



Randy Winkler, Mayor
Jay Miller, Mayor Pro Tem
Richard Carter, Councilor
Barbara Clifton, Councilor
Dirk Myers, Councilor
Hans Parkinson, Councilor
Jonathan Rice, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 665-6405 for assistance.

**REGULAR MEETING
December 4, 2013**

**WORKSHOP 6:00 P.M.
COUNCIL CHAMBERS**

- 6:00 P.M. Receive presentation on Biosolids Action Plan (Dick Deussen)
- 6:30 P.M. Discuss liquor-licensed establishment restrictions (Jim Neu)

**REGULAR MEETING 7:00 P.M.
COUNCIL CHAMBERS**

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the November 20, 2013 Regular Meeting
 - B. Special Event Liquor Permit: BPOE Lodge Rifle Elks Lodge No. 2195 for December 6, 2013 (approve permit; cancel public hearing listed in Item 5 below)
 - C. Special Event Liquor Permit: Grand River Hospital District Volunteers Association for December 14, 2013 (approve permit; cancel public hearing listed in Item 6 below)
 - D. Appoint John Collins as Hearing Officer; set hearings to consider suspension or revocation of liquor licenses of Jon’s Liquors, Rib City Grill, Kum & Go #4924, Choice Liquors, and Thai Chili Bistro

- E. Extend Domestic Animal Shelter and Impoundment Services Agreement with Friends of Rifle Animal Shelter (FRAS) through Dec. 31, 2014
 - F. Ordinance No. 22, Series of 2013 (Refuse Collection Rates) – second reading
 - G. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In ((970) 665-6406)
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Public Hearing – Consider Special Event Liquor Permit Application – BPOE Lodge Rifle Elks Lodge No. 2195 for December 6, 2013 (Lisa Cain) – Council will cancel this hearing if it approves the permit in Consent Agenda Item B above
- 7:20 p.m. 6. Public Hearing – Consider Special Event Liquor Permit Application – Grand River Hospital District Volunteers Association for December 14, 2013 (Lisa Cain) – Council will cancel this hearing if it approves the permit in Consent Agenda Item C above
- 7:25 p.m. 7. Public Hearing – Consider Application of Alma Ruiz d/b/a De Marco’s Fettucine for liquor license (Lisa Cain)
- 7:35 p.m. 8. Consider creating Public Safety Citizen Advisory Board - Ordinance No. 23, Series of 2013 – 1st reading (John Dyer)
- 7:45 p.m. 9. Consider eliminating Victims Assistance Law Enforcement Board – Ordinance No. 24, Series of 2013 – 1st reading (John Dyer)
- 7:55 p.m. 10. Consider adopting 2014 Budget (Matt Sturgeon)
 A. Resolution No. 19, Series of 2013: Adopting the 2014 Budget
 B. Ordinance No. 25, Series of 2013: Annual Appropriation
 C. Resolution No. 20, Series of 2013: Mill Levy Certification
- 8:10 p.m. 11. Public Hearing - Consider approving 2013 Supplemental Budget (Matt Sturgeon)
 A. Resolution No. 21, Series of 2013: Budget Amendment
 B. Ordinance No. 26, Series of 2013: Supplemental Appropriation
- 8:20 p.m. 12. Administrative Reports
- 8:30 p.m. 13. Comments from Mayor and Council

The order and times of agenda items listed above are approximate and intended as a guideline for the City Council.

Next Regular Meeting of Council: December 18, 2013 at 7:00 p.m.



November 26, 2013

TO: Rifle City Council

FROM: Karp Neu Hanlon, P.C.

RE: Minors on Liquor Licensed Establishments

I. BACKGROUND

The purpose of this memorandum is to follow up on questions regarding the City's code provisions regarding minors on liquor licensed premises and the requirement that minors vacate a restaurant after 10pm if food is no longer being served. Local establishments have expressed concerns that this requirement is hampering their business. The code provisions at issue are in the City's Criminal Code and not the Liquor Code, and they were recently amended by Ordinance No. 19, Series of 2012.

A. OCTOBER 3, 2012 CITY COUNCIL PACKET LETTER

Below is the packet excerpt to see why the current provisions were enacted.

Ordinance No. 19, Series of 2012 (Minors on Liquor Licensed Premises). Sections 10-8-30 and 10-8-50 of the Rifle Municipal Code ("RMC") make it a Class A municipal offense for a person under the legal drinking age to enter, visit, frequent, or be present in an establishment within the City where fermented malt beverages or malt, vinous, or spirituous liquors are sold for consumption on the premises, subject to certain exceptions detailed at RMC Section 10-8-60. This RMC restriction does not differentiate between the types of licensed premises, necessitating the numerous exceptions contained in Section 10-8-60 created by past City Councils identifying situations where minors should be allowed, such as to eat a meal. Brendan Theatres' desire to serve beer and wine during movies is prohibited by the Code unless it is a 21 and over event, which would require the adoption of another exception to be permitted. In response, City staff members, including the Police Chief, City Prosecutor and the City Clerk, have examined the criminal penalties for minors on premises at Chapter 10, Article VIII of the RMC and propose the adoption of more cohesive and efficient regulations without fully altering the policy intent enacted in the 1970s. Ordinance No. 19, Series of 2012 before you would accordingly adopt revisions to the restriction of minors on licensed premises.

Ordinance No. 19 would revise RMC Sections 10-8-30 and 10-8-50 to restrict persons under the legal drinking age from entering establishments holding a tavern license—a true bar—rather than all licensed establishments. For other types of licensed

establishments, no one under twenty-one (21) would be permitted to be present after 10:00 pm if alcoholic beverages are still being served. This change would address enforcement issues at liquor licensed restaurants and clubs (Elks and Moose) where minors may be eating dinner or out with family, the logic being that most evening meals are finished by 10:00 pm. After that time the atmosphere of a licensed establishment may be more focused on bar activity and alcohol sales such that minors should be excluded. This prohibition excludes a location approved for a special event permit where the City Council examines establishment restrictions on a case-by-case basis when approving the special event permit. With this structure in place, the long list of exceptions to minors on premises restrictions at 10-8-60 can be eliminated. Staff recommends retaining the provisions that nothing shall prohibit: (1) owners or necessary maintenance employees from being in the establishment which they own or where they work, or (2) minors between the ages of eighteen (18) and twenty-one (21) years, who are members of an entertainment group paid or employed by the licensee, from being present in a licensed establishment during the period of time they are actually working or performing.

The consensus is that these amendments will aid the Police Department and staff in enforcing the City's minors on premises restrictions with clear guidelines.

B. ORDINANCE NO. 19, SERIES OF 2012

Below are the amendments adopted by Ordinance No. 19, Series of 2012:

Section 2. Section 10-8-30(a)(1) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in bold, double underlined text.

10-8-30. Establishment restrictions.

(a) Except as provided for elsewhere in this Article, it shall be unlawful for the licensee, proprietor, agent or employee of any establishment possessing a liquor license, other than a special events permit issued pursuant to Section 6-5-120 of this Code, for the sale of fermented malt beverages or malt, vinous or spirituous liquors for consumption on the premises to permit or allow the following:

(1) Persons under the age of twenty-one (21) years to enter, frequent, visit or be present in any such establishment after 10:00 pm if fermented malt beverages or malt, vinous or spirituous liquors are still being served; and

Section 3. Section 10-8-50 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in bold, double underlined text and deletions in strike-through text.

10-8-50. Minors on premises prohibited.

(a) It is unlawful for a person under the legal drinking age to enter, visit, frequent or be present in any establishment operating under a tavern license ~~where fermented malt beverages or malt, vinous or spirituous liquors are sold for consumption on the premises.~~

(b) Any offense created under this Section shall be one of strict liability.

(c) A violation of this Section is a Class A municipal offense. Penalties for this violation are set forth in Section 10-1-40 above.

Section 4. Section 10-8-60 of the Rifle Municipal Code, "Exceptions," is hereby repealed in its entirety and reenacted to read as follows.

10-8-60. Minors—exceptions.

Nothing contained in Sections 10-8-30 and 10-8-50 above shall prohibit:

(1) Owners or necessary maintenance employees from being in the establishment which they own or where they work.

(2) Minors between the ages of eighteen (18) and twenty-one (21) years, who are members of an entertainment group paid or employed by the licensee, from being present in a licensed establishment during the period of time they are actually working or performing.

To see the litany of exceptions that Ordinance No. 19, Series of 2012 cleaned up, here is what old Code section used to state:

Sec. 10-8-60. Exceptions.

Nothing contained in Sections 10-8-30 and 10-8-50 above shall prohibit:

(1) Minors from entering or remaining in the restaurant portion of an establishment holding a hotel and restaurant liquor license or a fermented malt beverage license for consumption on the premises, for the limited purpose of consuming meals actually and regularly served; provided, however, that a minor must leave the premises after consuming said meal.

(2) Minors from passing through the bar portion of an establishment for the necessary ingress and egress to and from rest rooms.

(3) Owners or necessary maintenance employees from being in the establishment which they own or where they work.

(4) Minors between the ages of eighteen (18) and twenty-one (21) years, who are members of an entertainment group paid or employed by the licensee, from being present in a licensed establishment during the period of time they are actually working or performing.

(5) Minors from entering or remaining upon any licensed establishment which holds a club license, as defined in Section 12-47-416, C.R.S.

(6) Minors from entering, frequenting, visiting or being present in a licensed establishment during the period the establishment is hosting an authorized underage event as provided for in this Subsection. A licensed establishment may host an underage event subject to the following:

a. The licensee, proprietor, agent or employee of the licensed establishment shall apply to the City Manager for an underage event permit, which shall be reviewed and approved at the City Manager's sole discretion. The City Manager shall refer the application to the Chief of Police for the Chief's review and comment. The application shall contain an underage event permit plan which shall contain the following information:

1. Dates and times of the underage event; provided, however, that in no event shall the underage event last later than one-half (½) hour before the City curfew;

2. A diagram of the establishment, indicating which portions of the establishment are accessible to minors and those portions to which access will be prohibited and locked;

3. Measures to secure all alcoholic beverages to prevent consumption during the underage event;

4. Security measures for crowd control and monitoring of minors in the establishment and on the premises, including parking lots; and

5. How, to the extent reasonably practicable, all advertisements for alcohol and tobacco will be removed or covered during the period of the authorized underage event. The City Manager shall have sole discretion in approving an underage event permit and may place those restrictions and conditions on the permit to effectuate the intent of this Article. Any adverse decision on an underage event permit by the City Manager may be appealed by the licensee, proprietor, agent or employee of the licensed establishment applying for the permit to the City Council for its review and approval. The decision of the City Council shall be the final decision on the application.

b. The following shall be conditions on all underage events:

1. NO ALCOHOLIC BEVERAGES MAY BE SOLD OR CONSUMED IN THE LICENSED ESTABLISHMENT OR ON THE PREMISES DURING THE PERIOD OF THE AUTHORIZED UNDERAGE EVENT;

2. Except for the age of the customers, all state and local liquor licensing laws shall be obeyed;

3. Any violation of state and local liquor licensing laws, this Code or conditions placed on the underage event permit by the City Manager shall be one of strict liability and shall prohibit any future underage events for a period of six (6) months, in addition to any remedies under applicable local and state laws, including, without limitation, this Article;

4. The licensee, proprietor, agent or employee of the licensed establishment shall notify the Police Department seven (7) days prior to the underage event; and

5. The underage event shall prohibit all smoking and/or use of tobacco.

II. CODE AMENDMENT OPTIONS

The City of Rifle is unique with its prohibition of minors being in liquor licensed establishments and most jurisdictions do not maintain this criminal charge in their codes. Obviously, it is a violation of the Liquor Code and Criminal Code to serve alcohol to minors and many bars and clubs have private policies restricting minors from entering their business. By acknowledging the different categories of liquor licenses, the City enacted a restriction in its Criminal Code for stand-alone bars by prohibiting minors from being in an establishment that has a tavern license. Restaurants have a different liquor license and serve a more diverse customer base. The Chief of Police reviewed this matter again, and if the Council desires, the Code can be amended to readopt an exception that allows a minor in an establishment with a hotel and restaurant license to be there for the purpose of consuming a meal. Such an amendment is shown below and this would continue to require Brenden Theatres to stop serving alcohol after 10pm in order for minors to be present because Brenden holds a beer and wine license and does not serve meals; however, the exception permits minors to remain in a restaurant after 10pm so long as they consumed a meal and alcohol can continue to be served in the establishment.

10-8-30. Establishment restrictions.

(a) Except as provided for elsewhere in this Article, it shall be unlawful for the licensee, proprietor, agent or employee of any establishment possessing a liquor license, other than a special events permit issued pursuant to Section 6-5-120 of this Code, for the sale of fermented malt beverages or malt, vinous or spirituous liquors for consumption on the premises to permit or allow the following:

(1) Persons under the age of twenty-one (21) years to enter, frequent, visit or be present in any such establishment after 10:00 pm if fermented malt beverages or malt, vinous or spirituous liquors are still being served; and

10-8-60. Minors—exceptions.

Nothing contained in Sections 10-8-30 and 10-8-50 above shall prohibit:

(1) Owners or necessary maintenance employees from being in the establishment which they own or where they work.

(2) Minors between the ages of eighteen (18) and twenty-one (21) years, who are members of an entertainment group paid or employed by the licensee, from being present in a licensed establishment during the period of time they are actually working or performing.

(3) Minors from entering or remaining in the restaurant portion of an establishment holding a hotel and restaurant liquor license or fermented malt beverage

license for the limited purpose of consuming meals actually and regularly served.

Another option for Council to consider is deleting the establishment restriction set forth in Section 10-8-30(a)(1) in its entirety and no exception needs to be adopted. Again, it is a criminal offense and a violation of the Liquor Code for a minor to be served alcohol, so this restriction is targeted at prohibiting a minor from being in a liquor licensed establishment. With the current Code provisions, however, minors would still be prohibited from being in a tavern licensed establishment. This may create issues with the upcoming opening of the Ute Theatre, which will likely seek a tavern license since food will not always be available and served. The City is considering bidding the service at the Ute Theatre to a concessionaire who will seek the license, but Council should consider this policy issue now knowing it is coming up. This is why we have scheduled a workshop for this item to discuss it more in depth and the Police Chief will attend with his thoughts. Again, Rifle's prohibition of minors in liquor licensed premises is unique and most true bars do not allow minors for their own private reasons- it is not a good environment for children and bar patrons likely do not want minors in the establishment, and if the minor is almost of age, the bar does not want the liability of potentially serving the minor. If Council desires to move in this direction, the Code would need to delete the prohibition of minors in taverns, too. Finally, another option is to keep the Code as written.

RIFLE CITY COUNCIL MEETING

Wednesday, November 20, 2013

REGULAR MEETING

7:00 p.m. * Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Randy Winkler.

PRESENT ON ROLL CALL: Councilors Rich Carter, Barb Clifton, Jay Miller, Dirk Myers, Hans Parkinson, Jonathan Rice, and Mayor Randy Winkler.

OTHERS PRESENT: Matt Sturgeon, City Manager; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Channel 10 Manager; Michael Churchill, Channel 10 Assistant Manager; Rick Barth, City Engineer; Kimberly Bullen, Government Affairs Coordinator; Dick Deussen, Utilities Director; John Dyer, Police Chief; Nathan Lindquist, Planning Director; Jim Miller, Resident Engineer; Mehta Apuleo, Ava Bowles; Gil Frontella; Jeff Giard; Roger Giard; Maria King; Cesar Luna; Scott McGinnis; Mike McKibbin; Salvador Moreno; Helen Rogers; Mike Samson; Houston Stansbury; and Dennis Webb.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the November 6, 2013 Regular Meeting
- B. Liquor License Renewal: Jon's Liquors
- C. Letter to Bureau of Land Management regarding Northwest Colorado Greater Sage-Grouse Draft Land Use Plan Amendment and Environmental Impact Statement
- D. Authorize City Manager to submit Energy and Mineral Impact Assistance Fund Grant Application to construct and connect redundant water line to South Rifle – Resolution No. 18, Series of 2013
- E. Ordinance No. 21, Series of 2013 (Amendments to Model Traffic Code) – second reading
- F. Cancel Council meeting scheduled for January 1, 2014; reschedule Council meeting scheduled for June 18, 2014 to June 16, 2014
- G. September 2013 Financial Report
- H. Accounts Payable

Councilor Rice moved to approve Consent Agenda Items A, B, C, D, E, F, G, and H; seconded by Councilor Miller. Roll Call: Yes - Carter, Clifton, Miller, Myers, Parkinson, Rice, Winkler

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

RECEIVE PRESENTATION FROM ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO

Mike Samson, Scott McGinnis, and Maria King presented information about Associated Governments of Northwest Colorado and asked Council to consider authorizing the City to join the organization.

PUBLIC HEARING – CONSIDER APPLICATION OF ALMA RUIZ D/B/A DE MARCO'S FETTUCINE FOR LIQUOR LICENSE

Mayor Winkler opened the public hearing. City Clerk Lisa Cain said that Alma Ruiz d/b/a De Marco's Fettucine had filed an application for a new Hotel & Restaurant liquor license for premises located at 119 West 3rd Street. Staff had not yet received the results of a criminal history check on Ms. Ruiz, so they recommended that Council continue the public hearing to December 4, 2013.

Councilor Carter moved to continue the public hearing on the liquor license application of Alma Ruiz to December 4, 2013; seconded by Councilor Miller. Roll Call: Yes - Carter, Clifton, Miller, Myers, Parkinson, Rice, Winkler

CONSIDER AUTHORIZING CLOSURE OF CITY STREETS FOR 2014 COLORADO MINI CLASSIC BICYCLE RACE ON MAY 26, 2014

Planning Director Nathan Lindquist informed Council that the Bicycle Racing Association of Colorado had requested Council to close these streets from 6 a.m. to 2 p.m. on Monday, May 26, 2014 (Memorial Day) for the 2014 Colorado Mini Classic Bicycle Race:

- East Avenue between 4th Street and 9th Street
- Whiteriver Avenue between 4th Street and 9th Street
- 4th Street between East Avenue and Whiteriver Avenue
- 9th Street between East Avenue and Whiteriver Avenue

The race is a national youth bike race for ages 10 - 22. The race would bring 150 – 200 youth riders and their families from multiple states to Rifle. During the race residents would have vehicle access to their homes at race interludes that occur approximately every 30 minutes. Residents would be able to access their homes by foot throughout the entire event. Vehicles would not be permitted to park on-street during the race. Off-site parking for residents and visitors would be identified in the applicants' special event permit.

Councilor Miller moved to close these streets from 6 a.m. to 2 p.m. on Monday, May 26, 2014 (Memorial Day) for the 2014 Colorado Mini Classic Bicycle Race:

- East Avenue between 4th Street and 9th Street
- Whiteriver Avenue between 4th Street and 9th Street
- 4th Street between East Avenue and Whiteriver Avenue
- 9th Street between East Avenue and Whiteriver Avenue

Motion seconded by Councilor Carter. Roll Call: Yes - Carter, Clifton, Miller, Myers, Parkinson, Rice, Winkler

CONSIDER DIRECTING STAFF TO DRAFT ADDITIONAL REGULATIONS RELATED TO CHICKENS TO REDUCE ODOR IMPACTS

Planning Director Nathan Lindquist informed Council that there have been recent complaints from residents whose neighbors have chickens about odor from the chickens.

The City currently permits a homeowner to have up to 10 chickens in a backyard coop. A 6-foot fence and proper cleaning of the coop to prevent odors from spreading to neighboring properties are required. City code enforcement visits properties when complaints are received and can issue citations based on odor problems. City staff has issued warnings, but no citations for odor have been issued.

Council directed staff to propose additional regulations to reduce odor impacts.

PUBLIC HEARING - 2014 PROPOSED BUDGET

Mayor Winkler opened the public hearing. City Manager Matt Sturgeon provided an overview of the proposed 2014 budget. Council discussed the following funds: Information Technology Maintenance Fund, Information Technology Equipment Fund, Fleet Maintenance Fund, Fleet Loan Fund, Water Fund, and Wastewater Fund.

REVIEW WATER AND WASTEWATER SYSTEM IMPROVEMENT FEES

Council discussed reducing system improvement fees (tap fees) for the purpose of reducing barriers to business and housing starts.

Council directed staff to prepare an ordinance reducing temporarily various fees.

CONSIDER APPROVING ORDINANCE NO. 22, SERIES OF 2013 (REFUSE COLLECTION RATES) – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING REFUSE COLLECTION RATES AND CHARGES

Mr. Sturgeon explained that proposed Ordinance No. 22, Series of 2013, would increase refuse collection rates by 5 percent on January 1 of each year, starting January 1, 2014, to keep up with inflation, continue funding the annual spring clean-up, and prepare for negotiating a new sanitation service contract in 2017.

Councilor Parkinson moved to approve Ordinance No. 22, Series of 2013, on first reading as presented and to order it to be published as required by Charter; seconded by Councilor Rice. Roll Call: Yes - Carter, Clifton, Miller, Myers, Parkinson, Rice, Winkler

ADMINISTRATIVE REPORTS

Mr. Sturgeon reported to Council on the following issues: water treatment plant repair, East 4th Street public parking, Elm Avenue sewer replacement project, Airport Road pedestrian movement improvements, acquisition of trucks for the Utilities Department, and construction of solar arrays.

City Attorney Jim Neu reported that staff is working on proposed modifications of liquor-licensed establishment restrictions.

Council's consensus was to hold its 2014 strategic planning session on January 31 and February 1, 2014.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Myers cited signs of an improving economy.

Councilor Parkinson thanked Mr. and Ms. Sykes for their positive comments on the Elm Avenue sewer replacement project.

Mayor Winkler commended staff on its handling of the water treatment plant repair.

Councilors and Mayor Winkler wished everyone a happy Thanksgiving.

EXECUTIVE SESSION - FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B); FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER CRS SECTION 24-6-402(4)(E)

Councilor Rice moved to go into executive session to receive legal advice and discuss negotiations; seconded by Councilor Parkinson. Roll Call: Yes - Carter, Clifton, Miller, Myers, Parkinson, Rice, Winkler

Upon return to open session following conclusion of the executive session, meeting adjourned at 9:29 p.m.

Lisa H. Cain
City Clerk

Randy Winkler
Mayor



To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Cain, City Clerk

Date: Monday, November 25, 2013

Subject: Special Event Liquor Permit: BPOE Lodge Rifle Lodge #2195 – Colorado River Fire Rescue Holiday Party

BPOE Lodge Rifle Lodge #2195 has applied for a Special Event Permit to serve liquor at the Colorado River Fire Rescue Holiday Party at the Grand River Conference Center at 501 Airport Road on December 6, 2013 from 5:00 p.m. to 10:00 p.m.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2013.

The City did not receive any protest about the application within 10 days after notice of the application was posted. Staff does not object to Council's approving the permit.

Staff recommends that Council:

- 1) Cancel the public hearing scheduled on its December 4, 2013 agenda on this application; and
- 2) Approve a Special Event Permit for BPOE Lodge Rifle Lodge #2195 to serve liquor at the Colorado River Fire Rescue Holiday Party at the Grand River Conference Center at 501 Airport Road on December 6, 2013 from 5:00 p.m. to 10:00 p.m.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)**

- | | | |
|---|--|--|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input checked="" type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00-PER-DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00-PER-DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BPOE LODGE RIFLE ELKS LODGE NO 2195	State Sales Tax Number (Required) 04-09357-0000
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 1229 Rifle CO 81650	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 501 Airport Road Rifle CO 81650
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Nancy Bayne			
5. EVENT MANAGER Nancy Bayne			
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 8		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date	Date	Date	Date
Dec. 6, 2013			
Hours From 5:00 p.m. To 10:00 p.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE Secretary	DATE 10-21-2013
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

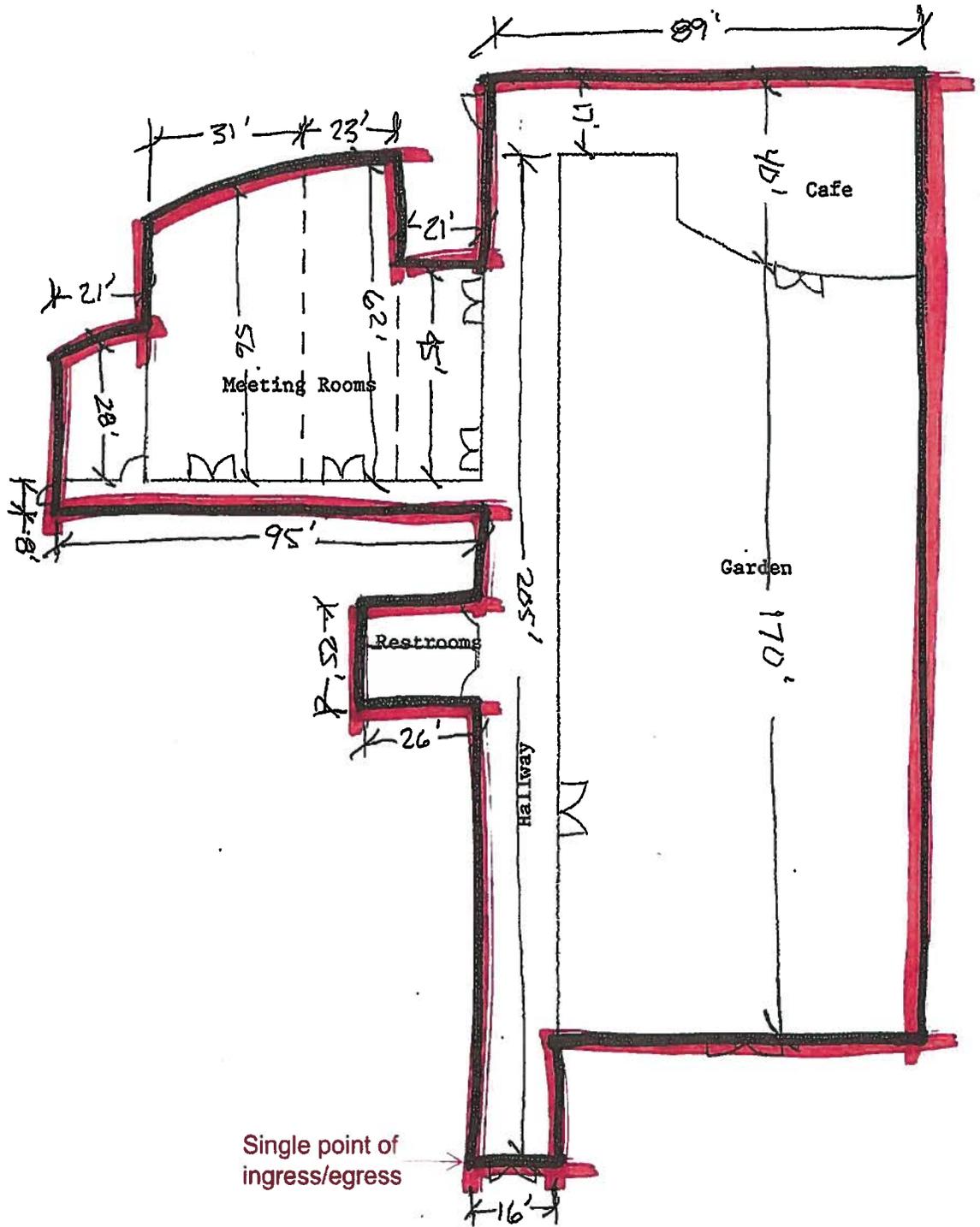
LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION

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

Grand River Hospital District





HOSPITAL SERVICES | FAMILY MEDICINE | WOMEN'S HEALTH | INTERNAL MEDICINE | SPECIALTY SERVICES
LONG TERM CARE | OCCUPATIONAL HEALTH SERVICES | SCHOOL BASED HEALTH

October 15, 2013

To Whom It May Concern:

Permission is granted for the BPOE Lodge Rifle Elks Lodge #2195 to have a Special Events Permit for alcoholic beverages during the Colorado River Fire Rescue's Holiday Event to be held on Grand River Hospital District's premises on Friday, December 6, 2013.

Please contact me if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "James C. Coombs, Jr.", written in a cursive style.

James C. Coombs, Jr., CEO
Grand River Hospital District



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

BPOE RIFLE ELKS #2195

is a **Nonprofit Corporation** formed or registered on 07/03/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871679886.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/18/2013 that have been posted, and by documents delivered to this office electronically through 10/21/2013 @ 13:45:08.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 10/21/2013 @ 13:45:08 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8670098.



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

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

City of Rifle

Special Event Liquor Permit Application

Name of Applicant / Organization: BPOE LODGE RIFLE ELKS LODGE NO 2195

Thank you for your interest in a Special Event in the City of Rifle. In addition to the State Application (Form #DR 8439), the following information must be provided in order for your application to be considered. Incomplete applications will be rejected. Attach separate sheets if necessary to provide complete answers to all questions. Please do not hesitate to contact the City Clerk with questions at (970) 665-6405.

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? **DECEMBER 6, 2013**

2. Describe your event.

This is the Colorado River Fire Rescue Holiday Party.

3. Explain the nature of your organization, its function, and who or what benefits from its operations. We are a fraternal organization. We do charity work in the community. The members benefit as well as the children and families of the community.

4. Who or what organization will be the recipient of funds derived from this event?

Rifle Elks #2195

5. How many attendees do you expect at this event? **200**

6. Describe the premises at which this event will take place.

The banquet facilities at Grand River Hospital

7. What security measures will you take to ensure your event will be safe for all participants?

We will check I.D.'S

8. How many security personnel will be on hand? **The Hospital has one security person on duty.**

9. How will security personnel be identified?

They are in uniform.

10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?

11. What type of entertainment will be provided, if any, for this event?

12. What method will be used to check identification for proper age of attendees (i.e., at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages?

At the bar licenses or state issued ID's will be checked and have wristbands.

13. How will the conduct and level of intoxication of attendees be monitored and by whom?

By those bartending. The hours of operation are for a short period of time and dinner is being served.

14. Rifle Municipal Code Sec. 6-5-170(a)(3) requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, be present at all times and supervise the dispensing of alcoholic beverages. What is/are the name(s) of the person(s) who has/have this certification and will be on the premises the entire time of your event? Please attach a copy of the certification(s) of this/these person(s).

Nancy Bayne and Todd Saunders or Gary Case

15. What types of alternate beverages and food/snacks will be available?

There is ice tea, lemonade, and coffee available. They are having dinner.

16. Explain how this event will be marketed, describing what kinds of advertising material will be distributed and the targeted recipients of such material.

This is a private party for CRFR employees, board of directors, and guests.

17. Have you included the appropriate fees with your application?

Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)

Check payable to the *City of Rifle* for \$100.00 per event

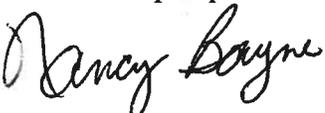
18. Does your diagram of the intended licensed premises include:

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

An outline *in red* of the area to be licensed?

I certify that I am familiar with the provisions of: (1) Title 12, Article 48 of the Colorado Revised Statutes; and (2) Sections 6-5-120, 6-5-170, 10-8-70, and 10-8-80 of the Rifle Municipal Code, which govern special event liquor permits.

Signature: 

Date: October 21, 2013

This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

Congratulations!

By successfully completing the TIPS (Training for Intervention ProcedureS) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



On Premise
Issued: 10/15/2013
ID#: 3589236

SSN: XXX-XX-XXXX
Expires: 9/24/2016
D.O.B.: XX/XX/XXXX

NANCY A BAYNE
307 W Richards Ave
Silt, CO 81652-8808

For service visit us online at www.gettips.com
Kristy Christensen, 54036

This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

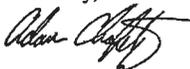
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You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz
President, HCI

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On Premise
Issued: 10/15/2013
ID#: 3589241

SSN: XXX-XX-XXXX
Expires: 9/24/2016
D.O.B.: XX/XX/XXXX

GARY A CASE
Po Box 130
Silt, CO 81652-0130

For service visit us online at www.gettips.com
Kristy Christensen, 54036



To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Cain, City Clerk

Date: Monday, November 25, 2013

Subject: Special Event Liquor Permit: Grand River Hospital District Volunteer Association – Grand River Hospital District Holiday Party

Grand River Hospital District Volunteer Association has applied for a Special Event Permit to serve liquor at the Grand River Hospital District Holiday Party at the Grand River Conference Center at 501 Airport Road on December 14, 2013 from 10:00 a.m. (includes set-up time) to 10:00 p.m.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2013.

The City did not receive any protest about the application within 10 days after notice of the application was posted. Staff does not object to Council's approving the permit.

Staff recommends that Council:

- 1) Cancel the public hearing scheduled on its December 4, 2013 agenda on this application; and
- 2) Approve a Special Event Permit for Grand River Hospital District Volunteer Association to serve liquor at the Grand River Hospital District Holiday Party at the Grand River Conference Center at 501 Airport Road on December 14, 2013 from 10:00 a.m. to 10:00 p.m.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)**

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE GRAND RIVER HOSPITAL DISTRICT VOLUNTEERS ASSOCIATION		State Sales Tax Number (Required) 20121141678	
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 501 AIRPORT ROAD RIFLE, CO 81650		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 501 AIRPORT ROAD RIFLE, CO 81650	
NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE LARRY W. SWEENEY			
5. EVENT MANAGER LYNNE MILLER			
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 1		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
12-14-2013 10:00am To 10:00pm				

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Larry W. Sweeney	TITLE PRESIDENT, GRHDVA	DATE 11-07-2013
--------------------------------------	-----------------------------------	---------------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

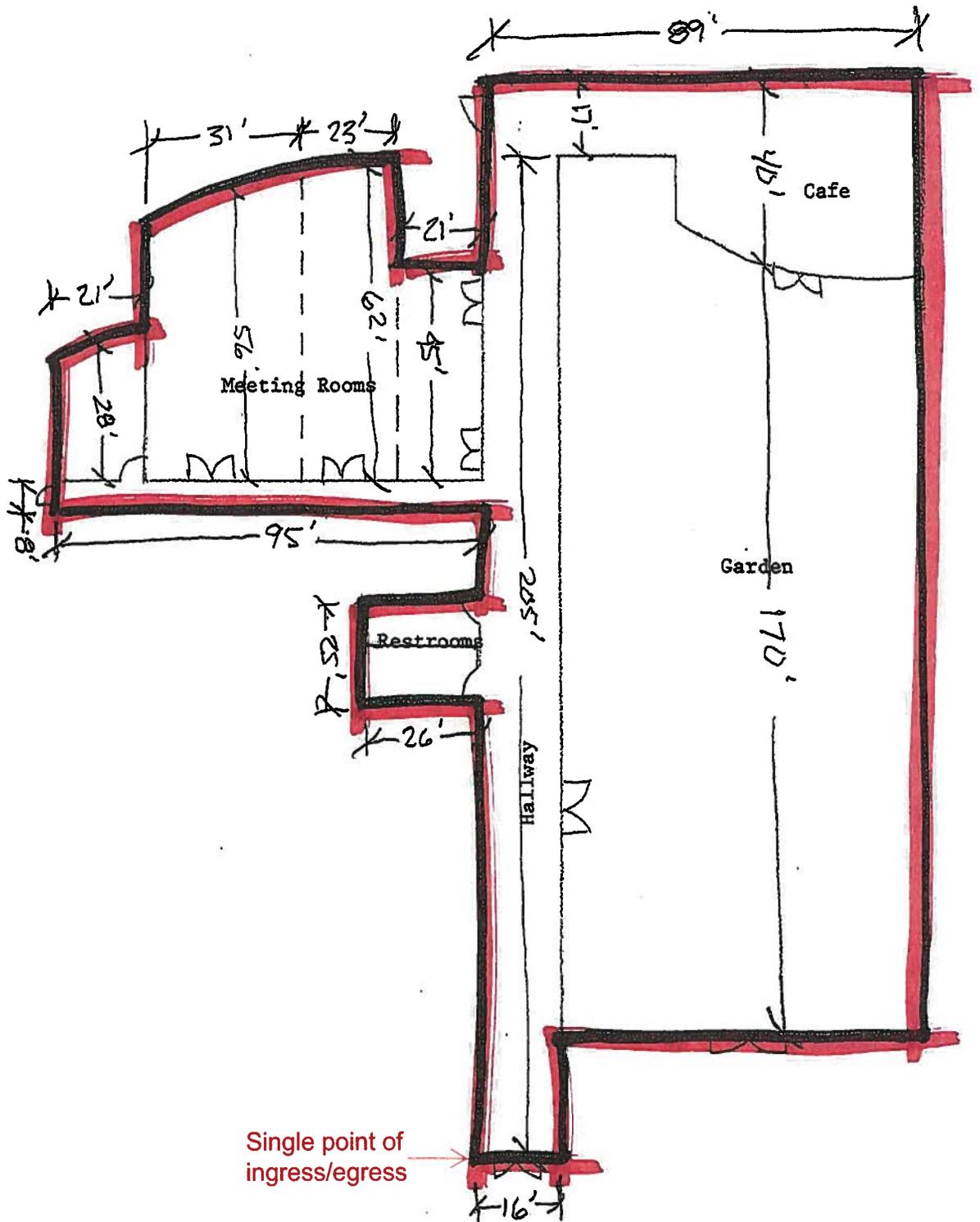
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

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

Grand River Hospital District





HOSPITAL SERVICES | FAMILY MEDICINE | WOMEN'S HEALTH | INTERNAL MEDICINE | SPECIALTY SERVICES
LONG TERM CARE | OCCUPATIONAL HEALTH SERVICES | SCHOOL BASED HEALTH

October 21, 2013

To Whom It May Concern:

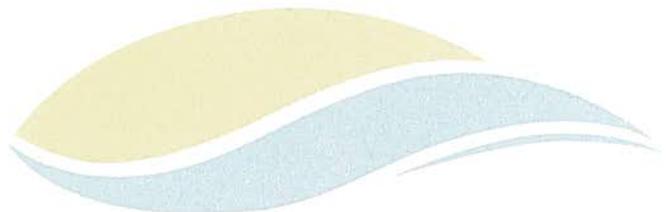
Permission is granted for the Grand River Hospital District Volunteers Association to have a Special Events Permit for alcoholic beverages during the Grand River Hospital District Employees' Holiday Party to be held on Grand River Hospital District's premises on Saturday, December 14, 2013.

Please contact me if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "James C. Coombs, Jr.", written in a cursive style.

James C. Coombs, Jr., CEO
Grand River Hospital District



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Grand River Hospital District Volunteers Association

is a **Nonprofit Corporation** formed or registered on 03/05/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121141678.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/04/2013 that have been posted, and by documents delivered to this office electronically through 11/06/2013 @ 09:01:34.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/06/2013 @ 09:01:34 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8683860.



A handwritten signature in black ink, appearing to read "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi-/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

City of Rifle
Special Event Liquor Permit Application

Name of Applicant / Organization: Grand River Hospital District Volunteer Services (GRHDVA)

Thank you for your interest in a Special Event in the City of Rifle. In addition to the State Application (Form #DR 8439), the following information must be provided in order for your application to be considered. Incomplete applications will be rejected. Attach separate sheets if necessary to provide complete answers to all questions. Please do not hesitate to contact the City Clerk with questions at (970) 665-6405.

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? December 14th, 2013

2. Describe your event.
Annual Holiday party for employees

3. Explain the nature of your organization, its function, and who or what benefits from its operations.

GRHDVA is the volunteer organization of Grand River Hospital District. The members consist of employees + community members. We assist in areas of needed help. Example - delivering Meals on Wheels to the community. We also conduct fundraisers.

4. Who or what organization will be the recipient of funds derived from this event?

Profits will go into Grand River Hospital Volunteer Association and Nutritional Services to cover expenses.

5. How many attendees do you expect at this event?

200-240

6. Describe the premises at which this event will take place.

In the Grand River Hospital Conference area.

7. What security measures will you take to ensure your event will be safe for all participants?

HSS (Hospital Shared Security) will be on hand. We have also booked hotel rooms with Hampton Inn if needed.

8. How many security personnel will be on hand?

3 Security Staff

9. How will security personnel be identified?

All security staff wear HSS uniform which is also clearly labeled security

10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?

Event is indoors. Outdoor smoking will be held in courtyard which is enclosed by fence + gate and labeled

11. What type of entertainment will be provided, if any, for this event?

Dancing / DJ - Boggie Down Light & Sound
Saxophone player during dinner
Photo Booth during event
Cookie decorating during event + Santa Claus

12. What method will be used to check identification for proper age of attendees (i.e., at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages?

No underage persons allowed. IDs will be checked at entrance, UV stamp will be administered at that time. UV light will be at bar and patrons must check stamp before ~~be~~ being served.

13. How will the conduct and level of intoxication of attendees be monitored and by whom?

Certified "Safe Serve + Tipps" servers will be the bar servers.

14. Rifle Municipal Code Sec. 6-5-170(a)(3) requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, be present at all times and supervise the dispensing of alcoholic beverages. What is/are the name(s) of the person(s) who has/have this certification and will be on the premises the entire time of your event? Please attach a copy of the certification(s) of this/these person(s).

15. What types of alternate beverages and food/snacks will be available? Coffee, water, soda, appetizers, four course meal, dessert bar, late night hot dog stand.

16. Explain how this event will be marketed, describing what kinds of advertising material will be distributed and the targeted recipients of such material. This is a Grand River Hospital employee holiday party. Invite only. Invitations will be sent out to 21 and older only.

17. Have you included the appropriate fees with your application?

Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)

Check payable to the City of Rifle for \$100.00 per event

18. Does your diagram of the intended licensed premises include:

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

An outline *in red* of the area to be licensed?

I certify that I am familiar with the provisions of: (1) Title 12, Article 48 of the Colorado Revised Statutes; and (2) Sections 6-5-120, 6-5-170, 10-8-70, and 10-8-80 of the Rifle Municipal Code, which govern special event liquor permits.

Signature:

Lynne Miller

Date:

11/14/13

Director of Food/Nutritional Services

& Volunteer of GRND

Certificate of Completion

This is to certify that

frances miller

has completed

Learn2Serve On-Premises Alcohol Seller/Server

Debra Seavers



360training.com™

Completion Date 08/08/2013

Course Duration 3.00

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 800-442-1149 ♦ www.360trainingsupport.com

SELLER / SERVER CERTIFICATION

Trainee Name: james c bricker

Date of Completion: 09/22/2011 15:08 CST

School Name: Learn2Serve

Certification #: 2091150

I, James C. Bricker

certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This certificate expires 3 years after the completion date unless otherwise mandated. Please forward all questions to support@360training.com.



Corporate Headquarters
1401 W. Maple, Suite 100
Aurora, IL 60009
P: 800.442.3149

SELLER / SERVER CERTIFICATION

Trainee Name: Daniel J Tomasko

Date of Completion: 09/06/2011 12:10 CST

School Name: Learn2Serve

Certification #: 2073516

I, 

certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This certificate expires 3 years after the completion date unless otherwise mandated. Please forward all questions to support@360training.com.



Corporate Headquarters

13801 N. Lamar, Suite 100

Austin, Texas 78757

P: 509-442-1129



To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Cain, City Clerk

Date: Tuesday, November 26, 2013

Subject: Orders to Show Cause and Notices of Hearing

Earlier this year, Jon's Liquors, Rib City Grill, Kum & Go #4924, Choice Liquors, and Thai Chili Bistro admitted that their employees sold alcoholic beverages to minors during compliance checks by the Colorado Liquor Enforcement Division ("Division"). These licensees paid fines to the Division in lieu of active suspension of their licenses.

City Council also has the authority to take action against these licensees for violation of the Colorado Liquor Code, based on the failed compliance checks.

Staff has drafted Orders to Show Cause and Notices of Hearing for these Liquor Code violations. The Council, acting as the City of Rifle Local Licensing Authority, must set the time and place of hearing. Staff recommends that the hearings take place on December 20, 2013.

Previously, the Council, acting as the Local Licensing Authority, appointed City Prosecutor Angela Roff as Special Counsel to conduct investigations and prosecute licensees on behalf of the City. The Council appointed Ms. Roff to serve at the Authority's pleasure as Special Counsel for liquor license violations without a specified time period so reappointment was not necessary for future violations. Ms. Roff is willing to serve as Special Counsel in connection with this matter.

Previously, the Authority appointed Barb Clifton to serve as Liquor License Hearing Officer, and John Collins to serve as Substitute Liquor License Hearing Officer. Now that Ms. Clifton is a Council Member, staff recommends that Council appoint John Collins as Liquor License Hearing Officer.

The City Attorney will act on behalf of and advise the City Council acting as the Local Licensing Authority.

Staff recommends that Council approve the Orders to Show Cause and Notices of Hearing concerning Jon's Liquors, Rib City Grill, Kum & Go #4924, Choice Liquors, and Thai Chili Bistro.

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY
GARFIELD COUNTY, COLORADO

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

Box I Inc
d/b/a Jon's Liquors
401 West 2nd Street
Rifle CO 81650

City of Rifle Liquor License No. 26-12

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Colorado Department of Revenue Stipulation, Agreement, and Order SA 13-237, probable cause exists to believe that Box I Inc d/b/a Jon's Liquors, 401 West 2nd Street, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 8th day of July, 2013, said Licensee, acting through its agent, Lysandra Demorest, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the Rifle City Council, acting as the City of Rifle Liquor Licensing Authority, on December 20, 2013 at 9:00 a.m., at the Rifle Municipal Court, 201 East 18th Street, Rifle, CO 81650 to show cause, if any you have, why your Retail Liquor Store License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: December 4, 2013

CITY OF RIFLE LIQUOR LICENSING
AUTHORITY

Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, first class, postage prepaid, on the _____ day of December, 2013, addressed as follows:

Box I Inc
d/b/a Jon's Liquors
ATTN Shona C Hoffmeister
401 West 2nd Street
Rifle CO 81650

Lisa Cain, Rifle City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY
GARFIELD COUNTY, COLORADO

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

RCG Rifle LLC
d/b/a Rib City Grill
707 Wapiti Avenue
Rifle CO 81650

City of Rifle Liquor License No. 17-13

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Colorado Department of Revenue Stipulation, Agreement, and Order SA 13-231, probable cause exists to believe that RCG Rifle LLC d/b/a Rib City Grill, 707 Wapiti Avenue, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 8th day of July, 2013, said Licensee, acting through its agent, Willie Ellis, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the Rifle City Council, acting as the City of Rifle Liquor Licensing Authority, on December 20, 2013 at 10:00 a.m., at the Rifle Municipal Court, 201 East 18th Street, Rifle, CO 81650 to show cause, if any you have, why your Hotel and Restaurant Liquor License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: December 4, 2013

CITY OF RIFLE LIQUOR LICENSING
AUTHORITY

Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, first class, postage prepaid, on the _____ day of December, 2013, addressed as follows:

RCG Rifle LLC
d/b/a Rib City Grill
ATTN Michael Spradlin
707 Wapiti Avenue
Rifle CO 81650

RCG Rifle LLC
d/b/a Rib City Grill
ATTN Michael Spradlin
359 Colorado Avenue #203
Grand Junction CO 81501

Lisa Cain, Rifle City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY
GARFIELD COUNTY, COLORADO

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

Kum & Go LC
d/b/a Kum & Go #4924
1248 Railroad Avenue
Rifle CO 81650

City of Rifle Liquor License No. 6-13

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Colorado Department of Revenue Stipulation, Agreement, and Order SA 13-207, probable cause exists to believe that Kum & Go LC d/b/a Kum & Go #4924, 1248 Railroad Avenue, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 8th day of July, 2013, said Licensee, acting through its agent, Jesse Bugielski, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the Rifle City Council, acting as the City of Rifle Liquor Licensing Authority, on December 20, 2013 at 11:00 a.m., at the Rifle Municipal Court, 201 East 18th Street, Rifle, CO 81650 to show cause, if any you have, why your 3.2% Beer Off Premises License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: December 4, 2013

CITY OF RIFLE LIQUOR LICENSING
AUTHORITY

Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, first class, postage prepaid, on the _____ day of December, 2013, addressed as follows:

Kum & Go LC
d/b/a Kum & Go #4924
ATTN Karen DeMann
1248 Railroad Avenue
Rifle CO 81650

Kum & Go LC
d/b/a Kum & Go #4924
ATTN CFO
6400 Westown Parkway
West Des Moines IA 50266-7709

Lisa Cain, Rifle City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY
GARFIELD COUNTY, COLORADO

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

Tedrex, Inc.
d/b/a Choice Liquors
680 Wapiti Court
Rifle CO 81650

City of Rifle Liquor License No. 9-13

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Colorado Department of Revenue Stipulation, Agreement, and Order SA 13-211, probable cause exists to believe that Tedrex, Inc. d/b/a Choice Liquors, 680 Wapiti Court, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 8th day of July, 2013, said Licensee, acting through its agent, Paula Huff, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the Rifle City Council, acting as the City of Rifle Liquor Licensing Authority, on December 20, 2013 at 1:00 p.m., at the Rifle Municipal Court, 201 East 18th Street, Rifle, CO 81650 to show cause, if any you have, why your Retail Liquor Store License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: December 4, 2013

CITY OF RIFLE LIQUOR LICENSING
AUTHORITY

Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, first class, postage prepaid, on the _____ day of December, 2013, addressed as follows:

Tedrex, Inc.
d/b/a Choice Liquors
ATTN Julie Wernsman
680 Wapiti Court
Rifle CO 81650

Lisa Cain, Rifle City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY
GARFIELD COUNTY, COLORADO

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

Thai Chili Bistro Inc
d/b/a Thai Chili Bistro
115 East 3rd Street
Rifle CO 81650

City of Rifle Liquor License No. 8-13

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Colorado Department of Revenue Stipulation, Agreement, and Order SA 13-230, probable cause exists to believe that Thai Chili Bistro Inc d/b/a Thai Chili Bistro, 115 East 3rd Street, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 8th day of July, 2013, said Licensee, acting through its agent, Adi Priyatno, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the Rifle City Council, acting as the City of Rifle Liquor Licensing Authority, on December 20, 2013 at 2:00 p.m., at the Rifle Municipal Court, 201 East 18th Street, Rifle, CO 81650 to show cause, if any you have, why your Hotel and Restaurant Liquor License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: December 4, 2013

CITY OF RIFLE LIQUOR LICENSING
AUTHORITY

Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, first class, postage prepaid, on the _____ day of December, 2013, addressed as follows:

Thai Chili Bistro Inc
d/b/a Thai Chili Bistro
ATTN Heung Wong
115 East 3rd Street
Rifle CO 81650

Lisa Cain, Rifle City Clerk



Rifle Animal Shelter
PO Box 1375
Rifle, Colorado 81650
(970) 625-8808

To: City of Rifle
Attention: Matt Sturgeon

Rifle Animal Shelter has had another successful year caring for homeless animals and making a difference in the animal community. From January –August 2013 our shelter has taken in 98 animals (dogs, cats, rodents, a turtle and fish) brought in by the Rifle Police Department and 143 surrenders from the City of Rifle. Experience indicates surrendered animals would be picked up as running at large if a surrender facility wasn't available. When space allows we have helped other shelters by transferring in other animals.

We have raised additional funds needed to operate the shelter through grants, donations, fundraisers and earned income. With this additional funding we have increased our employees. We currently have a staff of 3 full-time and 2 part-time employees. The extra funding has also allowed us to extend our hours to 8am-5pm seven days a week. The increase in hours has increased our adoption rate. Our volunteer base has stayed consistent and provided the needed support to have off site adoption events, community fundraisers and a low cost vaccination clinic to help the community. Rifle Animal Shelter still offers financial assistance to the community for spay/neuter and medical care. In 2012, we financially assisted with altering 857 animals. We also have implemented a Trap-Neuter-Return (TNR) program for the City of Rifle. We have trapped and altered approximately 20 free-roaming cats this year. Our organization spends an average of \$9,250 monthly using local vets for altering and providing medical care to shelter and community animals.

Our 2014 proposal to operate the shelter is attached. Because of our various sources of funding we are reducing the contract price by 5%. We welcome any questions or comments you may have. Please contact Heather at (970) 625-8808 or heather@rifleanimalshelter.org.

Sincerely,

Heather Mullen
Shelter Director

Terri Potter
Board President

GARFIELD COUNTY ANIMAL WELFARE FOUNDATION, INC.
PROPOSAL TO THE CITY OF RIFLE
FOR THE PROVISION OF DOMESTIC ANIMAL SHELTER AND IMPOUND SERVICES
September 9th, 2013

Garfield County Animal Welfare Foundation, Inc. dba Friends of the Rifle Animal Shelter (FRAS) proposes to provide shelter and impound services for domestic animals to the City of Rifle (City) as outlined below:

I. CONTRACT TERM AND PRICE.

Contract date will run 1/1/2013 to 12/31/2013, subject to yearly renewal. City will be invoiced quarterly. First payment is due on or before 1/1/2013.

Total contract price is ~~\$83,723~~ \$79,536.

Municipal ticket fees, impound fees, boarding fees, and City dog license fees will be paid to City. Adoption fees and surrender fees will be paid to FRAS.

II. BUILDING PROVISIONS.

City will rent existing shelter building and property to FRAS for \$1 per year. No alterations will be made to building without written permission of City.

FRAS will maintain the building and property. FRAS will provide \$1000 annually toward repairs with the City being responsible for the remainder of the repairs at the City's discretion. In the event the property becomes unworkable (in FRAS's discretion) and the City elects to not make repairs, the contract will terminate.

~~City will continue to provide garbage pickup.~~ City will provide snowplowing of driveway and gravel if needed at City expense.

FRAS will pay utilities (water and electric ~~and garbage~~).

FRAS will provide liability insurance in the amount of \$1,000,000 per person and \$3,000,000 per incident and name City as an additional insured. City will provide comprehensive insurance on the building.

City will cooperate with FRAS regarding any necessary sign permits, building permits, etc.

III. OPERATIONS.

FRAS shall provide to the City of Rifle shelter services (food, water, shelter and outdoor exercise) for domestic animals as follows: impound for up to 5 days; bite quarantine up to 14 days; and protective custody as necessary. If identification of the owner is possible, FRAS shall attempt to contact the owner by telephone within 24 hours. FRAS shall also list the animal on adoption websites, public television, newspaper ads, etc., as required by ordinance.

FRAS will assure that there is always space available for City of Rifle impounded and quarantine domestic animals.

City will have 24 hour access to the shelter facility. FRAS will have the shelter open to the public 7 days a week with the exact hours of operation to be determined by FRAS, except for major holidays.

City (PD) will process all tickets and collect any payments for municipal ticket fees, impound fees, boarding fees, and emergency veterinary care. FRAS will not release any impound dogs until proof of payment and authorization to release is received from PD.

Impound animals become the property of FRAS after 5 days, with full discretion to determine the fate of the animal.

FRAS shall comply with PACFA as well as any relevant state statutes and municipal ordinances. All animals transferred to FRAS from the City will be temperament tested before adoption.

FRAS will sell City dog licenses at the shelter and remit fees to the City monthly.

City acknowledges that FRAS may contract with other municipalities and governmental entities to provide impound or boarding services.

FRAS will obtain emergency veterinary care for City animals until each animal's ownership is transferred to FRAS. FRAS will bill the City quarterly for emergency veterinary care for impounded animals up to a total of \$2,000 per year. FRAS will provide the City with updated information on costs to be included in any impound fees paid by the owner when claiming the animal.

FRAS staff will be reasonably available to assist the City with Court hearings or animal rescue operations, etc.

City will be responsible for disposing of animal carcasses picked up by community services/PD.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 22
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING REFUSE
COLLECTION RATES AND CHARGES.

WHEREAS, the City Council finds and determines that an increase of refuse collection rates charged by the City is necessary to adequately meet current and future needs and to remain fiscally responsible and wishes to amend the Chapter 6, Article 7 fees at Appendix A of the Rifle Municipal Code accordingly.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Appendix A of the Rifle Municipal Code is hereby amended to include the following rates and fees for refuse collection services, including recyclables, at Page Appx-4, with additions shown in bold, underlined text and deletions shown in strike through text.

6-7-60	Refuse Collection Rates and Charges	
	Single-family residential, multi-family:	
	1 64-gallon container	\$ 12.50 <u>13.15</u> /month
	2 64-gallon containers	\$ 21.89 <u>23.00</u> /month
	1 96-gallon container	\$ 14.79 <u>15.55</u> /month
	2 96-gallon containers	\$ 26.18 <u>27.50</u> /month
	1 96-gallon container 1 64-gallon container	\$ 24.29 <u>25.50</u> /month
	Commercial:	
	1 64-gallon container	\$13. 80 <u>14</u> /month
	1 96-gallon container	\$ 16.24 <u>17.05</u> /month
	2 96-gallon containers	\$ 32.48 <u>34.10</u> /month
	Commercial/multi-family:	
	1 300-gallon container	\$ 39.39 <u>41.40</u> /month

	Extra pickup, same location, same day 1 300-gallon container	\$26.63 <u>28.00</u> /month
	Extra pickup, same location, each extra day 1 300-gallon container	\$43.82 <u>46.05</u> /month
	Special pickup 1 300-gallon container	\$30.15 <u>31.70</u> /pickup
	Special services for multi-family residential units with 300-gallon container	\$0. 39 <u>45</u> /unit/month added to 300-gallon container account bill
	Senior citizens/disabled persons discount:	
	1 64-gallon container or 1 96-gallon residential container	80% of applicable rate
	<u>Future refuse collection rate increases: Refuse collection rates set forth in Section 6-7-60 shall increase on January 1 of each calendar year by 5%, rounded up to the nearest \$0.05.</u>	

Section 3. The effective date for the new rates set forth herein shall be January 1, 2014.

INTRODUCED, on November 20, 2013, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 4, 2013, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
 Mayor

ATTEST:

 City Clerk

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1004						
Verizon Wireless						
	9713410990	CELL PHONES-CITY EMPLOYE	10/18/2013	4,475.94	4,475.94	11/22/2013
Total 1004:				4,475.94	4,475.94	
1018						
Valley Lumber						
	84484.090313	DUCT TAPE	09/03/2013	3.60	3.60	11/22/2013
	84873	SUPPLIES	09/11/2013	21.75	21.75	11/22/2013
	84971	SUPPLIES	09/13/2013	10.48	10.48	11/22/2013
	85728	CONCRETE MIX	10/02/2013	15.57	15.57	11/22/2013
	85942 100813	COUPLING	10/08/2013	2.94	2.94	11/22/2013
	86510	CONSTRUCTION FIR	10/22/2013	5.39	5.39	11/22/2013
	87296	GRADE REBAR	11/11/2013	43.98	.00	
	87311	DuPLEX NAIL	11/11/2013	159.50	.00	
	87419	FLOOR TILE GROUT	11/13/2013	14.97	.00	
	87444	ADAPTER SOCKET	11/14/2013	29.81	.00	
	87450	CONCRETE MIX	11/14/2013	41.52	.00	
	87460	CONCRETE MIX	11/14/2013	41.52	.00	
	87595	PLASTIC MALE ADAPTER	11/18/2013	4.65	.00	
	87627	HARDBOARD	11/18/2013	12.80	.00	
	87739	PLASTIC INSERT COUPLING	11/21/2013	7.12	.00	
	87761	BATTERY S	11/21/2013	55.93	.00	
Total 1018:				471.53	59.73	
1022						
Central Distributing Co						
	110613	CREDIT	11/06/2013	47.84-	.00	
	962131	SUPPLIES	09/26/2013	163.74-	.00	
	966913	SUPPLIES	11/13/2013	415.16	.00	
	966916	SUPPLIES	11/13/2013	335.30	.00	
	967025	SUPPLIES	11/13/2013	50.99	.00	
	967430	SUPPLIES	11/18/2013	45.05	.00	
	967669	SUPPLIES	11/20/2013	100.21	.00	
Total 1022:				735.13	.00	
1031						
Colo Bureau Of Investigation						
	S140200002	background check	09/06/2013	167.00	167.00	11/22/2013
	SI140100002	LIQUOR LICENSES	08/04/2013	38.50	38.50	11/22/2013
Total 1031:				205.50	205.50	
1055						
Columbine Ford, Inc						
	5002228	MOULDING	11/14/2013	83.24	.00	
Total 1055:				83.24	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1059						
Consolidated Electrical Distr						
	4983-545147	HOLE ALCU CRIMP	11/01/2013	21.94	.00	
Total 1059:				21.94	.00	
1062						
Dana Kepner Company						
	1383358-00	WIRE TR/PL	11/15/2013	1,891.95	.00	
Total 1062:				1,891.95	.00	
1065						
Dodson Engineered Products Inc						
	173682	GSKT PIPE	11/06/2013	280.29	.00	
Total 1065:				280.29	.00	
1087						
Grainger						
	9292777175	FUSE RK5	11/12/2013	21.90	.00	
Total 1087:				21.90	.00	
1105						
Meadow Gold Dairies						
	50216106	DAIRY PRODUCTS/SENIOR CT	11/12/2013	77.75	.00	
	50216122	DAIRY PRODUCTS/SENIOR CT	11/14/2013	23.76	.00	
	50216187	DAIRY PRODUCTS/SR CENTE	11/19/2013	104.46	.00	
Total 1105:				205.97	.00	
1110						
Napa Auto Parts						
	309772	UTILITY LIGHT	11/14/2013	16.88	.00	
	309774	4 UTILITY LIGHT	11/14/2013	16.88	.00	
	309781	MAG TOOL	11/14/2013	14.68	.00	
	310508	SPARK PL	11/19/2013	4.44	.00	
	310611	FUEL LIN	11/20/2013	15.90	.00	
Total 1110:				68.78	.00	
1120						
Xcel Energy Inc						
	389576298	CITY ARE LIGHTS	11/04/2013	23,329.93	23,329.93	11/15/2013
	389702405	236 W 4TH ST	11/04/2013	40.09	40.09	11/15/2013
	389715229	300 W 5TH ST UNIT	11/04/2013	79.85	79.85	11/15/2013
	389722745	200 RAILROAD	11/04/2013	301.84	301.84	11/15/2013
	389741004	132 E 4TH NEWUTE THEATRE	11/05/2013	71.98	71.98	11/15/2013
	389943474	139 RAILROAD AVE	11/06/2013	72.36	72.36	11/15/2013
	390641126	105 E CENTENNIAL	11/12/2013	13,708.73	13,708.73	11/22/2013
Total 1120:				37,604.78	37,604.78	
1126						
Rifle City Of						
	1357101 11011	2416-22 Rail Ave	11/01/2013	260.00	260.00	11/25/2013
	1453101 11011	50 UTE AVE	11/01/2013	241.16	241.16	11/25/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	2003101 11011	201 E 18TH ST	11/01/2013	465.75	465.75	11/25/2013
	2005101 11011	1612 RAILROAD AVE	11/01/2013	303.57	303.57	11/25/2013
	2006101 11011	101 S East Ave	11/01/2013	989.60	989.60	11/25/2013
	2007101 11011	301 E 30TH ST	11/01/2013	38.77	38.77	11/25/2013
	2017102 11011	1718 RAILROAD AVE	11/01/2013	2.02	2.02	11/25/2013
	2033001 11011	750 UTE AVE	11/01/2013	62.77	62.77	11/25/2013
	2042001 11011	202 RAILROAD AVE	11/01/2013	72.00	72.00	11/25/2013
	2211101 11011	1201 RAILROAD	11/01/2013	260.00	260.00	11/25/2013
	2214101 11011	1500 DOGWOOD DR	11/01/2013	862.77	862.77	11/25/2013
	2215101 11011	225 east ave	11/01/2013	48.00	48.00	11/25/2013
	2325101 11011	1500 DOGWOOD DR	11/01/2013	27.20	27.20	11/25/2013
	265104 110113	638 Park Ave	11/01/2013	75.27	75.27	11/25/2013
	2975101 11011	1775 W CENTENNIAL PKWY	11/01/2013	24.00	24.00	11/25/2013
	3079101 11011	595 W 24TH ST	11/01/2013	327.20	327.20	11/25/2013
	3221101 11011	000 BROWNING DR	11/01/2013	24.00	24.00	11/25/2013
	3351101 11011	1221 E CENTENNIAL	11/01/2013	30.40	30.40	11/25/2013
	3636101 11011	250 E 16TH	11/01/2013	216.80	216.80	11/25/2013
	3641101 11011	360 S 7TH ST	11/01/2013	754.40	754.40	11/25/2013
	3673101 11011	3100 Dokes Ln	11/01/2013	94.77	94.77	11/25/2013
	3677101 11011	2515 CENTENNIAL PKWY	11/01/2013	439.90	439.90	11/25/2013
	3679101 11011	300 W 5TH ST	11/01/2013	840.80	840.80	11/25/2013
	3707101 11011	2515 CENTENNIAL PKWY	11/01/2013	24.00	24.00	11/25/2013
	779102 110113	132 E 4TH ST	11/01/2013	62.77	62.77	11/25/2013
	823101 110113	202 RAILROAD AVE	11/01/2013	88.05	88.05	11/25/2013
	873106 110113	236 W 4TH ST	11/01/2013	77.56	77.56	11/25/2013
Total 1126:				6,713.53	6,713.53	
1132						
Rifle Lock & Safe						
	32804	KEYS	11/18/2013	79.99	.00	
Total 1132:				79.99	.00	
1143						
Swallow Oil Company						
	1816 111513	DIESEL	11/15/2013	6,169.09	.00	
Total 1143:				6,169.09	.00	
1188						
Jean's Printing						
	133674	RIFLE BUCKS PRINTING	10/24/2013	558.96	558.96	11/15/2013
	133827	printing	11/06/2013	476.54	.00	
	133832	printing	11/06/2013	166.21	.00	
	133957	printing	11/18/2013	12.65	.00	
Total 1188:				1,214.36	558.96	
1233						
Grand River Hospital District						
	1250	DOT PHYSICAL	08/20/2013	110.00	110.00	11/22/2013
Total 1233:				110.00	110.00	
1235						
Pina, Diego R						
	110113	REIMBURSE FOR TRAVEL/PD	11/01/2013	67.47	67.47	11/15/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1235:				67.47	67.47	
1249						
Berthod Motors Inc						
	170177	YELLOW SPR	11/15/2013	55.14	.00	
Total 1249:				55.14	.00	
1256						
Resource Engineering, Inc						
	13008	341-1.10 BEAVER CRK RAW W	10/31/2013	1,417.50	.00	
	13009	341-10.22 BLACK DIAMOND MIN	10/31/2013	146.00	.00	
Total 1256:				1,563.50	.00	
1258						
Hach Company						
	8554305	DPD FREE CHRLORINE	11/01/2013	204.32	.00	
Total 1258:				204.32	.00	
1271						
Daily Sentinel						
	080113	AD	08/01/2013	150.00	150.00	11/22/2013
	090113	AD	09/01/2013	610.00	610.00	11/22/2013
Total 1271:				760.00	760.00	
1339						
Grand Junction Pipe & Supply						
	3099627	Fire Hydrants	10/25/2013	350.00	.00	
	3104239	MEGAPLUG	11/14/2013	64.12	.00	
Total 1339:				414.12	.00	
1447						
Gempler's Inc.						
	1019850304	SMV SIGN	11/14/2013	231.95	.00	
Total 1447:				231.95	.00	
1575						
International Inst Municipal						
	091913	annual membership fee	09/19/2013	255.00	255.00	11/22/2013
Total 1575:				255.00	255.00	
1734						
United Companies/Oldcastle SW Group Inc						
	965365	ROAD BASE	11/11/2013	230.80	.00	
Total 1734:				230.80	.00	
1768						
Faris Machinery Company						
	RSA000561-3	EPA CHARGE	08/09/2013	6.00	6.00	11/15/2013
	RSA000755 1	RENTAL 9-9-13-10-6-13	11/20/2013	521.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1768:				527.00	6.00	
1830						
Grand Valley Foods						
	128923	FOOD PRODUCT/SR CENTER	11/12/2013	77.20	.00	
	128948	FOOD PRODUCT/SR CENTER	11/15/2013	620.88	.00	
	129010	FOOD PRODUCTS SR CENTER	11/19/2013	28.30	.00	
Total 1830:				726.38	.00	
2169						
Information Systems Consulting						
	SIN003765	SUPPORT SERVICES	10/07/2013	138.75	138.75	11/15/2013
	SIN004138	Cisco VIC 1225 DUAL PORT	11/08/2013	1,091.42	.00	
Total 2169:				1,230.17	138.75	
2181						
Nalco Chemical Company						
	97976057	POLYMERS, COAGULANTS, and	11/04/2013	2,158.80	.00	
Total 2181:				2,158.80	.00	
2208						
Amerigas						
	3022408694	TANK RENT CEMETERY	10/31/2013	42.00	.00	
	3022894393	PROPANE/CE	11/14/2013	127.09	.00	
Total 2208:				169.09	.00	
2370						
B&b Landscape/jerry Baysinger						
	004264	REMOVE BROKEN LIMBS	11/20/2013	100.00	.00	
Total 2370:				100.00	.00	
2497						
Techdepot/Solution 4Sure						
	B1309693R1	BLACK PRINT CARTRIDGE	10/28/2013	158.32-	.00	
Total 2497:				158.32-	.00	
2573						
Mountain West Office Products						
	298886	supplies	11/20/2013	81.97	.00	
	298889	supplies	11/20/2013	437.45	.00	
Total 2573:				519.42	.00	
2734						
Justice Systems, Inc						
	1300399-IN	Full Court Upgrade	11/11/2013	18,777.00	18,777.00	11/22/2013
	1300400-IN	Full Court Imaging Software Purc	11/11/2013	8,238.00	8,238.00	11/22/2013
Total 2734:				27,015.00	27,015.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2803						
ALL TEMP SERVICES						
	15909RJM	THERMOSTAT	11/15/2013	314.82	314.82	11/22/2013
Total 2803:				314.82	314.82	
2846						
Colo Mtn News Media						
	103113	AD	10/31/2013	63.00	63.00	11/15/2013
	3212722	AD	10/31/2013	263.25	263.25	11/22/2013
	9595919A 101	AD	10/10/2013	26.82	26.82	11/22/2013
	9629117A 101	AD	10/17/2013	10.12	10.12	11/22/2013
	9636561A	AD	10/17/2013	96.60	96.60	11/15/2013
	96374611A 10	AD	10/24/2013	15.69	15.69	11/22/2013
	9640805A 102	AD	10/24/2013	15.18	15.18	11/22/2013
	9640886A 102	AD	10/24/2013	14.67	14.67	11/22/2013
	9641569A 102	AD	10/24/2013	13.66	13.66	11/22/2013
	9721297A 111	AD	11/19/2013	117.99	117.99	11/22/2013
Total 2846:				636.98	636.98	
2960						
Walmart Community						
	020102	supplies	11/20/2013	35.88	35.88	11/22/2013
	020417	FOOD SUPPLIES	11/20/2013	181.29	181.29	11/22/2013
Total 2960:				217.17	217.17	
3015						
Kroger/King Sooper Cust Charge						
	000887	MEETING	11/07/2013	2.00	2.00	11/15/2013
	010559	FOOD SUPPLIES	11/12/2013	77.70	77.70	11/15/2013
	120380	FOOD SUPPLIES	11/13/2013	263.58	263.58	11/22/2013
	225501	FOOD SUPPLIES	11/21/2013	41.71	41.71	11/22/2013
	315918	FOOD SUPPLIES	11/08/2013	664.56	664.56	11/15/2013
Total 3015:				1,049.55	1,049.55	
3083						
ALSCO						
	1396534	SUPPLIES	11/19/2013	25.00	.00	
	1396535	LAUNDRY/senior center	11/19/2013	63.53	.00	
Total 3083:				88.53	.00	
3088						
Enviro Tech Services Inc						
	CD201401871	Ice Slice RS Bulk shipment	11/08/2013	2,209.89	.00	
	CD201402033	Ice Slice RS Bulk shipment	11/12/2013	2,206.30	.00	
Total 3088:				4,416.19	.00	
3156						
Superwash Of Rifle						
	2025 111313	CAR WASH	11/13/2013	78.14	.00	
	2049 111313	CAR WASH	11/13/2013	7.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3156:				85.14	.00	
3195						
Frontier Paving Inc						
	36189	PAVING	11/04/2013	11,766.15	.00	
	36199	ASPHALT	11/12/2013	15,608.09	.00	
	36200	Airport Rd Blacktail Sub repair-rei	11/13/2013	17,238.26	.00	
Total 3195:				44,612.50	.00	
3285						
Johnson-Carter Architects, PC						
	1211E-84	UTE THEATRE INTERIOR	11/20/2013	2,000.00	2,000.00	11/22/2013
Total 3285:				2,000.00	2,000.00	
3389						
Sandy's Office Supply Inc						
	037985	SUPPLIES	10/31/2013	35.11	35.11	11/15/2013
Total 3389:				35.11	35.11	
3654						
Mark Briels Electric Inc						
	4800	REPlace receptacle	11/21/2013	136.00	.00	
Total 3654:				136.00	.00	
3780						
Concrete Equipment						
	146192	ASPHALT ANCHOR	11/11/2013	146.00	.00	
	146255	GOLD ALUM CONCRETE	11/11/2013	44.93	.00	
	146301	EPOXY UNICARTRIDGE	11/12/2013	114.00	.00	
Total 3780:				304.93	.00	
3955						
Holy Cross Energy						
	110213	Baron Lane St Lights	11/02/2013	19.58	19.58	11/15/2013
	110713	BEAVER CREEK HEADGATE	11/07/2013	21.38	21.38	11/15/2013
Total 3955:				40.96	40.96	
4123						
Mt Hood Solutions						
	0945811	MARATHON 5 GAL	09/25/2013	401.75	401.75	11/22/2013
	0953557	MARATHON 5 GAL	11/05/2013	395.75	.00	
Total 4123:				797.50	401.75	
4141						
True Brew Coffee Service						
	153433	COFFEE	11/15/2013	108.16	.00	
Total 4141:				108.16	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4173						
Thomson West						
	828433440	ANNUAL/MONTHLY CHARGES	11/04/2013	461.57	.00	
Total 4173:				461.57	.00	
4181						
Crown Awards						
	31942232	BASKETBALL AWARDS/REC	11/15/2013	126.30	.00	
Total 4181:				126.30	.00	
4207						
Radio Shack						
	10158675	2PD IPHONE SCREEN PROTEC	08/19/2013	17.98	17.98	11/15/2013
	10160973	OTTERBOX IPHONE	11/12/2013	49.99	.00	
	10161070	battery	11/15/2013	24.98	.00	
Total 4207:				92.95	17.98	
4261						
All Water Supply Lic						
	2916	REPAIR	11/12/2013	1,693.12	.00	
Total 4261:				1,693.12	.00	
4371						
Roaring Fork Transp. Authority						
	23897	2013 CITY OF RIFLE HOGBACK	11/13/2013	20,000.00	.00	
Total 4371:				20,000.00	.00	
4682						
Lighting Accessory & Warning S						
	7208	SETINA CHICAGO CAGE	11/19/2013	91.13	.00	
Total 4682:				91.13	.00	
4753						
Rifle Truck & Trailer						
	112013	SIGN DEPOSIT REFUND-82536	11/20/2013	80.00	80.00	11/22/2013
Total 4753:				80.00	80.00	
4811						
United Site Services Inc						
	114-1634498	ROLL OFF 20 YD	10/31/2013	4,529.45	.00	
	SP-USS07581	CREDIT DUP PMT	11/22/2013	150.00-	.00	
Total 4811:				4,379.45	.00	
4869						
My Precious Pet						
	152	TANK CLEANING	11/17/2013	130.00	130.00	11/22/2013
	153	TANK CLEANING/SR CENTER	11/17/2013	65.00	65.00	11/22/2013
	154	TANK CLEANING	11/17/2013	65.00	65.00	11/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4869:				260.00	260.00	
4967						
Touch Tone Communications						
	103113	LONG DISTANCE MONTHLY FE	10/31/2013	261.74	261.74	11/15/2013
Total 4967:				261.74	261.74	
5243						
Miller, Jay						
	102813	REIMBURSEMENT MILEAGE	10/28/2013	429.96	429.96	11/15/2013
Total 5243:				429.96	429.96	
5253						
FASTENAL						
	59721	REDCOUP	10/29/2013	64.56	.00	
	59779	NYLHCS	10/31/2013	2.78	.00	
	59800	CLAMPS	11/01/2013	17.44	.00	
	59911	CHARGER FLASHLIGHT	11/08/2013	83.28	.00	
	59932	SUPPLIES'	11/08/2013	562.31	.00	
	59936	FHSCS	11/08/2013	13.28	.00	
	59942	BLKSHTNG	11/08/2013	70.38	.00	
	59952	CHALK	11/11/2013	16.38	.00	
	60006	LANDSCAPE RAKE	11/12/2013	24.70	.00	
	60034	HEX IMPKIT	11/13/2013	296.62	.00	
	60063	SAFETY GLASSES	11/15/2013	34.92	.00	
Total 5253:				1,186.65	.00	
5473						
McAfee						
	96732680	MONTHLY SERVICE/////	11/01/2013	225.60	.00	
Total 5473:				225.60	.00	
5613						
SunEdison, LLC/pump station						
	007713110232	PUMP STATION #1	11/01/2013	3,907.91	3,907.91	11/15/2013
Total 5613:				3,907.91	3,907.91	
5648						
REDI SERVICES, LLC						
	31660	SERVICED PORTA JOHN	10/31/2013	176.00	.00	
Total 5648:				176.00	.00	
5752						
Accutest Mountain States						
	D8-40391	WATER QUALITY	08/08/2013	210.00	210.00	11/22/2013
	D8-41250	WATER QUALITY	08/30/2013	642.00	642.00	11/22/2013
	D9-41768	WATER QUALITY	09/11/2013	290.00	290.00	11/22/2013
	D9-42342	WATER QUALITY	09/26/2013	210.00	210.00	11/22/2013
Total 5752:				1,352.00	1,352.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5798						
INSERCO, INC						
	108260	morton cullenux salt	10/30/2013	699.13	.00	
Total 5798:				699.13	.00	
5821						
ENVIRO-CHEM						
	7697	CHRONIC WET TWO SPECIES	11/25/2013	1,146.00	.00	
Total 5821:				1,146.00	.00	
5833						
SunEdison, LLC/SunE U6 holding						
	007813110232	energy innovation center	11/01/2013	10,482.64	10,482.64	11/15/2013
Total 5833:				10,482.64	10,482.64	
5924						
Britten, Doug						
	111813	USE TAX REFUND-432-434 WHI	11/18/2013	110.29	110.29	11/22/2013
Total 5924:				110.29	110.29	
5960						
Recreation Fee Refunds						
	2000947002	REC FEE REFUND	11/15/2013	75.00	75.00	11/22/2013
	2000948002	REC FEE REFUND	11/18/2013	150.00	150.00	11/22/2013
Total 5960:				225.00	225.00	
6051						
HR Design						
	1575	NEW UTE EVENTS CENTER	11/13/2013	656.25	656.25	11/22/2013
Total 6051:				656.25	656.25	
6067						
Mountain Roll-offs, Inc.						
	3233-110113	MONTHLY FEE	11/01/2013	35,859.76	35,859.76	11/22/2013
Total 6067:				35,859.76	35,859.76	
6106						
Colorado Code Publishing Company						
	RF-1304	INTERNET SERVICES	09/18/2013	141.00	141.00	11/22/2013
Total 6106:				141.00	141.00	
6137						
Impressions of Aspen						
	18912	SUPPLIES	11/08/2013	33.61	.00	
Total 6137:				33.61	.00	
6295						
Labyrinth Healthcare Group						
	19445	ADVOCACY SERVICES'	11/20/2013	258.00	258.00	11/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6295:				258.00	258.00	
6310						
SIRUS XM Radio Inc.						
	X-2031486615	XM SERVICES	11/10/2013	118.34	118.34	11/22/2013
Total 6310:				118.34	118.34	
6324						
International Code Council, Inc.						
	0362901	RESALE BOOKS	11/13/2013	1,384.24	.00	
Total 6324:				1,384.24	.00	
6332						
DIRECTV						
	21676901702	MONTHLY FEE	10/29/2013	157.99	157.99	11/15/2013
Total 6332:				157.99	157.99	
6384						
Professional Services Employers Trust						
	112213	INSURANCE	11/22/2013	226.50	226.50	11/22/2013
Total 6384:				226.50	226.50	
6401						
Synergy Gymnastics Academy, LLC						
	090113	COLLECTED FEES GYMNASTIC	09/01/2013	8,952.00-	.00	
	090113.	COLLECTED FEES	09/01/2013	8,952.00	8,952.00	11/22/2013
Total 6401:				.00	8,952.00	
6402						
CENTURY LINK						
	6250004 11011	LONG DISTANCE	11/01/2013	445.19	445.19	11/22/2013
	6250388 11011	LONG DISTANCE	11/01/2013	305.76	305.76	11/22/2013
Total 6402:				750.95	750.95	
6435						
ARMA INTERNATIONAL						
	341291	MEMBERSHIP	11/07/2013	210.00	210.00	11/22/2013
Total 6435:				210.00	210.00	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624	SUPPLIES	10/31/2013	59.99-	.00	
	10624 103113	SUPPLIES	10/31/2013	53.98-	.00	
	10624 103113.	SUPPLIES	10/31/2013	59.99	59.99	11/22/2013
	10625 103113	SUPPLIES	10/31/2013	35.46	.00	
	10626 103113	SUPPLIES	10/31/2013	57.09-	.00	
	10626 103113.	SUPPLIES	10/31/2013	57.09	57.09	11/22/2013
	10629	SUPPLIES	10/31/2013	53.98-	.00	
	10629 103113.	SUPPLIES	10/31/2013	53.98	53.98	11/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6485:				18.52-	171.06	
6512						
C.B. WELLS						
	22	PERFORMANCE	11/09/2013	100.00	100.00	11/15/2013
Total 6512:				100.00	100.00	
6553						
CHARLIER ASSOCIATES, INC						
	1106	DOT	10/29/2013	51,753.59	.00	
Total 6553:				51,753.59	.00	
6568						
MICRO PLASTICS						
	112013	SIGN DEPOSIT REFUND-2013-6	11/20/2013	80.00	80.00	11/22/2013
Total 6568:				80.00	80.00	
6579						
AMERICAN RED CROSS						
	10263328	FIRST AID CHALLENGE	11/13/2013	38.00	.00	
Total 6579:				38.00	.00	
6606						
Western Slope Supplies, Inc.						
	4112111	BOTTLED WATER	10/07/2013	7.35	.00	
	4112112	BOTTLED WATER	10/07/2013	34.75	.00	
	4112119	BOTTLED WATER	10/08/2013	41.60	.00	
	4112205	BOTTLED WATER	10/14/2013	7.35	.00	
	4112206	BOTTLED WATER	10/14/2013	34.75	.00	
	4112292	BOTTLED WATER	10/21/2013	27.90	.00	
	4112300	BOTTLED WATER	10/22/2013	21.90	.00	
	41123857	BOTTLED WATER	10/28/2013	7.35	.00	
	4112388	BOTTLED WATER	10/28/2013	34.75	.00	
	4112453	BOTTLED WATER	11/04/2013	34.75	.00	
	4112454	BOTTLED WATER	11/04/2013	7.35	.00	
	4112512	BOTTLED WATER	11/05/2013	34.75	.00	
	8221083	BOTTLED WATER	07/11/2013	87.00	.00	
	8221140	BOTTLED WATER	07/16/2013	21.05	.00	
	8221275	BOTTLED WATER	07/23/2013	34.75	.00	
	8221406	BOTTLED WATER	07/30/2013	34.75	.00	
Total 6606:				472.10	.00	
6629						
COLORADO CODE CONSULTING, LLC						
	5235	PLAN REVIEW SERVICES	11/07/2013	2,062.50	.00	
Total 6629:				2,062.50	.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0012054-IN	SAFETY SUPPLIES-GLOVES	11/08/2013	311.64	.00	
	0012058-IN	BARRICADE TAPE	11/08/2013	130.44	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	0012113-IN	SAFETY GLASSES	11/11/2013	79.92	.00	
Total 6643:				522.00	.00	
6701						
RR DONNELLEY						
	882425580	FORMS 1099/W2	11/12/2013	156.48	.00	
Total 6701:				156.48	.00	
6719						
PHIL VAUGHAN CONSTRUCTION MGMT, INC.						
	11251301	WTP Owner Advisor Services duri	11/25/2013	16,378.99	.00	
Total 6719:				16,378.99	.00	
6722						
Quality Electric & Controls						
	111313	REFUND SOLAR APPLICATION	11/13/2013	148.41	148.41	11/15/2013
Total 6722:				148.41	148.41	
6760						
FLAG RESOURCES, INC						
	11164	MATERIAL	10/31/2013	3,077.77	.00	
Total 6760:				3,077.77	.00	
6773						
AMERICAN HEALTH HOLDING, INC						
	080113	CONSULT-A-DOC	08/01/2013	198.00	198.00	11/22/2013
	090113	CONSULT-A-DOC	09/01/2013	198.00	198.00	11/22/2013
	100113	CONSULT-A-DOC	10/01/2013	198.00	198.00	11/22/2013
	110113	CONSULT-A-DOC	11/01/2013	198.00	198.00	11/22/2013
Total 6773:				792.00	792.00	
6777						
MASTER PETROLEUM						
	2007996	DIESEL	11/15/2013	1,451.16	.00	
Total 6777:				1,451.16	.00	
6790						
O'REILLY AUTO PARTS						
	3761-297322	OIL FILTER	11/12/2013	19.10	.00	
	3761-297448	BATTERY	11/13/2013	15.00-	.00	
	3761-297616	BATTERY	11/14/2013	103.20	.00	
	3761-297645	AIR FILTER	11/14/2013	11.18	.00	
	3761-298148	MINI LAMP	11/18/2013	4.80	.00	
	3761-298271	12.5 OZ CARBCLEANER	11/19/2013	10.66	.00	
	3761-298346	FUEL FILTER	11/20/2013	6.38	.00	
Total 6790:				140.32	.00	
6795						
BUD'S SIGNS						
	112013	SIGN DEPOSIT-82388	11/20/2013	80.00	80.00	11/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6795:				80.00	80.00	
6801						
TRIAD EAP						
	2269	4TH QTR EAP FEES	09/30/2013	526.50	526.50	11/22/2013
Total 6801:				526.50	526.50	
6806						
SAFETY SERVICES COMPANY						
	519388	SAFETY MEETINGS	11/11/2013	892.00	892.00	11/22/2013
Total 6806:				892.00	892.00	
6826						
CALLAWAY PACKING INC						
	18621	FOOD SUPPLIES	11/12/2013	285.76	.00	
	18804	FOOD SUPPLIES	11/19/2013	440.38	.00	
Total 6826:				726.14	.00	
6831						
CABOT NORIT AMERICAS INC						
	25301315RI	PORTPAC LEASE	10/31/2013	1,825.00	.00	
Total 6831:				1,825.00	.00	
6858						
Merchants Integrity Test LLC						
	EEG035	TEJ0348	07/25/2013	42.00	42.00	11/22/2013
	TEK0332	INTEGRITY TEST SCORING	10/31/2013	128.00	128.00	11/22/2013
Total 6858:				170.00	170.00	
6880						
SUN LIGHT SKI & BIKE						
	091213	REPAIR PATROL BIKES	09/12/2013	34.00	34.00	11/15/2013
Total 6880:				34.00	34.00	
6890						
VERDE ENVIRONMENTAL INC						
	37349	55-GAL DRUM MICRO-BLAZE	11/08/2013	1,637.72	.00	
Total 6890:				1,637.72	.00	
6916						
CORNWELL QUALITY TOOLS						
	136952	TOOLS	11/20/2013	78.65	.00	
Total 6916:				78.65	.00	
6920						
Otis Elevator Company						
	111413	SENIOR CENTER ELEVATOR R	11/14/2013	2,769.79	2,769.79	11/15/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6920:				2,769.79	2,769.79	
6921						
WCO OILFIELD SERVICES INC						
	110713	REFUNDLUA-SP2012-2 2077	11/07/2013	2,000.00	2,000.00	11/22/2013
Total 6921:				2,000.00	2,000.00	
6922						
COLLETT, MELISSA						
	112013	REFUND- DEPOSIT-CUP2013-3	11/20/2013	487.00	487.00	11/22/2013
Total 6922:				487.00	487.00	
6923						
BATTERY CLEARANCE LLC						
	105801	MOTOROLA EMERGENCY BUT	11/06/2013	1,742.98	.00	
Total 6923:				1,742.98	.00	
Grand Totals:				328,575.96	155,376.07	

Dated: _____

City Finance Director: _____

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

James S. Neu
jsn@mountainlawfirm.com

Of Counsel
Anna S. Itenberg
Greg S. Russi
Hollie L. Wieland

www.mountainlawfirm.com

November 26, 2013

Mayor Randy Winkler
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: December 4, 2013 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the December 4, 2013 Rifle City Council Meeting.

1. Ordinance No. 22, Series of 2013 (Refuse Collection Rates). Through the preparation of the 2014 Budget, staff became aware that the City's refuse collection fees charged were not keeping up with inflation. Ordinance No. 22, Series of 2013 increased those fees by 5% effective January 1, 2014, and to keep up with inflation, they will increase 5% each year on January 1st, rounded up to the nearest \$0.05.

We recommend approval of Ordinance No. 22, Series of 2013 on second reading on your consent agenda.

2. Ordinance No. 23, Series of 2013 (Public Safety Citizens Advisory Board). The Police Department seeks to enhance police-community relations and facilitate a productive dialogue between the community and the Police Department regarding Police Department services and Chief John Dyer is proposing that the City Council establish a Public Safety Citizens Advisory Board. The Board would consist of nine (9) members with staggered terms that meets quarterly. Ordinance No. 23 enacts a new Rifle Municipal Code Section 2-5-40 creating the Board that will be charged with: reviewing and providing a community perspective and recommendations concerning procedures, programs, and the effectiveness of the police services; enhancing police-community relations; promoting public awareness of the City's police services and programs; holding public meetings to solicit public input regarding police services and programs; reviewing and making recommendations concerning Police Department policies, procedures, training, and programs; serving as liaison between the Police Department and the community; apprising the City Council, City Manager and the Chief of Police of the community's needs for police services; reviewing and making recommendations concerning such other and further matters as may be referred to the Public Safety Citizens Advisory Board; and making an annual report to the City Council regarding its activities. The City Council will make the appointments to the Board with terms commencing March 1st of each year.

KARP NEU HANLON, P.C.

Page 2

We recommend approval of Ordinance No. 23, Series of 2013.

3. Ordinance No. 24, Series of 2013 (Repeal of Chapter 2, Article XIV of the Rifle Municipal Code Regarding Victims and Witnesses Assistance and Law Enforcement Board). Chapter 2, Article XIV of the Rifle Municipal Code sets forth provisions for a Victims and Witnesses Assistance and Law Enforcement ("VALE") Board. This Article was enacted by the City Council at the recommendation of the City's prior police chief. No members of the VALE Board have been appointed, it has never been organized or met, and the current police chief does not see the need for the City to maintain the VALE Board. He will discuss his reasons with the City Council. Ordinance No. 24, Series of 2013 repeals the entire Article from the Rifle Municipal Code.

As always, please feel free to contact us before the meeting if you have any questions.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN/
Enclosures



To: Mayor and City Council; Matt Sturgeon, City Manager
From: Lisa Cain, City Clerk
Date: Monday, November 25, 2013
Subject: Liquor License Application – De Marco’s Fettucine

A LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

Alma Ruiz d/b/a De Marco’s Fettucine
119 West 3rd Street
Rifle, CO

Type of License: Hotel and Restaurant

Rifle Municipal Code §6-5-50 requires the Clerk, on behalf of the Liquor Licensing Authority, to investigate the following:

1. Whether the prohibitions contained in CRS §12-46-104 or §12-47-313¹ apply to the applicant
FINDING: The prohibitions in the referenced sections do not apply to De Marco’s Fettucine.
2. The number and type of outlets of a nature similar to the applicant’s within one (1) mile in any direction of the proposed location
FINDING: There are 6 other locations within 1 mile with Hotel and Restaurant Licenses: Eagle Springs Meats and Farm Fresh Café; Shanghai Garden; Jay’s; Thai Chili Bistro; Fiesta Guadalajara; and Rib City Grill

Attached are the results of a background check on the applicant, Alma Ruiz.

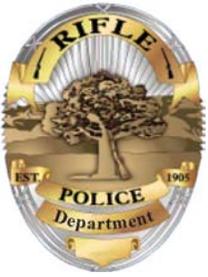
The application is complete and the fees for this application have been paid. This hearing was properly noticed in the newspaper and on the premises.

Staff recommends that Council approve the application with the condition that required Building Department and Fire Department inspections take place before the applicant starts operations.

Ms. Ruiz will attend the meeting on December 4 to answer questions that Council might have about the application. Thank you.

¹ CRS §§12-46-104 and 12-47-313 prohibit action upon an application for a license:

- Within 500 feet of a location for which the City has denied an application for the same type of license within the last 2 years because the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by existing licenses;
- If the applicant does not have legal possession of the premises;
- At a location where zoning prohibits sale of alcoholic beverages; or
- At a location within 500 feet of a school.



RIFLE POLICE DEPARTMENT

201 East 18th Street • Rifle, CO 81650-3237

MEMORANDUM

TO: LISA CAIN, HUMAN RESOURCES
FROM: VAUGHN MILES, ADMIN. SERGEANT
DATE: NOVEMBER 25, 2013
RE: CRIMINAL HISTORY

- RUIZ, ALMA DALIA DOB: 03-12-1976

Lisa,

The following information regarding criminal histories for the applicant was received as a result of their fingerprint submissions:

- Alma Dalia Ruiz – Date of birth of 03-12-1976:
 - 10-24-2013: CBI reports that no Colorado record of arrest was located.
 - 10-24-2013: FBI reports that no record of arrest was located.

__Vaughn A. Miles_____
SERGEANT VAUGHN MILES

November 23, 2013
DATE



APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

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

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

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

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

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

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

Landlord	Tenant	Expires
Louis Koutsoubos	Alma Ruiz	Sept-2014

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

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
N/A			

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

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

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

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

15. **Club Liquor License** applicants answer the following and attach:
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? N/A
 (c) How long has the club been incorporated? _____ (Three years required)
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

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

17a. Name of Manager (for all on-premises applicants) Alma Ruiz (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth 03-12-76

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

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

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
N/A				

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

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

Additional Documents to be submitted by type of entity

- CORPORATION** Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

OATH OF APPLICANT

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

Authorized Signature

Title

Date

[Signature]

owner

09/05/13

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

Date application filed with local authority

09/12/2013

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

Yes No

Been fingerprinted

Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

Date of Inspection or Anticipated Date _____

Upon approval of state licensing authority.

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

Local Licensing Authority for

Telephone Number

TOWN, CITY
 COUNTY

Signature

Title

Date

Signature (attest)

Title

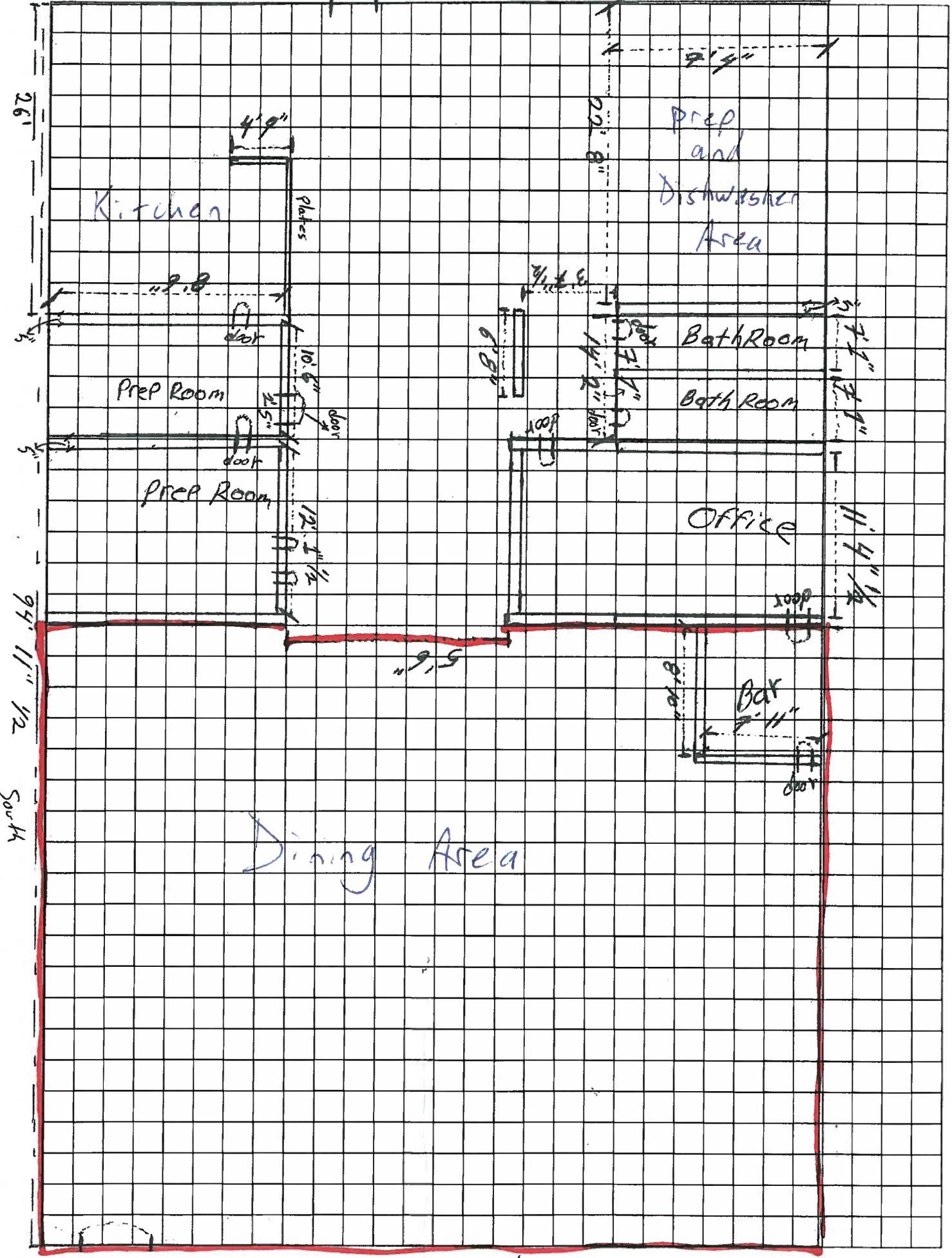
Date

25 1

60x60

DIAGRAM OF PREMISES

West



North

east

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
(Gross)**

This Commercial Lease (the "Lease") is made on *August 21, 2013* (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. Landlord: *Louis Koutstoubos*, a(n) *Individual* [*Individual, Company, or Type of Entity*] (the "Landlord").

2. Tenant: *Alma D. Ruiz*, a(n) _____ [*Individual, Company, or Type of Entity*] (the "Tenant").

3. Premises: Landlord is the owner of certain real estate legally described as *Block M Lot 17 in Garfield* [*insert county*], Colorado (the "Real Estate"). The Real Estate is improved with a - (*Prior to entering Lease Tenant had opportunity to hire its own professionals knowledgeabe in property and leases for an informed evaluation and is not dependent upon Landlord, by not doing so Tenant waives defense of 'uniformal consent'.) All items and premises leased 'as is' without warranty at time of signing. [insert description of building, or buildings]*) (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property:

Address *119 West 3rd St., Suite _____*, consisting of *as per survey (3,593) +/-* square feet (the "Premises").

4. Term: Landlord Leases the Premises to Tenant from twelve o'clock noon on the *21st* . day of *August* , 2013 and until 11:59 p.m. on the *30th* . day of *August* , 2014- *no 'holdover'* (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. Rent: Rental for the first year of the Term is *Fixed Minimum Monthly Rent for twelve months of forty six thousand two hundred dollars* and *-/100 Dollars (\$46,200.00)* payable in equal installments of *Fixed Minimum Monthly Rent of three thousand eight hundred and fifty and 00/100 Dollars (\$3,850.00 due by 25th. * of month instead of first)* in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: **120 West 3rd. at the office of Tom Stuver in advance on or before twelve noon (12:00 p.m.) the twenty fifth (25th.) of each month. If the 25th. falls on a week end or a holiday then the first business day prior to that 25th. .* If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall shall not be increased. In the event Rent is subject to increase, it shall be increased on the following basis: *In the event 36 month option exercised the Fixed Minium Monthly Rent is \$3,950.00 during the first twelve months (\$47,400.00 yr.) with a minimum increase of three and a half percent (3.50%) or greater using CPI (Consumer Price Index) for Denver or Rifle, Colorado at the beginning of each second and third twelve month cycles compounding to the completion of lease .*

6. Option: Tenant shall shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional *thirty six month (36)* period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least *payment of two hundred dollars, one hundred and eighty* days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as follows: *as per section #5 above.* The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of *twelve thousand and 00/100 Dollars (\$12,000.00 commingled and used with Landlord's other funds)* as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").

8. **Use:** The Premises shall be used for *a first class Restaurant completely equipped, furnished and operated minimum six days a week with no use of premises of any nature to take place without stated full and uninterrupted insurance coverage and compliance with all regulatory entities. No cannibus in any form on premises. [Before using any equipment, appliance, or device Tenant responsible for knowing proper use and shall obtain, follow and post manufacturer's written safety and maintenace instructions. Tenant liable for not following manufacture's insturctions which is beyond ordinary use.]*, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

9. **Utilities/Additional Rent:** Tenant shall be responsible for paying the following utilities on the Premises, which charges shall be deemed Additional Rent: Electric Gas Water Sewer Phone Cable/Satellite T.V. Internet Access Refuse Disposal Other *Tenant responsible for all utilities and services to be billed in Tenant's name only with installation of any utility or service installed so as not to cause damage and finished in tasteful manner not to detract from the premises. Landlord has absolute right to stop any utility or service from which Landlord is damaged and or liable, without recourse from Tenant.* . If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis. In the event Tenant fails to timely pay any of the aforementioned charges, it shall be deemed a Default. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant, including utilities for Common Areas (as defined below).

10. **Payment of Additional Rent:** Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

11. **Late Payments:** If any Rent, Additional Rent, or other payment is received later than #60 'time is of the essance', there is no grace period, all payments are due on time days after the date when due, the parties agree that Additional Rent in the amount of *one hundred dollars (\$100.00) per each and every late date to accumulate until the entire balance is paid in full. In addition any "Dishonored Check" is charge a \$200.00 administrative fee. After the tenth late date Landlord may terminate this Lease plus. percent (18%) of the outstanding sums shall also be due and payable.* The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. **Repairs and Maintenance of the Premises:** The Landlord Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Landlord Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Landlord Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. **Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of *parking not provided* parking spaces upon the Property (the "Parking License"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "Common Area License"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and

Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("Work Letter"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No

illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. Pets and Animals: Pets or animals shall shall not be permitted upon the Premises.

g. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. Rules and Regulations: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor

coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed ~~within five (5) days~~ following such termination shall, at Landlord's option, become the property of Landlord. *JLL*

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. **Security Deposit:**

a. **Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. **Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. **Improvements, Repairs, and Maintenance:** Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior

walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for

work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

- c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;
- d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;
- e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and
- f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. Liability Indemnification/Insurance: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the

same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction, or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. Termination of Term: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. Guarantor: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

(970)412-1258 [970-412-0482], a(n)

Alma Dalia Boiz

Individual

[Individual or Type of Entity]

Received copy of survey. A.P.

By: _____

Its: _____

Or

[Signature of Individual]

Date: _____

Tenant must sign first as individual and provide a copy of Social Security Card and Drivers License or Passport.

Tenant gives financial warranty of capacity to perform and will provide personal financial statement upon request at inception and during lease.

In the event this Lease is not signed and delivered before 12:00 p.m. August 21, 2013 with a Cashier's Check for \$15,850.00 then this document shall become void and of no effect on any party.

Person to notify in Tenant emergency.

GUARANTOR (if applicable):

[Signature]

[Print Name]

Date: _____

LANDLORD:

Louis Koutsoubos 970-948-2334
Box 9199 Aspen, Colorado 81612, a(n)

Individual *Louis Koutsoubos*

[Individual or Type of Entity]

By: _____

Send all notices to Tom Stuver 120 W. 3rd. Rifle, Colorado 81650

Its: _____

Or

[Signature of Individual]

Date: _____

Addendum:
Base Monthly rent abated starting August 21, 2013 until noon October 31, 2013(70)days. Rent abatement \$8,860.27 other terms and conditions nunchanged.
(3,850.00 x 12 = \$46,200.00yr. / 365 =126.5753424 a day x 70 = \$8,860.27.)

Abatement to assist Tenant off set capital expenditure for improvmnts of plumbing, electrical, ventaliation, and decorative items, lighting, carpeting.

In addition Landlord pays real estate tax for the four years of Lease which is estimated to be \$18,600.00 as aid for further Tenant capital expenditure.

(8,860.27 +18,600.00 = \$27,460.27)

Also Landlord to pay for 3 new roof swamp coolers, Tenant pays installation and disposal of old ones.

Landlord makes no warranty and assumes no liability for Tenant expenditures in any amount.

Addendum

The Commercial Lease for the premises located at 119 W 3rd. Rifle, Colorado Blk. M Lot 17 dated August 21, 2013 with Gabriel Gonzales Ruiz as Tenant to remain unchanged except for items listed below when this Addendum is properly signed and delivered and shall become part of and be attached to said Lease.

- 1) **Agent:** Tenant shall not at any time or in any manner represent or act as agent of Landlord. Landlord given timely access and privileged to copies of all information from Tenant and or Tenant's Insurance provider regarding leased premises whether pertaining to policy and or settlement of a claim.
- 2) **Possession of Premises:** If, after signing Lease, Tenant fails to take possession of premises, Tenant remains responsible for paying rent and complying with Lease. If Landlord unable to deliver possession of premises to Tenant on starting date for any reason not within control of Landlord including but not limited to partial or complete destruction of premises, Tenant or Landlord will have right to cancel this lease upon written notice. In such event, Landlord's only responsibility to Tenant and or those claiming under Tenant is return prepaid rent and Security Deposit. However if as precondition to leasing Tenant requires Landlord to alter premises and if such not competed by inception date Tenant may not claim damages and is responsible for honoring lease even though Tenant is unable to use part or all of premises. Upon taking possession Tenant shall rekey and or recode all security devices and immediately provide Landlord with copies, however, adequacy of any security device is sole responsibility of Tenant.
- 3) **There is no Tenant 'holdover'** (p 48) No continuation without an additional separate written agreement and any unauthorized person on premise after lease is ended is a trespasser to be dealt with accordingly.
- 4) **Use of Premises:** a) Tenant shall not place or attach anything to roof or parapets except refrigeration compressors, three swamp coolers and cooking hood exhaust system in accord with lease and serviced at least every ninety days. b) No painting or alteration of exterior of building permitted and deemed a material breach; lease may be terminated and damages collected. c) All work, deletion, addition, including painting, performed only by insured licensed contractor with plans, permits, funding, insurance, and timeframe preapproved in writing by Landlord. d) Prior and during such activity Tenant to post premises conspicuously with lien and liability waiver notices; also hand delivering to suppliers, labor, and others with Tenant as sole responsible party. Landlord approval or disapproval is not Landlord assumption of liability and or expense for addition, deletion, material, service, or anything all of which are responsibility of Tenant for which Tenant to document adequate advance funding.
- 5) **Showing of Premise:** Landlord has right to show and photograph premise at reasonable times on 24 hour notice without Tenant interference; interference penalty three hundred dollars. Standard 'rent - sale' signs posted; unmolested. If not in default Tenant may be offered property with five days to accept. However, Tenant has no 'First Right of Refusal' or priority and Landlord may make or accept other offers.
- 6) **Notice:** This Lease is sufficient notice to Tenant to be entitled to performance of this Lease.
- 7) **Landlord Liability:** Landlord is not liable for acts or omissions of God, Nature, and Third Party and or those persons or event Landlord does not have direct control. If, Landlord deems Tenant insurance not sufficient to protect Landlord, additional Tenant insurance required. Landlord may elect which items paid in installments and which are designated as rent. Landlord not liable for Tenant or contents. If Landlord deems it necessary to protect Landlord's interest certain work may be done but without obligation to do so and without recourse from Tenant who shall be financially responsible and cooperative. Landlord forbearance not a waiver or assumption of liability. Tenant to provide financial statement on request.
- 8) **Insurance- Prop.Tx:** Landlord's property Insurance (p 45), fines, fees levied or assessed regarding premises are in addition to monthly base rent paid by Tenant. Landlord pays Garfield County real estate tax.
- 9) **No recording of Lease:** Tenant not to record this Lease which is strictly privileged information; only those who need to know for its proper execution and to limit liability are to have access.
- 10) **Executed Copies:** All copies of Lease, all executed contemporaneously herewith and a part hereof by parties hereto, shall be regarded as duplicate originals and together a single instrument. Landlord and Tenant may execute Lease by way of electronic facsimile transmission. However, Landlord may treat such as voidable until first month's rent and security deposit paid in full.

Landlord: Josiah Koutouba
Date / Time: August 21, 2013

Tenant: Gabriel Ruiz
Date / Time: August 21, 2013

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Name of Business

De Marcos Fettuccine

2. Your Full Name (last, first, middle)

Ruiz, Alma

3. List any other names you have used.

—

4. Mailing address (if different from residence)

P.O. Box 1076 Loveland CO 80539

Home Telephone

970-412-0482

5. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	4064 George Town Dr	Loveland, CO 80539	8/30/2007	Present
Previous				

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Padres Mexican Restaurant	29th St Loveland, CO 80539	Busgirl	10/1/2005	Present

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
Ismael Gonzalez	Brother in law	Rest owner	Mi Cocina - Berthoud

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

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

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

Yes No

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

Yes No

12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL.

Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 C.R.S.

Oath of Applicant

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

Authorized Signature

Alvin V. [Signature]

Title

owner

Date

09/05/13

Promissory Note

Installment Payments with Interest

Name of Borrower 1: Alma Delia Ruiz

Name of Borrower 2: _____

Name of Lender: Ismael Gonzalez

1. For value received, Borrower promises to pay to Lender the amount of \$ 17000⁰⁰ on _____
11/13/13 Months at _____, at the rate of 2.00% per year from the date this note was signed until the date it is:

paid in full (Borrower will receive credits for prepayments, reducing the total amount of interest to be repaid).

due or paid in full, whichever date occurs last (Borrower will not receive credits for prepayments).

2. Borrower agrees that this note will be paid in installments, which include principal and interest, of not less than \$ 1300⁰⁰ per month, due on the first day of each month, until the principal and interest are paid in full.

3. If any installment payment due under this note is not received by Lender within _____ days of its due date, the entire amount of unpaid principal will become immediately due and payable at the option of Lender without prior notice to Borrower.

4. If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.

Alma Ruiz
Borrower 1's signature

Borrower 2's signature

11/13/13
Date

Date

Alma Ruiz
Print name

Print name

Rifle, Garfield
City & county where signed

City & county where signed

3025 Coalmine Ave, Rifle CO 80650
Address

Address

Certificate of Acknowledgment of Notary Public

State of Colorado)

) ss

County of Boulder)

On 11/14/13 before me, James Porter, a notary public in and for said state, personally appeared Alma Ruiz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his and her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

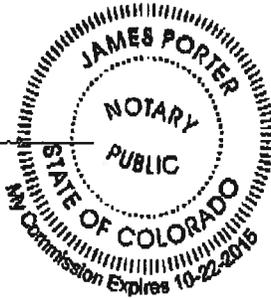
I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing is true and correct.

Witness my hand and official seal.

Signature James Porter

Notary Public for the State of Colorado

My commission expires 10-22-2015



(Notary Seal)

Simple Promissory Note

Palmar Alaska 11-14-13
City State Date

Alma Ruiz (Borrower) agrees and promises to pay to Pedro A. Gonzalez Ruiz (Lender)

the sum of (\$ 10.000) Dollars for value received, with interest at the annual rate of 4%
% payable after (Date) 6-1-14

If this note is in default and is placed for collection, (Borrower) shall pay all reasonable costs of collection and attorneys' fees.

Alma Ruiz 11-14-13 By _____
(Borrower) (Date)

Pedro A Gonzalez Ruiz By _____
(Lender) (Date)

Minosca Rayna 11-14-13
(Witness) (Date)



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

Colorado Secretary of State
 Date and Time: 11/18/2013 01:14 PM
 ID Number: 20131660044
 Document number: 20131660044
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of an Individual
 filed pursuant to §7-71-103 of the Colorado Revised Statutes (C.R.S)

1. The true name of the individual delivering this statement is

Ruiz Alma D _____
(Last) (First) (Middle) (Suffix)

2. The principal address of such individual is

Street address 119 W 3rd Street
(Street number and name)

Rifle CO 81650
(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

Mailing address P.O. Box 946
 (leave blank if same as street address) (Street number and name or Post Office Box information)

Rifle CO 81650
(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

3. The trade name under which such individual transacts business or contemplates transacting business in this state is

De Marco's Fettuccine

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

Restaurant and Bar

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

This document contains additional information as provided by law.

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

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
 The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

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

<u>Coffman</u>	<u>Gregg</u>	<u>H</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>501 St Vrain Ln No 200</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Estes Park</u>	<u>CO</u>	<u>80517</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country – if not US)</small>	

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

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

Disclaimer:

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



RIFLE POLICE DEPARTMENT

JOHN D. DYER
Chief of Police

J.R. BOLTON
Operations Lieutenant

VAUGHN MILES
Administrative Sergeant

To: City Council
City Manager
From: Chief John Dyer
Date: 11-22-13
Ref: Public Safety Citizen Advisory Board

City Council,

It has long been my belief that in order for a law enforcement agency to be effective, it should be reflective of the community it serves. The priorities that we set should be the priorities that the community has. Some recent examples of issues that should be set by the community are issues surrounding animals, as well as parking issues in the downtown area.

In order to ensure that we, the Rifle Police Department, are reflective of the greater Rifle community, I would like to form a Public Safety Citizen Advisory Board (CAB). My goal in forming this board is to afford one more avenue for communication with the community. As outlined in the proposed ordinance, the duties of the CAB would be:

- (a) To review and provide a community perspective and recommendations concerning procedures, programs, and the effectiveness of the police service, to the City Manager, City Council, and the Chief of Police;
- (b) To enhance police-community relations;
- (c) To promote public awareness of the City's police services and programs;
- (d) To hold public meetings from time to time to solicit public input regarding police services and programs;
- (e) To review and make recommendations concerning Police Department policies, procedures, training, and programs;
- (f) To serve as liaison between the Police Department and the community;
- (g) To appraise the City Council, City Manager and the Chief of Police of the community's needs for police services;
- (h) To review and make recommendations concerning such other and further matters as may be referred to the Police Department Community Advisory Board, from time to time, by the City Council, City Manager or the Chief of Police;
- (i) To make an annual report to the City Council regarding its activities

Appointments would be made by the City Council, and the program would be managed by the Chief of Police. Any required resources would be allocated from existing Police Department funds.

It can become easy to become isolated within your own work environment. I have made it a goal of mine to be involved with people outside of Law Enforcement, to keep me grounded to what community values and expectations are. A Citizen Advisory Board would be a very useful tool to create communications between the Police Department and The citizens of Rifle. This will be part of my larger goal to incorporate volunteers into the Rifle Police Department and make sure that we are an integrated part of the community.

Thank you very much for your consideration

John Dyer
Chief of Police
Rifle Police Department

201 East 18th Street, Rifle CO 81650-3237
Office: (970 665-6500)

Mission Statement

To promote the peace, safety, and well-being of our community through interaction, education, and enforcement of the law

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 22
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
CHAPTER 2, ARTICLE V OF THE RIFLE MUNICIPAL CODE TO
ESTABLISH A PUBLIC SAFETY CITIZEN ADVISORY BOARD.

WHEREAS, the Police Department of the City of Rifle seeks to enhance police-community relations and facilitate a productive dialogue between the community and the Police Department regarding Police Department services; and

WHEREAS, the Police Department believes the formation of a voluntary Community Advisory Board will foster valuable communication between the Police Department and Rifle citizens on important services, programs, and policy issues; and

WHEREAS, the City Council finds and determines that the formation of a Public Safety Citizen Advisory Board is in the best interest of the public health, safety and welfare of the citizens of Rifle and desires to amend the Rifle Municipal Code to create said Board.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Article V, Chapter 2 of the Rifle Municipal Code is hereby amended to add a new Section 40 to read as follows.

Sec. 2-5-40. Public Safety Citizen Advisory Board.

(1) Public Safety Citizen Advisory Board established. There is hereby created and established a Public Safety Citizen Advisory Board, with powers delegated as provided in this Section, for the general purpose of enhancing police-community discussion and feedback, as well as providing advice and recommendations to the City Council on Police Department issues and performing other duties as set forth in this Section.

(2) Membership. The Public Safety Citizen Advisory Board shall consist of nine (9) voting members plus one (1) alternate member with voting rights only in the absence of a regular member. Not less than five (5) members shall be residents of the City. At least two (2) members shall be owners or managers of businesses located within the City. One (1) member may be a currently enrolled Rifle High School student. In the event a regular member of the Public Safety Citizen Advisory Board resigns or is removed from his or her position, the alternate, if interested in filling that position, will be required to submit an application and participate in the appointment process. The City shall be responsible for advertising for positions that need to be filled. The Chair or acting Chair of the Public Safety Citizen Advisory Board shall be responsible for notifying the City Manager if and

when there is a vacancy due to a resignation or other reason within two (2) weeks of the vacancy.

(3) Appointment – Terms. The City Council shall appoint all members to the Public Safety Citizen Advisory Board members. Initial appointments to the Public Safety Citizen Advisory Board shall be made for the following terms: (a) Two (2) members of the Public Safety Citizen Advisory Board shall be appointed for one-year terms; (b) Two (2) members of the Public Safety Citizen Advisory Board shall be appointed for two-year terms; (c) Two (2) members of the Public Safety Citizen Advisory Board shall be appointed for three-year terms; and (d) Three (3) members of the Public Safety Citizen Advisory Board shall be appointed for four-year terms. Notwithstanding the timing of the initial appointments, Public Safety Citizen Advisory Board terms shall commence March 1 of each year. All subsequent appointments, except for vacancies, shall be for four-year terms; provided, that members shall remain in office until their successors are appointed and confirmed, with the exception of the high-school age student, whose term will remain at one year. Vacancies occurring otherwise than through the expiration of terms shall be filled for the remainder of the term of the member being replaced. Members may be removed at will at any time prior to the end of their term by the City Council. In addition, members who fail to attend three consecutive regular meetings may be considered to have vacated their positions and may be replaced, as provided for in this Section.

(4) Compensation. The members of Public Safety Citizen Advisory Board shall serve without compensation for their services as such, but may receive reimbursement for necessary travel and other expenses incurred on official duty when such expenditures have received prior authorization within the municipal budget..

(5) Duties of the Public Safety Citizen Advisory Board. It shall be the responsibility of the Public Safety Citizen Advisory Board to perform following duties:

- (a) To review and provide a community perspective and recommendations concerning procedures, programs, and the effectiveness of the police service, to the City Manager, City Council, and the Chief of Police;
- (b) To enhance police-community relations;
- (c) To promote public awareness of the City's police services and programs;
- (d) To hold public meetings from time to time to solicit public input regarding police services and programs;
- (e) To review and make recommendations concerning Police Department policies, procedures, training, and programs;
- (f) To serve as liaison between the Police Department and the community;
- (g) To apprise the City Council, City Manager and the Chief of Police of the community's needs for police services;
- (h) To review and make recommendations concerning such other and further matters as may be referred to the Public Safety Citizen Advisory Board, from time to time, by the City Council, City Manager or the Chief of Police;

- (i) To make an annual report to the City Council regarding its activities.

Notwithstanding the broad powers of the Public Safety Citizen Advisory Board under this subsection (5), the Public Safety Citizen Advisory Board shall have no power or authority to investigate, review, or otherwise participate in matters involving specific police personnel or specific police-related incidents.

(6) Meetings and procedures. The Public Safety Citizen Advisory Board shall have at least one (1) regular meeting per quarter on such day of the month and at such time as may be determined by the Public Safety Citizen Advisory Board. Special meetings may be held as often as the Public Safety Citizen Advisory Board deems necessary. At the first Public Safety Citizen Advisory Board meeting following the commencement of new terms after March 1 of each year, the Public Safety Citizen Advisory Board shall organize by electing three (3) of its members to serve as Chair, Vice-Chair and Secretary, respectively, to serve at the pleasure of the Public Safety Citizen Advisory Board. All meetings of the Public Safety Citizen Advisory Board shall be open to the public. For purposes of conducting the Public Safety Citizen Advisory Board's business, exercising its powers and for all other purposes, a quorum of the Public Safety Citizen Advisory Board shall consist of five (5) or more members. Any action taken by a majority of those present, when those present constitute a quorum at any regular or special meeting of the Public Safety Citizen Advisory Board, shall be deemed and taken as the action and decision of the Public Safety Citizen Advisory Board. The Public Safety Citizen Advisory Board may elect such officers as it deems necessary in order to conduct its business. The Public Safety Citizen Advisory Board may adopt such rules of procedure as it deems necessary. The Public Safety Citizen Advisory Board shall tape record or keep minutes of all meetings held and business transacted. All records of the Public Safety Citizen Advisory Board shall be open for public inspection, except those that may be exempt from public disclosure under state law.

INTRODUCED on December 4, 2013, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 18, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk



RIFLE POLICE DEPARTMENT

JOHN D. DYER
Chief of Police

J.R. BOLTON
Operations Lieutenant

VAUGHN MILES
Administrative Sergeant

To: City Council
City Manager
From: Chief John Dyer
Date: 11-22-13
Ref: V.A.L.E. Board

City Council,

Section 2-14 of the city code authorizes, sets up, and give guild lines for the establishment of a VALE Board (Victims Assistance Law Enforcement)

Sec. 2-14-10. Creation and establishment.

There is created and established a Victims and Witnesses Assistance and Law Enforcement ("VALE") Board, with powers as set forth in this Article and Title 24, Article 4.2, Part 1, C.R.S. The Board shall designate one (1) of its members as Chair of the VALE Board, shall establish rules of procedure and order and shall hold meetings as it might deem necessary. (Ord. 12 §3, 2012)

This was created in 2012, by former Chief Meisner, in order to assist victims of crime who go through the city municipal court. I became aware of this program in 2013, when I was approached by the Court Clerk and City Municipal Prosecutor. As they were reviewing the municipal codes, they discovered this Board, and we had several discussions about it. The problems we see with this Board are:

- There is not a real need for a VALE Board through municipal court. The county has a victim's assistance program which runs through county court. All of our more serious cases go through county court, with municipal court handling lower level crimes.
- There has not been a request for victim's assistance since the board was authorized.
- The accounting (interest bearing account, percentages being prescribed) would be difficult for the city to accommodate and would result in funds being unnecessarily diverted into an account which sits dormant. These funds are currently being better utilized through the police training fund.
- The amount of time and effort required to administer and run a VALE Board, given the limited use of the board, would be inefficient.

While we have not received any request to date, there may be an occasion that there is need. What we are proposing is to eliminate section 2-14 of the municipal code, and set up a simpler process to handle any request for assistance:

- If there is a request for assistance through the municipal court, the court clerk will send the request to the Chief of Police.
- The Chief of Police will send the request, with a recommendation, to the city prosecutor and city manager.
- If they concur that resources should be expended, The Chief of Police will authorize the Court Clerk to expend the funds, charging the expense to the Law Enforcement training fund, which is raised through fine assessments through the municipal court.

I, the Court Clerk, and the City Prosecutor are in agreement that this system would be less cumbersome, and more responsive, to the needs of victims in need of help through the municipal court.

Respectfully
John Dyer

201 East 18th Street, Rifle CO 81650-3237
Office: (970 665-6500)

Mission Statement

To promote the peace, safety, and well-being of our community through interaction, education, and enforcement of the law

ARTICLE XIV

Victims and Witnesses Assistance and Law Enforcement Program

Sec. 2-14-10. Creation and establishment.

There is created and established a Victims and Witnesses Assistance and Law Enforcement ("VALE") Board, with powers as set forth in this Article and Title 24, Article 4.2, Part 1, C.R.S. The Board shall designate one (1) of its members as Chair of the VALE Board, shall establish rules of procedure and order and shall hold meetings as it might deem necessary. (Ord. 12 §3, 2012)

Sec. 2-14-20. Membership.

The VALE Board shall consist of five (5) regular members, no more than two (2) of whom may be a City official or Council member. The City Council shall appoint all regular members of the Board. All regular members except for City officials shall be bona fide residents of the City. The Chief of Police shall serve as a nonvoting advisor to the Board. The term of office of each member of the Board shall be three (3) years; except that, of those members first appointed, one (1) shall be appointed for a one-year term, two (2) for two-year terms and two (2) for three-year terms. All vacancies, except through the expiration of the term, shall be filled for the unexpired term only by appointment of the City Council. Each member may be reappointed once and serve two (2) consecutive terms. A person may be reappointed to the Board thereafter if it has been at least one (1) year since such person served on the Board. Each Board member shall hold office until his or her successor has been appointed. (Ord. 12 §3, 2012)

Sec. 2-14-30. Victims and Witnesses Assistance and Law Enforcement Fund.

The Victims and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consists of all monies paid as a surcharge as provided in Subsection 2-4-240(o) of this Chapter. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager shall be responsible for establishing a separate fund for purposes of accounting for revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth. (Ord. 12 §3, 2012)

Sec. 2-14-40. Duties and responsibilities.

(a) The VALE Board shall disburse monies from the Fund in the following manner:

(1) First, to the payment of all reasonable and necessary expenses and costs incurred by the VALE Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.

(2) Second, not less than fifty percent (50%) of the monies remaining in the Fund, after the deduction of reasonable expenses and costs, shall be allocated for the purchase of victims and witnesses services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged

violation of a municipal ordinance or state statute, regardless of whether the perpetrator has been identified, arrested or prosecuted.

(3) Third, any remaining monies may be allocated to the Police Department for the following purposes, including but not limited to equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the VALE Board.

(b) Disbursement of funds by the VALE Board, on behalf of the victims and witnesses assistance services, may be used for the following purposes:

(1) Provision of services for early crisis intervention;

- (2) Provision of telephone lines for victims and witnesses assistance;
- (3) Referral of victims to appropriate social service and victim compensation programs and assistance in filling out forms for compensation;
- (4) Assistance programs for victims and their families;
- (5) Education of victims and witnesses about the operation of the criminal justice system;
- (6) Assistance in prompt return of victims' property;
- (7) Notification to the victim of the progress of the investigation, the defendant's arrest, subsequent bail determinations and the status of the case;
- (8) Intercession with the employers or creditors of victims or witnesses;
- (9) Assistance to victims and witnesses in arranging transportation to and from court;
- (10) Provision of translator services;
- (11) Coordination of efforts to assure that victims have a secure place to wait before testifying;
- (12) Provision of counseling or assistance during court appearances, when appropriate;
- (13) Protection from threats of harm and other forms of intimidation; and
- (14) Special advocate services.

(c) The VALE Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board

shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request. (Ord. 12 §3, 2012)

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 23
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REPEALING
CHAPTER 2, ARTICLE XIV OF THE RIFLE MUNICIPAL CODE
REGARDING THE VICTIMS AND WITNESS ASSISTANCE AND LAW
ENFORCEMENT PROGRAM.

WHEREAS, Chapter 2, Article XIV of the Rifle Municipal Code sets forth provisions for a Victims and Witnesses Assistance and Law Enforcement ("VALE") Board; and

WHEREAS, since the enactment of Chapter 2, Article XIV of the Rifle Municipal Code, no members of the VALE Board have been appointed, it has never been organized or met, and the Police Department does not see the need for the City to maintain the VALE Board; and

WHEREAS, the City Council finds and determines that repealing Chapter 2, Article XIV of the Rifle Municipal Code is in the best interest of the citizens of Rifle.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Chapter 2, Article XIV, of the Rifle Municipal Code is hereby repealed.

INTRODUCED on December 4, 2013, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 18, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk



MEMORANDUM

To: Matt Sturgeon, City Manager
From: Charles Kelty, Finance Director
Date: November 26, 2013
Subject: Adopt 2014 Budget and Certify Mill Levies

City of Rifle staff and City Council have been developing the 2014 budget during the months of August through October. The proposed budget was open for public inspection, as well as public hearings held on November 6 and 20th. The final stage of the Budget process is for Council to consider the below Resolution's and Ordinance to Adopt and Appropriate the funds for the 2014 budget, as well as Certify the 2014 Mill Levy.

1. Resolution No. 19 Series of 2013 Adopting the Annual Budget for the Fiscal Year 2014
2. Ordinance No. 25 Series of 2013 Appropriating the Annual Budget for fiscal year 2014
3. Resolution No. 20 Series of 2013 (certifying the mill levy) levying general property taxes for the year 2013 to help defray the cost for budget year 2014
4. Lease-Purchase Supplemental Schedule to the Adopted Budget-this schedule is informational and a requirement under Colorado Revised Statute 29-1-103(3)(d)

Below is a summary of the 2014 Budget:

General Fund	\$ 8,055,310
Street Improvement Fund	1,726,907
Conservation Trust Fund (Lottery)	144,590
Economic Development Fund	189,000
Visitor Improvement Fund	118,300
Downtown Development Fund	148,860
Capital Fund	0
Information Center Fund	158,000
Urban Renewal Authority	87,500
Energy Efficiency Fund	30,150
Parks & Recreation Fund	3,514,311
Water Fund	19,884,079
Sewer Fund	3,019,586
Sanitation Fund	480,127
Fleet Fund (Internal Service Fund)	433,598
<u>Information Technology Fund (Internal Service Fund)</u>	<u>473,165</u>
TOTAL APPROPRIATION	\$38,463,483



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 19
SERIES OF 2013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014.

WHEREAS, the City Council of the City of Rifle has been reviewing the 2014 budget proposed by the City Manager; and

WHEREAS, the proposed budget has been open for inspection by the public at the Office of the City Clerk; and

WHEREAS, the City Council has held public meetings and hearings for the proposed 2014 budget, all with notices published in advanced.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.
2. The following Budget is adopted for the Fiscal Year beginning January 1, 2014 and ending December 31, 2014:

GENERAL FUND

Mayor & Council	64,977
City Clerk	166,646
Municipal Court	178,536
City Manager	198,314
Government Affairs	137,665
Finance	484,803
City Attorney	219,000
Planning & Zoning	276,748
City Hall Building Operation	173,137
Grounds and Facility Maintenance	75,656
Community Access Television	146,324
Police	2,443,106
Justice Center Building Operation	95,600
Building Inspections	151,321
Streets Maintenance	1,405,942
Public Works	284,721
Animal Shelter	81,536
Cemetery	67,005
Senior Services	467,195

Ute Theatre Operations	124,766
Non-Departmental	557,312
<u>Transfers to Other Funds</u>	<u>255,000</u>
TOTAL GENERAL FUND	8,055,310
Street Improvement Fund	1,726,907
Conservation Trust Fund	144,590
Economic Development Fund	189,000
Visitor Improvement Fund	118,300
Downtown Development Fund	148,860
Capital Fund	0
Information Center Fund	158,000
Urban Renewal Authority	87,500
Energy Efficiency Fund	30,150
Parks and Recreation Fund	3,514,311
Water Fund	19,884,079
Sewer Fund	3,019,586
Sanitation Fund	480,127
Fleet Fund (Internal Service Fund)	433,598
<u>Information Technology Fund (Internal Service Fund)</u>	<u>473,165</u>
TOTAL BUDGET	\$38,463,483

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4th day of December 2013.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 25
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO SETTING FORTH
THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014.

WHEREAS, at the direction of the Rifle City Council, City Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2014 and ending December 31, 2014 to the Council; and

WHEREAS, upon due and proper notice, published or posted in accordance with state law, said proposed budget was open for inspection by the public at a City Hall, a public hearings were held on November 6 and 20, 2013, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.

2. The unexpended monies, if any, remaining in the various funds from the year 2013, together with revenue of the City of Rifle for the year beginning January 1, 2014 and ending December 31, 2014, is hereby appropriated to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

3. The amounts set forth in Resolution No. 19, Series of 2013, adopting the annual budget, are hereby appropriated to the uses stated in that resolution and authority is hereby given to the City Manager to expend the amounts shown for the purposes stated.

General Fund	\$ 8,055,310
Street Improvement Fund	1,726,907
Conservation Trust Fund (Lottery)	144,590
Economic Development Fund	189,000
Visitor Improvement Fund	118,300
Downtown Development Fund	148,860
Capital Fund	0
Information Center Fund	158,000
Urban Renewal Authority	87,500
Energy Efficiency Fund	30,150
Parks & Recreation Fund	3,514,311
Water Fund	19,884,079

Sewer Fund	3,019,586
Sanitation Fund	480,127
Fleet Fund (Internal Service Fund)	433,598
<u>Information Technology Fund (Internal Service Fund)</u>	<u>473,165</u>
TOTAL APPROPRIATION	\$38,463,483

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado, held on December 4, 2013, read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2013**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING
GENERAL PROPERTY TAXES FOR THE YEAR 2013 TO HELP DEFRAY
THE COST OF GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2014
BUDGET YEAR

WHEREAS, the 2013 assessed valuation for the City of Rifle as certified by the Garfield County Assessor is \$96,359,650; and

WHEREAS, the 2013 assessed valuation for the downtown Development Authority of the City of Rifle as certified by the Garfield County Assessor is \$11,757,650; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO:

That for the purpose of meeting all general operating expenses of the City of Rifle during the 2014 fiscal year there is levied a tax of 5.261 mills upon each dollar of the total valuation for assessment of all taxable property within the City for the year 2013; and

That for the purpose of meeting all general operating expenses of the Downtown Development Authority during the 2014 fiscal year there is levied a tax of 3.774 mills upon each dollar of total valuation for assessment of all taxable property within the Downtown Development Authority of the City of Rifle for the year 2013; and

That the Mayor is hereby authorized and directed to certify to the County Commissioners of Garfield County, Colorado, the mill levies for the City of Rifle and the Downtown Development Authority of the City of Rifle as herein above determined and set pursuant to C. R. S. 39-5-128(1).

ADOPTED this 4th day of December, 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

LEASE-PURCHASE SUPPLEMENTAL SCHEDULE TO THE ADOPTED BUDGET

(Pursuant to 29-1-103(3)(d), C.R.S.)

Budget Year 2014

The Supplemental Schedule must present information **separately** for all lease-purchase agreements involving real property and all lease-purchase for non-real property.

I. REAL PROPERTY LEASE-PURCHASE AGREEMENTS:

A. Description of Real Property Lease-Purchase(s): Parks Maintenance Building

Date of Lease-Purchase Agreement(s): August 1, 2008

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Real Property Lease-Purchase Agreements in Budget Year:	2014	\$322,327

Total maximum payment liability for all Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$1,611,638
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Does the agreement include renewal options? Yes No

If yes, describe: "The Lease Term shall commence as of the date hereof and continue through the last day of the current Fiscal Year of the City. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the City. (Lease Purchase Agreement, Article IV, Section 4.01, p. 8).

II. ALL LEASE-PURCHASE AGREEMENTS NOT INVOLVING REAL PROPERTY:

A. Description of Lease-Purchase Item(s): Honeywell Energy Management Equipment: Water meters (radio read) and related equipment; AMR meter reading system/software; VXU (vehicle based monitoring units)

Date of Lease-Purchase Agreement(s): June 20, 2006

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Non-Real Property Lease-Purchase Agreements in Budget Year:	2014	\$105,018

Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$315,053
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Does the agreement include renewal options? Yes No

If yes, describe: "Beginning at the expiration of the Initial Term, the term of this Agreement shall automatically be extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and reasonably estimated Additional

Payments during the next succeeding Renewal Term in the number of Renewal Terms ... as are necessary for all Rental Payments ... to be paid in full..."

B. Description of Lease-Purchase Item(s): Copiers

Date of Lease-Purchase Agreement(s): December 23, 2010

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Non-Real Property Lease-Purchase Agreements in Budget Year:	2014	\$4,037
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$8,075

Does the agreement include renewal options? Yes X No

If yes, describe: "...shall notify ... in writing at least 60 days but not more than 120 days before the end of a Present Term ... that ... intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-year period ..." (Lease Purchase Agreement, 12/23/10. Section 2).



MEMORANDUM

To: Matt Sturgeon, City Manager
From: Charles Kelty, Finance Director
Date: November 26, 2013
Subject: Amend 2013 Budget

I am presenting the following documents for City Council consideration amending the 2013 Budget.

1. Resolution No. 21 Series of 2013 Amending the City's Budget for the Year Ending December 31, 2013
2. Ordinance No. 26 Series of 2013 Supplemental Appropriation for the Year Ending December 31, 2013

Below is a brief summary of the Funds which need amended:

a. Capital Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$1,985,947	\$500,000	\$2,485,947

b. Urban Renewal Authority

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$5,000	\$60,000	\$65,000

c. Sewer Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$3,099,212	\$30,000	\$3,129,212



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 21
SERIES OF 2013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING
DECEMBER 31, 2013.

WHEREAS, by Resolution No. 23, Series of 2012, the Rifle City Council adopted a budget for the fiscal year beginning January 1, 2013 and ending December 31, 2013 (the "2013 Budget") after holding all necessary public meetings and hearings; and

WHEREAS, at the time the 2013 Budget was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the amendments to the 2013 Budget set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following amendments to the 2013 Budget are hereby approved.

a. Capital Fund Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$1,985,947	\$500,000	\$2,485,947

b. Urban Renewal Authority

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$5,000	\$60,000	\$65,000

c. Sewer Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$3,099,212	\$30,000	\$3,129,212

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4th day of December 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 26
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR
A SUPPLEMENTAL APPROPRIATION FOR THE YEAR ENDING
DECEMBER 31, 2013.

WHEREAS, by Resolution No. 23, Series of 2012, the Rifle City Council adopted its annual budget for the fiscal year beginning January 1, 2013 and ending December 31, 2013 (“2013 Budget”) after a duly-noticed public hearing; and

WHEREAS, based upon the 2013 Budget as adopted, the Council further approved by Ordinance No. 22, Series of 2012 the Annual Appropriation for fiscal year 2013 (“2013 Annual Appropriation”) after a duly-noticed public hearing; and

WHEREAS, at the time the 2013 Annual Appropriation was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the additional appropriations set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2013.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council and hereby approves the additional appropriations set forth below for fiscal year 2013.

a. Capital Fund Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$1,985,947	\$500,000	\$2,485,947

b. Urban Renewal Authority

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$5,000	\$60,000	\$65,000

c. Sewer Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$3,099,212	\$30,000	\$3,129,212

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado, held on December 4, 2013, read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

UTILITY DEPARTMENT
INTEROFFICE MEMO



H2O Water

TO: Matt Sturgeon
FROM: Dick Deussen/Jim Miller
DATE: November 26, 2013
RE: **Graham Mesa WTP - Tube Settler Repair Project**

Background:

On November 19th, the Graham Mesa WTP experienced an upset of its tube settlers in its sedimentation basin, where 6% of the tube settlers were lost permanently. The cause of the upset is excessive weight of sludge (powdered carbon plus alum) on thin plastic tubes that have deteriorated over 35 years of age due to brittleness, fatigue, and loadings associated with operations (hose-down, buoyancy reduction during drawdown, and foot traffic pressures). Other causes such as corrosion, fastener failure, pre-chlorination effects, failed concrete and structural member failures were investigated but were not considered a factor or significant.

The causes of the upset are progressive in the sense in that tube settler modules will accumulate additional weight, experience greater fatigue and brittleness, and are expected to continue to fail. Therefore, all tube settler modules are in need of replacement.

Scope of Project:

Constraints: 1) Tubes settler performance is required before water demand increases in April. It is not an option to operate at peak water production rates without all the tubes settler modules.

Challenges: 1) 20" tubes are no longer available.
2) 24" tubes are available from Brentwood Industries with 10 weeks manufacturing lead time but will require modifications to the existing structural supports to carry extra weight.
3) Select structural members (not contributing to the tube failure) were observed to be deformed (buckled) are in need of replacement before additional weight can be supported.

Scope: The project consists of modifying structural supports to accommodate new and different tube settler modules that will result in a minimum of approximately 20% more weight requiring support.

Schedule:

The project schedule is defined by three factors: 1) the time for engineering consultant review and design of structural modifications (2 weeks); 2) manufacturing lead time for tube settlers (10 weeks); and demolition and installation of support modifications and tube settler modules (4 weeks). Assuming a late November start, a 16 week schedule places completion late in the month of March – so no time to spare. The project would benefit schedule -wise from an early procurement of the tube settler modules.

Project Delivery:

The project is assumed to be an in-kind replacement maintenance project that does not require CDPHE- WQCD design review. SGM has been approached on November 21 to examine three potential structural modification solutions proposed by staff. It is currently envisioned that project would be constructed (without bidding) with structural details provided by SGM and installation by City Public Works’ labor forces. Bidding documents will not be produced.

Cost:

The cost of the project includes demolition and disposal of existing tubes settler modules, demolition and replacement of select metal structural supports, structural modifications to support the greater weight of different tube settler modules, replacement of fasteners and anchors, replacement of tube settler modules, and engineering fees.

Demolition and disposal of tube settler modules:	\$5,000
Structural modifications	\$75,000 (TBD, Allowance)
Fasteners and anchors:	\$5,000
Replacement of tube settler modules:	\$62,000 (preliminary quote)
Installation by City of Rifle Public Works	\$0
Engineering fee (SGM)	\$20,000 (Estimated)
<hr/>	
Subtotal w/o contingency	\$167,000
Contingency @20%	\$33,400
<hr/>	
Total	\$200,400