifically above named, not within the reasonable control of the party affected, or any other cause or event, beyond the control of either party, which shall have materially impaired, limited, or restricted the general public's use of or access to the Leased Premises.

[Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and/or damages caused by events when known, and that the other party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

26. INVALIDITY AND COURT JURISDICTION.

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

27. LESSEE RIGHTS AND RESPONSIBILITIES.

By assignment approved by the City, the Lessee is vested with and is the present owner and holder of all rights, titles, interest, benefits, and privileges of Lessee under this Lease and is subject to all of the responsibilities, duties and obligations reposed in and upon the Lessee under this Lease. Upon the Effective Date, the terms of this Lease shall constitute and embody the sole and exclusive contract between the parties hereto; and it is understood and agreed that the Lessee shall not be liable for additional lease payments or other obligations under the Lease.

28. AGREEMENT AUTHORITY.

This Lease shall be binding upon and inure to the benefit of the parties hereto pursuant to the terms set forth in Section 19 of this Lease.

29. EXTENT OF AGREEMENT.

This Lease contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Lease. No changes or modifications of this Lease shall be valid or binding upon either party to this Lease unless such changes or modifications are in writing and executed by both parties.

30. FORM OF EXECUTION.

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

FIRST AMENDMENT TO MONUMENT LAKE PARK LEASE AGREEMENT

This First Amendment to Monument Lake Park Lease Agreement ("**First Amendment**") is entered into this 5th day of November, 2008, between the CITY OF TRINIDAD, COLORADO (hereinafter referred to as "**City**" or "**Lessor**") a municipal corporation located in the County of Las Animas, State of Colorado, and WESTLAND RESOURCES, LLC (hereinafter referred to as "**Lessor**"), a Colorado limited liability company. Lessor and Lessee are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Lessor and Lessee are parties to a Monument Lake Park Lease Agreement ("**Lease Agreement**") dated March 4, 2008, and recorded with the Las Animas County Clerk and Recorder as Instrument No. 200800696848 at Book 1075, Page 1615, pursuant to which Lessor leases to Lessee the real property commonly known as Monument Lake Park (the "**Park**"); and

WHEREAS, Lessor and Lessee now recognize that the roof of the Park facility commonly known as the Miramonte Lodge requires replacement; and

WHEREAS, upon the terms and conditions set forth below, the Parties desire to amend the Lease Agreement to provide financing for the Miramonte Lodge's roof replacement while also limiting Lessor's potential capital contribution for the amelioration of drainage issues that exist at the Park facility commonly known as the Motel Complex.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Miramonte Lodge Roof Replacement.

Subject to bid approval by the City Council, Lessor shall contract and pay for a roof replacement at the Park's Miramonte Lodge within a commercially reasonable period from the effective date of this First Amendment.

2. Limitation of Lessor's Capital Contribution for Drainage Issues.

Section 9 of the Lease Agreement states, in pertinent part: "The City shall be solely responsible for ameliorating any drainage issues that exist at the motel complex in a commercially reasonable manner." The foregoing sentence is hereby amended to reflect that Lessor's "sole responsibility" for both projects—(i) the amelioration of any drainage issues that exist at the Motel Complex (the "**Drainage Project**") and (ii) the Miramonte Lodge roof replacement (the "**Roof Project**")—shall be limited to a combined amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Any and all capital contributions in excess of One Hundred Thousand Dollars (\$100,000.00) for the Drainage and Roof Projects shall be financed in one of the following ways: (i) from Lessee's Monument Lake Trust Account, for which Lessee may be entitled to fifty percent (50%) reimbursement by Lessor pursuant to §§ 7(b) and 9 of the Lease Agreement; or (ii) by Lessee directly, in return for Lessor's waiver of the right to receive

periodic lease payments pursuant to § 7(b) of the Lease Agreement. However, if competitive bids for the Drainage Project reveal that the combined cost of the Roof and Drainage Projects would exceed One Hundred Eighteen Thousand Dollars (\$118,000.00), then the Parties shall mutually agree on a timeframe and course of action for the Drainage Project.

3. Indemnification.

Lessee shall indemnify, protect, and hold Lessor harmless from and against loss or damage occasioned by Lessor's replacement of the dance hall roof, and shall defend, at Lessee's own expense, any and all claims, suits, actions, and proceedings that may be instituted against Lessor because of, or occasioned by, the maintenance or operation of the dance hall during said roof replacement, and shall pay off and satisfy any and all judgments that may be imposed by reason thereof. However, Lessee shall not indemnify Lessor for any claims attributable to the active negligence or intentional act of Lessor, its agents or employees, unless covered by insurance that Lessee is required to provide.

4. Force Majeure.

Any loss or damage due to delay in or failure of performance of either party hereto shall not constitute a default hereunder to give rise to any claim for damages, if and to the extent that such loss or damage or delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of Park facilities, or compliance with any order, law, rule, or regulation of any governmental authority, or acts of war, rebellion, insurrection, or sabotage, or any other cause or event, whether or not of the same class or kind as those specifically named above, not within the reasonable control of the party affected, or any other cause or event beyond the control of either party which shall have materially impaired, limited, or restricted the general public's use of or access to the Leased Premises.

5. Severability.

If any section, subsection, paragraph, term, or provision of this First Amendment is determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of this First Amendment, all of which will remain in full force and effect for the term of the Lease Agreement.

6. Entire Agreement; Modification and Waiver.

This First Amendment constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this First Amendment shall be binding unless executed in writing by both Parties. No waiver of this First Amendment shall be binding unless executed in writing by the Party making the waiver.

7. Effectiveness.

This Agreement shall become effective immediately following its mutual execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

LESSEE: WESTLAND RESOURCES, LLC
a Colorado limited liability company

By: *Michael V. Robb*
MICHAEL V. ROBB, Member



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

The foregoing instrument was acknowledged before me this 17th day of November, 2008, by Michael V. Robb, Member of Westland Resources, LLC, a Colorado limited liability company, on behalf of the limited liability company.

My Commission Expires
03/18/2011

Audra Fatur
Notary Public

LESSOR: CITY OF TRINIDAD, COLORADO
a Colorado municipal corporation

By: *Joseph A. Reorda*
JOSEPH A. REORDA, Mayor

ATTEST:

Audra Fatur
AUDRA FATUR, City Clerk

(Seal)



COUNCIL COMMUNICATION

6

CITY COUNCIL MEETING: February 10, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: Engagement Letter Agreement with Dixon, Waller & Co., Inc. for the conduct of the 2014 Audit

PRESENTER: Audra Garrett, ACM/City Clerk

RECOMMENDED CITY COUNCIL ACTION: Forward to the regular meeting of February 17, 2015 for approval

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Yes

SOURCE OF FUNDS: All funds

POLICY ISSUE: N/A

ALTERNATIVE: Do not accept the proposal; solicit for alternative firm

BACKGROUND INFORMATION:

- The City is required to be audited annually.
- Dixon, Waller & Co., Inc. has been performing the City's audit services for many years and it is recommended that they be engaged to conduct the 2014 audit.
- If approved, they should begin the work on or about April 20, 2015.

6

164 E. MAIN
TRINIDAD, COLORADO 81082
(719) 846-9241 FAX (719) 846-3352

January 22, 2015

To the City Council and City Manager

We are pleased to confirm our understanding of the services we are to provide City of Trinidad for the year ended December 31, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Trinidad as of and for the year ended December 31, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditure and Changes in Fund Balance – Budget and Actual – for the General and Major Special Revenue Funds
- 3) Schedule of Funding Progress – Fire and Police Pensions

We have also been engaged to report on supplementary information other than RSI that accompanies city of Trinidad's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements
- 2) State Required Schedules
- 3) Other Schedules

[The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.]

- 1) None

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards,

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Trinidad's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately April 20, 2015 and to issue our reports no later than June 30, 2015. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report

or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$28,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered 75% at the completion of fieldwork and 25% when our report is issued. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Trinidad and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Dixon, Waller & Co., Inc.

Dixon, Waller & Co., Inc.

RESPONSE:

This letter correctly sets forth the understanding of City of Trinidad.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

7



Council Communication

City Council Work Session: February 10, 2015
Prepared by: Linda Vigil, February 3, 2015
Dept. Head Signature: *Will A. Valentine*
of Attachments: 1

SUBJECT: Discussion of Water Lease Renewal Agreement between the Pioneer Natural Resources, USA, Inc., XTO Energy, Inc., and ARP Production Company and the City of Trinidad

Presenter: Michael Valentine, Public Works/Utilities Director

Recommended City Council Action: No formal action is requested at this time. This item is for presented for information and will be presented for formal action at the February 17, 2015 City Council Regular meeting.

Summary Statement: Pioneer Natural Resources, USA, Inc., XTO Energy, Inc. and ARP Production Company are requesting 50 acre feet of water for use on an annual basis for purposes of augmenting out of priority depletions to the Purgatoire River and its tributaries for certain gas wells in the Central Raton Basin. The lessees are seeking a four (4) year lease for payment of \$25,000 per year.

Expenditure Required: Some minor attorney fees not to exceed \$2,000 may be expended.

Source of Funds: The Lessees will reimburse the City for reasonable, out of pocket 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: The city entered into a previous lease agreement, which allowed for fifty (50) acre feet of water with the above named lessees to replace the out-of-priority depletions to the Purgatoire River and its tributaries caused by the operation of certain wells in the Central Raton Basin. In the past four years, neither of the lessees have used the entire 50acre-feet and have always paid the lease agreements in a timely manner. The new and existing lease are alike other than the name change of El Paso E&P Company, LF has been changed to ARP Production Company. The annual cost of the water lease is \$25,000 and payment is due by January 31st of each calendar year. The new lease agreement will expire on March 31, 2019, unless renewed pursuant to the terms and conditions in writing by both parties.

7

WATER LEASE AGREEMENT

1. **PARTIES.** The parties to this Water Lease Agreement ("Lease") are the **CITY OF TRINIDAD**, a Colorado municipal corporation ("City"), **PIONEER NATURAL RESOURCES USA, INC.**, a Delaware corporation, **XTO ENERGY, INC.**, a Delaware corporation, and **ARP PRODUCTION COMPANY, LLC** a Delaware corporation (collectively "Lessees").

2. **RECITALS.** Lessees operate certain gas wells in the Central Raton Basin, which also produce ground water. The Lessees desire to replace the out-of-priority depletions to the Purgatoire River and its tributaries caused by the operation of its wells. The City has certain water in storage in Trinidad Reservoir that may be utilized to replace depletions caused by the operation of Lessees' wells.

NOW, THEREFORE, the parties agree as follows:

3. **LEASE OF WATER.** The City hereby leases fifty (50) acre-feet of water to Lessees on an annual basis.

4. **TERM.** The term of this Lease shall be four (4) years. The Lease will automatically expire on March 31, 2019, unless renewed pursuant to paragraph 10 below.

5. **PAYMENT FOR LEASE.** On or before January 31, 2015, and on or before January 31 of each of the succeeding years, Lessees shall pay to the City \$25,000 for the lease of the fifty (50) acre feet each year. No invoice or other statement shall be provided by the City for the payment.

6. **LESSEES' RESPONSIBILITY.** The City will make fifty (50) acre-feet of water available each year from the City's storage account in Trinidad Reservoir on an "as is" basis. The water will be made available each year between April 1st and March 31st. The decreed uses of the water include augmentation use as set forth in the decree entered in Case Nos. 88CW61, 06 CW78 and 08CW101, District Court, Water Division No. 2, State of Colorado. It shall be the responsibility of the Lessees to obtain any additional approvals necessary to use the leased water for Lessees' intended purposes, including but not limited to approvals by the Colorado Division of Water Resources. The City shall cooperate with the Lessees in obtaining any required additional approvals from any entity. The City makes no warranties or guarantees that such approvals can be obtained.

7. **RELEASE OF WATER.** The water will be made available for release from Trinidad Reservoir upon the request of the Water Commissioner or Division Engineer. It is the responsibility of Lessees to coordinate and contact the Water Commissioner and/or the Division Engineer to arrange the release of water for Lessees' benefit.

8. **NO GUARANTEE.** Because of the possibility of drought, mechanical failures at Trinidad Reservoir or other extraordinary circumstances, the City cannot guarantee

delivery of water. In any year the City cannot deliver the full 50 acre-feet of water to the Lessees, the City shall refund to Lessees the fee for any water requested but not delivered at a rate of \$500 per acre foot. Such a refund shall be Lessees' sole and exclusive remedy against the City for any breach or non-performance of any obligation under this Lease.

9. NO CARRYOVER. Any amount of water not called for release in any year shall not carry over for the benefit of the Lessees into the next year.

10. TERMINATION. This Lease shall terminate automatically on March 31, 2019, unless specifically renewed in writing by both parties pursuant to the terms and conditions contained in such renewal.

11. REMEDIES. In case of any default under this Lease, a non-defaulting party shall be entitled to terminate this Lease by giving written notice specifying such default. Upon the giving of such notice and if such default is not cured within 30 days, this Lease shall terminate and all right, title and interest of the defaulting party hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of such notice was the expiration of the term herein originally granted. Termination of this Lease pursuant to this Section will not limit or impair any remedies that the Parties may have at law or in equity with respect to any breach or default of any of the provisions of this Lease. Neither Party shall be liable to the other in any case for any incidental, consequential, exemplary, special or punitive damages in connection with any claim for breach of this Lease.

12. REIMBURSEMENT OF EXPENSES. On or before March 31, 2015, Lessees shall reimburse the City for its reasonable, out-of-pocket legal and engineering expenses in this matter. The City shall provide a statement for the expenses incurred on or before March 15, 2015.

13. 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 hand delivered or sent by overnight delivery service or certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the addresses set forth below or hand delivered at such addresses, 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 or parties.

CITY:

City of Trinidad
Attn: Mike Valentine
Utilities Director
135 North Animas
P.O. Box 880
Trinidad, CO 81082

LESSEES:

Pioneer Natural Resources USA, Inc.
1401 17th St., Suite 1200
Denver, Co 80202
Attn: Legal Department

XTO Energy Inc.
Attn: Kyle Littrell
9127 S. Jamaica St.
Englewood, Co 80112

ARP Production Company, LLC

COPY TO:

Jeffrey Kahn, Esq.
Madoline Wallace-Gross, Esq.
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

COPY TO:

Christopher L. Thorne, Esq.
Holland & Hart LLP
555 Seventeenth St.
Suite 3200
Denver, CO 80202

14. COUNTERPARTS. This Lease may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Lease. A facsimile signature to this Lease shall be deemed an original and binding upon the parties to this Lease.

CITY:

CITY OF TRINIDAD,
a Colorado municipal corporation

By: _____
Its: _____

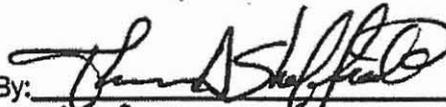
Dated: _____.

ATTEST:

City Clerk

LESSEES:

PIONEER NATURAL RESOURCES USA, INC.,
a Delaware corporation

By: 
Its: Vice President Western Division OPC

Dated: January 12, 2018.

XTO ENERGY, INC.,
a Delaware corporation

By: _____
Its: _____

Dated: _____.

ARP PRODUCTION COMPANY, LLC
a Delaware corporation

By: _____
Its: _____

Dated: _____.

CITY:

CITY OF TRINIDAD,
a Colorado municipal corporation

By: _____
Its: _____

Dated: _____

ATTEST:

City Clerk

LESSEES:

PIONEER NATURAL RESOURCES USA, INC.,
a Delaware corporation

By: _____
Its: _____

Dated: _____

XTO ENERGY, INC.,
a Delaware corporation

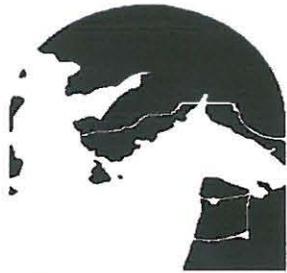
By: John D. Baker John D. Baker
Its: VP - Western Operations

Dated: January 15, 2015

ARP PRODUCTION COMPANY, LLC
a Delaware corporation

By: _____
Its: _____

Dated: _____



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 10, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: Third Amended and Restated Intergovernmental Agreement concerning the Las Animas County E-911 Emergency Communications Authority

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider the agreement and forward to the regular meeting of February 17, 2015 for approval

SUMMARY STATEMENT: IGA for E-911 Communications

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Agreement amendment to amend, restate, incorporate, clarify, and repeal the various previous amendments.

ALTERNATIVE: Consider alternate language

BACKGROUND INFORMATION:

- This amendment will serve to amend, restate, incorporate, clarify, and repeal the various previous amendments.
- The amendment calls for the automatic appointments to the board of the Trinidad Police Chief, Trinidad Fire Chief and Trinidad Ambulance District Chief Executive Officer.
- The City would be allowed two additional seats on the board. NEW appointments to the board will have to be made.
- Current appointees include Mary Blecha, David Barrack, Charles Glorioso and Nick DeBono.

**THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT CONCERNING THE
LAS ANIMAS COUNTY E-911 EMERGENCY COMMUNICATIONS AUTHORITY**

This Third Amended and Restated Intergovernmental Agreement Concerning the Las Animas County E-911 Emergency Communications Authority (this “**AGREEMENT**”) is made as of this _____ day of February, 2015 (the “**EFFECTIVE DATE**”), by and between the following entities: Las Animas County, a Colorado county acting by and through its Board of County Commissioners (the “**COUNTY**”); the City of Trinidad, a municipal corporation (“**TRINIDAD**”); the Town of Aguilar, a municipal corporation (“**AGUILAR**”); the Town of Branson, a municipal corporation (“**BRANSON**”); the Town of Cokedale, a municipal corporation (“**COKE DALE**”); the Town of Kim, a municipal corporation (“**KIM**”); the Town of Starkville, a municipal corporation (“**STARKVILLE**”); the Fisher’s Peak Fire Protection District, a special taxing district (“**FISHER’S PEAK**”); the Hoehne Fire Protection District, a special taxing district (“**HOEHNE**”); the Spanish Peaks-Bon Carbo Fire Protection District, a special taxing district (“**SPANISH PEAKS-BON CARBO**”); the Stonewall Fire Protection District, a special taxing district (“**STONEWALL**”); and the Trinidad Ambulance District, a special taxing district (the “**AMBULANCE DISTRICT**”). The above listed parties may be referred to individually as a “**PARTY**” and collectively as the “**PARTIES**.”

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RECITALS

- A. Several of the Parties entered into an intergovernmental agreement dated February 1, 1992 (the “**FIRST IGA**”), for the purpose of establishing an emergency telephone service authority in Las Animas County.
- B. The First IGA was amended in July 2002 to clarify the status and obligations of the emergency telephone service authority.
- C. The Parties entered into an intergovernmental agreement dated November 20, 2013 (the “**SECOND IGA**”), which repealed and reenacted the emergency telephone service authority in Las Animas County.
- D. The Second IGA was amended on August 5, 2014, to change the method in which Directors (defined below) are appointed.
- E. The Parties desire an amended and restated agreement to make further amendments and to incorporate, clarify, and repeal the various previous amendments.
- F. Pursuant to C.R.S. § 29-11-100.5, *et seq.*, the Parties have the authority to enter into agreements for the purpose of providing emergency telephone service.
- G. C.R.S. § 29-1-201, *et seq.*, encourages and authorized intergovernmental agreements for the joint and cooperative provision of public services.

Definitions are listed on Exhibit A and throughout this Agreement.

AGREEMENT

Now, THEREFORE, in consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows:

Article I. CONTINUATION OF THE AUTHORITY

Section 1.01 Continuation of Existing Authority; New Name. The Authority is a continuation of the existing governmental entity named the “Emergency Telephone Authority,” created by the First IGA and reenacted by the Second IGA, except the Authority’s name is hereby changed to the “Las Animas County E-911 Emergency Communications Authority” (the “**AUTHORITY**”). The Authority shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities set forth herein.

Section 1.02 Status of Authority.

- (a) **Public Entity.** The Authority shall be a public governmental entity pursuant to C.R.S. § 29-1-203 and § 29-11-100.5, *et seq.*
- (b) **Governmental Immunity.** The Authority shall be a public entity pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the “CGIA”) and operated in conformance with the CGIA.
- (c) **Additional Laws.** The Authority shall be operated in conformance with the Volunteer Service Act, C.R.S. § 13-21-115.5. Additionally, the Authority shall be a nonprofit organization pursuant to C.R.S. § 13-21-115.7 and C.R.S. § 13-21-116. The Authority shall operate as an enterprise pursuant to Article X, Section 20 of the Colorado Constitution.

Section 1.03 Independent Legal Entity. The Authority is an independent legal entity, separate and distinct from the Parties and their respective members, but the Authority is subject to this Agreement.

Section 1.04 Jurisdiction of the Authority. The boundaries of the Parties and their respective members, as they may from time to time be changed, shall comprise the jurisdiction of the Authority.

Section 1.05 Purpose. The purpose of the Authority is to carry out certain acts associated with the provision of an Emergency Telephone Service as authorized by C.R.S. § 29-11-100.5, *et seq.*, as may be amended from time to time, and as set forth herein.

Article II. GOVERNANCE OF THE AUTHORITY

Section 2.01 Board of Directors. All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority’s board of directors (the “BOARD”), in which all administrative and legislative power of the Authority is vested.

Section 2.02 Number of Directors. There shall be nine (9) directors (each a “DIRECTOR”) on the Board.

Section 2.03 Appointment of Directors. Directors shall be appointed in the following manner:

- (a) **Automatic Appointments.**
 - (i) **Persons Holding Certain CEO Positions.** The persons holding the following offices shall automatically be deemed appointed as Directors without any action required by any Party: (i) the Las Animas County Sheriff; (ii) the Chief of Police of the Trinidad Police Department; (iii) the Fire Chief of the Trinidad Fire Department; and (iv) the chief executive officer of the Trinidad Ambulance District (each position a “CEO POSITION”).
 - (ii) **Change of CEO = Change of Director.** If a Director appointed pursuant to Section 2.03(a)(i) is no longer serving in a CEO Position, such Director shall be automatically removed and the person currently serving in the CEO Position shall immediately be deemed appointed as a replacement Director.
 - (iii) **Alternate Director.** A person holding a CEO Position may designate an alternate (an “ALTERNATE”) at his or her discretion to serve as Director in place of the person holding the CEO Position, provided the appointment is consistent with the following:
 - 1) **Sheriff.** The Las Animas County Sheriff may appoint an employee of the Las Animas Sheriff’s Office as an Alternate, and such employee shall be an Alternate upon the approval of the County’s Board of County Commissioners.

- 2) **Chief of Police.** The Chief of Police of the Trinidad Police Department may appoint an employee of the Trinidad Police Department as an Alternate, and such employee shall be an Alternate upon the approval of the Trinidad City Council.
 - 3) **Fire Chief.** The Fire Chief of the Trinidad Fire Department may appoint an employee of the Trinidad Fire Department as an Alternate, and such employee shall be an Alternate upon the approval of the Trinidad City Council.
 - 4) **Ambulance District.** The chief executive officer of the Ambulance District may appoint an employee of the Ambulance District as an Alternate, and such employee shall be an Alternate upon the approval of the Ambulance District's Board of Directors.
- (b) **County Appointments.** The County's Board of County Commissioners shall appoint three (3) Directors from a pool of candidates nominated by any of the following Parties: (i) Aguilar, (ii) Branson, (iii) Cokedale, (iv) Kim, (v) Starkville, (vi) Fisher's Peak, (vii) Hoehne, (viii) Spanish Peaks-Bon Carbo, and (ix) Stonewall.
- (c) **Trinidad Appointments.** Trinidad shall appoint two (2) Directors in any manner it so chooses.

Section 2.04 Term; Term Limits; Staggered Terms.

- (a) **Term.** Each Director appointed by the County and Trinidad shall serve a term of three (3) years (each a "TERM") and thereafter until the Director's successor is appointed. Each Director's Term shall expire on January 31 of the third year of the Term, unless stated otherwise in Section 2.04(d)
- (b) **Term Limits.** Any person may serve as a Director for an unlimited number of Terms.
- (c) **Staggered Terms.** The Terms of the Directors shall be staggered by dividing the total number of Directors selected by the County and Trinidad into three (3) groups. Two groups shall each include one (1) Director appointed by the County pursuant to Section 2.03(b) and one (1) Director appointed by Trinidad pursuant to Section 2.03(c). The remaining group shall include only one (1) Director appointed by the County pursuant to Section 2.03(b).
- (d) **Initial Appointments.** Within 30 days of the Effective Date, the County and Trinidad shall make their appointments pursuant to Section 2.03(b) and Section 2.03(c), as applicable. The initial terms for the County appointments shall be one (1) Director for one (1) year, one (1) Director for two (2) years, and one (1) Director for three (3) years. The initial terms for the Trinidad appointments shall be one (1) Director for two (2) years, and one (1) Director for three (3) years. After the initial terms, all remaining terms shall operate pursuant to Section 2.04(a) and Section 2.04(c).

Section 2.05 Resignations and Vacancies.

- (a) **Resignation.** Any Director may resign for any reason or no reason at any time by giving written notice to the Board. A resignation shall take effect at the time the notice is received by the Board unless the notice specifies a later effective date. Unless specified in the notice, the Board's acceptance of the resignation shall not be necessary to make it effective.
- (b) **Vacancies.** Any vacancy on the Board may be filled by an appointment from the Party who initially appointed the Director or, in the case of automatic appointments, by the person holding the appropriate CEO Position or the properly designated Alternate. Any vacancies must be filled in compliance with Section 2.03. The Director appointed to fill a vacancy shall finish the term of the prior Director.

Section 2.06 Board Positions. The Board may elect one or more Directors to serve as the Board's chair, vice chair, secretary, and/or treasurer.

Section 2.07 No Liability for Good Faith Acts. The Directors and any officers of the Authority shall not be personally liable for any acts performed or omitted in good faith.

Article III. POWERS OF THE AUTHORITY

Section 3.01 Emergency Telephone Service. The Authority may contract for the installation, operation, and/or provision of an Emergency Telephone Service in the Authority's jurisdiction (the Authority's jurisdiction is set forth in Section 1.04).

Section 3.02 Emergency Telephone Charge.

- (a) **Imposition of the Emergency Telephone Charge.** The Authority may impose an Emergency Telephone Charge consistent with C.R.S. § 29-11-100.5, *et seq.*, in those portions of the Authority's jurisdiction for which Emergency Telephone Service is or will be provided.
- (b) **Amount of the Emergency Telephone Charge.**
 - (i) **Authorized Amount.** The Emergency Telephone Charge imposed by the Authority shall initially be set at one dollar and fifty cents (\$1.50). The Authority may decrease or increase the Emergency Telephone Charge consistent with C.R.S. § 29-11-100.5, *et seq.*
 - (ii) **Annual Determination.** In accordance with C.R.S. § 29-11-103(3)(a), and at least once each calendar year, the Authority shall establish the rate of the Emergency Telephone Charge, that together with any surplus revenues carried forward will produce sufficient revenues to fund the expenditures authorized by law.
- (c) **Use of ETC Funds.** Funds collected from the imposition of the Emergency Telephone Charge (the "ETC FUNDS") shall be spent solely as authorized by C.R.S. § 29-11-100.5, *et seq.*
- (d) **Handling of ETC Funds.** ETC Funds shall be handled pursuant to C.R.S. § 29-11-100.5, *et seq.* ETC Funds shall be credited to a cash account, apart from the general funds of the Authority or of any Party. Any ETC Funds remaining in such account at the end of the fiscal year shall be carried over in the account to the next succeeding year and used consistent with Section 3.02(c).

Section 3.03 Additional Authority. In order to enable the Authority to carry out its functions and provide the services described herein, the Authority hereby has the power and authority:

- (a) **Acquire Property.** To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- (b) **Adopt Rules and Regulations.** To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- (c) **Apply for Grants.** To apply for and receive grants in its own name;
- (d) **Conduct Business.** To conduct its business and affairs for the benefit of the Parties and their residents;
- (e) **Contract.** To enter into, make, and perform contracts of every kind;
- (f) **Engage Agents.** To engage, employ, or appoint agents, including accountants, architects, attorneys, consultants, employees, engineers, and managers, and to pay the direct and indirect reasonable costs of such agents for services rendered to the Authority;

- (g) **Insurance.** To purchase insurance;
- (h) **Legal Process.** To litigate, arbitrate, and/or mediate in its own name;
- (i) **Receive Contributions.** To receive contributions of gifts, grants, or services; and
- (j) **Additional Powers.** To exercise any additional powers or authority, not inconsistent with this Agreement, that are reasonably necessary in the Board's reasonable determination to carry out the intent of this Agreement.

Section 3.04 Restrictions on Authority. The Authority shall not have the power or authority:

- (a) **Debt.** To incur debt or obligations, unless the Authority has sufficient unencumbered cash in its possession to pay the same; or
- (b) **Eminent Domain.** To take property by eminent domain.

Article IV. OBLIGATIONS OF THE AUTHORITY

Section 4.01 Budget. Each year, the Authority shall prepare a budget in accordance with the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

Section 4.02 Distribution of Funds. No distribution shall be made from the funds of the Authority, including of ETC Funds, except by check and unless a verified invoice for goods or services actually delivered or rendered has been first submitted and approved for payment by the Authority. The Board may, however, approve payment of regularly recurring expenses without considering each such recurring expense.

Section 4.03 Investments. The Authority may invest any of its funds, including ETC Funds, only in accordance with any applicable laws governing the investment of public funds.

Section 4.04 Books and Records. The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions. The Authority's accounts shall be open to inspection at any reasonable time by the Parties, their attorneys, and their authorized agents.

Section 4.05 Audit. The Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public accountant licensed to practice in the state of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law, C.R.S. § 29-1-601, *et seq.* The Authority shall file a copy of the audit with the appropriate state office or offices and provide a copy to each Party upon request.

Section 4.06 Compliance with Law. The Authority shall comply with any applicable law or regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its determination, would carry out the intent of this Agreement while not violating the law.

Article V. TERM AND TERMINATION

Section 5.01 Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

Section 5.02 Termination. This Agreement may be terminated upon the agreement in writing of a majority of the Parties. Upon termination, the Authority shall continue to exist with the power necessary and to the extent necessary to make an effective disposition of the Authority's property.

Section 5.03 Termination of Participation by a Party. Any Party may terminate its participation in this Agreement by giving notice of termination to the Authority, provided that the notice is given at least one hundred and eighty (180) days before January 1 of any given year. Upon termination, the terminated Party shall be deemed to have forfeited all rights, title, and interest in and to any property acquired by the Authority.

Article VI. GENERAL PROVISIONS

Section 6.01 Amendments. Any amendment or addition to this Agreement will be effective only if in writing and approved and signed by the governing bodies of the County and of Trinidad and at least five (5) additional Parties to this Agreement.

Section 6.02 Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

Section 6.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

Section 6.04 Venue. An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Colorado. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

Section 6.05 Waiver of Right to Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Section 6.06 Independent Contractors. The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties or with the Authority. No Party will be liable for the debts, liabilities, or obligations of the other Parties or of the Authority. No Party is acting as the agent or partner of the other Parties or the Authority and no Party will hold itself out as such. No Party has the authority to bind the other Parties or the Authority.

Section 6.07 Force Majeure. No Party or the Authority will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, or civil strife.

Section 6.08 Entire Agreement. This Agreement states the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.

Section 6.09 Waiver. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

Section 6.10 Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.

Section 6.11 Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 6.12 Certain Rules of Construction.

- (a) **Numbered Sections.** Unless otherwise stated, a reference to any numbered Section or subsection will be construed as a reference to the entire Section or subsection so numbered, including any subsections thereof.

- (b) **Headings.** The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement.
- (c) **Certain Terms.** The terms “including” and “includes” will be construed as “including, without limitation” and “includes without limitation,” respectively.

[SIGNATURE PAGES FOLLOW]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

LAS ANIMAS COUNTY, ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
County Attorney

CITY OF TRINIDAD

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
City Attorney

TOWN OF AGUILAR

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

TOWN OF BRANSON

By:

Date Signed:

Name:

Title:

Approved as to legal form:

By:

Date Signed:

Attorney

TOWN OF COKEDALE

By:

Date Signed:

Name:

Title:

Approved as to legal form:

By:

Date Signed:

Attorney

TOWN OF KIM

By:

Date Signed:

Name:

Title:

Approved as to legal form:

By:

Date Signed:

Attorney

TOWN OF STARKVILLE

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

FISHER'S PEAK FIRE PROTECTION DISTRICT

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

HOEHNE FIRE PROTECTION DISTRICT

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

SPANISH PEAKS-BON CARBO FIRE PROTECTION DISTRICT

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

STONEWALL FIRE PROTECTION DISTRICT

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

TRINIDAD AMBULANCE DISTRICT

By: Date Signed:

Name:

Title:

Approved as to legal form:

By: Date Signed:
Attorney

EXHIBIT A

TERM	DEFINITION (OR CROSS-REFERENCE TO WHERE THE TERM IS DEFINED)
AUTHORITY	Section 1.01
BOARD	Section 2.01
CEO POSITION	Section 2.03(a)(i)
CGIA	Section 1.02(b)
DIRECTOR	Section 2.02
EMERGENCY TELEPHONE CHARGE	as defined in C.R.S. § 29-11-100.5, <i>et seq.</i>
EMERGENCY TELEPHONE SERVICE	as defined in C.R.S § 29-11-100.5, <i>et seq.</i>
ETC FUNDS	Section 3.02(c)
FIRST IGA	Recital A
SECOND IGA	Recital C

9



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Contract Amendment for SHF Grant – Monument Lake Fish Hatchery and Zoo (2013-M2-030)

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should approve the contract amendment as presented.

SUMMARY STATEMENT:

The contract amendment is to extend the project deadline by one year, to 3/1/16.

EXPENDITURE REQUIRED: NA.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad approve the contract amendment?

ALTERNATIVE: The City of Trinidad could decide not to amend the contract.

9

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M2-030 B

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated March 12, 2013, (the "Original Contract"), for SHF Project #2013-M2-030, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015000176, Contract Routing Number N/A Approved Waiver Form, dated March 12, 2013, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M2-030, dated March 12, 2013, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from April 15, 2015 to April 15, 2016.
 - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or April 1, 2015, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Print Name of Authorized Officer

Date: _____

WAIVER CONTRACT REVIEWER

Print Title of Authorized Officer

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
\\chs-db\gifts\Document\26103229.doc
Approval/Contract: Amendment/Time Extension Only

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables # A1 – A3 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$8,467 – Paid.
b. Progress Report # 1	Received 4/26/13	Reviewed
c. Progress Report # 2	Received 7/1/13	Reviewed
d. Progress Report # 3	Received 9/3/13	Reviewed
e. Progress Report # 4	Received 11/14/13	Reviewed
f. 1 st Interim Financial Report (Attachment 1). Deliverables #A4, B1 – B5 below must be reviewed and approved before 1 st Interim payment is made.	December 15, 2013 **	Review & Approve. 1 st Interim payment of grant award \$8,467.‡
g. Progress Report # 5	Received 12/31/13	Reviewed
h. Progress Report # 6	Received 3/6/14	Reviewed
i. Progress Report # 7	Received 5/13/14	Reviewed
j. 2 nd Interim Financial Report (Attachment 1). Deliverables #A5, B6 – B10 below must be reviewed and approved before 2 nd Interim payment is made.	July 15, 2014 **	Review & Approve. 2 nd Interim payment of grant award \$8,467.‡
k. Progress Report # 8	August 1, 2014	Not received
l. Progress Report # 9	October 1, 2014	Not received
m. Progress Report # 10	Received 11/25/14	Reviewed
n. Progress Report # 11	February 1, 2015	Review*
o. Progress Report # 12	April 1, 2015	Review*
p. Progress Report # 13	June 1, 2015	Review*
q. Progress Report # 14	August 1, 2015	Review*
r. Progress Report # 15	October 1, 2015	Review*
s. Progress Report # 16	December 1, 2015	Review*

t. Progress Report # 17	February 1, 2016	Review*
u. Final Financial Report (Attachment 1)	March 15, 2016 ***	Review & Approve. Final payment of grant award \$2,823.

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

‡ Payment may increase due to approval of contingency funds.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on April 15, 2016. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables.

Project Deliverables

Society Response

A1. Initial Consultation with SHF Historic Preservation Specialist and National Register Historian	Held
A2. Consultant Resume – Historian	Reviewed & Approved
A3. Subcontract Certification – Historian	Requirement Waived
A4. Draft National Register Nomination with all Attachments	On Hold
A4a. Draft National Register Nomination incl. all Attachments	Conditional Approval
A5. Consultation with OAHP National Register Historian	Held
A6. Final National Register Nomination with all Attachments	Reviewed & Approved
A7. Final National Register Nomination with State Review Board Revisions, if needed	Reviewed & Approved
B1. Initial Consultation with SHF Historic Preservation Specialist	Held
B2. Consultant Resume for Architectural / Engineering Services	Reviewed & Approved
B3. Subcontract Certification for Architectural / Engineering Services	Reviewed & Approved
B4. Historical photographs/documentation of areas affected by Scope of Work	Reviewed & Approved
B5. Before / Existing condition photographs of areas affected by Scope of Work	Reviewed & Approved
B6. Materials Testing, Analyses, & Results for adobe, stone, mortar, cement	Review/Comment and or Approve
B7. Report of aquaculture consultation for hatchery recommissioning	Review/Comment and or Approve
B8. Resume – Archaeologist	Review/Comment and or Approve
B9. Subcontract Certification – Archaeologist	Review/Comment and or Approve
B10. Copy of Design Development Set	Review/Comment and or Approve
B11. Interim Consultation with SHF Historic Pres. Specialist, if needed	Review/Comment and or Approve
B12. Construction Documents / Plans and Specifications	Review/Comment and or Approve
B13. Report of archaeological monitoring	Review/Comment and or Approve
B14. Project Summary Report	Review/Comment and or Approve



COUNCIL COMMUNICATION

10

CITY COUNCIL MEETING: February 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: City of Trinidad Parks and Recreation Advisory Board 2015 Master Plan

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: No action required.

SUMMARY STATEMENT:

This is the annual update of the City of Trinidad Parks and Recreation Advisory Board Master Plan. The plan will be updated again for 2016.

EXPENDITURE REQUIRED: NA.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad approve the plan?

ALTERNATIVE: The City of Trinidad could decide to not approve the plan.

10



City of Trinidad Parks and Recreation Advisory Board 2015 Master Plan

Preface

The Parks and Recreation Advisory Board Master Plan provides a framework to guide the City Council and City staff in the development of a parks and recreation system in the City of Trinidad. The Plan includes recommendations on and prioritization of specific projects that the City may undertake to implement this framework. The plan is not intended to limit the city exclusively to the specific projects and programs listed in the plan nor to their timing. It is intended instead that should opportunities arise (i.e. specific parcels of land become available or grant funding is available) which further the objectives of this plan, the city may choose to pursue those opportunities.

The funding of the recommendations contained in this plan was not considered at this time. The City Council will, through its budget process, determine the appropriate combination of existing city funds, growth impact fees, grant funds and general obligation bonds or tax levies.

Amendments to the plan can be considered annually, and a thorough review of Parks and Recreation Plans should be done every five to six years to ensure that the plan remains current and that it reflects the community's changing needs.

Acknowledgements

City of Trinidad

Audra Garrett, Interm City Manager

Louis Fineberg, City Planner

Dave Esquibel, Superintendent of Parks and Boulevards

Marty Velasquez, Superintendent of Sports and Recreation

Parks and Recreation Advisory Board

Diane Beach

Tim Crissler

Glenn Davis, Chair

Cherie Kollender

Pat Fletcher – Council liaison

Wayne Pritchard

Peggy Westmoreland

City Council

Joe Reorda, Mayor

Carol Bolton

Joe Bonato

Anthony Mattie

Michelle Miles

Pat Fletcher

Liz Torres

DRAFT

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1 INTRODUCTION

A parks and recreation system needs to be multifaceted. Some recreational needs require a quiet, serene setting, while others must provide the infrastructure necessary for large gatherings. Some activities need a specialized setting, such as a golf course, and some are best left in a natural setting.

To address this broad range of recreational needs and desires, the City of Trinidad relies on its Parks and Boulevards Department. While Trinidad has always had traditional parks and recreation facilities that offer amenities such as baseball fields, basketball courts, and even a children's fishing pond, the City has recently added many modern facilities including a skate park, disc golf course and an ever expanding trail system. Together, all of these items make the City's park and recreation diverse and unique.

Trinidad is located along the historic Santa Fe Trail and has been the center of activity within Southeast Colorado for many years. Ranching first brought many settlers to the area in part because of Trinidad's strategic location proximate to the rail lines heading over Raton Pass. It was coal, however, which became the region's primary industry in subsequent years. Trinidad is now in the process of diversifying its economy to improve its livability, integrating its magnificent open space with the historic infrastructure and embracing its emerging creative industries.

Trinidad is the most southerly Colorado city along Interstate 25 and is centrally located between Denver and Albuquerque. A Visitor's Center near City Hall and the River Walk draw many visitors throughout the year. In addition to the traditional parks and recreation system, Trinidad's history has created a wealth of attractions for visitors and locals alike. Trinidad presently has four museums that showcase history, art and local archaeology. In addition, there are numerous galleries and even a regional theater company. Trinidad is also located in the foothills of the Rocky Mountains, and has great access to both State and National recreation areas. Many opportunities for hunting, fishing and hiking can be found within an hour's travel from Trinidad.

Trinidad Lake State Park is located three miles west of Trinidad, nestled in the foothills of the Sangre de Cristo Mountains. The park contains 2,500 acres and offers a wide variety of activities. Ten miles of trails wind around the lake, and the 800-acre lake offers plenty of opportunities for fishing, boating, and other water sports. The San Isabel National Forest is located along the northwesterly boundary of Las Animas County. The national forest contains over one million acres and is home to many different animals including elk, mule deer, black bear, bighorn sheep, and wild turkey. Trinidad is also located within a short drive of some popular skiing destinations including Monarch, Wolf Creek, Taos, Red River and Angel Fire.

1.1 Purpose of the Parks and Recreation Master Plan

Trinidad adopted a Home Rule Charter in 1993. Pursuant to Section 8.6 of that document, a Parks and Recreation Advisory Committee was established. The committee is to be comprised of seven (7) members to be appointed by City Council. The committee is

charged with annually creating a Parks and Recreation Master Plan. This master plan is the result of a cooperative effort between citizens of Trinidad, the City Council, City Staff and the Parks and Recreation Advisory Committee.

Trinidad and the surrounding area will continue to change and evolve as the economy diversifies, and this in turn will put a greater demand on the existing facilities. It is important that our parks and recreation facilities keep pace with the community's needs. This plan is to be used as a guide for meeting both present needs and to help anticipate the future.

1.2 Goals and Objectives

The following goals and objectives were developed based upon the existing parks and recreation systems found throughout Trinidad and the surrounding area, outreach surveys of the general public, the input of the Parks and Boulevards Department and the Parks and Recreation Advisory Board.

The objective of this plan is to ensure that the elements defined herein recognize Trinidad's diversity with a mind toward protecting the City's past efforts and planning for its future recreational needs. These elements should also work to preserve the character of the single family residential neighborhoods; actively protect the natural resources and open spaces; offer an attractive and vital pedestrian-oriented city center; provide a network of parks, trails, open spaces and recreational facilities; and promote partnership with citizens and governments throughout the region.

Based on the above objectives, the goals set forth in this Master Plan are as follows:

- Support a parks and recreation system that serves the community by addressing immediate and short-term needs of existing parks, providing for long-term planning within the parks system, and ensuring that recreational facilities, programs and opportunities are accessible to all ages within the community.
- Explore and establish funding mechanisms for maintaining and upgrading existing facilities to a prescribed standard.
- Support the orderly development and operation of existing park land and support the acquisition of future park lands while preserving and protecting the natural resources found throughout the community.
- Review the working relationship among primary users and make sure that all stakeholders contribute to the maintenance and upkeep of parks and recreation facilities.
- Promote community interest and involvement in the acquisition, development and operation of the park and recreation system. This would include providing opportunities for volunteers and organizations to serve as "Friends of the Parks and Recreation Facilities".

2 NEEDS ANALYSIS

2.1 Trinidad Demographics

According to the 2000 census, the population of Trinidad was 9,078 people with 3,701 households, as shown on Table 1. The median age was 37.6 years of age, and the average household size was 2.36 persons. By the year 2010, the population of Trinidad was 9,078 people, with 3,701 households. The average household size was 2.36 persons with a median age of 38.9 years.

Table 1-Demographics

I. Population and Household Trends 2000-2010						
Characteristic	2000		2010		Change 1990-2000	Percent Change
Total Population	9,078		9,096		18	0.27%
Households	3701		3774		73	1.95%
Average HH size	2.36		2.31		-.05	-2.1%
Families	2,334		2,274		-60	-2.5%
Median Age	38.9		???			%
II. Population by Age 2000-2010						
Population by Age	2000	Percent	2010	Percent	Change 2000-2010	Percent Change
Under 5 years	588	6%	588	6%	47	8%
5 to 24 years	2,522	28%	2,522	28%	77	3%
25 to 44 years	2,199	24%	2,199	24%	80	4%
45 to 64 years	2,052	23%	2,052	23%	422	21%
65 years and over	1,717	19%	1,717	19%	-128	-7%
Males	4,363	48%	4,363	48%	297	7%
Females	4,715	52%	4,715	52%	201	4%

Source: U.S. Bureau of the Census

For the purposes of this master plan, the projected growth of Trinidad was based upon an average growth rate of 0%. This exponential projection was done to illustrate an order of magnitude to which the potential population may be by the year 2020.

The statistics discussed to this point have focused on the population of the City of Trinidad. However, the City also receives numerous tourists, many of whom use the park facilities. Trinidad is also the commercial and economic center of Las Animas County in addition to being the County Seat. Many families from around the County also avail themselves of the park and recreation facilities that are available in the City. City staff estimates that 25-30% of the participants in recreation programs are from outside of the

city limits.

This non-resident use does provide some benefits though the exact effect on the park and recreation system is tough to quantify. Their numbers are therefore not included in the level of service calculations, though their impact should continue to be monitored so as to make adjustments for future planning consideration.

2.2 Park Classifications

Not all park facilities are the same. Some parks are small, open spaces while others may contain specialized facilities such as playground equipment or a memorial. Still others contain a large combination of facilities. To better identify and compare parks within the larger system, a classification system was created as follows:

Mini Park

A mini park is the smallest park classification. These parks are often located in isolated areas, including landscaped areas within industrial or commercial zones and scenic overlooks. Typically these parks are between 1500 square feet to 2 acres.

Mini parks are often oriented toward active uses such as playgrounds, tennis courts, horseshoes and play fields. Passive uses, such as picnic areas, walking trails, and bird watching are also essential elements to the mini park system.

Neighborhood Park

Neighborhood parks are the most common element in the parks and recreation system. They are developed for both active and passive activities, and are generally for the residents within the service area.

The National Recreation and Parks Association recommends the neighborhood park to be between 5 to 10 acres in size. Due to Trinidad's smaller size and rural location, a size from 2 to 5 acres is the size recommended for Trinidad.

A primary reason for residents to go to a park is to have a pleasant outdoor experience. Therefore, neighborhood parks should be easily accessible and have aesthetic qualities that make the park enjoyable on every trip. Small, undesirable, leftover parcels within neighborhoods should be avoided.

There should be an even distribution of neighborhood parks throughout the city of Trinidad whenever possible.

Community Park

Community parks are the largest classification, ranging in size from 10 acres and up. These parks have a broader service area, and have a wider range of both active and passive activities. Community parks allow for group activities and allow for recreational opportunities that are not feasible in mini parks and neighborhood parks.

Trails and Linear Park

The trails and linear parks include open space, wildlife corridors, sensitive areas

(wetlands, steep slopes, flood plains, etc.), arroyos and stream corridors, and streetscapes. These create a network of open space throughout Trinidad and connect the community to its natural surroundings. The Purgatoire River should form the backbone of the overall trail system. Public access, such as trails and overlooks, should continue to be provided within and/or adjacent to these natural systems to enhance the public's access to Trinidad's natural resources while creating a balance between the desire for public access and the protection of the natural systems.

Since these facilities are often irregular in nature and can be expanded upon as opportunities arise, no size standard exists for this classification.

Special Use Parks

These parks cover a wide range of activities that are specific to that particular park. They can be small in size, such as tennis courts, or can be large such as Trinidad Municipal Golf Course, Monument Lake and Trinidad Lake State Park. Due to many variables, no size standard exists for this classification.

Summary of Park Classification

Shown in Table 2 below, each park classification is shown along with the general size ranges and the area to be served by each type.

Table 2-Park Classifications

Park Type	Size Range	Service Area	Key Feature
Mini Park	1,500 sf to 2 acres	1/4-mile radius	Located within neighborhoods. Picnic area, open space, front on one or more streets
Neighborhood Park	2 acres to 5 acres	1/2-mile radius	Easily accessible to neighborhood population, picnic area (pavilion if possible), open space, playground, basketball, multi-use courts.
Community Park	5 acres plus	2 mile radius	Recreation center, Softball/baseball fields, basketball courts, tennis courts, swimming pool, parking lot, restrooms, natural area, connection to trail system.
Trails and Linear Parks	No applicable standard	Varies	Built or natural corridors, such as utility rights-of-way, link other components of the park and recreation system.
Special Use	No applicable standard	Varies	Located within community.

Recreation Facilities

Recreation facilities should be linked to the trails system, as well as public and civic facilities, local neighborhoods, and schools. Outdoor and indoor recreational activities should primarily be provided at existing facilities. Recreational facilities can be stand-alone, but are often located within neighborhood or community parks and further enhance the overall aesthetics of those parks.

These facilities should be upgraded, whenever the opportunity and feasibility allows, meeting the highest quality practice and competitive playing standards and requirements for all age groups, skill level, and recreational interests on a year-round basis. Sustainable practices should be used in developing recreation facilities whenever possible.

Recreation Programs

A convenient, organized and easily accessible system of recreation programs should be provided for all age and income groups as well as those with physical and/or mental disability within the community.

2.3 Level of Service - Park System

Based upon the park classifications shown above, a tabulation of each park is shown in Table 3. A level of service is also calculated for each park classification and for the entire park system. The level of service is a ratio of a park's area or the number of recreational facilities to the population. This ratio is based on one thousand citizens. For example, if a community has 10,000 citizens, and 10 acres of park area, the level of service is 1.0, or 1 acre per 1,000 citizens.

Level of service estimates allows a community to have a relative measure of its services in comparison to other communities. It is also a useful tool to help in anticipating the future needs of a community.

Table 3-Existing Level of Service

* To be developed in the near future

PARK TYPE/FACILITY NAME	TOTAL ACRES	DEVELOPED ACRES	UNDEVELOPED ACRES	NON-CITY PERSONNEL CONTROLLED/ MAINTAINED
MINI PARK				
Victoria Square	0.48	0.48		
Ninth & Portland	0.47	0.47		
Miner's Memorial Park	0.13	0.13		
City Hall / C&S Train	0.34	0.34		
Pine & Willow Street Intersection	0.13	0.13		
Welcome Center	0.05	0.05		
Public Library	0.14	0.14		
Mini Park Total				
LOS (2000 census)	0.43	0.43		
NEIGHBORHOOD PARK				
Kit Carson Park	5.70	5.70		
Cimino Park	2.00	2.00*		
Los Ninos	3.43	3.43		
Neighborhood Park Total				
LOS (2000 census)	2.10	1.23	0.87	
COMMUNITY PARK				
Central Park	14.93	10.93		4.00
Boulevard Addition Nature Park		86.40		
Southside Park	51.37	28.31	23.06	
Community Park Total				
LOS (2000 census)	7.30	4.32	2.54	0.44
TRAIL AND LINEAR PARK				
Purgatoire River Walk System	4.85	4.85		1.42
Alta Ave. & Colorado Ave. ROW	1.18	1.18		
Downtown Plaza	N/A			1.42
Santa Fe Trail Sidewalk	0.23	0.23		
Trail and Linear Park Total				
LOS (2000 census)	0.85	0.69		0.16
LOS (2000 census)	0.09	0.09	0.00	0.00
PARKS TOTAL				
LOS (2000 census)	10.76	6.75	3.41	0.75

The level of service shown in Table 3 shows that Trinidad has an overall park area of 97.72 acres with a population of 9,078 people, which calculates to a overall level of service of 10.76. It should be noted that Monument Lake, containing 360 acres, North Lake, containing 840 acres and the Municipal Golf Course, containing 84.24 acres, were

not considered at this time for these calculations, since these parks are special use facilities that are currently leased to outside entities. Total developed park area totals are - total acres, with a level of service of -. Developed community parks contain 39.24 acres, with a level of service of 4.32, and developed neighborhood and mini-parks contain 14.99 acres, with a level of service of 1.65.

2.4 Desired Level of Service - Park System

Now that we have calculated the existing level of service, the next step is to recommend a desired level of service. A report was prepared in 2003 by RPI Consulting Inc, in conjunction with the Colorado Department of Local Affairs (DOLA), titled “State of Colorado Small Community Park and Recreation Planning Standards”. This report makes recommendations for park requirements for small communities that have a population of roughly 10,000 residents or less. Review of the most recent data available indicates that DOLA standards have not significantly changed in recent years.

The standards contained in this report were intended to specifically address the unique needs of smaller communities. This standard is intended to be a guide only and not as an absolute. The method offered in the report is to have a single park dedication standard of 14 acres per 1,000 citizens. Rather than using a park’s size, the recommended areas are based upon recreation activities. The summary of recommended park size is shown below in Table 4.

Table 4-DOLA Standards for Parks¹

Facility Category	Total Acres per 1,000 Citizens
Sports Fields (soccer, multi-use, baseball, football)	4.4
Courts (tennis, basketball, volleyball)	0.3
Outdoor Recreation (skate park, BMX, paved & dirt trails)	8.5
Leisure (playgrounds, picnic, general park land)	0.8
Other Recreational Facilities (swimming pool, hockey, outdoor events venue)	1.5

Based on a comparison of Table 3 and Table 4, Trinidad’s present level of service of is 24% below the DOLA standards.

¹RPI Consulting, Inc. State of Colorado Small Community Park and Recreation Planning Standards, pg 5

2.5 Level of Service - Park Facilities

Within each developed park are facilities, which give each park its own characteristics. Some parks may only contain single picnic areas or playground equipment, while other parks may contain a wide assortment of facilities.

Shown below in Table 5 are standards recommended to the City of Trinidad for its park facilities based upon a combination of the standards as reported in the 2003 DOLA report, community input and present levels of service.

Table 5-Standards for Parks Facilities¹

Facility Category	Park system Facility	Recommended Level of Service
Sports Fields	Soccer / Multi-Use Field	0.95
	Ball Field / Baseball, Softball	0.61
Courts	Tennis Court	0.97
	Basketball Court	0.91
	Volleyball Court	0.13
Outdoor Recreation	Small Skate park (7000 sq. ft. footprint)	0.16
	Full-Sized Skate park (17,000+ sq. ft. footprint)	0.06
	BMX Track (Standard ABA Certified)	0.16
	Paved Multi-Use Trail (per mile)	1.04
	Dirt/Gravel Multi-Use Trail (per mile)	2.33
Leisure	Playgrounds (per 3200 sq. ft. of fully developed area)	0.16
	Family Picnic Area	6.25
	Group Picnic Area (with shelter)	0.36
	Park Bench	7.69
Other Recreational Facilities	Swimming Pool (outdoor)	0.12
	Ice Hockey Rink (full-sized, refrigerated, covered)	0.10
	Outdoor Events Venue (per acre)	0.42

¹RPI Consulting, Inc. State of Colorado Small Community Park and Recreation Planning Standards, pg 15

2.6 Current Level of Service - Park Facilities

Table 6 lists an inventory of the present facilities located within the Trinidad Parks system. The level of service calculations shown in Table 6 are based on the 2010 census bureau figures.

Table 6-Current Level of Service

ACTIVITY/FACILITY	EXISTING UNITS	EXISTING OWNERSHIP	CURRENT LEVEL OF SERVICE
Baseball/Softball Field (adult)	3	(2) CITY (1) TSJC/THS Lease	0.3
Baseball/Softball Field (youth)	4	CITY /TSJC	0.4
Basketball Court (Outdoor)	4	CITY	0.4
Basketball Court (Indoor)	1	CITY	???
Soccer Field /Multi-Use Field	3	CITY	0.3
Playground	8	CITY	0.9
Recreation Center	1	CITY	0.1
Swimming Pool	1	CITY	0.1
Paved Trails (miles)	2.0	CITY	0.2
Skate Park	1	CITY	0.1
Tennis Courts	2	TSJC	0.2
Picnic table	35	CITY	3.9
Group Picnic Area (w/Shelter)	0	CITY	0.0
Bench	31	CITY	3.4

2.7 Meeting Future Needs

Helping to identify areas of need in the future is one of the objectives of the Master Plan. To assist in this process, the following tables show future needs based on the recommended levels of service. This is to help allow for ample lead in time to prepare for the fiscal considerations of implementation and ownership of future parks and park facilities.

Table 7 shows future needs based on the projected city growth from Table 1, and using the recommended level of service as shown in Table 5, extended to the years 2020 and 2030.

Table 7-Future Needs Based on Recommended Level of Service

ACTIVITY/ FACILITY	DOLA GUIDELINES		EXISTING UNITS	FUTURE NEEDS BASED UPON THE 2003 DOLA REPORT RECOMMENDED LEVEL OF SERVICE					
	UNITS PER POPULATION per DOLA GUIDELINES	LEVEL OF SERVICE		UNITS REQUIRED BASED ON 2000 POP.	CURRENT EXCESS/ (DEFICIT)	UNITS REQUIRED FOR 2010 POP.	2010 E/(D)	UNITS REQUIRE D FOR 2020 POP.	2020 E/(D)
Baseball/Softball Field	1 per 1,640	0.61	7	6	1	7	0	8	(1)
Basketball Court (Outdoor)	1 per 1,100	0.91	4	8	(4)	10	(6)	12	(8)
Soccer Field /Multi-Use Field	1 per 1,050	0.95	3	9	(6)	10	(7)	12	(9)
Playground	1 per 6,270	0.16	8	1	7	2	6	2	6
Recreation Center	(none given)	(none given)	1						
Swimming Pool	1 per 8,250	0.12	0.12	1	(0)	1	(0)	2	(1)
Paved Trails (miles)	1 per 960	1.04	4.0	9.4	(5.4)	11.3	(7.3)	13.5	(9.5)
Skate Park	1 per 6,410	0.16	1	1	(0)	2	(1)	2	(1)
Tennis Courts	1 per 1,030	0.97	2	9	(7)	11	(9)	13	(11)
Picnic table	1 per 160	6.25	35	57	(22)	68	(33)	81	(46)
Group Picnic Area (w/Shelter)	1 per 2,780	0.36	0	3	(3)	4	(4)	5	(5)
Bench	1 per 130	7.69	31	70	(39)	84	(53)	100	(69)

Table 8 shows future needs based on the same projected growth from Table 1, but this time showing the current level of service, as shown in Table 6, extended to the years 2010 and 2020.

Table 8-Future Needs Based on Current Level of Service

ACTIVITY/ FACILITY	EXISTING UNITS	CURRENT LEVEL OF SERVICE	FUTURE NEEDS BASED ON CURRENT LEVEL OF SERVICE			
			2020 POPULATION	2020 EXCESS/(DEFICIT)	2030 POPULATION	2030 EXCESS/ (DEFICIT)
Baseball/Softball Field (adult)	3	0.3	4	(1)	4	(1)
Baseball/Softball Field (youth)	4	0.4	5	(1)	6	(2)
Basketball Court (Outdoor)	3	0.3	4	(1)	4	(1)
Soccer Field /Multi-Use Field	3	0.3	4	(1)	4	(1)
Playground	8	0.9	10	(2)	11	(3)
Recreation Center	1	0.1	1	(0)	1	(0)
Paved Trails (miles)	4.0	0.4	4.8	(0.8)	5.7	(1.7)
Skate Park	1	0.1	1	(0)	1	(0)
Picnic table	35	3.9	42	(7)	50	(15)
Pavilion / Picnic shelter	0	0.0	0	(0)	0	(0)
Bench	31	3.4	37	(6)	44	(13)

It should be noted that even for facilities for which the recommended and the existing levels of service do not differ, projected growth would necessitate additional facilities by 2020 and 2030.

By using the recommended DOLA level of service, by the year 2020, if the population grows as projected, the city will need the following:

- (7) new soccer fields
- (6) new basketball courts
- (7.3) miles of new trails

By simply maintaining the existing level of service, by the year 2020, if the population grows as projected, the city will need the following:

- (1) new adult baseball/softball field
- (1) new youth baseball/softball field
- (1) new soccer field
- (2) new playgrounds
- (0.8) miles of new trails

2.8 Conclusions

One item of importance is that some of the needs of the park and park facilities can be met by using facilities not owned or maintained by the City of Trinidad. These include County owned, State owned, school district facilities and home owner/property owner associations.

Mutually beneficial agreements with said outside agencies could be pursued to both meet some of the goals of the parks department and to help with the fiscal responsibility of the City of Trinidad.

The levels of service calculations shown hereon are a subjective item. These are goals based on ideal conditions, but it should be left to elected officials to determine the community's actual needs and the fiscal reality of implementing this plan. This plan is meant to state recreational ambitions and objectives and to serve as a blueprint to work from for future development. It is also understood that any proposed increased level of service is a multiyear vision that is subject to the financial capacity of the City of Trinidad.

Some new facilities that should be planned and developed are Handball and racquetball courts, proper tennis courts, horseshoe pits, Frisbee court, Pickle ball and mountain & urban biking trails. Additionally, the addition of bike racks in the parks.

The design and the subsequent maintenance of a park and the related facilities are interrelated components of a park system. Both items play an important role when upgrading an existing park or developing a new park. The following recommendations are given to help assure that the City's Park system will meet the community's needs.

The design of a park should start by first determining the facility's intent. Whether the park is a mini-park to service the immediate neighborhood or a community park for the benefit of the entire city, the forethought of what that particular park is intended to accomplish goes into the planning process. Other steps are outlined below to help determine that minimum standards are being met to continue meeting Trinidad's growing needs.

3.1 Park Land

The City of Trinidad Subdivision Regulations have recently been revised and updated by City Staff. The subdivision regulations contain minimum standards for park land dedication in Section 14-2 B. (1), which recommends 1,000 square feet of park space per dwelling unit. Therefore, as per 2000 Census figures in Table 1, based on an average dwelling unit (ie. household) containing 2.36 persons, this would equate to a level of service of 9.73 acres per 1,000 persons. The recommendation made in the 2003 DOLA report as shown in Section 2.4 herein is 14 acres per 1,000 citizens, while the present level of service is 10.26 acres per 1,000 citizens. The minimum guidelines should be reviewed periodically to be certain that they are meeting the level of service that is desired by the community.

The subdivision regulations also contain certain standards including the amount of each park type to be dedicated based on the subdivision size. The subdivision regulations also provide for cash payment in lieu of dedication of land, as well as private park land in lieu of dedication of land. These alternatives allow for a certain amount of flexibility in the options available to both the City of Trinidad and the developer while continuing to provide the best park system possible.

3.2 Park Location

When a new park is proposed, the location is an important factor. To ensure that new parks are beneficial to the community, certain considerations can be taken into account when designing a park.

One factor is to determine if a certain park type is needed in that specific location. There would be no need to put 2 large neighborhood parks within a block of each other. Nor would it be useful to put parks too far apart and have entire neighborhoods with no park accessibility.

Access to a park is another factor that influences site selection. Parks should have enough street frontages or a dedicated parking area for all users to be able to readily access the park. It should also be easily accessible for the proper maintenance of the park.

The City's subdivision regulations also contain standards concerning parks that are encumbered by easements, drainages, detention ponds and other similar items. The Parks and Recreation Advisory Board recommends adopting these standards for all future park dedications.

3.3 Trees, Shrubs and Turf

One of the main aspects of a park is the vegetation including trees, shrubs and turf included within a park. Vegetation generally comprise the greater part of the surface area of a park, and will therefore make up a majority of the upkeep. These are also the areas where preventative maintenance and planning can be some of the most beneficial.

Trees provide many benefits to urban environments, some of which include providing sound buffers, reducing utility bills, reducing flooding, cleaning the air and providing wildlife habitats. To help address the present status of the trees within the community a Tree Board has been established by the City Council and is currently working to:

- Develop and update as necessary a long-range plan for the City's green infrastructure.
- Review, in cooperation with the Superintendent of Parks and Boulevards and the City Planner, annual plans for the City's urban forestry program.
- Advise the Mayor, City Council, City Manager and various departments on matters concerning the betterment of trees and related resources.
- Coordinate and/or conduct special projects for the betterment of the City's green infrastructure.

One method of continuing to provide for the park system is to make sure the park surface is in harmony with Trinidad's environment. If the park is to have turf, appropriate types of grasses and the soils that the grass is laid upon should be appropriate and native to the Trinidad area. Grasses that grow well in one area of the country, or even in another of Colorado, may not be the best suited to Trinidad. The same can be said for trees and shrubs that are to be placed in a park. Ensuring that trees and shrubs are native and / or compatible with the region can help to reduce the amount of water and fertilizer that needs to be used and the maintenance required to keep up the park.

The area immediately around trees and shrubs is another consideration. To reduce the amount of edging that is required, mulch can be used. By placing mulch with a distinct border, maintenance crews are able to mow directly up to the edge of the mulch, thus reducing the amount of time spent with trimmers. This also will help to minimize the damage to trees that can be caused by equipment. This is one method that can minimize the man hours spent maintaining a park.

3.4 Park Facilities

Once the park site has been selected, the next phase of the process is to determine what facilities to place within the park. Each park will be different, based on its size and the intent of the park. However, some standards could be adhered to so that each park, while

unique, will not create undue burden on the Park and Recreation Department.

Playground equipment is a common feature in most parks. Standardizing playground equipment is a method that could be employed to reduce maintenance and to create a citywide identity. When a new park or new playground is created, or when aged equipment is to be replaced, the City should consider choosing state of the art items that are easy to maintain, and offer a variety of options for the users. Wooden equipment should be avoided, as should any sharp angular surfaces.

The surface upon which the equipment sits should be made with safety in mind. Since most playgrounds require children to be at great heights relative to their size, a soft surfacing should be used. The sub-surface should be also designed to allow water drainage while discouraging weeds.

Restrooms are another important consideration in furnishing a park. An adequate number of restrooms should be supplied based upon the park's size and general use. The restrooms should be easily accessible, yet not distracting to the overall park experience. Restrooms should be designed based upon the size of the park it serves, and with ease of maintenance in mind. Design should also attempt to have as little impact on the surroundings as feasible. Solar and wind power are some alternatives for restroom design that can help to minimize the impact on the parks system. Handicap accessibility is another consideration in the design and placement of restrooms.

3.5 Park Accessibility

Access to parks for persons with disabilities is a factor in the design of a park and the park facilities. Some considerations to help make the park and recreation system accessible to persons with disabilities are shown below.

To promote wheelchair access walkway slopes should be designed to be less than 5% except in extreme circumstances. Handrails should be provided on hard surfaces that exceed 5%. Also hard surface access to play equipment, restrooms and certain picnic areas should be provided. This ensures that handicapped persons can have an enjoyable park and recreation experience.

The 1992 American with Disabilities Act is a law that applies to private businesses and local and state governments that covers many situations concerning the disabled. Due to the complexities of this law, a person with knowledge of this law should be consulted to ensure that new park construction or park rehabilitation meets or exceeds the requirements set forth in the ADA.

3.6 Park Appearance

One important aspect of the park system is the appearance of a park. An attractive park will lead to a more enjoyable experience. The appearance of our parks is also a reflection of the values of our community. Taking pride in our parks shows a commitment to bettering the quality of life within the community.

A unique, signature identity or logo can help to distinguish the parks and park facilities within Trinidad. By using this logo on park benches, tables, lighting and signage, the City can provide a brand for and sense of continuity and style to the park system. The logo used on the City of Trinidad vehicles and stationary is a prime example of this. The lighting style used throughout the Downtown area could also be extended into the park system. Choosing one or two paint styles will also help to give the parks system a definite identity, while reducing the number of colors of paints required to be on hand for the maintenance staff. Standardizing park facilities will help to reduce the repair and maintenance requirements for the park system.

Trees and shrubs are a primary part of most parks. Rather than placing trees randomly throughout a park or spreading them evenly over the entire park, placing them in clusters, either around the edges of a park or in irregular alignments, creates a meadow effect for the park.

Equipment is often necessary for a park including storage sheds, bear proof trash dumpsters and light poles. However these objects should be placed in inconspicuous areas when possible. Painting these items a dark color has been shown to soften their appearance, making them blend into the background.

3.7 Park Maintenance

Labor is a primary cost within the park system. It should then follow that efficiency is a very important consideration when looking into park maintenance. Methods to increase efficiency include using less labor-intensive methods, environmental friendly fertilizers (like humanure) reducing travel time, and alternatives to City controlled maintenance. The increased productivity will give positive returns that are of significant benefit to the City. Some suggestions are shown below.

As discussed above, by adding mulch around trees and shrubs, mowing can take place right up to the edge of the mulch, reducing the amount of time spent trimming. Mulch also creates an attractive border, which can be used to tie together trees and shrubs that are near each other. Mulch or pea gravel could also be used around picnic areas.

Adding a properly designed sprinkler system to parks is another labor saving process. If combined with a timer system, watering the parks can be done with much less labor, while watering can be done at times that are better suited to watering, such as evenings or early morning. Drip systems added to the system in conjunction with the mulch mentioned above could also produce a significant savings in the amount of water used by adding water directly where it is needed.

An adequate number of staff is recommended to be available for the proper maintenance of the park system. In addition to continuing to meet the present requirements of the present park space, as Trinidad and the associated park system continues to grow, the amount of personnel and equipment available should also be expanded to meet the increased demand. The addition of security and video surveillance systems should also be considered.

The equipment used to maintain the park system is very important. Having proper equipment will not only save time and energy but make the work safer for the personnel whose job it is to maintain the parks. Since the tasks required in maintaining a park are so many, a wide variety of tools and equipment should be at hand for the workers. Having the proper quantity and type of equipment can also save the amount of labor required to complete the tasks.

The safe use and maintenance of the equipment is also of paramount concern. Implementing training standards and a rigid maintenance schedule for the equipment will not only foster a safe working environment, but can save money in the long run by reducing down time related to injuries and equipment failures.

As mentioned above, standardizing of equipment and facilities will not only create a signature look to the Trinidad Park system but will help to reduce maintenance time and costs. By having similar equipment, the inventory of spare parts can all be standardized, repairs will be made easier due to the personnel being familiar with the equipment, and the interchanging of parts can be done with minimal effort.

Due in part to the drought in recent years and other factors, wildlife and human encounters have seemed to be increasing. Bears can be found rummaging through trash containers. One method of deterring the bears is to provide bear proof containers at City parks. This would offer some benefits including providing a certain safety factor to the parks. The bears would less likely be found in the vicinity of the parks, including the citizens and children who use the parks, if they are unable to get into the trashcans. Another factor would be the decrease in the amount of time and manpower spent by the City Police and Department of Wildlife personnel due to decreased human/bear contact. This may also help to inform the public to the benefits of bear proof containers to both the wildlife and the community as a whole, and therefore lead to others including these types of containers in their own backyard.

Alternatives may also be explored to assist with the maintenance of parks. One method is to have Property Owner's Association or Home Owner's Association (POA/HOA) to maintain open space and parks. Details of this type of agreement are covered in the City's subdivision regulations in Section 14-2 D.

An agreement with the school systems in the Trinidad area is another method that could help to meet a portion of the parks needs. Using school parks can help to meet the needs of a neighborhood that is lacking a park, especially in fully developed areas of the community. User agreements could include scheduled public use, even during school times, and standards and responsibility for maintenance.

The City of Trinidad should also continue to encourage the use volunteers as a method of assisting with park maintenance. Due to the limited resources available for creating new park facilities or the upgrading of existing facilities, volunteers are a means of providing additional personnel to expedite the process. The skate park and disc golf course are some examples of what can be accomplished when volunteers and the City of Trinidad work together with a common goal.

If desired, a more formal arrangement can be provided in the form of an Adopt-A-Park program. This program would allow a community group, service organization, school, business or individual to play an active role in helping to maintain a park.

The agreements could be arranged for a set period of time. Groups or individuals would volunteer time to pick up litter, paint picnic tables, plant and maintain flowers or trees, rake leaves or other items to help maintain the appearance of a park. In exchange the participants could get a sign in the park bearing the name of the group or individual who is maintaining the park, and the City could keep the public informed of the participants activities in the park. A plaque or certificate could also be given upon completion of the participant's commitment. Details concerning the agreement could be worked out regarding who supplies the materials, requirements regarding supervision of participants, and general safety rules regarding participants and facility improvements.

DRAFT

The creation and implementation of recreation programs are an essential function of the City’s Parks and Recreation Department. While parks and facilities are needed for the casual users and families, programs are the magnets to attract users into the parks on a regular basis. Programming is one method to get the best usage from park facilities and to provide the most benefit for the residents of Trinidad.

4.1 Existing Recreation

The City of Trinidad has had a recreation department since before 1920, with youth football, basketball and baseball making up the primary sports at that time. While those programs are still around, the range of programs offered has grown to include a wide array of activities from passive uses such as an arts and craft class to active uses such as skateboarding.

In the past the City’s Parks and Recreation Department handled the majority of the youth and adult recreation programs. However, some outside organizations run certain programs such as AYSO, which runs the youth soccer.

At the present time, the Trinidad Recreation Department offers the following programs:

Activity / Program	Age / Grade
Baseball	4 – 15 years
Football	K – 6 th
Girls Volleyball	4 th – 6 th
Basketball	K – 6 th
Co-Ed Volleyball	Adult
Women’s Volleyball	Adult
Co-Ed Softball	Adult
Men’s Softball	Adults
Swimming Pool Lessons	Youth 6 & up
Open Swim	All Ages
Open Gym	All Ages

The City’s staff manages the overall planning and coordination of daily recreation operations, programs, equipment, and budget for the entire Parks and Recreation Department. Administrative support is provided through City Administration, Legal, and Finance departments. Present staff responsibilities are extensive and will necessitate evaluation of availability of resources and funding over the next several years to assure adequate coverage.

The recreation programs rely on volunteers who make up a large portion of the coaches for each team, while City personnel supply the play fields, equipment, referees and umpires. The personnel are also on hand for every event, ensuring proper administration of all recreational activities. The City personnel are also in charge of maintenance of the equipment and the play fields.

The Parks and Recreation Department staff coordinate the rental of the Community Center. Some events held include teen night, birthday parties, business and civic meetings, and other group activities. The City's staff works to ensure that adequate supplies are on hand for participants and that the facilities are properly maintained and available.

4.2 Recreation Participation

The participation in recreation programs is monitored by the Recreation Department, and is shown in Table 9 below:

Table 9-Recreation Program Participation

*-open swim totals based on 90 days/year, open gym totals based on 200 days/year

Activity / Program	Facility Used	2012 Participation	2013 Participation
Baseball	Southside Park Ballfields and Central Park	170	300
Men's Softball	Southside Park Ballfields	120	140
Football	Central Park	96	250
Girls Volleyball	Community Center	60	100
Basketball	Community Center	340	340
Co-Ed Volleyball	Community Center	50	50
Women's Volleyball	Community Center	70	70
Co-Ed Softball	Community Center	unk	unk1
Swimming Pool Lessons	Swimming Pool	40	40
Open Swim	Swimming Pool	200 per day	250 per day
Open Gym	Community Center	30 per day	40 per day
Youth Soccer (from AYSO)	Los Ninos and others	400	400

Part of the large growth predicted in baseball, football, and basketball shown above is due to the City's Recreation Department taking over the programs that were once part of the YMCA. The other increases are the typical growth in participation seen from year to year.

4.3 Future Recreation Participation

In the same manner in which the park facility needs were projected into the near future based upon the population estimates shown in Table 1, we can also do the same with the City's recreation programs. Assuming the same demographics continue in the future, shown below in Table 10 are the 2013 participation numbers expressed as a percent of total population and then projected to years 2020 and 2030.

Table 10 - Recreation Program Participation Projections

The figures presented in the following table are meant for a reference only to help illustrate the increased use that the present facilities will sustain, but actual participation should continue to be monitored to show the actual trends of recreation participation.

Activity / Program	2013 Participation	2013 Participation as Percent of Entire 2000 Population	Participation per 2020 Population	Increase from 2013	Participation per 2030 Population	Increase from 2013
Baseball	300	3.3%	360	60	430	130
Men's Softball	140	1.5%	170	35	200	65
Football	250	2.8%	300	50	360	110
Girls Volleyball	100	1.1%	120	20	140	40
Basketball	340	3.7%	410	70	490	150
Co-Ed Volleyball	50	0.6%	60	10	70	20
Women's Volleyball	70	0.8%	80	10	100	30
Aerobics	100+	1.1%	120	20	140	40
Swimming Pool Lessons	40	0.4%	50	10	60	20
Open Swim	250 per day	2.8%	300	50	360	110
Open Gym	40 per day	0.4%	50	10	60	20
Youth Soccer	400	4.4%	480	80	570	170

4.4 Recreation Participation Comparisons

In the aforementioned DOLA 2003 publication titled “State of Colorado Small Community Park and Recreation Planning Standards”, average recreation participants per household were calculated. Initial examination of the present recreation participation in Trinidad appears to fall well below the levels present in other similar sized cities across Colorado. The reasons for the lower participation are something that should be examined closer.

However, if or when the participation numbers were to reach the levels as represented in the DOLA report, the increased demand could put a hardship upon the present facilities and personnel. Again, participation numbers should continue to be monitored so that these trends can be forecast and remedies taken before a situation arises.

4.5 Recreation Recommendations

Parks and Boulevards department personnel needs should continue to be monitored closely to ensure adequate maintenance coverage. With an anticipated increased participation in recreation programs the demand upon staffing will also increase.

A continued need for volunteers is essential for the recreation programs to maintain the growth predicted for Trinidad. The need for coaches, referees and personnel to head some of the programs will continue to increase, and encouraging volunteerism is a vital way of managing this growth.

A system should be in place to ensure that proper safety equipment and properly trained personnel continue to be present when recreation activities are happening. The present insurer for the City has not made any recommendations in this regard, which speaks well of the City staff in ensuring that accidents to date have been kept to a minimum. As more types of safety equipment such as defibrillators become readily available, the recreation department and the City should be proactive in maintaining a high standard with regard to the safety of all participants in the recreation programs.

Outdoor winter programming is one area that appears to be lacking at present. Although predicting the timing of snowfall and the quantity of snow is impossible, outdoor winter programming is still an option. An ice skating rink would allow many activities to take place including hockey and figure skating. At the present time, many resident utilize city streets or inappropriate areas of existing parks for sledding. A designated area or areas for sledding could also be considered to alleviate this problem. Organizing trips for youths to designated skiing areas could encourage increased participation in winter sports for many who may not have such opportunities.

5 IMPLEMENTATION RECOMMENDATIONS

The purpose of this section is to summarize the recommendations and to provide potential tools to achieve the vision set forth in this master plan. Specific recommendations for individual parks are covered in Section 6.

5.1 Administrative Recommendations

- The City should work to assure that park and recreation facilities are provided for all ages, abilities and user groups. The City should also work to establish partnerships and agreements with outside agencies, institutions and community groups to facilitate the management and development of recreational facilities as well as recreational programming.
- The City should work to strategically acquire, preserve and otherwise protect its green infrastructure and open space resources to help support the vision outlined in this plan including the development of parks, trails, natural open space, and/or other types of recreation facilities. The recreational development of open space should occur incrementally to meet current demand and avoid over-extending operations and maintenance allowances for parks and recreation facilities.
- The City should look at a variety of options and funding sources, taking full advantage of both traditional and new, creative approaches to financing parks, recreation and natural system facilities for every aspect of the park and recreation process.
- The City should monitor population trends to ensure that park and recreational needs are being met to the standards as set forth in the City of Trinidad Subdivision Regulations. Personnel issues within the entire Parks and Recreations Departments should also be monitored to provide adequate qualified staff to continue to maintain and operate the parks and parks systems at a high standard.
- The City should upgrade pedestrian connectivity in neighborhoods.
- The City should create and regularly update the park facilities inventory to reflect existing conditions.
- The City should establish clear mechanisms for interdepartmental and interagency coordination on park planning and design issues and to ensure consistency with the City's Master Plan.
- The Parks Department should develop and maintain a working relationship with the newly established tree board.

5.2 Design and Maintenance Recommendations

- The City should develop minimum maintenance standards for all parks and recreation facilities in order to establish a baseline for future facility development and to create added safety and security within existing facilities. Policing and enforcement of park regulations should be included in the overall maintenance and operations standards for the city.
- The City should create a unique logo to help distinguish the parks and park facilities within Trinidad. Use of this logo on park benches, tables, lighting and signage will give continuity and style to the park system. The logo used on the City of Trinidad vehicles and stationary is a prime example of this type of branding.
- The City should continue to design and update parks with an eye toward more efficient use of available labor. Alternatives to traditional labor practices should also be explored, including use of volunteers from business and service organizations, use of personnel from the local prison, use of persons required to do community service and outsourcing to contractors for larger projects.
- The City should consider establishing a dog park, which would serve to relieve other parks from the concentration of pets. Pet regulations should be enforced and bags provided for owners to pick up dog waste in parks. In addition, a public education and awareness program should be developed on pet regulations and pet citizenship in conjunction with area dog owners.

5.3 Recreation Recommendations

- Ensure that there is an adequate amount of personnel for all programs.
- Ensure that the types of programs and the amount of programs offered are relevant for the present population, including providing appropriate programs for male and female participants of all ages.
- Continue to promote volunteers in both the coaching and operation of the recreation programs.
- Continue to be proactive in maintaining a high standard with regard to the safety of all participants in the recreation programs.
- Look into increasing the outdoor winter sports programming, including possible creation of sledding and ice-skating facilities.
- Look into increasing other outdoor sports programming such as mountain and urban biking trails, as well as tennis, handball and pickle ball courts.

6 EXISTING FACILITIES

6.1 Parks Facility Inventory

PARK TYPE/FACILITY NAME	Average (Developed / Undeveloped)	Baseball/Softball Field (adult)	Baseball/Softball Field (youth)	Basketball Court (Indoor/Outdoor)	Soccer Field (Regulation / Youth-Practices)	Soccer Field (Regulation / Youth-Practices)	Skate Park	Playground	Miles of Trail	Drinking Fountain	Picnic Table	Picnic Pavilion	Bench	Bike Rack	Restrooms	Trash Receptacle	Water Feature	River Walk Accessible
MINI PARK																		
Victoria Square	0.48														1			
Ninth & Portland	0.47			1			2					2			1			
Miner's Memorial Park	0.13											3			1			
City Hall Park/ C&S Train	0.34									2					4			X
Pine & Willow Street Intersection	0.13																	
Welcome Center	0.05									4					2			
Public Library	0.14									3					4			
NEIGHBORHOOD PARK																		
Kit Carson Park	5.70						1	1	10					1	14			
Downtown Park	2.00																	
Los Ninos	3.43			1	2		2	1				2	1		9			X
COMMUNITY PARK																		
Central Park	14.93	1	2		1		2		2	7		2		2	22	X	X	
Southside Park	51.37	2	2				1	1.5	1	2				1	12			
TRAIL AND LINEAR PARK																		
Purgatoire River Walk System	4.85							2.0		3					4			X
Alta Ave. & Colorado Ave. ROW	1.18																	
Cimino Plaza	N/A											19			30			x
Santa Fe Trail Sidewalk	0.23							0.5										
SPECIAL USE PARK																		
Municipal Swimming Pool	0.81																	
Municipal Golf Course (leased)	84.24																	
Monument Lake (leased)	360.00																	
North Lake Lands (leased)	840.00																	

6.2 General Recommendations

1. The City should incorporate ADA accessibility elements into all park facility improvements whenever possible.
2. Since graffiti and other forms of vandalism of park facilities is a common and persistent occurrence, the City should investigate ways of mitigating the problem. Methods of mitigation might include the installation of video surveillance cameras, increased police patrols or both.
3. All unsecured trash receptacles should be replaced with bear-proof trash receptacles in all City parks.
4. Ensure that all playground equipment and other park facilities meet or exceed all public safety standards.
5. Improvements should be made with a view toward minimizing future maintenance to the greatest extent possible.

6.3 Mini Parks

6.3.1 Victoria Square

Location: West of Alta on between Victoria Lane and Victoria Square

Park Type	Mini Park
Size	0.48 acres
Parking	On-street parking
Play Structure	None
Picnic Facilities	1

This is a vacant park, containing a mostly grassed field. It is utilized by the immediate neighborhood.

Recommendations:

1. Provide additional picnic facilities and bear proof trash containers.

6.3.2 Ninth and Portland Street Park

Location: Intersection of Ninth St. And Portland St.

Park Type	Mini Park
Size	0.47 acres
Parking	On-street parking
Play Structure	1 newer play structure
Picnic Facilities	2 benches
Other Facilities	1 basketball court

This park has recently been upgraded with new playground equipment and new surfacing. The basketball courts are asphalt surfaced. This park is widely used within its neighborhood. Vandalism is an ongoing problem in this park, mainly in the form of graffiti.

Recommendations:

1. Erect a higher fence between the basketball court and the adjacent arroyo that lies to

- the west of the park to keep basketballs from going into the ditch.
2. Upgrade the surfaces of the park including the basketball court and the adjoining areas.

6.3.3 Miner’s Memorial Park

Location: Intersection of Main St. And Convent St.

Park Type	Mini Park
Size	0.13 acres
Parking	Off-street spaces shared with public parking / additional on-street parking
Play Structure	None
Picnic Facilities	2 benches
Other Facilities	Memorial, water fountain

This park is located in the downtown area. It contains a memorial dedicated to the memory of the region’s coal miners. The park also contains a fountain. Due to its proximity to the downtown area, many people utilize the park. The park is also utilized for downtown festivals.

Recommendations:

1. The City should work to incorporate the adjacent vacant building to the south into the park as a miner’s memorial museum or a similar use.

6.3.4 City Hall Park / C&S Train

Location: Animas St. adjacent to City Hall

Park Type	Mini Park
Size	0.34 acres
Off-Street Parking	Off-street spaces shared with City Hall parking with additional on-street parking
Play Structure	None
Picnic Facilities	2 tables
Other Facilities	Steam train, first city fire bell

The C&S Train is located next to City Hall. The Colorado and Southern Railroad donated the engine, the caboose and the passenger car to the City of Trinidad. This park also serves an educational park for the children to see what a steam engine looked like.



The park also contains the first City Fire Bell. In the wintertime, area school children help to decorate the tree by adding their own personal decorations to the large pine trees located within the park. The park also contains amenities for dog walking and picnicking.

Recommendations:

1. Monitor the sprinkling system to ensure proper coverage of the lawn surfaces.
2. Ensure the train and the surrounding areas are kept free of debris.

6.3.5 Pine and Willow Street Intersection

Location: Intersection of Pine St. and Willow St.

Park Type	Mini Park
Size	0.13 acres
Parking	On-street parking
Play Structure	None
Picnic Facilities	None

This park is located in an island in the street intersection. It contains a xeriscaped garden area. This park is an example of how xeriscape can be used to beautify small areas that are otherwise overlooked, covered in grass or weeds or paved over.

Recommendations:

1. No specific recommendations at this time.

6.3.6 Welcome Center

Location: Colorado Welcome Center at University St. and Nevada Ave.

Park Type	Mini Park
Size	0.05 acres
Parking	Off-street spaces shared with Welcome Center
Play Structure	None
Picnic Facilities	None

This park is located in the parking lot of the Colorado Welcome Center. It is provided for visitors who are visiting the Welcome Center. It consists mainly of 3 picnic tables and some small trees.

Recommendations:

1. No specific recommendations at this time.

6.3.7 Public Library

Location: Animas St. and Church St., across from City Hall.

Park Type	Mini Park
Size	0.14 acres
Parking	On-street parking
Play Structure	None
Picnic Facilities	1 bench

This park is located on the grounds of Carnegie Public Library. It consists of a lawn area and flowerbeds, and is jointly maintained by City Parks Dept. and library staff.

Recommendations:

1. No specific recommendations at this time.

6.3 Neighborhood Parks

6.3.1 Kit Carson Park

Location: Kansas Ave. on south to Topeka St. on North / San Pedro St. on West to Rosita St. on East

Park Type	Neighborhood
Size	5.70 acres
Parking	On-street parking - surrounded on all 4 sides by streets
Play Structure	Newer play structure and surfacing
Picnic Facilities	10 tables
Other Facilities	Bandshell, statues



The facility is a developed park consisting of an open lawn, a bandshell and a playground. The park also contains many mature trees, which add to the appeal of the park. It is used for family picnics, concerts and in the winter is used for sledding. The park also has a large statue of Kit Carson. The park contains many picnic tables and a newly built restroom facility. Victorian period lighting was also recently added to the park in keeping with the theme of the park and the downtown area.



Recommendations:

1. As lighting is added and/or replaced, the Victorian period lighting or similar style of lighting should be added.
2. Continue to monitor the health of the turf to ensure proper treatments are applied for the health of the lawn and to properly minimize the weeds.
3. The historic bandshell is in dire need of repair and should be a high priority.

6.3.2 Cimino Park

Location: Convent St. and Elm St.

Park Type	Neighborhood
Size	2.00 acres
Parking	On-street parking
Play Structure	Newer play equipment
Picnic Facilities	Tables
Other Facilities	A water play feature

This park is located adjacent to the Riverwalk and the Purgatoire River. The park contains a large lawn, water park, bocce ball courts, a playground facility and other ancillary amenities. This park is quite popular for its size and requires extra maintenance.

Recommendations:

1. No specific recommendations at this time.

6.3.3 Los Ninos Soccer Complex

Location: Chestnut Street and Elm Street

Park Type	Neighborhood
Size	3.43 acres
Parking	On-street parking; also has off-street, but undefined parking
Play Structure	Newer play structure and surfacing
Picnic Facilities	None
Other Facilities	1 regulation soccer field, 1 practice field, and 1 basketball court

Los Ninos Soccer Complex was built in 2002 and provided Trinidad with a close to regulation soccer field. A smaller practice / youth soccer field was also designed as part of the complex. It also contains a new playground including climbing facilities, and contains 1 basketball courts. A grass picnic area is also located within this park along with restroom facilities. This park is directly adjacent to the Riverwalk, which adds to the character and accessibility of the park. Although it was not intended to be a dog park, the facility is widely used by dog owners to exercise their dogs.



Recommendations:

1. A parking area in combination with the River Walk should be considered either on Chestnut Street or adjacent to the Noah's Ark animal shelter.

6.4 Community Parks

6.4.1 South Side Park

Location: Jefferson Street

Park Type	Community Park
Size	51.37 acres (28 developed)
Parking	Off-street spaces in developed parking lot; also has a large off-street, but undefined gravel parking area near the ballpark.
Picnic Facilities	None
Other Facilities	2 lighted baseball/softball fields, 2 lighted youth baseball/women's softball fields, skate park, community center, disc golf course

South Side Park is the primary recreation facility in Trinidad. The whole park is used year around, from the baseball and softball fields in the summer to volleyball in the fall to basketball in the spring. The community center is a recreation facility that is utilized year around. In addition, the Skate Park has been a huge success. The park was named one of the top ten parks in the world according to Tony Hawk, a leader and pioneer in the skating community. This is quite an honor for the City of Trinidad and special thanks should go to those who helped to make the park a reality. It also says a lot about the staff of the Parks and Recreation department who continue to maintain and improve the park.

There are four lighted baseball/softball diamonds in South Side Park that are utilized for youth baseball, women's softball and adult softball. The TSJC women's softball team utilizes one of the fields for all of their practices and home games. The Holy Trinity Academy uses one of the baseball fields for their practices and home games. The ball fields also contain a concession stand and each field is equipped with portable seating areas.

The City's Community Center is also located at South side Park. It is used primarily as a gymnasium, where the adult and youth basketball programs, youth and adult volleyball programs and practice for area schools are held. The Community Center also has a meeting room, a kitchen, and both men and women locker room including shower facilities. It also houses the offices for the Parks and Recreation Department staff.

The Skate Park was a new facility built in 2003. This skate park is used by many people in the Trinidad area and is gaining in popularity. Expansion of the skate park was completed in 2006, with the addition of a restroom facility.



A proposal has been presented to City staff by a local group of BMX riders asking for an area within the city parks to place a bicycle racetrack. The Southside Park area could be a proper location for this sort of facility, as the bicycle and skateboard parks are similar in nature, and with the availability of parking and utilities, this locale seems to be a natural fit.

A 9-hole disc golf course was added in the spring of 2006. This course makes good use of

an otherwise vacant parcel within the Southside Park system.

A new outdoor swimming pool has been completed at the Southside Park, near the Community Center.

Additional facilities that have been suggested for the Southside Park include outdoor basketball courts, walking trails, outdoor sand volleyball courts, and horseshoe pits.

Recommendations:

1. Develop an overall plan for the entire Southside Park property and Community Center to ensure for the proper planning and placement of all future additions to the park.
2. Improvements should be made to the swimming pool, including enclosing it for year round access.
3. An additional 9-holes should be added to the disc golf course.
4. A new modern surface for the gymnasium floor in the community center should be considered.
3. Add an emergency phone box near the skate park similar to the one located near the entrance of the community center.
4. Connect the South Side Park with the existing trail system and the Riverwalk per the recommendations of the 2009 Trail Plan.
5. Construct a parking system with delineated parking, proper lighting and proper traffic flow throughout the entire complex to increase parking capacity and reduce the potential hazards associated with an undefined parking system.
6. Continue to place concrete within the ball field dugouts, increase the landscaping around the fields, and add some type of shelter from sun and rain for participants and spectators at the ball fields.
7. Add water fountains near the skate park and near the disc golf course.

6.4.2 Central Park

Location: Stonewall Street and San Juan Street

Park Type	Community Park
Size	14.93 acres (4 acres leased to TSJC)
Parking	Off-street parking near baseball field with on-street parking for remainder of park.
Play Structure	1 Newer play structure and surfacing / 1 older structure
Picnic Facilities	2picnic tables / 2 benches
Other Facilities	Lighted multi purpose open playing field, 2 acre pond, 1.5 miles of walking trails with fitness stations.

Central park is one of the oldest parks in Trinidad. It has been home to many different activities including ice-skating and it once housed a bandstand that held concerts.

The park contains a baseball field and stadium, which are currently under lease to Trinidad High School and Trinidad State Junior College. The baseball field is also used for other activities.



A 2-acre pond is also located within Central Park. The lake is used only for youth fishing and is stocked by Colorado

Parks & Wildlife. In recent years, there has been some upgrades to the shoreline, creating small fishing areas.

A paved trail system exists within and around the perimeter of the park. The trail consists of 1.5 miles of trails with ten fitness stations and is used year round.

A large open turf area is used for a variety of activities. The field is used by Trinidad High School for girl's varsity and junior varsity soccer, and for football practice in the fall. The park is used for the City youth football program and for the youth baseball and tee-ball programs. The area is also used by the community for events such the ACS Relay for Life program.

A new playground facility exists in the northeast corner of the park, while an older facility is located in the southwest corner near the lake. There are also many mature trees around the perimeter of the park.

Recommendations:

1. Continue to monitor the health of the turf to ensure proper treatments are applied for the health of the lawn and to properly minimize the weeds.
2. Replace existing bathrooms proximate to the playground equipment
3. Monitor the mosquito population that comes from the lake to keep the numbers to a minimum.

6.4.3 Simpson's Rest

Location: Northwest end of North Ave., overlooking Trinidad

Park Type	Community Park
Size	Undetermined
Parking	Undetermined amount

This is where the large lighted "TRINIDAD" sign is located. It is a popular overlook for locals and visitors alike. The facility is underutilized, in a state of disrepair and needs to be reclaimed by the City.

Recommendations:

1. Develop a plan for the restoration of the park.
2. Install surveillance cameras on the "Trinidad" sign to deter graffiti and other forms of vandalism.
3. Remove all graffiti from the rocks that border the site as well as the main monument.
4. Restore the monument and associated informational signage.
5. Enhance the park with designated parking, picnic tables, restroom facilities and educational signage.
6. Investigate the potential for creating a rock-climbing park on Simpson's Rest.
7. Ensure that the County grades the access road regularly. The City might also investigate the feasibility of improving and taking ownership of the road.

6.4.4 Boulevard Addition Nature Park

Location: Adjacent to Boulevard Street and Northwest of the River Walk

Park Type	Community Park
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Size	Approximately 90 Acres
Parking	Currently undetermined

The Boulevard Addition Nature Park was recently acquired by the City as its first nature park. Since the park has been acquired, the City has secured funding for the implementation of Section One of the Old Sopris Trail as outlined in the Old Sopris Trail Master Plan. Section One deals primarily with the development of the Boulevard Addition and includes the addition of a parking facility and trailhead with restrooms and information kiosks along Boulevard Street, connector sidewalks between the Boulevard Addition and Central Park, wayfinding signage, a pedestrian bridge connection to the existing River Walk, a low water crossing, scenic overlooks, wildlife blinds and approximately one mile of trail. The Old Sopris Trail will eventually extend the existing River Walk by an additional four miles along the Purgatoire River to the southern entrance to Trinidad Lake State Park.

Recommendations:

1. Since the Boulevard Addition is intended to be a nature park, it should be left in a natural state to the greatest degree possible.
2. Continue stream restoration work including enhancing the existing vegetation and removal of invasive species along the river corridor.
3. Continue the trout habitat improvement project adjacent to the Boulevard Addition.
4. The City should take advantage of GOCO's Paths to Parks grant program and other related initiatives to acquire the additional land necessary along the river corridor adjacent to the Boulevard Addition to complete the Old Sopris Trail.

6.5 Trail and Linear Parks

6.5.1 Purgatoire River Walk

Location: Along Purgatoire River from I-25 north to Kit Carson Bypass

Park Type	Trail
Size	4.85 acres
Parking	Small undefined lot at Linden Trail head
Picnic Facilities	3 Tables
Other Facilities	River overlooks

The Purgatoire River Walk is a trail system along the Purgatoire River, running a length of 2 miles from the Interstate 25 overpass through the center of Trinidad to the Kit Carson Bypass. The trail consists of a mix of concrete and asphalt surfaces. Both bikes and pedestrians use the trail. It has many existing amenities including picnic tables and many informational monuments, which highlight some of the history of Trinidad. The trail is in a continuing state of extension and revision, and has become a central feature in downtown Trinidad.



Recommendations:

1. Continue to extend the existing trail and add other trails leading to other park facilities, including the execution of the Old Sopris Trail Master Plan and the construction of stairs from Commercial Street to the River Walk from the Commercial Street Bridge.
2. Add park benches, trash cans, drinking fountains and improvements to the existing landscaping including adding planters and trees.
3. Continue stream restoration work including enhancing the existing vegetation and removal of invasive species along the river corridor.
4. The northerly end of the trail has been used by many motorized vehicles including motorcycles and ATVs. Additional patrolling of this area is suggested to prevent this from becoming more of a hazard to the pedestrians along the trail.
5. The large parking area adjacent to the trail proximate to Linden Avenue should be developed as a dog park facility with a defined parking area for both the dog park and River Walk.

6.5.2 Colorado and Alta Ave. Right of Way

Location: Within the median Colorado Avenue and Alta Avenue

Park Type	Trail
Size	1.18 acres
Parking	On-street parking

This open space is located in the median of Colorado Avenue and Alta Avenue. This area is a lawn surface that is contained within curb islands. Present plans for improvements include replacing the existing lawn by lowering the turf to a level below the top of the

curb, replacement of portions of the curb that are damaged, and replacing and updating the watering system to maximize water on the turf surface while reducing maintenance.

Recommendations:

1. No specific recommendations at this time.

6.5.3 Downtown Plaza

Location: Along Main and Commercial Street

Park Type	Trail
Size	Undetermined area
Parking	On-street parking
Other Facilities	Metal information signs, planters, and trees

The Parks department maintains trees and planters along along Main and Commercial Streets. The “park” contains 80 trees, 65 flower planters, and 19 benches that help to create a park-like feel to the downtown streetscape. The City has secured grant funding for the complete restoration of Commercial Street and extensive upgrades to Main Street including the replacement of all utilities, the resetting of the historic bricks, the creation of a pocket park at Plum and Commercial Streets, the addition of public street art, bringing all intersections and sidewalks into compliance with ADA standards, the replacement of street trees and many other upgrades.

Recommendations:

1. Continue to work with business owners to assist in the maintenance and upkeep of the planters and trees.
2. Add bicycle lanes connecting the Downtown Plaza to the City boundary along Highway 12, Highway 160 and the Santa Fe Trail.

6.5.4 Santa Fe Trail Sidewalk

Location: Santa Fe Trail from Main Street south to Adams St.

Park Type	Trail
Size	0.23 acres
Parking	None

This is a sidewalk that is maintained in the summer and winter by City Parks Department personnel. The walk is approximately 5 feet wide, and runs along both sides of Santa Fe Trail from the intersection of Adams Street to the intersection with Main Street.

Recommendations:

1. Add bicycle lanes along the Santa Fe Trail between the Downtown Plaza and the municipal boundary.

6.6 Special Use Parks

6.6.1 Monument Lake

Location: 36 miles west of Trinidad along Highway 12

Park Type	Special Use
Size	360 acres
Parking	Undetermined
Camping Facilities	50+ tent sites, 45 camper sites, motel rooms, 13 cabins
Other Facilities	Fishing, horseback riding



This recreational facility is located west of the City of Trinidad and is currently being operated pursuant to a lease agreement with a private vendor. It has a number of amenities including fishing, lodging, and camping areas.

The park once contained a zoo, a fish hatchery and a vacation resort. Presently there is a motel, cabins, restaurant and lounge. Rental boats are available and a small store for fishing and camping supplies is located along the lake.

Recommendations:

1. Develop permanent designated campsites and permanent fire rings to establish clear boundaries of tent sites. Also establish clearly defined roadways and limit vehicle traffic to said roadways and parking areas. This would increase safety by not having tents and cars parked in areas that might hinder travel throughout the park. This would also help with erosion due to decreased turf areas caused by tents and vehicle traffic.
2. The trees within the park especially near the camping areas consist of large trees that add to the character of the park. An inventory of the trees together with a plan for replacement of these trees should be developed as part of the long-term planning for the park.
3. Upgrade the roads and fences to a high standard for both ease of maintenance and to help delineate boundaries of both the roads and the property.
4. Implement a higher standard for the maintenance and upkeep of the facilities located within the park.
5. Improve and update the signage throughout the park.
6. Restore the fish hatchery.

6.6.2 The Municipal Golf Course

Location: Along Nolan Drive adjacent to I-25

Park Type	Special Use
Size	84.24 acres
Parking	Off-street parking, golf cart sheds.

The Municipal Golf Course is a nine-hole golf course built in 1914. The course is built into the natural terrain, offering many challenges and spectacular views of the Sangre De Cristo Mountains. With 18 different tee boxes, the course is a par 72, with a length of 6,160 yards.

Trinidad Municipal Golf Course is considered one of the top nine-hole courses in Colorado, and *Avid Golfer* magazine ranks it as one of the “ten hidden gems in the country”. The course offers a stocked pro shop, a self-serve driving range, practice green, and cart and club rentals. The grounds also contain on-site cart storage and a groundskeeper’s workshop.

The golf course is open to the public with memberships available. The Trinidad-Las Animas County Golf Association, consisting of 9 board members, leases the course from the City of Trinidad and is in charge of the management of the course.

Recommendations:

1. The City Tree Board should create a plan for the removal and replacement of dead trees.
2. With the recent drought and an added emphasis being placed upon the available water resources, this is an area where a pattern can be set for the entire park system. By continuing to work toward being as resourceful as possible with available water, the Golf Course can be an example of efficient water use and conservancy for other businesses and citizens.
3. Continue to improve the landscape adjacent to the course.
4. The Golf Course should continue to strive to be as fiscally independent from the City as possible.
5. Restore the tennis courts at the facility.
6. Investigate the possible addition of a miniature golf course facility on the property.

6.7 Parks by Outside Agencies

6.7.1 Holy Trinity Catholic School

Location: Church Street and Animas Street.

Park Type	Community
Size	2.0 acres +/-
Parking	Off street parking

This park is located within the campus of the Holy Trinity Catholic School. The facilities include a full size football field and a gymnasium. The football field is utilized for AYSO soccer, and is also used for some community events such as Santa Fe Trail Days.

The gymnasium is used by the Trinidad Recreation Department for youth league basketball practice and games.

6.7.2 TSJC Scott Gymnasium

Location: Near Pine Street on TSJC campus

Park Type	Special Use
Parking	Off street parking
Number of Courts	1 full size

The gymnasium is used by the Trinidad Recreation Department for youth league basketball practice and games.

6.7.3 Las Animas County Fairgrounds

Location: North Linden Ave.

Park Type	Community
Size	undetermined
Parking	Off street parking
Picnic Facilities	Picnic Pavilion

The Las Animas County Fairgrounds, located in north Trinidad off North Linden Street, were constructed in the early 1900s. Existing facilities include a rodeo arena, an outdoor arena, a racetrack, a 4-H barn, horse stalls, grandstand seating, a park area, office space, maintenance buildings, and parking. The fairgrounds are currently used for the annual county fair, which is held every summer and features livestock shows. The fairgrounds are also used for rodeos, horse shows, and horse races at other times of the year.

6.7.4 Las Animas County Courthouse South Lawn

Location: Along 2nd Street between Chestnut and Maple

Park Type	Mini-Park
Size	1.7 acres
Parking	On street parking

This park is located directly south of the Las Animas County Courthouse. It contains a large lawn area with many mature trees.

6.7.5 TSJC Tennis Courts

Location: Along 4th Ave. Near Pine Street

Park Type	Special Use
Size	1.4 acres
Parking	On street parking
Number of Courts	2 full size tennis courts

This park is owned and maintained by Trinidad State Junior College. This is the only functional tennis facility in Trinidad at this time.

6.7.6 TSJC Xeriscape Park

Location: Pine Street and State Street

Park Type	Mini Park
Size	0.70 acres
Parking	On street parking

This park is a xeriscape park that is owned and maintained by Trinidad State Junior College. This park was built in 2004, highlighting an example of a flowering garden using plants that are suited for Trinidad's environment. It is also a good example of what can be done with a former building site, turning an empty lot into something beneficial to the community.

6.7.7 TSJC Sander's Field

Location: Broom Street and State Street

Park Type	Mini Park
Size	1.6 acres
Parking	20+/- Off street parking / On street parking
Park Facilities	1 youth/practice football/soccer fields

This park consists of 1 open field, separated from Centennial field by State Street. This park is used mainly for youth football and soccer.

6.7.8 Trinidad School District Centennial Field

Location: Broom Street and State Street

Park Type	Mini Park
Size	1.6 acres
Parking	20+/- Off street parking / On street parking
Park Facilities	1 youth/practice football/soccer fields

This park consists of an open field, separated from Sander's field by State Street. This park is used mainly for youth football and soccer.

DRAFT

This report respectfully submitted,

_____.

_____.

_____.

_____.

_____.

Parks and Recreation Advisory Board Members

Dated _____.

DRAFT



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: February 10th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE:

SUBJECT: Amendment of Professional Services Agreement with SGM for the Commercial Street Project to include final design and construction documents for the Plum Street Pocket Park

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should approve the request.

SUMMARY STATEMENT:

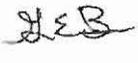
A request to amend the professional services agreement with SGM for the Commercial Street Project Plum Street Pocket Park construction documents.

EXPENDITURE REQUIRED: \$1,995 estimate.

SOURCE OF FUNDS: CIP and will apply to the local grant match requirement.

POLICY ISSUE: Should the Council approve the contract amendment?

ALTERNATIVE: The Council could decide not to approve the contract amendment.

DATE: February 5, 2015
TO: Louis Fineberg – City Planning Director
FROM: Gerald E. Burgess, P.E. 
SGM Inc.
RE: Plum Street Pocket Park – Additional Services

Louis,

Per our past conversations, SGM has retained the services of Margaret Loperfido (Sprout Studios) to provide landscape architectural design services. We sent you her estimate for services in December. At that time, nobody really knew if the Pocket Park at Plum Street would become a portion of our current Commercial Street project.

In hindsight, I could have included a cost estimate to create construction drawings for the selected concept in our December request. We really do not like having to request fees for additional services and when we do, we prefer to only have to do so once. I suspect that the City feels the same way.

In December, we estimated Sprout Studios fees to be \$3500.00. We believe that this amount is already in the budget.

In order to include the selected design into the current project bid documents, we estimate SGM's additional fees at \$1995.00. Fees include work necessary to detail plans to a constructible level and additions to the bid docs.

If you have any questions or need additional information please contact Matt or I.

Thank you,

Jerry