



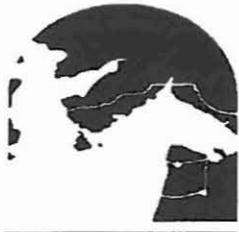
**CITY OF TRINIDAD  
TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,  
will hold its regular Work Session on Tuesday, February 25, 2014 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. Introduction of Parks & Recreation Advisory Committee applicant
3. Colorado Department of Transportation roundabout discussion
4. Monument Lake 2014 Plan of Operation review
5. Review of grant matrix
6. Discussion of other agenda items

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



## COUNCIL COMMUNICATION

2

**CITY COUNCIL MEETING:** February 25, 2014  
**PREPARED BY:** Audra Garrett, City Clerk  
**DEPT. HEAD SIGNATURE:**  
**# OF ATTACHMENTS:** 1

**SUBJECT:** Introduction of applicant for the Parks & Recreation Advisory Committee

**PRESENTER:** Audra Garrett, City Clerk

**RECOMMENDED CITY COUNCIL ACTION:** Consider the applicant

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Advertisement was made previously seeking applicants to fill the vacancies as required by ordinance.

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The vacancies for boards have been advertised numerous times. Some interest was expressed and subsequent appointments made.
- Tim Crisler submitted a letter of interest for the Parks & Recreation Advisory Committee and is qualified to fill one of the two remaining vacancies.
- The Parks & Recreation Advisory Committee is one board required by the City's Home Rule Charter.
- The Committee is planning to meet on March 17<sup>th</sup>, so it would be great to have a full board or as close to a full board as possible for that meeting.

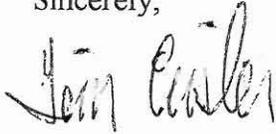
2

Tim Crisler  
809 E. Third St.  
Trinidad, CO 81082

To: Mayor Joe Reorda and Trinidad City Council

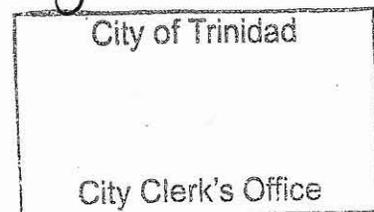
I would like to take this opportunity to inform you of my interest in one of the recently vacated seats on the Recreation Advisory Board. If you would find me a suitable candidate for consideration, I would be happy to share my interest and qualifications at your earliest convenience.

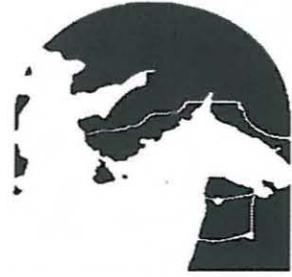
Sincerely,



Tim Crisler  
719-845-0000

*verified voter  
registration + residency*





CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 25, 2014  
**PREPARED BY:** Karen Wolf, Assistant Planner  
**DEPT. HEAD SIGNATURE:**   
**# OF ATTACHMENTS:** 1

3

**SUBJECT:** CDOT Roundabout at University and Nevada

**PRESENTER:** Louis Fineberg, Planning Director / CDOT

**RECOMMENDED CITY COUNCIL ACTION:** Not applicable

**SUMMARY STATEMENT:** CDOT proposal to install a roundabout at the intersection of University & Nevada Streets.

**EXPENDITURE REQUIRED:** Not applicable.

**SOURCE OF FUNDS:** Not applicable.

**POLICY ISSUE:** Not applicable.

**ALTERNATIVE:** Not applicable.

**BACKGROUND INFORMATION:**

- CDOT will present more information on the plans for the roundabout.

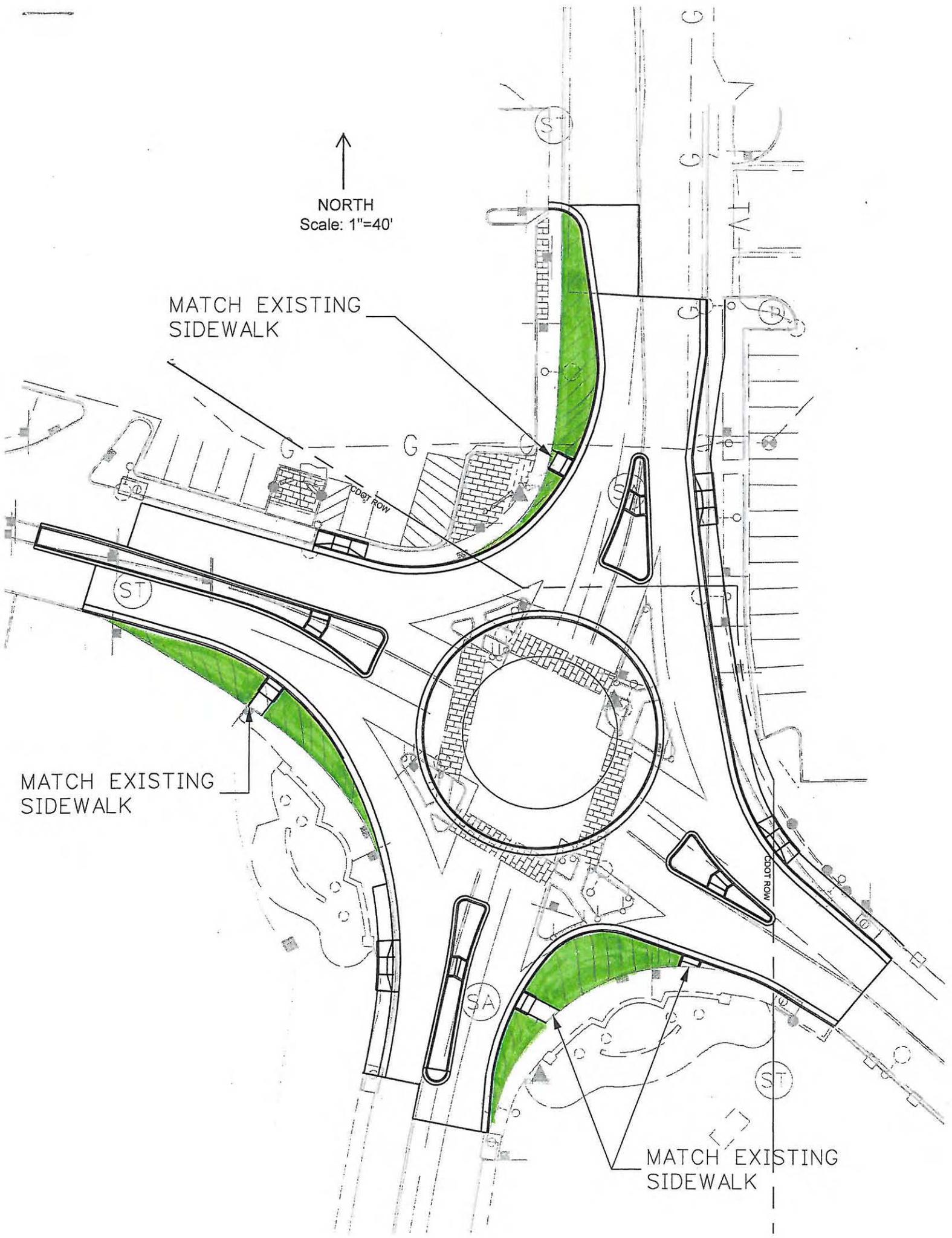
3

NORTH  
Scale: 1"=40'

MATCH EXISTING  
SIDEWALK

MATCH EXISTING  
SIDEWALK

MATCH EXISTING  
SIDEWALK



4



CITY OF TRINIDAD, COLORADO  
1876

## Council Communication

City Council Work Session: February 25, 2014

Prepared: February 19, 2014

Dept. Head Signature: Tom Acre

# of Attachments: 3

**SUBJECT:** Monument Lake Resort Operations Proposal for 2014

**Presenter:** Mike Robb, Westland Resources

**Recommended City Council Action:** This is provided for background information and City Council to provide input to the City Manager and Westland Resources regarding any modifications to the 2014 Operational Proposal. Mr. Mike Robb with Westland Resources will be available to answer questions regarding Monument Lake Park Operation and the 2014 Operations Proposal.

**Summary Statement:** The City of Trinidad owns Monument Lake Park and entered into a lease agreement with Westland Resources, LLC in March 2008 for the operation and maintenance of Monument Lake Park. Westland Resources submits an operation proposal to the City for review and approval each year by February 1<sup>st</sup>. The City Manager has 30 days to provide input to the Lessee based on input from City Council. At this time, the City Manager does not have any recommended changes to the 2014 Operational Proposal.

**Expenditure Required:** No expenditure is required at this time for the operation proposal presented by Westland Resources. However, the Trinidad Water Department has budgeted the following for Monument Lake Park Improvements which are considered outside of the scope of Westland Resources' responsibility under the contract between the City and Westland Resources.

**Monument Lake Treatment Plant**

- Pipe/Pump/Motor Replacements \$7,500
- Water Meter Equipment \$1,000

**Monument Lake Wastewater Treatment Plant**

- Plant Improvements: Chemical Feeders, etc. \$15,000
- Pump/Motor Replacements \$ 7,500
- Chemical Feeder \$ 4,000

**Monument Lake Park Area Improvements:**

- Bathhouse Construction/RV Dump Station Upgrade \$357,000
- Building Improvements - Roof \$ 5,000
- Roadway Improvements (South Campground) \$ 1,300

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**Source of Funds:** Water Department Capital Outlay Budget

**Policy Issue:** Operation and Maintenance of Monument Lake Park

**Alternative:** City Council could provide input to the City Manager requesting modification to the 2014 Operational Proposal.

**Background Information:** The City of Trinidad and Westland Resources, LLC entered into the lease agreement on March 4, 2008. The initial term of the lease is for 10-years with two consecutive additional 5-year extensions. The lease calls for annual lease payments of \$30,000 per year which the City agreed to waive in exchange for the funds being used for repair and restoration of the Monument Lake Park facilities. In addition, Westland Resources, LLC is required to commit an additional 1% of gross sales above \$1,000,000 for capital contribution to the repair and restoration. The City receives an accounting each year of the expenses related to the capital improvements and repairs made at Monument Lake Park.

A copy of the lease agreement and the first amendment to the lease are attached.

MONUMENT LAKE RESORT  
OPERATIONS PROPOSAL  
2014

WESTLAND RESOURCES. LLC  
JANUARY 31, 2014

**OPERATIONS PROPOSAL  
MONUMENT LAKE RESORT  
2014**

Opening day: May 16, 201

Closing day: September 14, 2011 (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

\$75.00 per day 2 person boat

\$45.00 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](http://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 ENFORCECEMENT**

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 2013 is \$2968.00. These funds will be used for installation of campground improvements, and conservation devices and practices.

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 will be completed this spring.

## **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.

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.

Buff and refinish floor in restaurant as well as table tops will be coated with epoxy finish.

Appendix

2014 RENOVATIONS AND REPAIRS PROJECTIONS

1/31/2014

Upgrade full service RV spaces electric and sewer	\$ 16,000.00
Restaurant/ add service counter	\$ 5,000.00
Refinish floor restaurant	\$ 625.00
Refinish tables restaurant	\$ 1,700.00
Road Base	\$ 1,500.00

TOTAL 2014 Renovations \$ 24,825.00

Balance of Lease end 2013 \$ 37,034.99

Balance of Lease end 2014 \$ 12,209.99

2013 Actual renovations

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/Plumbing 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

REIMBURSEMENT JOURNAL  
 MONUMENT LAKE RESORT  
 WESTLAND RESOURCES, LLC

2008

Date	Check #	Description	Amount	To Date LT
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 100% reimbursed	\$ 119.04	\$ 58,079.54
30-Jun				\$ 116,159.08

2009

Date	Description	Amount	To Date 09	50% Reim	To Date LT
5/28/2009	Topar fee tube	\$ 246.96			
	Big R Horseshoes curtain 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
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	\$ 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
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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

# QUOTE



**TUNDRA** .COM  
RESTAURANT SUPPLY  
Bringing *SMOOTH* To The Table

PO Box 20670  
Boulder, CO 80308-3670  
Ph 800.447.4941 Fax 800.447.4881

QUOTE DATE	02/01/13
QUOTE NO.	50085203-00
P.O. NO.	
PAGE #	1

CUSTOMER #: 86143

BILL TO: Robb Michael  
4789 Hyw 12  
Weston, CO 81091

SHIP TO: **Robb Michael**  
**4789 Hyw 12**  
**Weston, CO 81091**

INSTRUCTIONS	SLS REP OUT	TAKEN BY	SHIP VIA	SHIPPED	TERMS	PLACED BY
	999	Mco	Truck		CIA	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	IR6G36T 72" RANGE W/ GRIDDLE LP GAS HIGH ELEVATION 8600 FT 36" GRIDDLE ON LEFT THERMOSTATICALLY CONTROLLED (2) STANDARD OVENS W/ CASTERS LIFTGATE REQUIRED THANK YOU MARTY X7121	1			EACH	6116.64	6116.64
1	Lines Total					Total	6116.64
						FREIGHT OUT	635.00
						Taxes	177.38
						Invoice Total	6929.02

*Pd  
3-21-13  
ck H 12/15*

Last Page

Pricing valid up to 30 days from quote date on all inventory items. Pricing on non-inventory items are subject to change without notice. Final pricing on non-inventory items will be determined when an order is placed. We know you have a choice of who to contact, and we Thank You for choosing Tundra Specialties.



CINTAS FIRE PROTECTION  
 P.O. BOX 50246  
 COLORADO SPRINGS, CO 80949  
 (719)590-9191 \* (719)590-9949 fax

Work Order : 19450 for Month :  
 Customer : Location : GOF47  
 Terms : Route : 26  
 PO Number :

Date : 3/2/13 Time in :  
 Travel time: Time out :

Job Address:

Manurint Lake resort  
 4789 County Rd 12  
 Weston Co. Wyo

Bill to:

Qty	Item	Description	Unit Price	Item Amount
1	Partss	Parts	684.12	684.12
1	labass	labor	711.27	711.27
1	Al260	h-class	2.00	2.00
1	50	Service call	45.00	45.00

pd check # 1219

SIGNATURE: [Signature]

NAME (PLEASE PRINT): \_\_\_\_\_

SUBTOTAL: 1640.39  
 TAX: 21.64  
 TOTAL: 1666.03

PLEASE DO NOT PAY FROM THIS WORK ORDER AN INVOICE WILL BE SENT

By signing this document, I hereby represent I have the authority to enter into this Contract on behalf of my employer. The Customer's Authorized Representative, by his/her signature, acknowledges that all work has been completed and this work is subject to the Terms and Conditions indicated on the reverse hereof.

Recreation Begins With...

# JAMESTOWN ADVANCED PRODUCTS CORPORATION



2855 Girls Road, Jamestown, NY 14701

Telephone: 716/483-3406 • Toll Free: 800/452-0639 • Facsimile: 716/483-5398

www.jamestownadvanced.com



Trash Receptacles \* Lantern Holders \* Bike Racks \* Animal Resistant Products \* CityScape \* Dumpsters

## I N V O I C E

NUMBER 48411

DATE 5/06/13

TO

Monument Lake Resort  
4789 Hwy 12  
Westland Resources  
Weston CO 81091

SHIP TO

SAME

PH 719/868-2226

TERMS

SHIP VIA

SALESPERSON

PAGE

VISA / MASTERCARD

United Parcel Service

1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	21-223S2 30/30/20 SURFACE MNT	115.00	115.00
1	Freight Charges	41.00	41.00
1	PAID - MASTERCARD - THANK YOU!!!	156.00-	156.00-
Total			.00

NOTICE: NO CLAIMS FOR SHORTAGES AFTER 30 DAYS

*RV Power Box*

# SNAPLOCK INDUSTRIES

# PACK

Order Number: 0025011  
Customer Number: MONUMEN



Order Date: 5/7/2013  
Salesperson: SC

Sold To:  
MONUMENT LAKE RESORT  
MIKE ROBB  
1626 HAYES  
Trinidad, CO 81082

Ship To:  
MONUMENT LAKE RESORT  
MIKE ROBB  
4789 HWY 12  
719-868-2226  
Weston, CO 81091

Confirm To:  
TELEPHONE #:

Customer P.O.	Ship VIA	DUE DATE	Email Address	Terms	
	UPS	5/7/2013		CREDIT CARD	
Location	Item Code	Unit	Ordered	Shipped	Backordered
CRBGE	CROSSRIB TILE BEIGE	EACH	216.0000		

*Plastic floor cover tiles for Bath house*

**PWS - The Laundry Company**

**Order #958183**

**Billing Address**

Mike Robb  
 1626 Hayes  
 Trinidad, CO 81082  
 United States  
 719-868-2226

**Shipping Address:**

Mike Robb  
 1626 Hayes  
 Trinidad, CO 81082  
 United States  
 719-868-2226

**My Order**

**Product**

Quantity	Price	Total
1	\$17.36	\$17.36

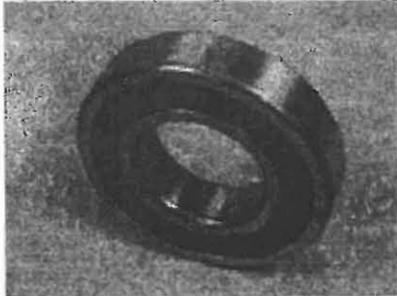
Unimac #M413922P Dryer BEARING  
 BALL-6208 PKG  
 AL-M413922P



**Laundry Parts**

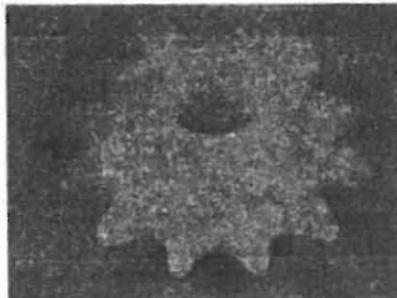
Huebsch #M413921P Dryer BEARING  
 BALL-6207 PACKAGED  
 AL-M413921P

1	\$17.16	\$17.16
---	---------	---------



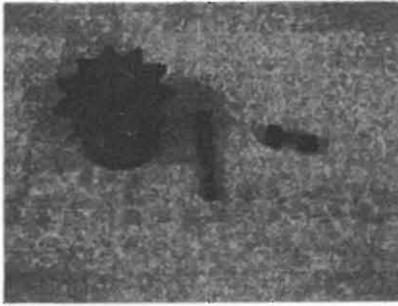
Huebsch #M401369P Dryer SPROCKET  
 CHN TAKE UP-NYLON PKG  
 AL-M401369P

1	\$1.56	\$1.56
---	--------	--------



Huebsch #M401365P Dryer SPROCKET  
 11 TEETH-SINTERE PKG  
 AL-M401365P

1	\$7.04	\$7.04
---	--------	--------



Speed Queen #M4322P3 Dryer KIT IDLER	1	\$13.00	\$13.00
TT 166 13			
AL-M4322P3			



### Laundry Parts

**Shipping Method:** Free Ground Shipping

Subtotal: \$56.12

**Total: \$56.12**

### Payment Information

Visa: XXXX XXXX XXXX 2345

### Questions

Are you a new customer?

yes

If you DO NOT require a signature for receipt of shipment, Enter "No Signature Required", otherwise leave blank. You will be responsible for any items with disputed delivery if you indicate "No Signature Required".

no  
signature

FedEx Priority Overnight Orders Only - Is Saturday Delivery Required?

Your comments and suggestions to serve you better:





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

CUST NO: 90725    JOB NO: 000    PURCHASE ORDER: 11019 CFI    REFERENCE: FAUCET STEMS    TERMS: NET 10TH    CLERK: 37    DATE / TIME: 5/20/10 0:02

SOLD TO:  
WESTLAND RECORDED  
1626 HAYES

SHIP TO:

DUPLICATE: 5/10/12

TERMINAL: 554

ORDER: 454954

TRINIDAD    CO 81082  
845-9464

SALESPERSON: 37 TB  
TAX: 001 DEFAULT TAX CODE

**INVOICE: 110484**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1					20463 OVI STEMS W/ RIN GOLD MEG part# 20463			38.38	00.00
					<i>Water faucet replacement core restaurant</i>				

AMOUNT CHARGED TO STORE ACCOUNT 38.38

TAXABLE 38.38  
NON-TAXABLE 0.00

TAX AMOUNT 2.48

TOTAL 38.38

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

F & Z ENTERPRISES, INC.  
 aka M & M PLUMBING CONTRACTORS

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

*Pd 6-10-13*

CUSTOMER'S ORDER NO.		PHONE		DATE		
				<i>6/10/13</i>		
NAME						
<i>Monument Lake Resort</i>						
ADDRESS						
<i>417 89 Hwy 12</i>						
<i>Monte Vista CO 81091</i>						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
	<i>Call out to replace</i>					
	<i>water heater in</i>					
	<i>basement</i>					
<i>1</i>	<i>1/2" copper 1/2" outside elbow</i>				<i>5.30</i>	<i>5.30</i>
<i>2</i>	<i>1/2" black steel elbow 3/4"</i>				<i>8.00</i>	<i>16.00</i>
<i>3</i>	<i>1/2" union with elbow 3/4"</i>				<i>2.80</i>	<i>8.40</i>
<i>1</i>	<i>1/2" brass tee</i>				<i>4.40</i>	<i>4.40</i>
<i>1</i>	<i>1/2" brass 3/4" flange</i>				<i>4.00</i>	<i>4.00</i>
<i>1</i>	<i>1/2" union 3/4"</i>				<i>6.50</i>	<i>6.50</i>
<i>1</i>	<i>1/2" T x F union 3/4"</i>				<i>12.00</i>	<i>12.00</i>
<i>1</i>	<i>1/2" galvanized elbow 3/4"</i>				<i>2.00</i>	<i>2.00</i>
<i>1</i>	<i>1/2" Y 1/2" union 3/4"</i>				<i>2.00</i>	<i>2.00</i>
<i>1</i>	<i>1/2" vent union 3/4" galvanized</i>				<i>2.50</i>	<i>2.50</i>
<i>11</i>	<i>1/2" pipe 40'</i>				<i>3.10</i>	<i>34.10</i>
<i>29</i>	<i>3/4" pipe</i>				<i>4.00</i>	<i>116.00</i>
<i>5'</i>	<i>3/4" pipe fitting</i>				<i>2.00</i>	<i>10.00</i>
	<i>brass equipment</i>					
RECEIVED BY					TAX	<i>245.00</i>
					TOTAL	<i>930.15</i>

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

7141

Thank You

**P & Z ENTERPRISES, INC.**  
**dba M & M PLUMBING CONTRACTORS**  
 619 East 9th  
 Trinidad, Colorado 81082  
 (719) 846-3217

CUSTOMER'S ORDER NO.		PHONE		DATE	
NAME <i>Monument Lake Resort</i>					
ADDRESS <i>4799 Hwy 12 Weston CO 81091</i>					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOUSE RETD.
QTY.		DESCRIPTION		PRICE	AMOUNT
			<i>Order from [unclear]</i>		
<i>2</i>			<i>Emergency 1 1/2 inch [unclear] 3/4" x 5/8"</i>		<i>1060.42</i>
RECEIVED BY					TOTAL
					<i>1060.42</i>

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

7203

*Thank You*

# REDWING ELECTRIC, INC.

(719) 640-9033 Fax  
325 East Colfax Street  
Trinidad, CO 81082

## INVOICE

DATE	INVOICE NO.
6/12/13	1041

<b>BILL TO</b>
Monument Lake Resort 4700 Hwy 12 Weston, CO 81091

<b>JOB ADDRESS</b>
Monument Lake Resort 4700 Hwy 12 Weston, CO 81091

<b>P.O. NO.</b>	<b>TERMS</b>	<b>DUE DATE</b>
	Net 10	7/7/2013

DESCRIPTION	QTY	RATE	AMOUNT
06/10/13 - Went to camp site #10 & #12. Found bad GFCI and 30Amp Receptacle burnt. Replaced the GFCI on the pedestal. Used 20amp weather duplex receptacle, 20amp gpo breaker, 20amp weather duplex receptacle.	1	65.00	65.00
Zinsco GFCI Breaker and 2each 2pole 20Amp GFCI Zinsco Breakers.			
06/12/13 Electrical material, 30amp 125v flush mount PV receptacle, 20amp gpo breaker, 20amp weather duplex receptacle		76.02	76.02
06/12/13 Shop materials		0.22	0.22
Sales Tax		6.90%	5.31

*Pd 7/23/13  
#21968*

**ORDER SUMMARY**

SOLD TO

MONUMENT LAKE RESORT  
Weston, CO 81091

SHIP TO

MONUMENT LAKE RESORT  
Weston, CO 81091

**National Hospitality Supply**  
10660 N. Executive Ct.  
Mequon, WI 53092

CUSTOMER NO.: 30103  
PAYMENT TYPE:   
PROCESS:   
SHIP VIA: FEDEX

7-14-13

ITEM	QTY ORDERED	QTY SHIPPED	DESCRIPTION	U/M	STATUS	PRICE
WYQ01	4	4	180 ct. White Madras Flat Queen 90"x90"x12" dz	DZ		\$516.00
WYQ02	4	4	180 ct. White Flat Queen 90"x110" dz	DZ		\$508.00
WYB03	4	4	180 ct. White Pillowcases Standard 42"x36" dz	DZ		\$95.80
FE000 02	10	10	Polar Fleece 90"x90" Queen Blanket - Tan	EA		\$169.50

BACKORDERED ITEMS ARE TEMPORARILY UNAVAILABLE BUT ARE DUE ON THE DATE SHOWN.  
IF YOU HAVE ANY QUESTIONS, PLEASE CALL CUSTOMER SERVICE AT 1-800-526-8224.

MERCHANDISE	TAX	SHIPPING	HANDLING	MISC.	DISCOUNT	CASH	CHARGE	BALANCE

**RETURN/EXCHANGE FORM**

CUSTOMER NO.:  
ORDER NO.:  
PROCESS:

PLEASE COMPLETE, SEE REVERSE SIDE FOR REASON CODES

REASON CODE	QUANTITY RETURNED	ITEM	DESCRIPTION	COLOR	SIZE	PRICE
			<i>Linen</i>			

FROM

FROM: **National Hospitality Supply**  
10660 N. Executive Ct.  
Mequon, WI 53092

TO

**National Hospitality Supply**  
10660 N. Executive Ct.  
Mequon, WI 53092

TO:

**CUSTOMER RETURN LABEL**

UPS/FedEx Only

**ORDER SUMMARY**

**National Hospitality Supply**  
 10660 N. Executive Ct.  
 Mequon, WI 53092

CUSTOMER NO.:  
 PAYMENT TYPE:  
 PROCESS:  
 SHIP VIA:

S  
O  
L  
D  
T  
O

S  
H  
I  
P  
T  
O

ITEM	QTY ORDERED	QTY SHIPPED	DESCRIPTION	U/M	STATUS	PRICE

BACKORDERED ITEMS ARE TEMPORARILY UNAVAILABLE BUT ARE DUE ON THE DATE SHOWN.  
 IF YOU HAVE ANY QUESTIONS, PLEASE CALL CUSTOMER SERVICE AT 1-800-526-8224.

MERCHANDISE	TAX	SHIPPING	HANDLING	MISC.	DISCOUNT	CASH	CHARGE	BALANCE
1,269.00	0.00	49.74		50.00	0.00		0.00	1,368.74

LEMONS SAND & GRAVEL, L.L.C.

& SUPPLY'S LANE'S ARLING SUPPLY

PHYSICAL ADDRESS: 700 S. 2400 E. MAIN STREET

MAILING ADDRESS: 7400 E. MAIN STREET

TRINIDAD, COLO. 81000-2763

DATE: 7/16/13

PHONE: (303) 296-0549

CUSTOMER ID: 41334

FAX: (303) 296-4470

TO: Mike Robb

DELIVERY ADDRESS:

CITY:

STATE:

CITY:

CASH:

QUANTITY:

DESCRIPTION:

CODE:

AMOUNT:

26.55 ton Class 6 950 252.23

deliv.s/chg  
delivery

35.31

72.00

7.31

2.9%

366.85

PAID  
#1727

Wt+kt 15432

LEMONS SAND & GRAVEL, L.L.C.

& SUPPLY'S LANE'S ARLING SUPPLY

PHYSICAL ADDRESS: 700 S. 2400 E. MAIN STREET

MAILING ADDRESS: 7400 E. MAIN STREET

TRINIDAD, COLO. 81000-2763

DATE: 7/18/13

PHONE: (303) 296-0549

CUSTOMER ID: 41334

FAX: (303) 296-4470

TO: Mike Robb

DELIVERY ADDRESS:

CITY:

STATE:

CITY:

CASH:

QUANTITY:

DESCRIPTION:

CODE:

AMOUNT:

38.55 ton Class 6 950 366.23

deliv.s/chg  
delivery tax

10.62

51.27

144.00

2.9%

572.12

PAID  
#1727

Wt+kt 15932-15933

REDDING SAND & GRAVEL, LTD.

4 SERVIC'S LANDING AVENUE, SUITE 101

REDDING AIRPORT, REDDING, CALIF. 96001

TELEPHONE (916) 241-1111

DATE 7/17/13

TO: REDDING SAND & GRAVEL, LTD.

BY: Mike Robb

Monument Lake

CITY:

STATE:

ZIP:

CLASS:

TYPE:

QUANTITY

DESCRIPTION

PRICE

AMOUNT

24.05 Ton Class 6

dober's chg  
dober's chg

950 228.48

3199

7200

2.9% 663

33810

004441 15438

#1227

**PAYED**

For more than 20 years, we've been providing the highest quality sand and gravel products.

800-233-0000

TEL

41341

**LEONIC SANDS & CRAVANT, I.A.C.**

**& SERG'S LANTANA ARTING SUPPLY**

PHYSICAL ADDRESS: 254 E. 700 E. CLEVELAND  
 MAILING ADDRESS: 250 E. BEAUFORT ST.

TRINIDAD, COLOMBIA 1997 8/1/13

PHONE (719) 546-0340  
 CREDIT (719) 546-4100  
 FAX (719) 546-0605

to **Mike Robb**

Monument Lake

YOUR ADDRESS

CITY

BILLING ADDRESS

CITY

CASH

QUANTITY

DESCRIPTION

TYPE

AMOUNT

23.6 ton Clamb

9.50

224.20

2.9%

6.50

delivrs/chg-  
 delivery

31.39

7.00

334.09

WHLT 15497

Business Hours: Mon-Fri 9:00-5:00, Sat 9:00-12:00, Sun 10:00-12:00

ORDER: 1997-1376

NO 41382



**ELECTRIC, INC.**  
 (713) 846-7115 Fax  
 225 East Beckwith Avenue  
 Dallas, TX 75228

# INVOICE

DATE	DUPLICATE
TERMS	100%

**CLIENT**

10000000000000000000  
 10000000000000000000  
 10000000000000000000  
 10000000000000000000

**JOB ADDRESS**

10000000000000000000  
 10000000000000000000  
 10000000000000000000  
 10000000000000000000  
 10000000000000000000

QTY	UNIT	DESCRIPTION

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
<p>10000000000000000000</p> <p>Found Ring side of the Federal was pulled out of the bin and the          breaker was broken. NOTE: was replaced with a new 10000000000000000000          breaker. (NOTE: the breaker was replaced and the breaker was          replaced with a new 10000000000000000000. Installed the breaker          side breaker on the Federal and checked all the results of working          good. NOTE: These problems are a result of damage and need to be          replaced.</p> <p>NOTE: We have applied a DISCOUNT for the breaker. Please note          that these breakers are not available any longer and we do not have          breakers that we have in stock. These breakers are broken and we          strongly suggest they be replaced with yours.</p>	1		10000000000000000000	10000000000000000000
<p>10000000000000000000</p>	1		10000000000000000000	10000000000000000000
<p>10000000000000000000</p>	1		10000000000000000000	10000000000000000000

*Handwritten note:*  
 R  
 CK# 22203  
 12/04/13  
 [Signature]

**Total** 30000000000000000000

**NEWING**  
**ELECTRIC, INC.**  
 1770 S. 40th St.  
 101 East 20th Avenue  
 Denver, CO 80202

# INVOICE

DATE	INVOICE NO.
9/22/13	1099

<b>CLIENT</b>
Drummond Lake Resort 4700 Hwy 12 Steam, CO 81001

<b>JOB ADDRESS</b>
Drummond Lake Resort 4700 Hwy 12 Steam, CO 81001 303.754.9774-2126

<b>P.O. NO.</b>	<b>TERMS</b>	<b>DUE DATE</b>
	Net 10	9/22/2013

DESCRIPTION	QTY	RATE	AMOUNT
1307-10 2 cond mig, rd GFCI in bathroom, base and checked and took hand fall, all recept. checked for a load on them.	2	15.00	30.00
1207-10 20' by 10' 12' floor from breaker, replaced and checked work	1	200.00	200.00
1207-10 Replaced several 1/2" long brass breakers single pole	1	34.95	34.95
1207-10 Replaced several 1/2" long brass breakers double pole	1	81.00	81.00
1207-10 2000 AMP 200 AMP 200 AMP 200 AMP	1	42.00	42.00
1207-10 We have applied a DISCOUNT to the above 3 items as we have been in your area before and we are going to give you a final break on our end as we are finally we strongly suggest that you contact us again.			
1207-10		5.00	5.00
<b>Total</b>			<b>\$493.95</b>

*PAID  
 10-1*

Drummond Lake Resort 303.754.9774

Print This Page

Thank you! Your order has been placed.

An email confirmation will be sent to you. We'll process the order as soon as your payment method is approved.

Order Number: 4477513-4777517

Ship

Mike Robb  
1520 Hayes  
Trinidad, CO 81082

Ship Via: / Arrives by: Fri, Nov 13



Michael V Robb Bed in a Bag Bedding Set  
Size: Queen

Qty	Price
1	\$42.88

Order Summary

Subtotal ( 13 items )	\$648.44
Shipping	Free
Tax	\$44.74
<b>Order Total</b>	<b>\$693.18</b>

Payment Method

Ending in 3027  
Expires 05/18  
Michael V Robb  
1520 Hayes, Trinidad, CO 81082  
(719) 846-2007

*Bed sets for Cabins*

Invoice No.

2

WESTLAND RESOURCES, LLC

# INVOICE

**Customer**

Name City of Trinidad  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

**Misc**

Date 12/1/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
35	Installation of 35 FIRESAFE camp stove and fire pits installed on 3x3 concrete pads	\$ 705.00	\$ 24,675.00
1	Repaired vandalism cabin 311 replaced door and all hardware repaired wind damage store door	\$ 286.29	\$ 286.29

SubTotal	\$ 24,961.29
Shipping	
<b>TOTAL</b>	<b>\$ 24,961.29</b>

**Payment**

Select One...

Tax Rate(s)

Comments

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

*Insert Fine Print Here*

*Insert Farewell Statement Here*

## 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.





PHONE: 719/846-2257  
233 East Main St. • P.O. Box 91 • Trinidad, CO 81082-0091  
FAX: 719/846-7142

NOW

PASSBOOK

MMDA

CERTIFICATE

ACCOUNT NO.:

DATE	DEPOSIT	BALANCE
------	---------	---------

<u>Date</u>	<u>Time</u>	<u>Teller</u>	<u>Record</u>
03/04/2008	16:52:14	12	18
ACCOUNT NUMBER	OPN AMOUNT		BALANCE
01 800103449 5	\$50,000.00		\$50,000.00

WESTLAND RESOURCES LLC  
MICHAEL VERNE ROBB AUTH SIGNER  
1626 HAYES  
TRINIDAD CO 81082

**Westland Resources, LLC**

1626 Hayes  
Trinidad, CO 81082

February 29, 2008

Mr. Mike McMillian  
Century Savings and Loan  
233 E main Street  
Trinidad, CO 81082

Dear Mr. McMillian:

I request the opening of a business checking account in the name of Westland Resources, LLC. This account is to be designated as a trust account. This account will contain funds that will be utilized for the sole purpose of satisfying the lease agreement which my company is entering into with the City of Trinidad. A copy of that agreement will be provided to you upon its execution.

Century savings and Loan has no legal obligation to monitor this account for the City of Trinidad. Westland Resources, LLC will provide the City with copies of monthly statements and advise them of deposits or disbursements.

Sincerely,



Michael V Robb  
Westland Resources, LLC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2008

**PRODUCER**

GRIEGO INSURANCE AGENCY  
 PO BOX 112  
 Trinidad, CO 81082  
 (719) 846-9871

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC#**

**INSURED** WESTLAND RESOURCES, LLC  
 MONUMENT LAKE / RESORT  
 1626 HAYES  
 TRINIDAD, CO 81082

INSURER A: CAPITOL INDEMNITY INS CO  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CP01222498	03/05/08	03/05/09	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
A		LIQUOR LIABILITY	CP01222498	03/05/08	03/05/09	WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 PER OCCURAN \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**REVISED CERTIFICATE:**

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

**CERTIFICATE HOLDER**

CITY OF TRINIDAD  
 P.O. BOX 880  
 TRINIDAD, CO 81082  
 ATTN: CITY CLERK

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Edward L. Griego*

## 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 17<sup>th</sup> 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)



# CENTRAL STATES ROOFING COMPANY

SINCE 1924

QUOTATION OF October 20, 2008 FOR:

Monument Lake Resort  
4789 Highway R  
Weston, Colorado 81091

We propose to furnish materials and perform work described and priced as follows:

1. Asphalt Built-Up Roofing.
  - a. Furnish and install insulation two layers of 2.5" ISO insulation and one layer of 1/2" cover board all set in hot asphalt.
  - b. Roof slope for drainage is assumed to be in the accomplished by the existing building structure.
  - c. Furnish and install five plies of premium ply VI fiberglass felts all set in hot asphalt.
  - d. Flood coat completed roof with asphalt including imbedded gravel surfacing.
  - e. All flashings will be done in accordance with manufacturer's specifications.
  - f. A 20 year manufacturers warranty is included.
  - g. See below for exclusions.
2. Section 07591 - Preparation For Re-Roofing.
  - a. Remove existing built-up roofing to existing deck and haul off all debris.
  - b. Any and all building or deck repairs will be an extra cost on a time and material basis.
  - c. See below for exclusions.
3. Section 07620 - Sheet Metal Flashing And Trim.
  - a. Furnish and install new cap flashing at perimeter parapet wall.
  - b. Color to be selected from manufacturer's standard colors offered.
  - c. All metal to be fabricated from 24 gauge galvanized or pre-finished as required.
  - d. Furnish and install new scuppers, collector heads and downspouts.
  - e. See below for exclusions.

2070



Exclusions: Snow, ice and water removal, interior sheet metal, plumbing, electrical, mechanical, painting, wood nailers or blocking, liability, consequential or interior damages, bond, liquidated damages, all deck repair or removal, custom colors for all roofing sheet metal, structural substrate for all roofs, winter protection, pre-manufactured coping or reglet systems, louvers, louver screens, copper sheet metal of any kind, protection of completed roof or repairs of damaged roof caused by others, canale wood replacement.

Base Bid For Above: \$35,350.00

Thirty Five Thousand Three  
Hundred Fifty Dollars & 00/100

**NOTES:**

Taxes, Included = 7.4%  
Addendum's Acknowledged = None.  
Bonding, please add 1%  
All bonds will be subject to CSR's available bonding capacity 90 moth prior to the scheduled start of the bonded work.  
Price based on site building measurements on October 03, 2008.  
Includes all insurance, freight, hoisting, safety equipment, and disposal of our own debris.

*city parks  
south 11*

"This proposal by Central States Roofing Company, is subject to the issuance of a mutually agreeable Subcontract Agreement. In the event that an agreement cannot be met, CSR reserves the right to withdraw this proposal without obligation."

If you have any questions or require additional information, please do not hesitate to call.

This quotation is being tendered per the documents provided and good for a period of Thirty (30) days from date of bid.

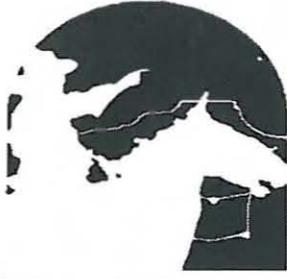
Entire Payment Of Base Bid Contract Amount due upon completion of roof installation with no exceptions.

Respectfully Submitted  
CENTRAL STATES ROOFING COMPANY,

Accepted By Blue Diamond  
Builders  
Authorized Signature

BY   
Ralph E. Vierow, Senior Estimator

By \_\_\_\_\_  
Bill Winter



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** February 25, 2014  
**PREPARED BY:** Karen Wolf, Assistant Planner  
**DEPT. HEAD SIGNATURE:**   
**# OF ATTACHMENTS:** 5

**SUBJECT:** Grant Update

**PRESENTER:** Louis Fineberg, Planning Director

**RECOMMENDED CITY COUNCIL ACTION:** Not applicable

**SUMMARY STATEMENT:** An explanatory update of Planning Department grants.

**EXPENDITURE REQUIRED:** Not applicable.

**SOURCE OF FUNDS:** Not applicable.

**POLICY ISSUE:** Not applicable.

**ALTERNATIVE:** Not applicable.

**BACKGROUND INFORMATION:**

- See the Grant Matrix.

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### Grant Matrix February 2014

Project		Match %	Cash Project Cost	Grant Award	Cash Match Amount	Funding Source	Status	Notes	Project Deadline
<b>DOWNTOWN INFRASTRUCTURE</b>									
Historic District Loop	CDOT	37%	\$551,292.00	\$350,000.00	\$201,292.00	Line Item 7903 (CIP)	Received	Design Work 90% Complete / Working on Clearances	5/21/2017
Historic District Loop Supplemental	CDOT	0%	\$100,000.00	\$100,000.00	\$0.00	NA	Received		
Commercial Street Restoration Phase I	DOLA	22%	\$965,000.00	\$750,000.00	\$215,000.00	Line Items 7501 & 7505 (CIP)	Received	Design RFP Process Initiated	11/30/2015
Commercial Street Restoration Phase II	DOLA	22%	\$1,150,000.00	\$970,000.00	\$250,000.00	FY 2015	Received	Awaiting Contract	
	<b>Downtown Infrastructure Subtotal</b>	<b>24%</b>	<b>\$2,766,292.00</b>	<b>\$2,170,000.00</b>	<b>\$666,292.00</b>				
<b>HISTORIC PRESERVATION</b>									
Mitchell Asbestos Targeted Brownfield Assessment	CDPHE	0%	\$11,000.00	\$11,000.00	\$0.00	NA	Received	Completed	3/31/2013
Monument Lake Archeological Assessment	State Historical Fund	0%	\$9,950.00	\$9,950.00	\$0.00	NA	Received	Completed	9/1/2014
Monument Lake Construction Docs	State Historical Fund	30%	\$42,200.00	\$29,540.00	\$12,660.00	Line Item 7643 (CIP)	Received	Work in Progress	4/15/2015
Hughes Lumber Company Construction Docs	State Historical Fund	25%	\$42,500.00	\$31,875.00	\$10,625.00	Line Item 7440 (CIP)	Received	Work in Progress	9/1/2014
Water Works Building Doors & Windows	State Historical Fund	30%	\$49,000.00	\$34,300.00	\$14,700.00	Line Item 7476 (CIP)	Received	Work in Progress	3/1/2015
	<b>Historic Preservation Subtotal</b>	<b>25%</b>	<b>\$154,650.00</b>	<b>\$116,665.00</b>	<b>\$37,985.00</b>				
<b>PARKS, TRAILS AND OPEN SPACE</b>									
Old Sopris Trail Master Plan	State Trails Program	30%	\$38,019.00	\$24,519.00	\$13,500.00	Line Item 9336 (Lottery)	Received	February PC/CC Review	6/30/2014
Trail and Greenway Master Plan	State Trails Program	30%	\$58,500.00	\$45,000.00	\$13,500.00	FY 2014	Received	Consultant Interviews	6/30/2015
Boulevard Addition Nature Park Land Acquisition	GOCO	30%	\$258,400.00	\$180,880.00	\$77,520.00	Line Item 7301 (CIP)	Received	Appraisal/ESA/Survey/Title Work in Progress	12/11/2014
Citywide Tree Inventory	Colorado Tree Coalition	100%	\$4,000.00	\$2,000.00	\$2,000.00	Line Item 7615 (CIP)	Received	Work in Progress	3/30/2014
Central Park Upgrades	GOCO	30%	\$475,100.00	\$346,570.00	\$128,530.00	FY 2015	Pending	Application Pending	
Old Sopris Trail Land Acquisition	GOCO	30%	\$962,100.00	\$822,825.00	\$189,275.00	FY 2015	Pending	Application Pending	
Purgatoire River Pedestrian Bridge	State Trails Program	15%	\$231,750.00	\$197,225.00	\$34,525.00	FY 2015	Pending	Application Pending	
Fishing is Fun	Colorado Parks and Wildlife	25%	\$110,394.00	\$147,192.00	\$36,798.00	FY 2015	Pending	Application Pending	
	<b>Trails and Open Space Subtotal</b>	<b>21%</b>	<b>\$2,138,263.00</b>	<b>\$1,766,211.00</b>	<b>\$445,648.00</b>				
<b>HOUSING</b>									
Corazon Square Rental Rehabilitation Project	DOLA	0%	\$748,468.00	\$748,468.00	\$0.00	NA	Submitted	Awaiting Contract	
	<b>Housing Subtotal</b>	<b>0%</b>	<b>\$748,468.00</b>	<b>\$748,468.00</b>	<b>\$0.00</b>				
<b>TOURISM, ECONOMIC DEVELOPMENT AND GENERAL PLANNING</b>									
Colorado Creative Districts (Emerging Designation)	Colorado Creative Industries	0%	\$2,000.00	\$2,000.00	\$0.00	NA	Received	Complete	
Colorado Creative Districts (CCI Cash Funding)	Colorado Creative Industries	0%	\$30,000.00	\$30,000.00	\$0.00	NA	Received	\$15K in Funding Received	
Colorado Creative Districts (Boechter Cash Funding)	Colorado Creative Industries	50%	\$50,000.00	\$25,000.00	\$25,000.00	FY 2014 to FY 2016	Received	Match Pending	
Colorado Main Street Designation	DOLA	0%	\$45,000.00	\$45,000.00	\$0.00	NA	Received	2014 MOU Pending	
Comprehensive Plan, Land Use Code and Zoning Map Update	DOLA	25%	\$175,000.00	\$150,000.00	\$25,000.00	FY 2015	Pending	Application Pending	
Welcome Center Improvements	National Scenic Byways	20%	\$351,131.00	\$280,904.00	\$70,227.00	Line Item 7440 (CIP)	Received	Contract Pending	
Regional Interpretive Signage	CDOT	5%	\$350,000.00	\$332,500.00	\$17,500.00	Line Item 7941 (CIP)	Received	Participant Funding and Agreements Pending	
Wayfinding Signage Implementation	CDOT	25%	\$299,250.00	\$224,437.50	\$74,812.50	Line Item 7550 & 7551 (CIP)	Received	Proposed Locations Provided - Awaiting Contract	
	<b>Tourism and Economic Development Subtotal</b>	<b>16%</b>	<b>\$1,302,381.00</b>	<b>\$1,089,841.50</b>	<b>\$212,539.50</b>				
	<b>Total Grant Funding Received</b>	<b>19%</b>	<b>\$7,110,054.00</b>	<b>\$5,891,185.50</b>	<b>\$1,362,464.50</b>				