



**CITY OF TRINIDAD  
TRINIDAD, COLORADO**

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, August 2, 2011 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **READING OF MINUTES**, Regular Meeting of July 19, 2011
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 5) **COMMITTEE REPORTS**
- 6) **UNFINISHED BUSINESS**
- 7) **MISCELLANEOUS BUSINESS**
  - a) Consideration of extension of Water Works Plus, LLC extraterritorial water tap authorization
  - b) Consideration of an Assignment and Amendment of Agreement to Provide Untreated Water for the Cougar Canyon
  - c) Consideration of an Estoppel Certificate regarding the Annexation and Development Agreement dated April 18, 2001, for Stone Ridge (a/k/a "Cougar Canyon")
  - d) First reading of an ordinance submitting proposed Home Rule Charter amendments regarding elections, elected officials, City Council procedure, and definitions to the registered electors of the City at the Regular Municipal Election to be held on November 1, 2011, and setting a hearing for consideration of said ordinance
  - e) Consideration of bid results for Chestnut Street repairs
- 8) **BILLS**
- 9) **PAYROLL**, July 23, 2011 through August 5, 2011
- 10) **ADJOURNMENT**

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

JULY 19, 2011

CITY OF TRINIDAD  
TRINIDAD, COLORADO

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, July 19, 2011 at 7:00 p.m. in City Council Chambers at City Hall.

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

The pledge of allegiance was recited.

**READING OF THE MINUTES.** Regular Meeting of July 5, 2011 and Special Meeting of July 12, 2011. Mayor Garduno asked if there were any questions, additions or corrections to the minutes. There being none, a motion to approve the minutes as submitted was made by Councilmember Rino and seconded by Councilmember Shew. The motion carried unanimously.

**PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN.** None.

**REPORT BY CITY MANAGER.** Update from City Manager Gil de Rubio on LED lighting proposal. City Manager Gil de Rubio provided Council with an update regarding the LED lighting proposal. He reminded Council that at the previous work session he indicated that he intended to seek Council's ratification this evening, but has put it off to look into the financing of it. He said that he had a discussion with a representative from Energy Savings Solutions, a non-profit entity who is willing to pay the initial costs of the project, with a 3, 5, or 7 year pay back from the City, based upon the City's actual energy-cost savings. If the City realizes a \$20,000 per month savings, the pay back would be the entire amount for three years; if we chose a 5-year payback the City would retain 25% and they would assume the 75%; and on a 7-year pay back the City would retain 50% of the savings and Energy Savings Solutions would assume the other 50%. He added that he made a call to Ameresco who helped the County with their energy efficiency program, and he is aware of the fact that they have a similar program to this because he used them back East when he was a County Manager there. He concluded that he intends to bring more back to Council at their ensuing work session and for a vote on August 2<sup>nd</sup>.

City Manager Gil de Rubio pointed out at Council's seating places an e-mail from Rick Rigel, ARPA, received last Friday regarding firing of the Lamar Repowering Project. He said the e-mail reads that the plant was initially fired last Thursday and was gradually brought up from that point. Additionally, B&W is supposed to be working on site on the emission issues this week. City Manager Gil de Rubio reminded Council of the regular ARPA meeting next Thursday and invited any Council member interest. He said he'd give updates as he hears things and after that meeting at the ensuing Council meeting. Mayor Garduno asked if the ARPA meeting will be in Trinidad. City Manager Gil de Rubio thought it to be in La Junta and said the one in Trinidad will not be held until this Fall. Councilmember Shew thought this next meeting might be in Lamar or Holly instead. City Manager Gil de Rubio concluded that any Councilmember interested can meet at City Hall at around 8:00 that morning or can call Anna.

City Manager Gil de Rubio advised Council that City staff along with the insurance committee, Dave Grove and Denise Render from Century Financial, Dr. Clark and Rocky Mountain Health Plans have formed a wellness program involving exercise and nutrition. It is their collective hope that the City's group will see a reduction in prescription costs and cut down on associated costs, especially with workers' compensation claims. He promised to keep Council informed.

Council was informed by City Manager Gil de Rubio that the City is in receipt of PILT (payment in lieu of taxes) payments from the Trinidad Housing Authority, in the amounts of \$17,891.18 and \$8,139.61.

Councilmember Rino confirmed with City Manager Gil de Rubio that Council will discuss the LED lighting at the next work session. City Manager Gil de Rubio reiterated his intent to seek Council's ratification at the following regular meeting.

**REPORT BY CITY ATTORNEY.** City Attorney Beatty pointed out that as Council is aware, there is a settlement agreement in progress regarding Cougar Canyon Resort. The process invokes a few agreements between the City and a few parties related to that transaction. He requested the addition of an executive session to the agenda for the purpose of developing strategies for negotiations regarding one or a few of those agreements pursuant to C.R.S. 24-6-402(4)(e). A motion to add executive session for the stated purpose was made by Councilmember Rino and seconded by Councilmember Shew. The motion carried unanimously upon roll call vote.

City Attorney Beatty said that Council is aware of circumstances regarding Trinidad Lake Reservoir and the Army Corp of Engineers' recent studies and analysis of silt and sedimentation at the lake. He advised that the City received a draft calculation from the Army Corps of Engineering advising that at current water levels the silt adjustment that needs to be made to Trinidad Lake is equivalent to 1,998 acre feet anticipated to occur on or about November 1, 2011. The City's water engineer expects that at that time the adjustment will be approximately to 1,775 acre feet. He said they do not know at this point how it will impact all of the accounts in Trinidad Lake. It will have an impact on Trinidad's account, particularly in our joint-use pool. He distributed to Council an analysis of the potential impact provided by the City's water engineer. Councilmember Shew asked if this is a permanent problem with the silt or a one-time adjustment. City Attorney Beatty answered that an adjustment is not made very often, the last one being done in the late 1990s, but not since. He surmised that it is done once each decade or more. Councilmember Shew asked if the City will lose that much again next year. Will

there be a permanent pool reduction? City Attorney Beatty said this reduces the storage capacity. However the storage capacity at Trinidad Lake is far in excess of the water actually stored there. It can be built up again. Councilmember Rino said he didn't think it can be built up to the original amount. He said he thinks they are basing the silt fill up and reducing the size of the permanent pool. Supt. Fernandez said his understanding is that it reduces the size of the joint pool. Councilmember Rino said it's his understanding that a certain percentage is subtracted from each account for the reduction. Supt. Fernandez said he thought that to be correct.

City Attorney Beatty reminded Council of the ReGroup July recycling event this Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to noon at the Waste Connection facility at 2600 Freedom Road, which the City co-sponsors. They accept paper, plastic, glass, aluminum, steel and tin cans, metal lids and steel bottle caps.

**COMMITTEE REPORTS.** None.

**UNFINISHED BUSINESS.** Public hearing for consideration of an ordinance amending the zone classification of property located in the CP Treats Additions, Block 16, Lots 10 through 12, of the City of Trinidad, Colorado, from Established-Low Density Residential to Established-Community Commercial, as requested by Kenneth R. Geglman, known as 900 Arizona Avenue. Mayor Garduno declared the public hearing and called for comment, for or against the zone change. There being none, the hearing was closed.

Second reading of an ordinance amending the zone classification of property located in the CP Treats Addition, Block 16, Lots 10 through 12, of the City of Trinidad, Colorado, from Established-Low Density Residential to Established-Community Commercial. The ordinance title was read aloud. A motion to approve the ordinance was made by Councilmember Rino and seconded by Councilmember Pando. The motion carried by a unanimous roll call vote. The ordinance was approved and will become effective on July 29, 2011.

ORDINANCE NO. 1918

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION OF PROPERTY LOCATED IN THE CP TREATS ADDITION, BLOCK 16, LOTS 10 THROUGH 12, OF THE CITY OF TRINIDAD, COLORADO, FROM ESTABLISHED-LOW DENSITY RESIDENTIAL TO ESTABLISHED-COMMUNITY COMMERCIAL

**MISCELLANEOUS BUSINESS.** Hotel and restaurant liquor license renewal request by Wonderful House Trinidad, Inc. d/b/a Wonderful House Trinidad at 415 University. Councilmember Pando moved to approve the license renewal. The motion was seconded by Councilmember Rino. Roll call was taken on the motion to approve the renewal and carried by a unanimous vote.

Introduction of Library Advisory Board applicants. Mayor Garduno pointed out that they have five applicants and Pat Fletcher, Janet Hammon and Tami Felthager have already introduced themselves. She called upon Wayne Rivera to introduce himself. Mr. Rivera addressed Council and stated that he is interested in getting on the board. He said he was on the previous library board. Mr. Rivera told Council that he is the Librarian at Trinidad State Junior College and has lived in Trinidad all of his life. Mayor Garduno is his neighbor. He concluded that he is looking forward to continuing his service to help keep the board strong and the library where it belongs. Mayor Garduno called upon Aaron Mojica to introduce himself. Mr. Mojica addressed Council and expressed his interest in filling one of the vacant positions on the board. He said he grew up in the library and has two young children who also love the library. He described himself as hands-on and said he would like to have as much control as he can in everything he's involved in. He concluded that he'd like to work with the library board and the library on what needs to be done to bring it further along.

Appointments to the Library Advisory Board. Councilmember Shew moved for the appointment of Pat Fletcher and Janet Hammon to serve the initial term expiring in January, 2012. Councilmember Pando seconded the motion which carried by a unanimous roll call vote. Councilmember Pando moved for the appointment of Wayne Rivera and Tami Felthager to serve until January, 2013. The motion was seconded by Councilmember Shew and carried unanimously. A motion to appoint Aaron Mojica to the initial term to expire in January, 2014 was made by Councilmember Pando and seconded by Councilmember Shew. Roll call was taken and the motion carried unanimously.

**BILLS.** Councilmember Pando questioned what appeared to be a number of gift certificates list on page 2 of the report. Finance Director Rose Blatnik explained that those were purchased for the Welcome Center volunteers as part of a 'weekend warrior' program, awarded to volunteers who worked four succeeding weekends. She added that nine volunteers received the \$50 gift certificates and that there's a Volunteer Enhancement line item in the budget that covers those types of costs. Councilmember Pando pointed to page 11, expenditures for swimming pool concessions. He suggested that the amount has to suggest good news as he would assume that there'd be double the income as compared to what's being spent and the expenditure is over \$2,800. Finance Director Blatnik said the concession finances are tracked by expenditure and revenue and promised Council a report at the end of the season. Councilmember Rino asked if the concession operation is leased or if it's done by City employees. Finance Director Blatnik said it is done by staff and concessions are tracked separate from admissions as well and will be indicated on the report. A motion to approve the bills was made by Councilmember Shew. The motion was seconded by Councilmember Pando. Roll call was taken on the motion. The motion carried unanimously.

**PAYROLL,** July 9, 2011 through July 22, 2011. Mayor Garduno said she assumes the overtime for the Fire Department has to do with the area fires we had. Fire Chief Perea confirmed that a portion of it is attributable to the fires and pointed out that another portion is due to being short on manpower right now. He added that the department will be reimbursed for a portion of the manpower and apparatus use for those fires. A motion to approve the payroll was made by Councilmember Pando and seconded by Councilmember Rino. The motion carried unanimously.

Councilmember Rino asked if we have decided on what we are going to do regarding North Lake. He asked if we are

JULY 19, 2011

ready to go through the bidding process to fix it or if we are going to sit on it some more. Supt. Fernandez said he thinks the plan is to get the job advertised this Fall, probably late September or early October. While that's out to bid, the City will try to wrap up the finances. He said there is still a grant request pending, however he said he feels the City will have to finance a good part of it from the Water Fund. City Manager Gil de Rubio said the City originally planned to go out to bid in August and should have 95 to 98% plans in August. When they said they were going out in August, they thought the City was dead in the water with grants, but have another interview on September 2<sup>nd</sup>. Whatever the City incurs in expenses can't be re-cooperated if a grant is attained after. He opined that pushing it off three to four weeks is the City's best move, with a late Summer/early Fall RFP submittal. He added that he is still looking for low-interest loans, 3½ to 4½%. He said he'd bring back all of the information attained when we go out for RFPs so Council can decide whether they want to float some bonds or go with a USDA loan or use reserve funds. Councilmember Rino continued that as a Council they need to set priorities on projects; they have not sat down to determine priorities. They never sat down at work session to develop priorities for the CIP projects and then he saw things included that Council didn't discuss. He said it upset him. They need to find out where they are going, what might be a 2012, 2013, or 2014 project. The LED lighting is a major thing. It's going to cost \$600,000 and is not in the budget. Those things need to be discussed prior to bringing them to Council. City Manager Gil de Rubio reminded Council that when he was hired last September he asked each Council member to provide him with a five-year priority list and he had been handed a CIP with projects that Council had previously approved. He has taken that list and implemented a CIP plan. He continued that he just finished one which would work on equipment for the entire City operation, which will be incorporated. He said they are coming up on one year since he began working for the City and suggested it's a good time to sit down and discuss priorities and goals. He reminded that last year Council had a chance to come to him with a five-year spectrum of goals and to discuss the CIP. He said they will continue discussions in August and September. Councilmember Rino said that may be true, but they haven't discussed priorities. When did they discuss it? He suggested he find out the interests of City Council and those of the City Manager so they can work together to get them going. Councilmember Rino reminded that they have been talking about North Lake for the past five years and they need to sit down and get things going on these projects. City Manager Gil de Rubio commented that he doesn't see where any other project is delinquent in implementing. Regarding North Lake staff has been waiting on grants which have not materialized and will go out to bids and will get it done. The clubhouse was another project underway when he started and he said he feels that it is progressing. The budget was handed out in January and this is the first time he's hearing concerns about projects not being completed or being worked on. Councilmember Rino said he's not saying those projects aren't being worked on, rather that he didn't remember ever discussing the LED lighting or the Flags along the Purgatoire projects. City Manager Gil de Rubio said when he started his impression was that City Council had discussed it and he added it was brought up in the CIP budget. He suggested they could discuss it further when they get the RFPs in. The lighting project just arose in the last couple of months and because the Federal government has passed laws and he had been approached by several vendors it came up this fiscal year and feels it is a bargain for the City. He said he's not going to push these things aside, but instead will bring them to City Council who has the authority to say yes or no to the projects. Councilmember Pando said he didn't recall a discussion about the flag project as a group. Rather, Councilmember Shew approached him and showed him the plan, but at that time it required no City funding as he said he had it all covered. Since then he said he found out that the funding didn't materialize. He continued that as far as it being in the budget, he didn't see it and reiterated that he doesn't remember Council discussing it collectively. He concluded that it's a good project and they'll all have a chance to vote yes or no. Mayor Garduno commented that she agreed that it is a good project and also understood the same as Councilmember Pando in that the money was there and the City wouldn't be paying for the project – it was coming from contributions from various sources. She said the \$175,000 wasn't approved because it wasn't in the draft that they approved. Council approved the draft budget and assumed the final would be the same as the draft. Councilmember Rino said he is not opposed to the project but thought it should have been brought up to Council. He questioned what it will cost to maintain the project, the upkeep in years to come. It needs to be discussed. Mayor Garduno suggested it be added to the next work session so it can be discussed, as well as the LED lighting project.

Councilmember Shew commented that he had spoken to a couple of people recently who were highly impressed with Monument Lake. He said he went there himself, and although he's not saying it's perfect, he wanted to give credit to the lessee. He said the property is starting to look good. He wanted to give a word of encouragement and acknowledge the improvements, including the roads and stocking of items. Mr. Robb has done a really good job and if it continues we'll have a really good place up there. He asked about the water level of the lake. City Manager Gil de Rubio echoed the accolade about the phenomenal job Mr. Robb is doing and urged Council to take a trip to the lake and look around. He pointed out that the bathhouse still needs work and there's \$350,000 in the CIP Fund for it as well as other work regarding the historic preservation of the fish hatchery. He said there'll be a lot of issues before City Council in the upcoming years. Councilmember Rino noted that he believed this to be the last year on the shared expenditure arrangement we have. They've both been depositing money for the past four years. He suggested they might need to look at a new contract. Finance Director Blatnik confirmed that this is the final year. Councilmember Rino said the bathhouse may have to be done by the City or with grant funds. He said that is what he means by projects they need to look at.

**EXECUTIVE SESSION.** For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C. R. S. Section 24-6-402(4)(e), regarding Cougar Canyon Resorts. Councilmember Rino moved to enter into executive session and the motion was seconded by Councilmember Shew. The motion carried unanimously and the executive session ensued at 7:40 p.m. and was electronically recorded as required by law. Upon conclusion of executive session at 8:17 p.m., Council resumed the regular meeting.

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

ATTEST:

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 JENNIE GARDUNO, Mayor

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 AUDRA GARRETT, City Clerk

ITEM NO. 7a

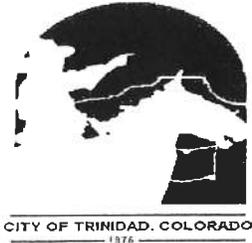
ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON August 2, 2011

**ITEM:** Consideration of extension of Water Works Plus, LLC extraterritorial water tap authorization

**REQUEST  
MADE BY:** Fred Baros

**CONTENTS/  
COMMENTS:** Memo dated 7/21/11 from Supt. Fernandez  
Letter seeking extension from Fred Baros dated 7/13/11

ITEM NO. 7a



City of Trinidad  
Office of Utilities Superintendent  
P.O. Box 880  
Trinidad, Colorado 81082  
Telephone (719) 846-9843  
Fax (719) 846-4140  
[www.historictrinidad.com](http://www.historictrinidad.com)

**M E M O**

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

FROM: James Fernandez, Utilities Superintendent *JF*

DATE: July 21, 2011

RE: Baros Extraterritorial (Commercial) Water Tap

Mr. Fred Baros of Water Works Plus, LLC contacted our office requesting a six-month extension on his water resale (commercial) tap. The original application was approved on July 20, 2010. The additional time would allow for purchasing and installing the facility on his property located on Highway 12. If the six-month extension were approved, the new deadline would be January 20, 2012.

July, 13, 2011

Jim Fernandez  
Trinidad City Water and Sewer Superintendant  
135 N. Animas  
Trinidad, CO 81082

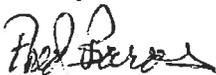
Dear Jim,

Per our discussion today in your office I am writing this request for extension of approval for the 2" commercial water tap that was approved by Trinidad City Council in July of 2010. The physical water distribution station equipment is not installed todate due to the general downturn of the economic climate nationally and in Las Animas County specifically during the last year. I have the payment required for the water tap and prefer to make this payment immediately. It was my hope/preference to proceed with payment for the water tap and subsequently complete construction of the distribution station.

At your direction I am requesting an extension to the time limit recommended by City Council for a minimum of another six months. It is my belief that funding can be generated and construction completed for the station by January 20<sup>th</sup> 2012.

This request for extension also entails the request to have this matter presented to the city council working session on July 26<sup>th</sup> and subsequently placed on the agenda for the August 2nd City Council meeting.

Sincerely,



Fred Baros

President – Water Works Plus, LLC

ITEM NO. 7b

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON August 2, 2011

**ITEM:** Consideration of an Assignment and Amendment of Agreement to Provide  
Untreated Water for the Cougar Canyon

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Memo from City Attorney Beatty dated 7/29/11  
Proposed Escrow Document Transmittal Letter  
Proposed Assignment and Amendment of Agreement to Provide Untreated Water  
Copy of Trinidad Golf, LLC's Motion to Approve Compromise of Controversy  
Between Debtor and Colarelli Construction and Dismiss Adversary Proceeding  
Copy of Trinidad Golf, LLC's proposed Order Granting Debtor's Motion to  
Approve Compromise of Controversy Between Debtor and Colarelli  
Construction and Dismiss Adversary Proceeding

ITEM NO. 7b



## City of Trinidad, Colorado

Office of the City Attorney

135 North Animas Street

Trinidad, CO 81082

P: (719) 846-9843

F: (719) 846-4140

jerod.beatty@historict Trinidad.com

### MEMORANDUM

To: Mayor Garduno and Members of City Council

From: Jerod Beatty 

Re: Assignment and Amendment of Agreement to Provide Untreated Water for Cougar Canyon

Date: July 29, 2011

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Dear Mayor Garduno and Members of City Council:

Following this cover memorandum, please find the following documentation:

- (i) A proposed "Escrow Document Transmittal Letter" (one page);
- (ii) A proposed "Assignment and Amendment of Agreement to Provide Untreated Water" (seven pages);
- (iii) A copy of Trinidad Golf, LLC's "Motion to (1) Approve Compromise of Controversy Between Debtor and Colarelli Construction and (2) Dismiss Adversary Proceeding" that is pending in the United States Bankruptcy Court for the District of Colorado, Case No. 10-18610-ABC; and
- (iv) A copy of Trinidad Golf, LLC's proposed "Order Granting Debtor's Motion to (1) Approve Compromise of Controversy Between Debtor and Colarelli Construction and (2) Dismiss Adversary Proceeding" (two pages).

If the City Council finds the terms of the proposed "Assignment and Amendment of Agreement to Provide Untreated Water" acceptable, I respectfully recommend a motion to authorize execution in accordance with the terms of the "Escrow Document Transmittal Letter," which provides, in essence, that the executed Assignment and Amendment of Agreement to Provide Untreated Water shall have no effect unless the United States Bankruptcy Court issues an "Order Granting Debtor's Motion to (1) Approve Compromise Controversy Between Debtor and Colarelli Construction and (2) Dismiss Adversary Proceeding." My intent herein is that the City Council's approval of the "Assignment and Amendment of Agreement to Provide Untreated Water" would be conditioned on United States Bankruptcy Court approval of the parties' proposed Settlement Agreement.

The parties anticipate a ruling from the United States Bankruptcy Court in the very near future, and perhaps in advance of Tuesday's City Council meeting.



# CITY of TRINIDAD

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

## ESCROW DOCUMENT TRANSMITTAL LETTER

August 3, 2011

Ms. Sara Frear  
Land Title Guarantee Company  
102 S. Tejon Street, Suite 760  
Colorado Springs, CO 80903  
Phone (719) 634-4821  
Fax (719) 634-3190

Re: Land Title Guarantee Company Commitment No. SC70305462-3, as related to the Settlement Agreement and Release by and between Colarelli Construction, Inc., and its affiliate Colarelli International Resorts & Fine Living, LLC ("CIR"), and National Servicing and Administration, LLC ("NSA"), and its affiliate.

Dear Ms. Frear:

Attached you will find an original Assignment and Amendment of Agreement to Provide Untreated Water executed by the City of Trinidad (the "Executed Amendment"), which is being submitted in conjunction with the above referenced matter. It is the understanding of the City of Trinidad that you have previously been provided with an escrow instruction letter informing you that an express condition precedent to your release of documents in this matter is the receipt of a copy of an Order Granting Debtor's Motion To (1) Approve Compromise Of Controversy Between Debtor and Colarelli Construction and (2) Dismiss Adversary Proceeding, issued by the U.S. Bankruptcy Court for the District of Colorado (the "Order").

This Executed Amendment is being provided to you with the express understanding that you will not release nor in any way give effect to the Executed Amendment unless and until you have received the Order.

Should you have any questions regarding this information, please contact me at (719) 846-9843, Ext. 131.

Best Regards,

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Jerod Anthony Beatty, City Attorney  
CITY OF TRINIDAD, COLORADO

AFTER RECORDING, RETURN TO:

Caroleen F. Jolivet, Esq.  
Mulliken Weiner Karsh Berg & Jolivet, P.C.  
102 South Tejon Street, Suite 900  
Colorado Springs, CO 80903

**ASSIGNMENT AND AMENDMENT OF  
AGREEMENT TO PROVIDE UNTREATED WATER**

This Assignment and Amendment of Agreement to Provide Untreated Water (the "Assignment and Amendment") is effective this 2<sup>nd</sup> day of August, 2011 between the **City of Trinidad**, a municipal corporation of the State of Colorado (the "City"), **Colarelli International Resorts & Fine Living, LLC**, a Colorado limited liability company ("CIR"), **National Servicing and Administration, LLC**, a Minnesota limited liability company ("NSA"), and **Trinidad Golf, LLC**, a Colorado limited liability company ("Trinidad Golf").

**Recitals**

A. The City and Coastal/Trinidad, LLC, a California limited liability company ("Coastal"), entered into the Agreement to Provide Untreated Water dated May 21, 2002 (the "Agreement"). The Agreement has not been previously amended.

B. Coastal assigned its rights under the Agreement to Trinidad Golf pursuant to the Assignment of Agreement to Provide Untreated Water dated December 21, 2004.

C. Trinidad Golf executed the Collateral Assignment of Agreement to Provide Untreated Water, dated November 15, 2007 (the "Initial Collateral Assignment"), in favor of Bank of Wyoming (the "Bank") and its successor, NSA. The City consented to the Initial Collateral Assignment by means of the City Acknowledgment and Consent dated November 7, 2007.

D. Neither the Bank nor NSA as its successor has invoked the provision within Section 3 of the Initial Collateral Assignment that allows them to succeed to Trinidad Golf's position under the Agreement by giving three days prior notice to the City.

E. As evidenced by a Notice of Default served on Trinidad Golf by the City dated May 16, 2011 (the "Date of Notice"), Trinidad Golf is in default of the Agreement for non-payment of funds pursuant to Section 4.2 of the Agreement.

F. CIR and NSA, along with an affiliate of each, shall enter into a Settlement Agreement and Release (the "Settlement Agreement") whereby CIR will become the fee simple owner of certain real property served with raw water pursuant to the Agreement (the "Golf Course Property") by means of a conveyance by deed.

G. Trinidad Golf shall assign all its rights, title and interest in the Agreement to CIR pursuant to an Assignment of Water Agreement (the "Trinidad Golf Assignment").

H. Pursuant to the terms of the Settlement Agreement, CIR shall execute a collateral assignment of the Agreement to NSA (the "Second Collateral Assignment").

I. The terms of the Settlement Agreement require that, within one year of the execution of the Settlement Agreement, CIR shall obtain a loan (the "Take-Out Loan") from a third party lender ("Third Party Lender"). The proceeds from the Take-Out Loan will be used to fully repay all amounts owed to NSA by CIR under the Settlement Agreement.

J. CIR anticipates that in conjunction with obtaining the Take-Out Loan it will be required to execute a collateral assignment of the Agreement to the Third Party Lender (the "Third Collateral Assignment").

### Agreement

THEREFORE, in consideration of the foregoing, the parties hereby agree to the following:

1. The City and NSA consent to the Trinidad Golf Assignment.
2. The City consents to the Second Collateral Assignment.
3. The City consents to the Third Collateral Assignment.
4. CIR shall provide the City with fully-executed copies of the Trinidad Golf Assignment, Second Collateral Assignment and Third Collateral Assignment within 10 days of each document's individual execution. The Trinidad Golf Assignment, Second Collateral Assignment and Third Collateral Assignment shall include the name, address, telephone number and email address of the person to whom the City must provide any notices pursuant to Article XVII of the Agreement.
5. The City shall not invoke the provision of Article XIV of the Agreement that authorizes the City, at its option, to require payment of any principal amounts due and owing pursuant to Section 4.2(a), upon the execution of the Trinidad Golf Assignment, the Second Collateral Assignment, or the Third Collateral Assignment. Accordingly, there will be no acceleration in the due date of any amount owed pursuant to Section 4.2(a) of the Agreement. Payments pursuant to Section 4.2(a) of the Agreement shall be due on March 28<sup>th</sup> of each year, which is the anniversary of the Initial Payment under the Agreement.
6. Nothing in this Assignment and Amendment shall be construed as the City consenting to the assignment of the Agreement from CIR to a subsequent purchaser of the Golf Course Property. All subsequent assignments of the Agreement shall be subject to approval of the City, which shall not be unreasonably withheld. If and/or when CIR assigns the Agreement to a subsequent purchaser of the Golf Course Property, any principal amounts due and owing

pursuant to Section 4.2(a) as shown on Exhibit D of the Agreement shall be immediately due and payable at the City's option.

7. Section 13.1 of the Agreement requires the City to provide Trinidad Golf with an additional notice of a continuing default on or after August 15, 2011 and allows Trinidad Golf an additional 90 days to cure the default before the Agreement automatically becomes null and void. Notwithstanding Section 13.1, the parties hereby agree that if Trinidad Golf, NSA and/or CIR do not pay the full amount currently due and owing under the Agreement by August 15, 2011, then the Agreement shall automatically terminate and be null and void, and the City shall be relieved of all of its obligations thereunder. The City shall retain all funds previously paid to the City pursuant to Article IV of the Agreement, and no other party shall have any claim whatsoever to said funds. The parties agree that, as of August 2, 2011, the amount due and owing equals \$116,211.14 and that interest continues to accrue at the rate of \$37.00 per day.

8. All provisions of this Agreement shall remain in full force and effect, unless specifically modified by this Assignment and Amendment.

9. Within ten (10) days of the mutual execution of this Assignment and Amendment, Trinidad Golf, NSA, and/or CIR shall reimburse the City for its reasonable, out-of-pocket legal expenses in this matter, up to Two Thousand Five Hundred Dollars (\$2,500.00).

10. The signatories to this Assignment and Amendment affirm and warrant that they are fully authorized to enter into and execute this Assignment and Amendment on behalf of their respective entities.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Assignment and Amendment as of the Effective Date, which may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.







"TRINIDAD GOLF"

**Trinidad Golf, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of **Trinidad Golf, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO**

IN RE: )  
 )  
TRINIDAD GOLF, LLC ) CASE NO. 10-18610-ABC  
 ) CHAPTER: 11  
DEBTOR. )

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**MOTION TO (1) APPROVE COMPROMISE OF CONTROVERSY  
BETWEEN DEBTOR AND COLARELLI CONSTRUCTION  
AND (2) DISMISS ADVERSARY PROCEEDING**

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The Debtor, Trinidad Golf, LLC ("Debtor"), by and through its attorneys, Appel & Lucas, P.C., hereby moves the Court, pursuant to Federal Rules of Bankruptcy Procedure 9019(a), 2002, 7041, and sections 105 and 1112 of the Bankruptcy Code, for (1) an Order Approving the Compromise of Controversy Between the Debtor and Colarelli Construction, Inc ("CCI" or "Lender") and (2) dismissal of the Debtor's pending adversary proceeding (10-1931 ABC). In support of this Motion, the Debtor states as follows:

**BACKGROUND**

1. The Debtor filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code on April 14, 2010.
2. The Debtor owned and operated a golf course in Trinidad, Colorado, which is part of the development project known as Cougar Canyon Resort.
3. On November 15, 2007, the Debtor executed a promissory note ("Note") for the benefit of Bank of Wyoming, which was subsequently assigned to National Servicing and Administration, LLC ("NSA") in the face amount of \$17,000,000, along with various other loan and security documents. The purpose of the loan was to finance construction of a hotel in Trinidad, Colorado. The Note was secured by a Deed of Trust encumbering the Golf Course and the NSA was also granted a lien on certain personal property of the Debtor.
4. The co-maker of the Note was Cougar Canyon Resorts, LLC ("CCR"), which owns certain property in Las Animas County Colorado ("Hotel Property"), adjacent to the Golf Course. There is a partially completed hotel located on the Hotel Property.
5. NSA claimed a default under the Note and related loan documents and on December 7, 2009, commenced an action against the Debtor, CCR and the guarantors of the Note ("Guarantors"), in the District Court for Las Animas County, Colorado, Case Number 2009CV184 ("Lawsuit"). NSA also commenced a Public Trustee's foreclosure against the Golf Course.

6. In connection with the Lawsuit, NSA obtained appointment of a receiver, who took possession of the Golf Course and the Hotel in December 2009. After the Petition Date, the Receiver turned over possession of the Golf Course to the Debtor in accordance with the provisions of Section 543(b)(1) of the Bankruptcy Code. However, the Receiver remains in possession of the Hotel.

7. The Debtor initiated an adversary proceeding on November 11, 2010, to avoid NSA's interest in the Golf Course and the Debtor's obligations under the Note ("Adversary Proceeding"). NSA moved for relief from stay by Motion dated November 11, 2010. The Debtor opposed the Motion; however, the Court granted NSA relief from stay by Order dated December 3, 2010 (Docket 121). NSA then completed its pending foreclosure sale of the Golf Course and received a deed from the Public Trustee. Therefore, the Debtor lost title to the Golf Course. However, the Debtor's position was that the *lis pendens* it recorded in connection with the Adversary Proceeding preserved the Debtor's right to recover the Golf Course if it was successful in avoiding NSA's lien in the Adversary Proceeding.

8. The Adversary Proceeding is but one of many lawsuits regarding various aspects of the Cougar Canyon development, the receivership, and the obligations of individual guarantors. Among the pending lawsuits is a consolidated case pending in Las Animas County District Court, Case No. 09CV147 (the "Lawsuit"). In that case, NSA has asserted claims against Colarelli Construction, Inc. ("CCI"), which was the general contractor for construction of the hotel, and against the guarantors and the borrowers of the Note and CCI has asserted claims against other parties in addition to seeking to foreclose its mechanic's lien against the Hotel.

9. CCI has reached a contingent settlement of its disputes with NSA ("CCI-NSA Settlement"). CCI has also arrived at certain agreements and understandings with the principals of CCR and other parties. Because of the structure of the CCI-NSA Settlement, the Debtor will be required to dismiss the Adversary Proceeding and the CCI-NSA Settlement cannot be implemented without dismissal of the Adversary Proceeding. The Debtor believes that the CCI-NSA Settlement, if implemented, has the potential to provide significant benefits to the Debtor and its creditors. Therefore, the Debtor is willing to dismiss the Adversary Proceeding, provided that the CCI-NSA Settlement is actually concluded.

10. Subject to the Court's approval and subject to the closing of the CCI-NSA Settlement, the Debtor has entered into a Settlement Agreement with CCI and CCR which will resolve the Adversary Proceeding and provide certain actual and potential benefits for the estate. It is that settlement for which approval is sought in this Motion.

11. The CCI-NSA Settlement provides that NSA will transfer title to the Golf Course to CCI (or an affiliate) and will assign to CCI (or an affiliate) all of its rights under the Note and the other loan documents (with certain exceptions). CCI (or an affiliate) will pay NSA an agreed amount, a portion of which will be paid in cash and a portion of which will be represented by a promissory note. The Note will be secured by a Deed of Trust on the Hotel and the Golf Course.

CCI would have one year to repay the note to NSA. Thus, the substance of the settlement is that CCI will end up with ownership of the Hotel and Golf Course, NSA will be paid an agreed amount, the Lawsuit will be concluded and CCI, with the assistance of CCR, will then refinance the entire project and complete construction of the Hotel and related parts of the project.

### THE SETTLEMENT

12. The Debtor has entered into an agreement with CCI and with Schrepfer Industries Inc. ("SI"). A copy of the Settlement Agreement ("CCI-SI-Debtor Settlement Agreement") is attached hereto as Exhibit A. Pursuant to the CCI-SI-Debtor Settlement Agreement, the Debtor will receive \$120,000 and certain other possible benefits.

13. One of the various agreements that will become effective upon implementation of the CCI-NSA Settlement is an agreement between CCI and SI ("CCI-SI Agreement"). SI is a company owned by Peter Schrepfer, a principal of the Debtor. Pursuant to the CCI-SI Agreement, SI will manage, operate and staff the Golf Course once CCI gets title to the Golf Course from NSA. The parties will also divide certain expenses, with CCI paying for utilities and fertilizer and SI paying all other expenses. SI is entitled to retain all of the revenue generated by the Golf Course. In turn, SI has agreed to retain the Debtor to perform SI's maintenance obligations under the CCI-SI Agreement. Another of the agreements that will become effective upon implementation of the CCI-NSA Settlement is an agreement between CCI and CCR, which allows CCR to purchase the Hotel and the Golf Course for CCI's cost, as defined in that agreement. CCR (of which the Debtor is a wholly owned subsidiary) has been diligently searching for financing to accomplish that purchase.

14. The CCI-SI-Debtor Settlement Agreement, for which approval is sought in this Motion, provides that the Debtor will receive a fixed payment of \$10,000 per month for one year for assisting SI in managing the Golf Course. SI would pay the costs and the Debtor will therefore receive a net payment of \$120,000. The CCI-SI-Debtor Settlement Agreement also provides that CCI will release the Debtor from any claims, including those arising under the Note. That will relieve the estate of a claim asserted to be in excess of \$19,000,000. In addition, the Debtor releases both CCI and NSA from all claims, including but not limited to the claims asserted in the Adversary Proceeding.

15. In conjunction with the CCI-NSA Settlement, the Debtor may also need to sign certain documents so that settlement can be fully implemented. For example, the Debtor is a party to various agreements that have no value to the estate without the Golf Course. Implementation of the global settlement may require the Debtor to execute documents confirming that it has no interest in the contracts or transferring whatever residual rights it may still have. No of these rights have any remaining value to the Debtor.

## APPROVAL STANDARDS

### *Approval of Settlement Agreement.*

12. The CCI-SI-Debtor Settlement Agreement is a settlement and compromise. The Court has authority to approve a compromise and settlement pursuant to Bankruptcy Rule 9019(a), which provides in pertinent part “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.”

13. Courts look to several factors when considering approval of a settlement in a bankruptcy case. Those factors are the probability of success in the underlying litigation on the merits, the possible difficulty in collection of a judgment, the complexity and expense of the litigation, and the interest of creditors. See Earl E. Kopp & Carolyn Kopp v. All American Life Insurance Company (In re C.K. Williams, Inc.), 213 B.R. 1020, 1022 (10<sup>th</sup> Cir. BAP. 1997); Official Comm. Of Unsecured Creditors v. Cajun Elec. Power Coop., Inc., (In re Cajun Elec. Power Coop., Inc.), 119 F.3d 349, 356 (5<sup>th</sup> Cir. 1997); American Employers’ Ins. Co. v. King Resources Co., 556 F.2d 471 (10<sup>th</sup> Cir. 1977); Kaiser Steel Corp. V. Frates (In re Kaiser Steel Corp.), 105 B.R. 971 (D. Colo. 1989).

- a. Probability of Success. The first factor weighs in favor of approving the agreement. The CCI-SI-Debtor Settlement Agreement would resolve all disputes between the Debtor and CCI, as the successor of NSA. Those disputes include claims by the Lender against the Debtor as an obligor on the Note and claims as a creditor in this Bankruptcy Case. The disputes also include claims and defenses the Debtor has or might assert against the Lender under state law and under the Bankruptcy Code. The most significant claims the Debtor has against the Lender are to avoid the Lender’s Note and related Deed of Trust on the Golf Course property. That Deed of Trust was granted within two years prior to the filing of the Bankruptcy case to secure the Lender’s advance of funds to CCR for construction of the Hotel Property. The Debtor did not receive any of the funds, and none of the loan proceeds were used to construct the Golf Course, which had been completed and paid for prior to the time the Lender’s loan was made. In these circumstances, the Debtor believes it could avoid under §548 of the Bankruptcy Code, both the Lender’s lien on the Golf Course property and the Debtor’s obligation on the Note. If successful, that would leave the Debtor with the Golf Course property free and clear of liens. The Lender has vigorously defended the claims the Debtor has asserted in the Adversary Proceeding and would undoubtedly continue to do so. Although the Debtor believes the Court would rule in its favor in the Adversary Proceeding, NSA would undoubtedly appeal an adverse decision, resulting in further expense and delay to the estate. There is also a question about whether NSA’s completion of its foreclosure on the Golf Course deprives the Debtor of the right to relief on its fraudulent transfer claims. The Debtor believes it has preserved its rights by filing a lis pendens under State law. However, the issue is not free from doubt and there is some risk

a court would hold to the contrary. Finally, there is the significant practical problem that even if the Debtor avoids NSA's lien on the Golf Course and obtained title to the Golf Course, it does not have the funds to pay ongoing operating expenses or to maintain it. Therefore, it is likely that the Debtor's victory would be pyrrhic, with the Golf Course not being maintained and declining in value to the point it would be of little value.

- b. Difficulty in Collection. This factor is not applicable.
- c. Complexity and Expense. The third factor weighs in favor of the settlement. Even though the Debtor believes it would likely prevail on its claims, the factual and legal issues involved in this case are complex and the litigation would entail considerable expense and delay.
- d. Interests of Creditors. Perhaps the most important part of the analysis of the Settlement relates to the fourth and final factor, the interests of creditors. The Settlement will resolve an important issue between the Debtor and the Lender and will permit the Debtor to obtain some funds for the benefit of creditors. In addition the \$120,000 which will be generated, as explained above, the overall resolution of issues between CCI, NSA and other parties will facilitate a refinancing of the entire Cougar Canyon project, of which the Golf Course is a part. If that occurs, it is expected that there would be sufficient funds available to pay all of the Debtor's remaining creditors in full. The Debtor and its parent, CCR, have several prospects for that financing. Even if financing does not become available, it is still in the best interest of creditors for the Debtor to resolve its dispute with NSA so that its revenue going forward will be unencumbered and available to pay creditor claims.

14. For the foregoing reasons, the CCI-SI-Debtor Settlement Agreement is in the best interest of the Debtor, the estate and the creditors and should be approved pursuant to Rule 9019(a).

***Dismissal of Adversary Proceeding.***

15. The plaintiff in an adversary proceeding may dismiss the adversary proceeding after the case is at issue upon stipulation, pursuant to Federal Rule of Bankruptcy Procedure 7041(A)(ii) which provides " Subject to Rule 23(e), 23.1(c), 23.2 and 66 and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing: . . . (ii) a stipulation of dismissal signed by all parties who have appeared."

16. Both NSA's counsel in the adversary proceeding and counsel for CCI (who will acquire NSA's rights in the Note and Deed of Trust when their settlement closes) have agreed to stipulate to the dismissal of the Adversary Proceeding with prejudice upon, and subject to, the Court's approval of the settlement.

17. However, the Debtor cannot be placed in a position where the Adversary Proceeding is dismissed with prejudice and NSA and CCI does not implement the CCI-NSA Settlement. Therefore, the Court's approval of and the dismissal of the Adversary Proceeding will not become effective and the Adversary Proceeding would not be dismissed unless and until NSA transfers title to the Golf Course to CCI (or an affiliate) and NSA assigns the Note, the Deed of Trust and the related loan documents to CCI (or an Affiliate). The Debtor would notify the Court when those conditions have been satisfied following approval of this Motion and it would be at that time only that the Adversary Proceeding would be dismissed.

### CONCLUSION

For the foregoing reasons, the Debtor requests that the Court enter its Order approving the CCI-SI-Debtor Settlement Agreement, authorize the Debtor to perform its obligations under the settlement, including executing such closing documents as may be necessary or desirable to implement the settlement and, upon notification by the Debtor that the conditions described in this Motion have occurred, dismissing the Adversary Proceeding.

Dated this 11<sup>th</sup> day of July, 2011.

Appel & Lucas, P.C.

/s/ Garry R. Appel

Garry R. Appel, No. 8883

Shaun A. Christensen, No. 23131

1660 17<sup>th</sup> Street, Suite 200

Denver, Colorado 80202

(303) 297-9800 telephone

AppelG@appellucas.com

ChristensenS@appellucas.com

*Attorneys for the Debtor*

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into and effective this \_\_\_ day of July, 2011, by and between Colarelli Construction, Inc. ("CCI"), Schrepfer Industries Inc. ("Schrepfer Industries") and Trinidad Golf LLC ("Trinidad Golf").

WHEREAS, Trinidad Golf was the owner of a golf course known as Cougar Canyon Resort Golf Course in Trinidad, Colorado ("Golf Course") before it was foreclosed by National Servicing and Administration LLC ("NSA");

WHEREAS, On November 15, 2007, the Trinidad Golf executed a promissory note ("Note") for the benefit of NSA's predecessor in the face amount of \$17,000,000, along with various other loan and security documents.

WHEREAS, Trinidad Golf filed bankruptcy in the United States Bankruptcy Court for the District of Colorado, Case No. 10-18610 ("Bankruptcy Case"); and

WHEREAS, Trinidad Golf also filed an adversary proceeding in the Bankruptcy Proceeding challenging whether the deed of trust on the Golf Course which was foreclosed by NSA was a fraudulent transfer; and

WHEREAS, CCI, NSA and Trinidad Golf were involved in a state court lawsuit asserting numerous claims and issues arising out of the construction of the hotel and golf course clubhouse adjacent to the Golf Course, Las Animas County District Court Case No. 09CV147 ("State Court Lawsuit"); and

WHEREAS, as part of the pending settlement of the claims between CCI and NSA in the State Court Lawsuit, NSA will be transferring its interest in the Golf Course to CCI and CCI will become the holder of the Note; and

WHEREAS, CCI will be hiring Schrepfer Industries to manage, maintain and operate the Golf Course and Schrepfer Industries will, in turn, subcontract a portion of that work to Trinidad Golf as set forth below; and

WHEREAS, the parties now desire to resolve all disputes between them in the Bankruptcy Proceeding.

NOW, THEREFORE, in full and final settlement of the adversary proceeding in the Bankruptcy Proceeding, and for other consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The parties agree as follows:
  - a. Schrepfer Industries will, upon dismissal of the adversary proceeding, enter

into a contract with Trinidad Golf to pay Trinidad Golf \$10,000.00 per month, plus expenses, for one year for Trinidad Golf performing some of the maintenance and operation work on the Golf Course;

- b. Trinidad Golf will file a Motion to Dismiss the adversary proceeding and such dismissal will become effective only if and when the settlement between CCI and NSA is implemented on substantially the same terms as the comparison draft created on 6/30/2011 at 3:49:38 PM.

2. Releases

- A. By Trinidad Golf. Effective upon dismissal of the Adversary Proceeding, Trinidad Golf releases, acquits and discharges CCI and NSA and each of their past, present and future heirs, descendants, beneficiaries, predecessors, affiliates, partnerships, members, managers, partners, trusts, agents, attorneys, parents, subsidiaries, shareholders, officers, directors, successors and assigns, personal representatives, estates and trustees and the heirs, successors and assigns of each of them, from all demands, obligations, liabilities, indebtedness, breaches of contract, breaches of warranty, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, and expenses of every type, nature, description or character and irrespective of how, why or by reason of what facts, whether heretofore or now existing or hereafter arising, or which could, might or may be claimed to exist, of whatever kind or nature, or whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length whether or not the same arises out of contract, tort, equity, misrepresentation or violations of laws or regulations relating to the adversary proceeding in the Bankruptcy Case.
- B. By CCI. Effective upon dismissal of the Adversary Proceeding, CCI, as holder of the Trinidad Golf Note, releases, acquits and discharges Trinidad Golf and its past, present and future heirs, descendants, beneficiaries, predecessors, affiliates, partnerships, members, managers, partners, trusts, agents, attorneys, parents, subsidiaries, shareholders, officers, directors, successors and assigns, personal representatives, estates and trustees and the heirs, successors and assigns of each of them, from all demands, obligations, liabilities, indebtedness, breaches of contract, breaches of warranty, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, and expenses of every type, nature, description or character and irrespective of how, why or by reason of what facts, whether heretofore or now existing or hereafter arising, or which could, might or may be claimed to exist, of whatever kind or nature, or whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length whether or not the same arises out of contract, tort, equity, misrepresentation or violations of laws or regulations

relating to the Note, including but not limited to any claim arising from the Note, the loan or otherwise.

3. No Admission of Liability. It is hereby further understood and agreed that acceptance or delivery of this Settlement Agreement and Release by the parties released hereby shall not be deemed or construed as an admission of liability by any party released by the terms hereof, and each such party hereby expressly denies liability of any nature whatsoever arising from or related to the subject of the within Settlement Agreement and Release.

4. Further Assurances. Each party hereto agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Settlement Agreement and Release.

5. Advice of Counsel. The parties hereto each hereby represent, acknowledge and agree that:

- a. they have each received, or have had the opportunity to receive, advice from independent legal counsel selected by them prior to their execution of this Settlement Agreement and Release;
- b. the legal nature and effect of this Settlement Agreement and Release has been fully explained to them by such independent counsel if such counsel were consulted;
- c. they fully understood the terms and provisions of this Settlement Agreement and Release and the nature and effect thereof;
- d. they are relying solely upon their own judgment and, if applicable, the advice of their own independent and independently chosen counsel in executing this Settlement Agreement and Release;
- e. they have not relied upon any representation or statement of any other party hereto, any employee or agent of any such party, or counsel for any other party hereto in executing this Settlement Agreement and Release; and
- f. they are aware that they or their attorneys may hereafter discover facts different from or in addition to the facts that they or their attorneys now know or believe to be true with respect to the subject matter of this Settlement Agreement and Release, but that their intention is to fully and finally release each person or entity released by them herein from any and all manner of liabilities and claims which have arisen, are now arising, or may in the future arise in connection with or in any way related to the matters referred to in this Settlement Agreement and Release.

6. No Assignment. The parties to this Settlement Agreement and Release represent and warrant that they have not assigned any claims released by them herein to any other person or entity.

7. Governing Law. This Settlement Agreement and Release shall be governed and interpreted in accordance with the laws of the State of Colorado.

8. Exceptions from Release. This Settlement Agreement and Release is not intended to and shall not release or discharge any party hereto from their respective agreements to be performed under this Settlement Agreement and Release, or any documents executed or to be executed in connection with the Settlement Agreement and Release.

9. Counterparts. This Settlement Agreement and Release may be executed in counterparts, with each counterpart being an original document, and all counterparts together constituting a single agreement. Facsimile signatures will be acceptable.

10. Authorizations. The parties hereto expressly warrant and represent to each other that they are duly authorized and empowered to enter into this Settlement Agreement and Release and perform and observe its agreements and obligations herein.

11. Execution and Binding Effect of Settlement Agreement and Release. This Settlement Agreement and Release is executed by and between the undersigned, as of the date set forth at the outset hereof and shall be binding on the heirs, successors, personal representatives and assigns of the parties hereto, and all other categories of related parties referred to in paragraph 2.

12. Merger. This Settlement Agreement and Release states the full understanding between the parties and supersedes all prior discussions or negotiations in connection therewith, and there are no further understandings or agreements, oral or written, relating to the subject matter of this Settlement Agreement and Release, except as provided herein.

13. Costs and Expenses. Except as provided herein, each party agrees to bear its own costs, including attorneys' fees, in connection with this Settlement Agreement and Release, and any other matters which are the subject of this Settlement Agreement and Release.

14. Confidentiality. The parties agree to keep the terms of this Settlement Agreement confidential.

15. Bankruptcy Court Approval. This Agreement is subject to approval by the United States Bankruptcy Court for the District of Colorado in connection with the Bankruptcy Case.

16. Condition Precedent. Even after Bankruptcy Court approval, this Agreement is expressly contingent upon and shall not effective unless and until NSA delivers to CCI a deed to the Golf Course and assigns NSA's rights in the Note and related loan and collateral documents to CCI.

COLARELLI CONSTRUCTION, INC.

By: \_\_\_\_\_  
Vincent Colarelli  
Its: President

SCHREPFER INDUSTRIES INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TRINIDAD GOLF LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Vincent Colarelli  
as President of Colarelli Construction, Inc.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by  
\_\_\_\_\_ as \_\_\_\_\_ of Schrepfer Industries Inc.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by  
\_\_\_\_\_ as \_\_\_\_\_ of Trinidad Golf LLC.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO**

<b>IN RE:</b>  TRINIDAD GOLF, LLC  <p style="text-align: center;">DEBTOR.</p>	) ) ) ) )	CASE NO. 10-18610-ABC CHAPTER: 11
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**ORDER GRANTING DEBTOR’S MOTION TO (1) APPROVE COMPROMISE OF  
CONTROVERSY BETWEEN DEBTOR AND COLARELLI CONSTRUCTION  
AND (2) DISMISS ADVERSARY PROCEEDING**

This matter is before the Court on the Debtor’s Motion to (1) Approve Compromise of Controversy Between Debtor and Colarelli Construction and (2) Dismiss Adversary Proceeding (“Motion”). The Court has reviewed the Motion and notice thereof has been provided to creditors and parties in interest in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court. No party has timely filed an objection to the Motion.

It appears to the Court that good cause exists to grant the Motion and authorize the Debtor to enter into and perform the CCI-SI-Debtor Settlement Agreement, as defined in the Motion. The CCI-SI-Debtor Settlement Agreement provides a mechanism for the Debtor to obtain some value for the benefit of creditors in this case, resolves the pending Adversary Proceeding in which the Debtor challenges NSA’s lien on the Golf Course and eliminates any unsecured claim of NSA. Applying the factors which the Court must take into account in evaluating a Motion pursuant to Bankruptcy Rule 9019(a) to consider a settlement and compromise, the Court concludes that the CCI-SI-Debtor Settlement Agreement is an appropriate exercise of the Debtor’s business judgment and will result in a tangible benefit for the estate and its creditors.

It is therefore ORDERED that the Motion is GRANTED and the CCI-SI-Debtor Settlement Agreement is approved. The Court understands that dismissal of Adversary Proceeding No.10-01931-ABC, which is required by the CCI-SI-Debtor Settlement Agreement and which is a condition to the CCI-NSA Settlement, will occur only if the settlement between Colarelli Construction, Inc. (“CCI”) and NSA closes and NSA transfers to CCI (or an affiliate of CCI) title to the Golf Course and NSA’s interest in the Note and related loan documents signed by the Debtor and Cougar Canyon Resorts, LLC. Therefore, dismissal of the Adversary Proceeding shall not occur unless and until the Debtor and NSA, who are the parties to the Adversary Proceeding, notify the Court that the conditions to dismissal of the Adversary Proceeding have occurred. Upon such notification, the Court will dismiss the Adversary Proceeding without further notice.

The Debtor is further authorized to perform its obligations under the CCI-SI-Debtor Settlement Agreement, including executing such closing documents as may be necessary or desirable to implement that CCI-NSA Settlement.

Dated: \_\_\_\_\_, 2011.

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Honorable A. Bruce Campbell

ITEM NO. 7c

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON August 2, 2011

**ITEM:** Consideration of an Estoppel Certificate regarding the Annexation and Development Agreement dated April 18, 2001, for Stone Ridge (a/k/a "Cougar Canyon")

**REQUEST  
MADE BY:** Colarelli International Resorts & Fine Living, LLC, its lenders, their successors and assigns

**CONTENTS/  
COMMENTS:** Estoppel Certificate

ITEM NO. 7c

**ESTOPPEL CERTIFICATE**  
**(Annexation and Development Agreement)**

This Certificate is given to **Colarelli International Resorts & Fine Living, LLC**, a Colorado limited liability company ("CIR"), its lenders, including National Servicing and Administration, LLC, and their respective successors and assigns, by **The City of Trinidad**, a municipal corporation of the State of Colorado (the "City"), with the understanding that CIR, its counsel or any third party, including any lender of CIR, will rely on this Certificate regarding the Annexation and Development Agreement dated April 18, 2001 (the "Agreement") between the City and Coastal/Trinidad, LLC, a California limited liability company ("Coastal").

The City, to the best of its knowledge, hereby certifies to CIR as follows:

1. The real property described on **Exhibit A** attached hereto and incorporated by herein by this reference (the "Property") was and remains subject to the Agreement.
2. The Agreement remains in full force and effect.
3. The individual executing this Estoppel Certificate on behalf of the City has the authority to do so.

**CITY OF TRINIDAD,**  
a municipal corporation of  
the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

PARCEL A:

HOTEL TRACT, "PHASE 3" COUGAR CANYON ADDITION TO THE CITY OF TRINIDAD, COUNTY OF LAS ANIMAS, STATE OF COLORADO, AS SHOWN ON THE PLAT RECORDED JUNE 20, 2007 IN BOOK 1068 AT PAGE 1400 OF THE LAS ANIMAS COUNTY RECORDS, COUNTY OF LAS ANIMAS, STATE OF COLORADO.

PARCEL B:

GOLF COURSE TRACT, COUGAR CANYON ADDITION SUBDIVISION, A REPLAT OF GOLF COURSE AND LOT 1, COUGAR CANYON ADDITION TO THE CITY OF TRINIDAD, COUNTY OF LAS ANIMAS, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED APRIL 3, 2007 IN BOOK 1066 AT PAGE 1296 OF THE LAS ANIMAS COUNTY RECORDS, COUNTY OF LAS ANIMAS, STATE OF COLORADO

AND

PARCEL C:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED NOVEMBER 26, 2007 IN BOOK 1073 AT PAGE 244 OF THE LAS ANIMAS COUNTY RECORDS, COUNTY OF LAS ANIMAS, STATE OF COLORADO.

ITEM NO. 7d

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON August 2, 2011

**ITEM:** First reading of an ordinance submitting proposed Home Rule Charter amendments regarding elections, elected officials, City Council procedure, and definitions to the registered electors of the City at the Regular Municipal Election to be held on November 1, 2011, and setting a hearing for consideration of said ordinance

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:** Memo from City Attorney Beatty dated 7/29/11  
Ordinance  
Alternate short version ordinance

ITEM NO. 7d



## City of Trinidad, Colorado

Office of the City Attorney

135 North Animas Street

Trinidad, CO 81082

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jerod.beatty@historict Trinidad.com

### MEMORANDUM

To: Mayor Garduno and Members of City Council

From: Jerod Beatty 

Re: Proposed Home Rule Charter Amendments

Date: July 29, 2011

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Dear Mayor Garduno and Members of City Council:

Following this cover memorandum, please find a "final" version of the draft ordinance that you have been considering for several weeks regarding proposed Home Rule Charter amendments.

Upon discussing this ordinance with a few of you—and a few other concerned citizens—in recent days, I am left with the impression that we may be presenting too much all at once for consideration by the City's voters. If, upon further reflection, the City Council desires to reduce this ordinance to, perhaps, one (1) or two (2) ballot questions only for the November 2011 election, there is still certainly an opportunity for such a revision.

If, for example, the City Council desires to proceed with the ordinance's third and fourth ballot questions only at this time, a "short" version of the original ordinance also follows this memorandum. This short version is labeled "SHORT VERSION (Two Questions)" at the top of each page (three pages total).

**CITY OF TRINIDAD, COLORADO**

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

**AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, SUBMITTING PROPOSED HOME RULE CHARTER AMENDMENTS REGARDING ELECTIONS, ELECTED OFFICIALS, CITY COUNCIL PROCEDURE, AND DEFINITIONS TO THE REGISTERED ELECTORS OF THE CITY AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 1, 2011**

WHEREAS, in accordance with Article XX of the Constitution of the State of Colorado, the registered electors of the City of Trinidad adopted a Home Rule Charter on November 2, 1993, to reserve unto the citizens of Trinidad the right and power of self-government; and

WHEREAS, the City Council of the City of Trinidad has conducted a review of the City's Home Rule Charter; and

WHEREAS, the City Council has determined that revisions to the Home Rule Charter should be submitted for consideration by the registered electors of the City.

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

**Section 1.** That the following proposed repeal and reenactment, with amendments, of Chapter III ("Elections") of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at the regular municipal election to be held on Tuesday, November 1, 2011:

**CHAPTER III**

**ELECTIONS**

- 3.1 Colorado Municipal Election Laws Adopted.** City elections shall be governed by the Colorado Municipal Election Code as contained in the State statutes, except as otherwise provided by this Charter or by ordinance. All regular and special elections shall be nonpartisan.
- 3.2 Regular Elections.** A regular election shall be held in November of each odd-numbered year on the date established by the State statutes for the regular elections of statutory cities. The Mayor and each Council Person shall take office at the first regular meeting in January following their election.
- 3.3 Special Elections.** A special election shall be called by a resolution adopted at least thirty (30) days prior to the election. The resolution calling a special election shall set forth the purpose of the election.
- 3.4 Conduct of Elections.** The City Clerk shall have charge of all activities and duties required pursuant to this Charter relating to the conduct of City elections. In any case where election procedure is in doubt, the City Clerk shall prescribe the procedure to be followed.

**3.5 Recall.**

- (a) The Mayor or any Council Person may be recalled from office pursuant to the State statutes which establish procedures for the recall of municipal elected officials, except as otherwise provided in this Charter.
- (b) Any recall petition must be signed by registered electors numbering at least ten percent (10%) of the total number of votes cast at the last preceding election for all candidates for the office which the incumbent sought to be recalled occupies.
- (c) If the office held by the person sought to be recalled would otherwise be filled at a regular City election scheduled to be held within ninety (90) days after submission of the recall petition, the petition shall not be accepted and no recall election shall be held.
- (d) If a regular City election is scheduled to be held within ninety (90) days after submission of the recall petition, even though that election is not the one at which the office held by the person sought to be recalled would otherwise be filled, the recall election shall be held at the same time as that regular City election.
- (e) If a general statewide election is scheduled to be held within ninety (90) days after submission of the recall petition, the recall election shall be held at the same time as that statewide election.

**3.6 Initiative.**

- (a) The registered electors of the City may initiate a proposed ordinance, pursuant to the initiative power reserved by Article V, Section 1(9) of the State Constitution, as to any legislative matter that is subject to said initiative power. Any initiated measure shall be in the form of an ordinance. The ordinance shall be initiated pursuant to the State statutes which establish procedures for a municipal initiative, except as otherwise provided in this Charter.
- (b) An initiative petition shall be signed by registered electors of the City equal in number to at least ten (10%) of the total number of voters casting ballots at the last regular City election.
- (c) The City Clerk shall not count as valid any signature on an initiative petition if the date of the signature is prior to the date the form of the petition was approved by the City Clerk.
- (d) The City Clerk shall not count as valid any signature on an initiative petition if more than ninety (90) days have elapsed between the date the form of the petition was approved by the City Clerk and the date of the signature.

**3.7 Referendum.**

- (a) The registered electors may require an adopted ordinance to be referred to them at an election, pursuant to the referendum power reserved by Article V, Section 1(9) of the State Constitution, to the extent the ordinance constitutes a legislative matter that is subject to said referendum power. Such an ordinance shall be referred pursuant to the State statutes which establish procedures for a municipal referendum, except as otherwise provided in this Charter. The referendum power shall not apply to an emergency ordinance.

(b) A referendum petition shall be signed by registered electors of the City equal in number to at least ten percent (10%) of the total number of voters casting ballots at the last regular City election.

(c) The City Clerk shall not count as valid any signature on a referendum petition if the date of the signature is prior to the date the form of the petition was approved by the City Clerk.

**3.8 Prohibited Action by Council.**

(a) No initiated ordinance adopted by the registered electors of the City may be substantively amended or repealed by the Council during a period of four (4) years after the date of the election on the initiated ordinance, unless the amendment or repeal is approved by the affirmative vote of two-thirds (2/3) of the entire Council.

(b) No referred ordinance repealed by the registered electors of the City may be re-adopted by the Council during a period of one (1) year after the date of the election on the referred ordinance, unless the re-adoption is approved by the affirmative vote of two-thirds (2/3) of the entire Council.

**3.9 Withdrawal of Petition.** An initiative, referendum, or recall petition may be withdrawn at any time prior to thirty (30) days preceding the day scheduled for a vote by filing with the City Clerk a written request for withdrawal signed by a majority of the persons who are designated in the petition as representing the signers on matters affecting the petition. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

**3.10 Petition Forms to Be Provided.** The City Clerk shall provide, upon request, sample forms of initiative, referendum, and recall petitions that conform to the requirements of this Charter.

**3.11 Single-Subject Requirement — Initiated and Referred Measures.**

(a) No measure proposing an amendment to the ordinances of the city by means of a petition for initiative or referendum shall be submitted to the registered electors of the City if the measure contains more than one subject.

(b) The City Clerk shall approve for petition circulation measures proposing referred ordinances or initiated ordinances only when such measures contain a single subject.

(c) As used in this section, the single subject requirement means that the matters in the measure submitted for voter approval are necessarily or properly connected and are not disconnected or incongruous.

**Section 2.** That, in connection with the changes set forth in Section 1 above, Sections 5.18 and 5.19 of the Home Rule Charter for the City of Trinidad, Colorado, be repealed, for the reason that said sections are subsumed within the changes set forth in Section 1 above.

**Section 3.** That the following question is hereby adopted for submitting the changes set forth in Sections 1 and 2 above to the registered electors at said election:

Proposed Charter Amendment No. 1: **SHALL CHAPTER III (“ELECTIONS”) OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE REPEALED AND REENACTED, WITH AMENDMENTS, TO CONFORM MUNICIPAL ELECTION PROCEDURES GENERALLY TO THE STATE STATUTES CONCERNING MUNICIPAL ELECTIONS, AND TO ADDRESS CERTAIN MATTERS NOT COVERED BY SAID STATE STATUTES, SUCH AS THE WITHDRAWAL OF A PETITION BY PETITIONERS, THE PROVISION OF PETITION FORMS TO PETITIONERS, AND A SINGLE-SUBJECT REQUIREMENT FOR INITIATED AND REFERRED MATTERS; AND SHALL CONFORMING AMENDMENTS BE MADE TO THE CHARTER IN CONNECTION THEREWITH; ALL AS SET FORTH IN TRINIDAD CITY ORDINANCE NO. \_\_\_\_\_, SECTIONS 1 AND 2?**

**Section 4.** That the following proposed amendments to Chapter IV (“Elected Officials”), Sections 5.3, 5.10, 5.11, 5.14, and 5.15 of Chapter V (“Council Procedure”), and Section 12.2 of Chapter XII (“General Provisions”) of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at said election:\*

## CHAPTER IV

### ELECTED OFFICIALS

- 4.1 ~~Elective Officers~~ **CITY COUNCIL.** ~~The elective officers-~~ THE CITY COUNCIL of the City of Trinidad shall consist of one Mayor and six (6) Council Persons. ~~Any elected officer of the City of Trinidad may be recalled from office as previously specified.~~ THE CITY COUNCIL SHALL BE THE GOVERNING BODY OF THE CITY AND SHALL HAVE SUCH POWERS AS ARE POSSESSED BY THE CITY AND NOT CONFERRED BY THIS CHARTER ON OTHERS. ALL SUCH POWERS SHALL BE EXERCISED IN THE MANNER PRESCRIBED IN THIS CHARTER OR, IF NOT PROVIDED FOR HEREIN, IN SUCH MANNER AS SHALL BE PROVIDED BY ORDINANCE.
- 4.2 ~~Qualifications of Elected Officers~~ **OFFICIALS (Mayor and City Council Persons).**
- (a) Each candidate for Council Person or Mayor when nominated and elected shall be ~~an eligible~~ **and** A registered elector of the City, a citizen of the United States for at least five (5) years and shall have been domiciled in the City for at least twelve (12) months immediately preceding the election.
  - (b) ~~Further, no~~ NO person shall be appointed to OR HIRED IN any City office, position, or employment for which compensation was increased or fixed by City Council while that person was a member thereof until one year from the date that person ceased to be a Council Person or Mayor.
  - (c) No candidate for City Council or Mayor shall hold any other elective City office unless the term of such other elective office shall expire on or before the date on which such candidate

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\* Capital letters indicate new material added to existing Charter language; dashes through words indicate deletions from existing Charter language.

would take office if elected. However, a person may simultaneously serve as a member of the City Council or Mayor, and as a member of a Home Rule Charter Commission of the City.

(d) Neither the Mayor nor any ~~member of City Council~~ PERSON may be a ~~salari~~ AN employee ~~or officer~~ of the City during his/her term of office.

(e) No person may serve as an elected official of the City for a continuous period of more than eight (8) years. Any person who has ~~held any elective office or offices for a continuous period of eight (8) years~~ SO SERVED shall thereafter become ineligible to serve ~~on City Council or as Mayor~~ AS AN ELECTED OFFICIAL for a period of four (4) years.

4.3 **Council PERSONS.** ~~There shall be a City Council of six (6) members who shall be elected at large from the entire City.~~ EACH COUNCIL PERSON SHALL BE ELECTED AT LARGE BY THE REGISTERED VOTERS. ~~The term of elective office for each~~ EACH Council Person shall be ELECTED FOR A TERM OF four (4) years, ~~and until his/her successor is elected and assumes office.~~ Council Persons may be elected for a maximum of two (2) consecutive terms and thereafter, shall become ineligible to serve ~~on City Council or as Mayor~~ for a period of four (4) years. Three (3) Council Persons shall be elected at one Regular Municipal Election and the other three (3) Council Persons shall be elected at the next succeeding Regular Municipal Election.

4.4 ~~Terms of Office.~~ Those Council Persons serving or elected on the date of the final adoption of this Charter shall continue in office for the remainder of the respective terms to which they were elected.

~~In the Regular Municipal Election to be held in 1995, the three (3) candidates for City Council receiving the greatest number of votes shall be elected for four (4) year terms.~~

~~In the Regular Municipal Election to be held in 1997 and thereafter, the three (3) candidates for City Council receiving the greatest number of votes shall be elected for four (4) year terms.~~

4.5 ~~Powers of the Council.~~ The elected Mayor and elected City Council shall be the governing and legislative body of the City. ~~Council shall have all powers established by the Colorado Constitution under Home Rule and hereinafter provided in this Charter.~~

4.64 **Mayor.** The Mayor shall be elected at large by the registered voters of the entire City. The term of office for the Mayor shall be two (2) years. ~~The Mayor, if elected, may serve up to a maximum of four (4) consecutive elective terms. Thereafter, the Mayor shall become ineligible to serve as Mayor or on City Council for a period of four (4) years.~~ The Mayor shall preside at all meetings of the Council and shall have all of the powers, rights, and privileges of a Council member PERSON. The Mayor shall be recognized as the head of City government for all ceremonial and legal purposes, by the courts for serving civil process and by the government for purposes of military law.

~~The Mayor elected on the date of final adoption of this Charter shall continue in office for the remainder of the term to which he/she was elected.~~

4.75 **Mayor Pro-Tem.** The Mayor Pro-Tem shall be appointed by the City Council from its membership at the first regular meeting after January 1 following each regular City election. The term for Mayor Pro-Tem shall be two (2) years. The Mayor Pro-Tem shall not serve two (2) consecutive terms as Mayor Pro-Tem. In the absence of the Mayor, the Mayor Pro-Tem shall

perform all duties and have all the powers of the Mayor AS WELL AS RETAINING ALL RIGHTS AND POWERS OF A COUNCIL PERSON. In the event of the absence of both the Mayor and the Mayor Pro-Tem, the Council shall appoint one other of its members to serve as Acting Mayor. The Acting Mayor, while serving, shall perform all the duties and have all the powers of the Mayor as well as retaining all ~~Council members~~ rights and powers OF A COUNCIL PERSON.

## CHAPTER V

### COUNCIL PROCEDURE

- 5.3** Voting. A roll call vote by “Yes” and “No” shall be taken upon the passage of all ordinances and resolutions, and entered upon the minutes of the Council proceedings. Every ordinance shall require the affirmative vote on final reading of a majority of the entire Council for final adoption. Resolutions and motions shall require the affirmative vote of a majority of the members present. No member of the Council shall vote on any question on which he/she has a substantial personal or financial interest, as determined by a majority of the Council, other than the common public interest, or on any question concerning his/her own conduct, and in said instances the member shall disclose this interest to the Council. Failure of any MEMBER OF THE Council ~~member~~ to comply as specified shall be considered misconduct in office. On all other questions each member present at the meeting shall vote unless excused by the unanimous consent of the remaining members. Any other abstention, or refusal to vote, or absenting one-self from the room during the call for question shall be ruled a “yes” vote, recorded as such, and considered misconduct in office.
- 5.10** Special Meetings. Special meetings shall be called by the Clerk upon written request of the Mayor or any two (2) ~~members of the Council~~ PERSONS with at least a twenty-four (24) hour written notice to each member of the Council, served personally or left at his/her usual place of residence. Notice of such meeting shall be posted in two (2) public places.
- 5.11** Compensation. ~~The members of the Council~~ PERSONS shall receive such compensation and the Mayor such additional compensation as the Council shall prescribe by ordinance, provided, however, that they shall neither increase nor decrease the compensation of any member during his/her term of office. The Mayor and Council Persons may, upon order of the Council, be paid their actual and necessary expenses incurred in the performance of their duties of office.
- 5.14** Vacancies.
- (a) EACH Council ~~Persons~~ PERSON and the Mayor shall continue to hold office until his/her elected successor is duly qualified. ~~A Council seat or the Mayor's~~ THE office shall become vacant ~~whenever any officer~~ WHEN THE PERSON HOLDING THE SAME dies, becomes incapacitated, is judicially declared incompetent, resigns or ceases to be domiciled in the City, or is convicted of a felony. It shall be the duty of the Council to declare such a vacancy exists.
- (b) Within forty-five (45) days after a vacancy is declared the Council shall choose, by majority vote, a duly qualified person to fill such vacancy except as otherwise set forth in this Charter. He/she shall serve only until the next Regular Municipal Election at which time the Electors shall elect a ~~Council Person and/or Mayor~~ PERSON to succeed or serve the remainder of the unexpired term if applicable.

(c) In the event City Council is unable to reach a decision as to a successor to fill an existent vacancy, a Special Election will be called, provided there will not be a Regular Municipal Election within ninety (90) days.

(d) If three (3) or more vacancies exist simultaneously ON THE COUNCIL, the remaining ~~Council Persons~~ MEMBERS shall at the next regular meeting of the Council, call a Special Election to fill such vacancies, provided there will not be a Regular Municipal Election within ninety (90) days and provided that their successors have not previously been elected.

**5.15 Oath of Office.** Before entering upon the duties of his/her office, every ~~Council Person, the Mayor~~ ELECTED OFFICIAL, City Clerk, Police Chief, Fire Chief, City Manager, Judge and City Attorney shall take, subscribe before and file with the City Clerk an oath or affirmation that he/she will support the Constitution of the United States, the Constitution of the State of Colorado, this Charter and the ordinances of the City and will faithfully perform the duties of the office.

## CHAPTER XII

### GENERAL PROVISIONS

**12.2 Definitions.** As used in this Charter the following words and phrases shall have the following meanings:

(a) Appropriation. The authorized amount of funds set aside or allocated for expenditure during a specified time and for a specified purpose.

(b) Ballot. Not limited to a piece of paper, but may include any mechanical OR ELECTRONIC means such as voting machines, through which a voter expresses and records his/her choice thereon.

(c) City. The City of Trinidad, Colorado, a municipal corporation.

(d) Council. The City Council of the City of Trinidad.

(E) ELECTED OFFICIAL. THE MAYOR OR A COUNCIL PERSON.

(e) (F) Employee. Any person in municipal service who is ~~not an officer~~ DESIGNATED AS AN EMPLOYEE IN THE PERSONNEL ENACTMENTS OF THE CITY.

(f) (G) Franchise. A special privilege granted by the City permitting the continuing use of public property such as City streets.

(g) (H) May. Construed as permissive.

(h) Officer. ~~Any person who is elected to office or appointed by Council, including appointees to boards and commissions.~~

(i) Person. Is intended to have a broad definition not limited to such as is herein enumerated but to include at least the following: individual, corporation, association, political subdivision, state agency, singular or plural of each.

(j) Publication. Publication in any legal newspaper having a general circulation in the City.

(k) Public Utility. Public utility or public utility corporations shall mean any person, firm or corporation operating waterworks, light plants, telephone systems, power plants, transportation systems, heating plants, CATV and other television distribution systems, and any other public utilities or works or ways, in whole or part for use of said City and the inhabitants thereof. It shall not include any person, firm or corporation owning or operating sidetracks or switches for the accommodation of manufacturing plants and business houses, or private telephone lines, and shall not include municipally-owned utilities.

~~(l) Qualified Taxpaying Elector. Any qualified elector who in the twelve (12) months last preceding the election at which the vote is offered shall have paid a property tax on property in the City of Trinidad.~~

~~(m) Qualified Elector. A resident of the City who is qualified to vote under the Constitution and Statutes of the State of Colorado.~~

(n) Regular Election. The municipal election held every two (2) years at which candidates for elective offices of the City are voted upon.

(o) Shall. Construed as mandatory.

(p) Statutes. The applicable laws of the State of Colorado as they now exist or as they may be amended, changed, repealed or otherwise modified by legal procedure.

**Section 5.** That the following question is hereby adopted for submitting the changes set forth in Section 4 above to the registered electors at said election:

Proposed Charter Amendment No. 2: **SHALL CHAPTER IV (“ELECTED OFFICIALS”), AND SECTIONS 5.3, 5.10, 5.11, 5.14, AND 5.15 OF CHAPTER V (“COUNCIL PROCEDURE”), AND SECTION 12.2 OF CHAPTER XII (“GENERAL PROVISIONS”), OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE AMENDED TO CLARIFY AND REVISE DEFINITIONS, DELETE OBSOLETE PROVISIONS AND DEFINITIONS, MAKE CONSISTENT USE OF DEFINED TERMS SUCH AS “OFFICIAL,” “ELECTED OFFICIAL,” AND “COUNCIL PERSONS,” CLARIFY THAT THE MAYOR IS A MEMBER OF THE CITY COUNCIL, DELETE DUPLICATE LANGUAGE CONCERNING TERM LIMITATIONS FOR THE MAYOR, AND MAKE OTHER CLARIFYING AMENDMENTS; AND SHALL CONFORMING AMENDMENTS BE MADE TO THE CHARTER IN CONNECTION THEREWITH; ALL AS SET FORTH IN TRINIDAD CITY ORDINANCE NO. \_\_\_\_\_, SECTION 4?**

**Section 6.** That the following proposed amendments to Section 4.2, Paragraph 3, of Chapter IV (“Elected Officials”) of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at said election:\*

**4.2. Qualifications of Elected Officers OFFICIALS (Mayor and City Council Persons).**

\* \* \*

~~No candidate for City Council or Mayor shall hold any other elective City office unless the term of such other elective office shall expire on or before the date on which such candidate would take office if elected. However, a person may simultaneously serve as a member of the City Council or Mayor, and as a member of a Home Rule Charter Commission of the City. NO PERSON SHALL BE A CANDIDATE FOR MAYOR AND COUNCIL PERSON AT THE SAME ELECTION, OR HOLD BOTH POSITIONS SIMULTANEOUSLY.~~

**Section 7.** That the following question is hereby adopted for submitting the changes set forth in Section 6 above to the registered electors at said election:

Proposed Charter Amendment No. 3: **SHALL SECTION 4.2, PARAGRAPH 3, OF CHAPTER IV (“ELECTED OFFICIALS”) OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE AMENDED TO CLARIFY THAT A PERSON MAY NOT RUN FOR MAYOR AND COUNCIL PERSON AT THE SAME ELECTION, OR HOLD BOTH POSITIONS SIMULTANEOUSLY; AND TO ESTABLISH THAT A COUNCIL PERSON RUNNING FOR MAYOR, OR A MAYOR RUNNING FOR COUNCIL PERSON, SHALL NOT BE REQUIRED TO RELINQUISH THE POSITION THAT THE PERSON CURRENTLY HOLDS, UNTIL AND UNLESS ACTUALLY ELECTED TO THE NEW POSITION; AND SHALL CONFORMING AMENDMENTS BE MADE TO THE CHARTER IN CONNECTION THEREWITH; ALL AS SET FORTH IN TRINIDAD CITY ORDINANCE NO. \_\_\_\_\_, SECTION 6?**

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\* Capital letters indicate new material added to existing Charter language; dashes through words indicate deletions from existing Charter language.

**Section 8.** That the following proposed amendments to Section 4.2, Paragraph 5, of Chapter IV (“Elected Officials”) of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at said election:\*

**4.2 Qualifications of Elected Officers OFFICIALS (Mayor and City Council Persons).**

\* \* \*

SUBJECT TO THE PROVISIONS OF THIS SUBSECTION, NO ~~Ne~~ person may serve as an elected official of the City for a continuous period of more than eight (8) years. Any person who has ~~held any elective office or offices for a continuous period of eight (8) years~~ SO SERVED shall thereafter become ineligible to serve ~~on City Council or as Mayor~~ AS AN ELECTED OFFICIAL for a period of four (4) years. A PERIOD IN WHICH A PERSON WAS APPOINTED TO THE OFFICE FOR LESS THAN A FULL TERM OF OFFICE, OR WAS ELECTED TO A PERIOD THAT WAS LESS THAN A FULL TERM OF OFFICE, SHALL NOT BE INCLUDED IN THE LIMITATIONS OF THIS SUBSECTION. NO PERSON MAY BE APPOINTED MAYOR OR COUNCIL PERSON AFTER HE OR SHE HAS BEEN TERM LIMITED, UNLESS AT LEAST FOUR (4) YEARS HAVE PASSED SINCE LEAVING THE TERM LIMITED OFFICE.

**Section 9.** That the following question is hereby adopted for submitting the changes set forth in Section 8 above to the registered electors at said election:

Proposed Charter Amendment No. 4: **SHALL SECTION 4.2, PARAGRAPH 5, OF CHAPTER IV (“ELECTED OFFICIALS”) OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE AMENDED TO CLARIFY THAT THE PERIOD OF APPOINTMENT TO A PARTIAL TERM OF OFFICE, OR THE PERIOD OF ELECTION TO A PARTIAL TERM OF OFFICE, SHALL NOT BE INCLUDED IN THE TERM LIMITATIONS APPLICABLE TO THE MAYOR AND COUNCIL PERSONS; AND SHALL CONFORMING AMENDMENTS BE MADE TO THE CHARTER IN CONNECTION THEREWITH; ALL AS SET FORTH IN TRINIDAD ORDINANCE NO. \_\_\_\_\_, SECTION 8?**

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\* Capital letters indicate new material added to existing Charter language; dashes through words indicate deletions from existing Charter language.

**Section 10. Severability.** If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 11. Effective Date.** This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

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

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

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

CITY OF TRINIDAD, COLORADO

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

ATTEST:

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

CITY OF TRINIDAD, COLORADO

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

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, SUBMITTING PROPOSED HOME RULE CHARTER AMENDMENTS REGARDING ELECTED OFFICIALS' CANDIDACY AND TERM LIMITATIONS TO THE REGISTERED ELECTORS OF THE CITY AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 1, 2011

WHEREAS, in accordance with Article XX of the Constitution of the State of Colorado, the registered electors of the City of Trinidad adopted a Home Rule Charter on November 2, 1993, to reserve unto the citizens of Trinidad the right and power of self-government; and

WHEREAS, the City Council of the City of Trinidad has conducted a review of the City's Home Rule Charter; and

WHEREAS, the City Council has determined that revisions to the Home Rule Charter regarding Elected Officials' candidacy and term limitations should be submitted for consideration by the registered electors of the City.

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

**Section 1.** That the following proposed amendments to Section 4.2, Paragraph 3, of Chapter IV ("Elected Officials") of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at the regular municipal election to be held on Tuesday, November 1, 2011: \*

**4.2. Qualifications of Elected Officers (Mayor and City Council Persons).**

\* \* \*

~~No candidate for City Council or Mayor shall hold any other elective City office unless the term of such other elective office shall expire on or before the date on which such candidate would take office if elected. However, a person may simultaneously serve as a member of the City Council or Mayor, and as a member of a Home Rule Charter Commission of the City.~~ NO PERSON SHALL BE A CANDIDATE FOR MAYOR AND COUNCIL PERSON AT THE SAME ELECTION, OR HOLD BOTH POSITIONS SIMULTANEOUSLY.

\* Capital letters indicate new material added to existing Charter language; dashes through words indicate deletions from existing Charter language.

**Section 2.** That the following question is hereby adopted for submitting the changes set forth in Section 6 above to the registered electors at said election:

Proposed Charter Amendment No. 3: **SHALL SECTION 4.2, PARAGRAPH 3, OF CHAPTER IV (“ELECTED OFFICIALS”) OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE AMENDED TO CLARIFY THAT A PERSON MAY NOT RUN FOR MAYOR AND COUNCIL PERSON AT THE SAME ELECTION, OR HOLD BOTH POSITIONS SIMULTANEOUSLY; AND TO ESTABLISH THAT A COUNCIL PERSON RUNNING FOR MAYOR, OR A MAYOR RUNNING FOR COUNCIL PERSON, SHALL NOT BE REQUIRED TO RELINQUISH THE POSITION THAT THE PERSON CURRENTLY HOLDS, UNTIL AND UNLESS ACTUALLY ELECTED TO THE NEW POSITION; ALL AS SET FORTH IN TRINIDAD CITY ORDINANCE NO. \_\_\_\_\_, SECTION 1?**

**Section 3.** That the following proposed amendments to Section 4.2, Paragraph 5, of Chapter IV (“Elected Officials”) of the Home Rule Charter for the City of Trinidad, Colorado, be submitted to the registered electors of the City at said election: \*

**4.2 Qualifications of Elected Officers (Mayor and City Council Persons).**

\* \* \*

SUBJECT TO THE PROVISIONS OF THIS SUBSECTION, NO ~~Ne~~ person may serve as an elected official of the City for a continuous period of more than eight (8) years. Any person who has ~~held any elective office or offices for a continuous period of eight (8) years~~ SO SERVED shall thereafter become ineligible to serve ~~on City Council or as Mayor~~ AS AN ELECTED OFFICIAL for a period of four (4) years. A PERIOD IN WHICH A PERSON WAS APPOINTED TO THE OFFICE FOR LESS THAN A FULL TERM OF OFFICE, OR WAS ELECTED TO A PERIOD THAT WAS LESS THAN A FULL TERM OF OFFICE, SHALL NOT BE INCLUDED IN THE LIMITATIONS OF THIS SUBSECTION. NO PERSON MAY BE APPOINTED MAYOR OR COUNCIL PERSON AFTER HE OR SHE HAS BEEN TERM LIMITED, UNLESS AT LEAST FOUR (4) YEARS HAVE PASSED SINCE LEAVING THE TERM LIMITED OFFICE.

**Section 4.** That the following question is hereby adopted for submitting the changes set forth in Section 8 above to the registered electors at said election:

Proposed Charter Amendment No. 4: **SHALL SECTION 4.2, PARAGRAPH 5, OF THE HOME RULE CHARTER FOR THE CITY OF TRINIDAD, COLORADO, BE AMENDED TO CLARIFY THAT THE PERIOD OF APPOINTMENT TO A PARTIAL TERM OF OFFICE, OR THE PERIOD OF ELECTION TO A PARTIAL TERM OF OFFICE, SHALL NOT BE INCLUDED IN THE TERM LIMITATIONS APPLICABLE TO THE MAYOR AND COUNCIL PERSONS; ALL AS SET FORTH IN TRINIDAD ORDINANCE NO. \_\_\_\_\_, SECTION 3?**

\* Capital letters indicate new material added to existing Charter language; dashes through words indicate deletions from existing Charter language.

**Section 5. Severability.** If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

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

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

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

CITY OF TRINIDAD, COLORADO

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

ATTEST:

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

ITEM NO. 7e

ITEM TO BE PLACED ON THE AGENDA FOR THE  
REGULAR MEETING OF THE CITY COUNCIL TO  
BE HELD ON August 2, 2011

**ITEM:** Consideration of bid results for Chestnut Street repairs

**REQUEST  
MADE BY:**

**CONTENTS/  
COMMENTS:**

Memo from Public Works Director Valentine dated 7/29/11  
Bid received  
Engineering Department estimate

ITEM NO. 7e



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

July 29, 2011

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

From: Mike Valentine *MV*

Re: Chestnut Street Repair

An advertisement for bid was published in local newspapers July 13<sup>th</sup> and 15<sup>th</sup>, 2011 for the City of Trinidad Project #01-2011 Chestnut Street Repair. Bid Advertisements were also mailed to licensed contractors who perform this type of construction and hold a current license with the City. Five contractors obtained sets of plans and specifications.

The project includes removal of the existing bricks and deteriorated concrete base by City Street and Bridge Crew and installation of new concrete base, curb and gutter, and sidewalk by contractor. City Street and Bridge crews will replace the historic brick pavers. The bid documents were prepared with unit prices for each line item and quantities of work can be adjusted either up or down depending conditions and budget.

A mandatory pre-bid meeting was held on July 18, 2011 and 2 prospective contractors attended.

A bid opening was held on July 21, 2011 and one bid was received and read aloud. The lone contractor's bid is attached for your review. Also included is an estimate spreadsheet prepared by City of Trinidad Engineering Departments.

Funding for the project will come from the Street and Bridge line items for construction, materials, and storm drainage.

It is my recommendation that we award the contract to Purgatoire Valley Construction, in the amount of \$33,763.00.

ITEM NO.	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
601	Concrete Class B (Ribbon)	LF	85	28.00	2,380.00
601	Concrete Class B (Brick Base)(8 in.)	SY	665	40.00	26,600.00
608	Concrete Sidewalk	SY	35	32.00	1,120.00
608	Concrete Curb Ramp(Handicap)(Type 2A)	SY	6	68.00	408.00
609	Curb & Gutter Type 2 (Section II-B)	LF	65	27.00	1,755.00
630	Traffic Control	LS	1	1,500.00	1,500.00
<b>TOTAL</b>					<b>\$33,763.00</b>

ITEM NO.	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
601	Concrete Class B (Ribbon)	LF	85	\$25.00	\$2,125.00
601	Concrete Class B (Brick Base)(10 in.)	SY	665	\$41.00	\$27,265.00
608	Concrete Sidewalk	SY	35	\$33.00	\$1,155.00
608	Concrete Curb Ramp(Handicap)(Type 2A)	SY	6	\$60.00	\$360.00
609	Curb & Gutter Type 2 (Section II-B)	LF	65	\$20.00	\$1,300.00
630	Traffic Control	LS	1	\$2,000.00	\$2,000.00
<b>TOTAL</b>					<b>\$34,205.00</b>