



Keith Lambert, Mayor
Jay Miller, Mayor Pro Tem
Alan Lambert, Councilor
Jonathan Rice, Councilor
Jennifer Sanborn, Councilor
Jeanette Thompson, Councilor
Randy Winkler, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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
August 17, 2011

WORKSHOP 6:00 P.M.
CONFERENCE ROOM

6:00 P.M. Mid-year budget/financial review (John Hier; Charles Kelty)

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 August 3, 2011 Regular Meeting
B. Liquor license renewal: Loyal Order of Moose – Lodge #1345
C. Appointment to Parks and Recreation Advisory Board
D. Recreation Fee Schedule – Resolution No. 11, Series of 2011
E. Memorandum of Understanding with the Rifle Regional Economic Development Corporation-Rifle Recreation and Fitness Center Project on Metro Park
F. Appoint Election Judges
G. VIF Recommendation for Expenditures
H. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Lambert)
- 7:15 p.m. 5. Presentation to Louis Beauchamp (Mayor Lambert)
- 7:20 p.m. 6. Public Hearing – Tavern Liquor License Application by Monique C. Krelovich d/b/a X Point (Lisa Cain)
- 7:30 p.m. 7. Public Hearing – Application to Transfer Tavern Liquor License from Suleiman Abuhalmeh d/b/a Cheermeister to Cheermeister corporation (Lisa Cain)
- 7:40 p.m. 8. Consider recommendation of Visitor Improvements Fund Advisory Board concerning engineering services for boat ramp and Chamber of Commerce visitor brochure (John Hier)
- 7:50 p.m. 9. Consider Financial Advisory Services Engagement for Water Treatment Plant (Charles Kelty)
- 8:00 p.m. 10. Consider authorizing purchase of used dump truck (John Hier)
- 8:10 p.m. 11. Consider awarding contract for solid waste collection services to Mountain Rolloffs, Inc. (John Hier)
- 8:20 p.m. 12. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 8:30 p.m. 13. Comments from Mayor and Council
- 8:40 p.m. 14. Executive Session - Discussion personnel matter under CRS 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees (John Hier)

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: September 7, 2011 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, August 3, 2011

REGULAR MEETING

7:00 p.m. * Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Keith Lambert.

PRESENT ON ROLL CALL: Councilors Jay Miller, Jonathan Rice, Jeanette Thompson, Randy Winkler, and Mayor Keith Lambert.

Councilor Winkler moved to excuse Councilors Alan Lambert and Jen Sanborn from attending tonight's meeting; seconded by Councilor Miller.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager / Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Channel 10 Manager; Michael Churchill, Channel 10 Assistant Manager; Dick Deussen, Utility Director; Mike Braaten, Government Affairs Coordinator; Daryl Meisner, Police Chief; Megan Gilman; Bob Lonergan; Keith Edquist; Judith Hayward; Patty Lambert; Lynne Miller; and Stanley Wailes.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the July 20, 2011 Regular Meeting
- B. Adopt 2012 Budget Calendar - Resolution No. 10, Series of 2011
- C. Set public hearing for liquor license transfer application from Suleiman Abuhlimeh d/b/a Cheermeister to Cheermeister (corporation)
- D. Approve Rifle Community Foundation expenditure
- E. June Sales Tax Report
- F. June Financial Statements
- G. Accounts Payable
- H. Award contract to purchase police car

Councilor Miller moved to approve Consent Agenda Items A, B, C, D, E, F, G, and H; seconded by Councilor Rice.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

PRESENTATION ON ENERGY PROCESS AUDIT AT WASTEWATER TREATMENT PLANT

Megan Gilman, Active Energies, Inc., and Bob Lonergan, Tetra Tech Inc., presented the results of the energy process audit that their companies conducted at the wastewater treatment plant. Phase 1 of the audit established a baseline of energy use at the facility, and Phase 2 identified conservation opportunities.

CITIZEN COMMENTS AND LIVE CALL-IN

Keith Edquist, Association Manager, Pioneer Mesa Filing 1, asked for City assistance in performing corrective work on Filing 2 improvements. Since the cost to do this work is not prohibitively expensive and can be recovered from the Filing 2 developer, Council directed staff to perform the work.

John Scalzo called and thanked Council for improving the turning radius from northbound Railroad Avenue to eastbound 16th Street.

There were no other citizen comments or live call-ins.

PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – GRAND VALLEY HISTORICAL SOCIETY

Mayor Lambert opened the public hearing and swore in Judith Hayward, President, Grand Valley Historical Society, and Patty Lambert, Executive Assistant, Grand River Hospital District. Ms. Hayward and Ms. Lambert presented the Society's application for a special event liquor permit to provide liquor service at the Grand Wine Affair on September 22, 2011, at Grand River Hospital's Conference Center. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Rice moved to approve the Special Event Liquor Permit Application for Grand Valley Historical Society on September 22, 2011 at Grand River Hospital's Conference Center; seconded by Councilor Thompson.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

CONSIDER TAKING ACTION ON PROPOSAL BY HYLAND ENTERPRISES, INC. RELATED TO AGREEMENT FOR BULK WATER USE

Stanley Wailes, Operations Manager, Hyland Enterprises, Inc. - Rifle Terminal, was present. Hyland had requested that the City consider amending its Agreement for Bulk Water Use with Hyland. City Manager John Hier reminded Council that Hyland had entered into an agreement with the City in 2006 to pay "out of City" rates for bulk water sales. In doing so, they avoided having to pay tap fees which would have been in excess of \$363,000 in 2006. Staff suggested that to receive "in City" rates of the present time, Hyland purchase the taps now (number of taps required is estimated to be 85). At 2011 prices these taps would cost more than \$463,000. Hyland countered this proposal by suggesting that if they purchase the taps now, the City credit them for the extra water charges they have paid in the form of "out of City" rates. Staff felt this was a fair request and calculated that credit to be \$262,790, thereby giving them a cost for purchase of the taps of approximately \$200,858.

Staff has reexamined all billings for the company since 2006, and presently believes the previously calculated credit was low and that the cost to purchase the taps should be approximately \$100,000.

Hyland submitted 2 counterproposals:

- In exchange for an agreement amendment to purchase water at "in City" rates, Hyland would purchase the taps by making an additional monthly payment of \$3,000 for 36 months, resulting in a purchase price of \$108,000 for the taps.
- Hyland would forgo purchasing the taps and would pay an "in City" rate plus \$1 per 1,000 gallons for all water used. This would result in a rate of about \$4.63/1,000 gallons.

Staff recommended that the City accept the latter counterproposal with the following provision included: Hyland would pay for at least 600,000 gallons per month, even if it used less than that amount, and it would pay for any amount exceeding 600,000 gallons. Mr. Wailes believed this would be acceptable to Hyland. Staff will work with Hyland to formalize this agreement and bring it back to Council for its consideration.

CONSIDER AWARDING RIFLE CREEK PLAZA CONSTRUCTION CONTRACT

Director of Planning Matt Sturgeon and Utility Director Dick Deussen recommended awarding the construction contract for the Rifle Creek Plaza improvements to Johnson Construction Co., the low bidder with a \$617,000 bid amount. Staff is requesting authorization to award Johnson Construction a contract not to exceed \$632,000. This amount exceeds Johnson's bid of \$617,000 to complete all remaining site improvements excluding the plaza,

storm water detention basin, and landscaping. The \$15,000 additional dollars staff is requesting be added to Johnson's bid covers items not properly identified on the bid set critical to the project. These items are: 1) a section of sidewalk, 2) replacing planter/sidewalk area existing along West Avenue with new concrete, 3) two additional tree grates, and 4) new concrete necessary to provide access to Country Attic's south entrance.

Councilor Winkler moved to award the construction contract for the Rifle Creek Plaza improvements to Johnson Construction Co. for an amount not to exceed \$632,000; seconded by Councilor Rice.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

CONSIDER TEXT AMENDMENT TO TITLE 16 OF THE RIFLE MUNICIPAL CODE (ZONING AND SUBDIVISION) THAT WOULD REQUIRE FILLING STATION (AKA GAS STATION) SITES BEING DISCONTINUED TO REMOVE ALL EQUIPMENT RELATED TO ITS OPERATION INCLUDING, BUT NOT LIMITED TO, CANOPIES, PUMPS, TANKS, AND SIGNAGE - ORDINANCE NO. 9, SERIES OF 2011 – SECOND READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ADOPTING A NEW SECTION 16-3-105 OF THE RIFLE MUNICIPAL CODE REGARDING ABANDONED FILLING (GAS) STATIONS

Mr. Sturgeon informed Council that the Planning and Zoning Commission recommended that Council approve proposed Ordinance No. 9, Series of 2011, which would amend Section 16 of the Rifle Municipal Code to require the removal of filling station (a/k/a gas station) infrastructure and certain building materials upon closure of a facility. The purpose of the amendment is to avoid abandoned gas stations within the City of Rifle.

Councilor Miller moved to approve Ordinance No. 9, Series of 2011, on second reading as amended and to order it to be published in full as required by Charter; seconded by Councilor Thompson.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

CONSIDER TEXT AMENDMENT TO TITLE 16 OF THE RIFLE MUNICIPAL CODE (ZONING AND SUBDIVISION) THAT WOULD AMEND LANDSCAPE REQUIREMENTS FOR LIGHT INDUSTRIAL PROPERTIES ON AIRPORT ROAD - ORDINANCE NO. 10, SERIES OF 2011 – SECOND READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 16-13-100 OF THE RIFLE MUNICIPAL CODE REGARDING LANDSCAPING REGULATIONS FOR LIGHT INDUSTRIAL USES AND SECTION 16-13-170 AND APPENDIX C REGARDING ASPEN TREES

Mr. Sturgeon explained that proposed Ordinance No. 10, Series of 2011, would increase the requirement for screening along Airport Road while decreasing landscaping requirements for properties that are adjacent to streets that do not receive through traffic (such as Buckhorn Drive and Blacktail Drive). In addition, for all land uses in Rifle, aspen trees would be permitted but would not count towards required tree numbers. The intent is to provide trees that at maturity create large, shaded canopies. The Planning and Zoning Commission recommended that Council approve this ordinance.

Councilor Miller moved to approve Ordinance No. 10, Series of 2011, on second reading as presented and to order it to be published in full as required by Charter; seconded by Councilor Rice.

Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert

CONSIDER APPOINTING STAFF MEMBER AS ALTERNATE REPRESENTATIVE TO SENIOR ADVISORY BOARD

Councilor Miller is the City of Rifle's Representative on the County Senior Advisory Board. The City has not designated an Alternate Representative, but it might be advisable to do so. Judy Martin, Manager, Garfield County Senior Programs, has advised staff that the alternate could be an elected official, a City staff member, or a member of the community. In accordance with Council's direction earlier this year, staff advertised for letters from community members interested in appointment to this position. No community members responded. Council's consensus was to appoint Mr. Hier as Alternate Representative to the Senior Advisory Board.

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: wastewater treatment plant discharge permit; code enforcement; street improvements; mid-year budget review; compressed natural gas City vehicles; Cacaloco operations; economic development analysis; and solid waste collection.

Ms. Cain informed Council about its August 10 workshop and September 2011 election matters.

Mr. Deussen thanked Operations and Maintenance Technicians Roger Cooper, Drew Taylor, and Mitch Walpole for their work in improving the turning radius from northbound Railroad Avenue to eastbound 16th Street.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Rice announced that the Rifle Bears football camp would begin next week.

Councilor Miller encouraged citizens to attend the Garfield County Fair this week and to purchase tickets for the Rotary Ball Drop fundraiser for the Raising a Reader program.

Meeting adjourned at 8:49 p.m.

Lisa H. Cain
City Clerk

Keith Lambert
Mayor



To: Honorable Mayor and Rifle City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Thursday, August 11, 2011
Subject: Liquor License Renewal Application – Loyal Order of Moose – Lodge #1345

Loyal Order of Moose – Lodge #1345 (“Moose Lodge”) has submitted an application to renew its Club Liquor License at 133 East 3rd Street. The application is complete, and the renewal application fees have been paid.

On October 30, 2010, the Colorado Liquor Enforcement Division (“Division”) conducted compliance checks of liquor-licensed premises in Rifle. The Moose Lodge has agreed with the Division that on that date, it sold an alcohol beverage to a 19-year-old purchaser, in violation of the State Liquor Code. As a result, the Division imposed a 35-day suspension of the Moose Lodge’s license served as follows: (1) 21 days held in abeyance for 1 year, pending no further violations; and (2) 14 days stayed upon payment of a fine of \$991.20 (20% of the Moose Lodge’s gross revenues for 5 days). Please see the attached Stipulation, Agreement, and Order.

City Council also has the authority to take action against the Moose Lodge for this Liquor Code violation. If Council wishes to do so, its next step would be to issue an order to show cause and set a hearing. Council’s other option is to approve the renewal application.

The City Clerk’s Office has no record of previous Liquor Code violations by the Moose Lodge. Based upon this, the City Clerk’s Office recommends that Council approve the renewal application. The City Clerk’s Office encourages Council, however, to seek input from the Police Chief with respect to this matter.

For Council’s information, a chart showing the status of actions with respect to the October 2010 compliance checks is attached.

STATE OF COLORADO

DEPARTMENT OF REVENUE
Liquor Enforcement Division

Business Location
1881 Pierce Street, Suite 108A
Lakewood, Colorado 80214
Phone (303) 205-2300
FAX (303) 205-2341

E-mail: LED@spike.dor.state.co.us

Website: www.colorado.gov/revenue/liquor



John Hickenlooper
Governor

Roxanne Huber
Executive Director

Laura K. Harris
Division Director

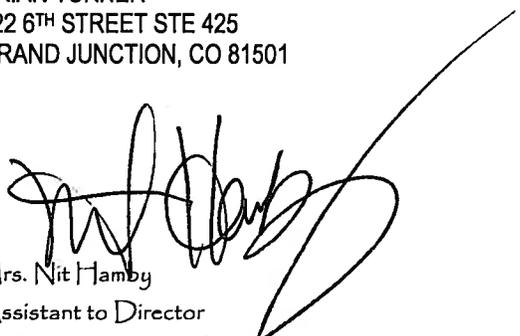
Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing STIPULATION, AGREEMENT, AND ORDER and duly placed in the United States mail postage prepaid, this 1st day of JULY, 2011 addressed as follows:

LOYAL ORDER OF MOOSE LODGE # 1345
D/B/A LOYAL ORDER OF MOOSE LODGE # 1345
133 E. THIRD STREET
RIFLE, CO 81650

CITY CLERK OFFICE OF RIFLE
BOX 1908
RIFLE, CO 81650

LIQUOR ENFORCEMENT DIVISION
BRIAN TURNER
222 6TH STREET STE 425
GRAND JUNCTION, CO 81501


Mrs. Nit Hamby
Assistant to Director
Colorado Liquor Enforcement Division
1881 Pierce Street, Suite 108A
Lakewood, Colorado 80214

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER

IN THE MATTER OF:

**LOYAL ORDER OF MOOSE LODGE #1345
D/B/A LOYAL ORDER OF MOOSE LODGE #1345
133 EAST THIRD STREET
RIFLE, COLORADO 81650**

LICENSE NO. 04-19552-0001

THIS AGREEMENT BETWEEN the State of Colorado, Liquor Enforcement Division ("Division") and Loyal Order of the Moose Lodge # 1345, d/b/a Loyal Order of the Moose Lodge #1345, 133 East Third Street, Rifle, Colorado 81650 ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause, Notice of Hearing, and Forfeiture Action attached hereto as Exhibit 1 (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. The Licensee agrees to a **thirty five (35)** day suspension of its **club liquor license** as a penalty for its violation of the Colorado Liquor Code as set forth in paragraph 1 of this stipulation and agreement. Said suspension of Licensee's **club liquor license** to take place as follows:
 - A. License to be actively suspended for **fourteen (14)** days from 12:01 a.m. on **June 14, 2011** until 11:59 p.m. on **June 27, 2011**.
 - B. During any period of active license suspension, Licensee will post its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - C. **Twenty one (21)** days of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
3. The Licensee has filed a written petition to the Division in accordance with 12-47-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The petition supports the following:

- A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
 - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect, can be determined with reasonable accuracy therefrom; and
 - C. That the Licensee has not had its license suspended or revoked, nor had any suspensions stayed by the payment of a fine, during the two (2) years immediately preceding the date of the complaint which has resulted in this stipulation and agreement.
4. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of fourteen days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of **October 2010** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$991.20**.
 5. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid to the Department of Revenue on or before **June 1, 2011**.
 6. Upon the payment of the fine as agreed upon in paragraph 5, Licensee's fourteen-day suspension as set forth in paragraph 2 of this stipulation and agreement shall be deemed automatically stayed.
 7. If the Licensee fails to make payment in a timely manner as detailed in paragraph 5 of this stipulation and agreement, the full fourteen-day suspension shall be served as detailed in paragraph 2.
 8. The alcohol beverages that were sold or used in the violation described in the Notice are hereby forfeited.

If at any subsequent hearing or stipulation in lieu of hearing, the state licensing authority should find that the Licensee, during the aforesaid one-year period, violated any provision of the Colorado Beer or Liquor Codes, including all regulations thereunder, then the state licensing authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance, pursuant to this agreement.

Stipulation, Agreement, and Order
Rifle Moose Lodge #1345
Grand Junction
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This Stipulation, Agreement, and Order shall not be effective unless and until approved by the state licensing authority.



Laura K. Harris
Director
Liquor Enforcement Division



David Keithley
Loyal Order Of The Moose Lodge #1345

5/27/11

Date

06/13/11

Date

APPROVED and ORDERED this 21 day of June 2011.



Roxy Hüber
Executive Director
Department of Revenue
State Licensing Authority

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

ORDER TO SHOW CAUSE, NOTICE OF HEARING, AND FORFEITURE ACTION

IN THE MATTER OF:

**LOYAL ORDER OF MOOSE LODGE #1345
D/B/A LOYAL ORDER OF MOOSE LODGE #1345
133 EAST THIRD STREET
RIFLE, COLORADO 81650**

LICENSE NO. 04-19552-0001

WHEREAS, it has been made to appear to the State Licensing Authority, Executive Director, Department of Revenue, State of Colorado, that Loyal Order of Moose Lodge #1345, d/b/a Loyal Order of Moose Lodge #1345, 133 East Third Street, Rifle, Colorado 81650 ("Licensee"), has violated the statutes or the regulations of the Department of Revenue governing its club liquor license in the following particulars:

- I. Pursuant to Section 12-47-901(1)(a.5)(I), C.R.S., except as provided in Section 18-13-122, C.R.S., it is unlawful for any person to sell, serve, give away, dispose of, exchange, or deliver or permit the sale, serving, giving, or procuring of any alcohol beverage to or for any person under the age of twenty-one years.
 - A. It is alleged that on October 30, 2010, the Licensee, through its employee Lee Hickman, permitted the selling, serving, giving, or procuring of an alcohol beverage (Bud Light brand malt liquor) to GJ-10-002, a nineteen-year-old Liquor Enforcement Division underage purchaser.
- II. Pursuant to Section 12-47-416, C.R.S., a club license shall be issued to persons selling malt, vinous, and spirituous liquors by the drink only to members of such club and guests and only for consumption on the premises of such club.
 - A. It is alleged that on October 30, 2010, the Licensee, through its employee Lee Hickman, permitted the sale of an alcohol beverage (Bud Light brand malt liquor) to GJ-10-002, a nineteen-year-old Liquor Enforcement Division underage purchaser, who was not a member of the Licensee or a member of a guest.
- III. Pursuant to Section 12-47-907, C.R.S., there shall be no property rights of any kind in any alcohol beverages, vessels, appliances, fixtures, bars, furniture, implements, wagons, automobiles, trucks, vehicles, contrivances, or any other things or devices used or kept for the purposes of violating any provisions of this article or article 46 of this title.

Order to Show Cause, Notice of Hearing, and Forfeiture Action
Loyal Order of Moose Lodge #1345
Page 2

- A. It is alleged that on October 30, 2010, the licensee used or kept on the licensed premises one (1) 12-oz. bottle of Bud Light brand malt liquor for the purpose of violating the provisions of article 47, as alleged in paragraph I of this notice.

NOW THEREFORE, you are hereby ordered to appear before me to show cause why your said license should not be suspended or revoked as provided by law.

A pre-hearing meeting with the Liquor Enforcement Division to discuss matters relating to this notice, including the setting of a mutually convenient hearing date, may be arranged upon your request. You should contact Investigations Supervisor, Brian Turner at 970-248-7133 within ten (10) days of the date of this notice to arrange such a conference. If you fail to contact the Division within ten (10) days, a hearing date will be set without further notice to you, and you will then be notified by letter of that hearing date.

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. Once a hearing date has been set, a postponement will not be granted except for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken in reference to the allegations, upon which evidence your license to operate under the terms of the Colorado Liquor or Beer code may be suspended or revoked.

Please be further advised that if the State Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the State Licensing Authority may consider, in selecting the sanction to be imposed against you, any mitigating or aggravating factors, any prior violations of the Colorado Liquor or Beer Code, as well as any sanctions previously imposed.

IT IS FURTHER ORDERED that a copy of this Order to Show Cause, Notice of Hearing, and Forfeiture Action shall be mailed or delivered to the above-named Licensee.

IN WITNESS WHEREOF, I have here unto set my hand and seal of my office this 4th day of April, 2011.



Roxy Huber
Executive Director
Department of Revenue
State Licensing Authority

| Name | Address | License Type | License Expiration | Status | Violation(s) | State Penalty |
|-----------------------------|--|------------------------|--------------------|---|----------------------------|---|
| El Pollo Dorado | moved from 119 W 3rd St to 131 E 26th St – no longer serving alcohol beverages | Hotel & Restaurant | 04/15/11 | Stipulation for suspension received from state 03/09/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days' active suspension |
| Mi Ranchito Mexican Seafood | 1530 Railroad Ave, Bldg C (no longer in operation) | Hotel & Restaurant | 06/18/11 | Order of revocation received from state 04/29/11 | Sale to underage purchaser | Licensee failed to appear at 04/14/11 state hearing; state revoked license |
| Moose Lodge #1345 | 133 E 3 rd St | Club | 09/24/11 | Stipulation for fine in lieu of suspension received from state 07/08/11 | Sale to underage purchaser | 35-day suspension: (1) 21 days held in abeyance for 1 year, pending no further violations; (2) 14 days stayed upon payment of \$991.20 fine (20% of gross revenues for 14 days) |
| Shale Country Liquors | 1250 Railroad Ave | Liquor Store | 12/26/11 | Stipulation for fine in lieu of suspension received from state 07/08/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days stayed upon payment of \$3,090.23 fine (20% of gross revenues for 5 days) |
| Kum and Go #922 | 120 E 26 th St | 3.2% Beer Off-Premises | 02/07/12 | Stipulation for fine in lieu of suspension received from state 07/08/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days stayed upon payment of \$200 fine (20% of gross revenues for 5 days) |
| Wing Nutz | 2178 Railroad Ave | Hotel & Restaurant | 04/11/12 | Stipulation for fine in lieu of suspension received from state 02/28/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days stayed upon payment of \$835.84 fine (20% of gross revenues for 5 days) |
| La Hacienda | 232 W 3 rd St | Hotel & Restaurant | 06/16/12 | Stipulation for fine in lieu of suspension received from state 07/08/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days stayed upon payment of \$200 fine (20% of gross revenues for 5 days) |
| El Kora Mexican Restaurant | 160 E 26 th St | Hotel & Restaurant | 06/20/12 | Applied for renewal 06/08/11; Council approved renewal | Sale to underage purchaser | |

| | | | | | | |
|---------------------------|-----------------|------------------------|----------|---|----------------------------|---|
| | | | | 06/15/11; state approved renewal 08/02/11 | | |
| Wal-Mart Superstore #5232 | 1000 Airport Rd | 3.2% Beer Off-Premises | 09/18/12 | Stipulation for fine in lieu of suspension received from state 07/16/11 | Sale to underage purchaser | 15-day suspension: (1) 10 days held in abeyance for 1 year, pending no further violations; (2) 5 days stayed upon payment of \$313.35 fine (20% of gross revenues for 5 days) |

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**



LOYAL ORDER OF MOOSE LODGE NO 1345
 LOYAL ORDER OF MOOSE LODGE NO 1345
 133 E 3RD ST
 RIFLE CO 81650-2317

| | |
|---|----------------------|
| License Number 04-19552-0001 | License Type 1990 |
| Liability Information 24 206 813410 A 092595 | |
| Business Location 133 E 3RD ST RIFLE CO | |
| Current License Expires SEP 24, 2011 | |
| DEPARTMENTAL USE ONLY | |
| Total Amount Due | |
| Total Paid \$ | Date |

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application. If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal end payment.

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 <i>David Keithley</i> | Date 08/03/2011 | Business Phone (970)625-5308 |
| Title <i>Administrator</i> | Sales Tax Number 04-19552-0001 | |

REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

| | |
|-------------------------------|--------|
| Local Licensing Authority for | Date |
| Signature | Title |
| | Attest |

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

21

| | | | |
|--|---|--|--|
| Business Name LOYAL ORDER OF MOOSE | LICENSE NUMBER (Use for all reference) 04-19552-0001 | | PERIOD 09-12 |
| TYPE OF LICENSE ISSUED CLUB LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS | CASH FUND 2320-100(999) \$ 50.00 | STATE FEE 1990-750(999) \$ 25.00 | CITY 85% OAP 2180-100(999) \$ 233.75 |

ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999)

| | |
|------------------|-----------|
| SUB-TOTAL | \$ 308.75 |
| TOTAL AMOUNT DUE | \$ _____ |

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

| | | |
|---|--|--|
| Trade Name of Establishment LOYAL ORDER OF MOOSE LODGE # 1345 | | State License Number 04-19552-0001 |
| 1. Operating Manager DAVID KEITHLEY SOCIAL MGR. | Home Address _____ | Date of Birth _____ |
| 2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <u>owned</u> // rented, expiration date of lease: _____ | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| 3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| 4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| 5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| 6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| 7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| 8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: <div style="text-align: center;">EVIDENCE OF LAWFUL PRESENCE</div> <p>Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.</p> <p>In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):</p> <p><input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States</p> <p>I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.</p> | | |
| Signature David Keithley / adm | Printed name DAVID KEITHLEY / ADM | Date 05/10/11 |



Date: August 10, 2011
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director
RE: PRAB appointment

Chris Coffelt is moving out of the area and has put in his resignation as a PRAB member. Michael Churchill is currently our alternate member and is interested in becoming a full member. If Council approves Michael becoming a full member, staff will advertise for an alternate.

Staff recommends appointing Michael Churchill to a full member of the Parks & Recreation Advisory board with the term expiring January 2012.





Date: August 10, 2011
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director
RE: Recreation Fee Schedule Resolution

Included in your packet is a resolution to amend the fee schedule for recreation programs. The last amendment was passed in December 2008. Only a few minor changes were made to the previous fee schedule, which include a revised price structure for our soccer programs due to changes with the state organization, and a \$5 increase for a season pass for our Sunlight Winter Sports Bus and a \$5 increase per quarter for our contracted Tae Kwon Do class. All other fees have remained the same.

Additionally, the fee structure for the Rifle Fitness Center is included in the resolution. Currently we have been charging \$45 per month or a \$5 drop-in rate. The new price structure includes a senior rate, a couples rate and a corporate rate. Additionally a \$5 per month discount is given if a patron decides to have a monthly credit card withdrawal for a full year. A \$60 cancellation fee will be assessed if they do not fulfill the term. If a patron pays the full amount up front for a yearly membership, they receive two free months as compared to paying a regular monthly membership.

The corporate rate will be available to any agency at a cost of \$2500. Once an agency pays the fee, the agency's employees will be able to take advantage of the corporate rate. The City is investigating using funds from the wellness budget to pay this fee and offer City employees and elected officials this rate.

A 20 punch pass will be offered for \$90. Fees for the fitness classes and personal trainers are also included. Members will receive a \$1 discount per class. Specialty classes are considered specialized classes such as yoga and pilates.

Staff recommends approval of the resolution amending the fee schedule for recreation programs.



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 11
SERIES OF 2011**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO, AMENDING THE FEE SCHEDULE FOR THE CITY'S PUBLIC PARKS AND RECREATION AREAS PURSUANT TO SECTION 11-6-70 OF THE RIFLE MUNICIPAL CODE.

WHEREAS, by Ordinance No. 43, Series of 2006, the Rifle City Council adopted a revised Section 11-6-70 of the Rifle Municipal Code ("RMC"), which states that the City may assess fees or user charges for the use of any public park or public recreation facility, the amount of which fees shall be as established by resolution of the City Council and may be amended from time to time by resolution; and

WHEREAS, accordingly, the City of Rifle Parks and Recreation Department wishes to amend the Fee Schedule to reflect the current costs of operating Parks and Recreation facilities and to set fees for new facilities; and

WHEREAS, the City Council has reviewed the proposed Parks and Recreation Fee Schedule attached hereto as Exhibit A and desires to adopt said Schedule pursuant to RMC Section 11-6-70 and order it posted at City Hall.

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 amended City of Rifle Recreation Fee Schedule attached hereto as Exhibit A and incorporated herein by this reference is hereby adopted by the City.
3. Pursuant to Section 11-6-70 of the Rifle Municipal Code, the City of Rifle Recreation Fee Schedule hereby adopted shall be posted at City Hall in the Parks and Recreation Department.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 17th day of August, 2011.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City of Rifle, Colorado
Resolution No. __, Series of 2011
Page 2 of 2

City Clerk

Exhibit A

Rifle Recreation Fee Schedule

Program Costs

| | |
|------------------------------|-------------|
| Archery (advanced) | \$ 25.00 |
| Archery (beginning) | \$ 20.00 |
| Baseball | \$ 50.00 |
| Basketball 3on3 Tourney | \$ 60.00 |
| Basketball Boys (3rd & 4th) | \$ 20.00 |
| Basketball Girls (3rd & 4th) | \$ 20.00 |
| Basketball Girls (4th-6th) | \$ 40.00 |
| Bicycle Repair Clinic | \$ 30.00 |
| Cheatin' Woodchuck | \$15 / \$20 |
| Cheerleading (10-14) | \$ 60.00 |
| Cheerleading (5-9) | \$ 45.00 |
| Craft Creations (4-6) | \$ 16.00 |
| Craft Creations (7-9) | \$ 18.00 |
| Cross Country Skiing | \$ 23.00 |
| Father's Day Craft | \$ 7.00 |
| Fly Fishing | \$ 25.00 |
| Golf | \$ 25.00 |
| Lil' Soccer (3) | \$12 / \$16 |
| Lil' Soccer (4-5) | \$14 / \$18 |
| Min T-Ball | \$ 7.00 |
| No School Video Tourney | \$ 21.00 |
| Pirate/Mermaid Party | \$ 6.00 |
| Roan Cliff Chaos | \$25 / \$35 |
| Santa's Workshop | \$ 8.00 |
| Skate/Bike Contests | \$ 5.00 |
| Ski Trip (Powderhorn) | \$ 6.00 |
| Ski Trip (Sunlight) | \$ 4.00 |
| Snow Shoeing | \$ 23.00 |
| Soccer (K-4th) | \$ 20.00 |
| Soccer (U10) | \$ 70.00 |
| Soccer (U12) | \$ 75.00 |
| Soccer (U14) | \$ 80.00 |
| Soccer (U18) | \$ 90.00 |
| Softball | \$ 50.00 |
| Sunlight Sports Bus | \$ 15.00 |
| Swim Lessons | \$ 30.00 |
| Tae Kwon Do | \$ 38.00 |
| T-Ball (Machine Pitch) | \$ 30.00 |
| T-Ball (pre) | \$ 15.00 |
| T-Ball (youth) | \$ 20.00 |
| Tiny Track | \$ 18.00 |
| Track | \$ 10.00 |
| Volleyball Adult | \$ 115.00 |
| Whitewater Rafting | \$33 / \$43 |
| Youth Basketball | \$ 18.00 |

Senior and Other Trips*

| | |
|------------------|---------|
| Glenwood Springs | \$ 4.00 |
| Grand Junction | \$ 6.00 |
| Meeker | \$ 7.00 |
| New Castle | \$ 3.00 |
| Rifle | \$ 1.00 |
| Silt | \$ 3.00 |

*Cost of transportation, add'l costs
i.e. ticket charged at cost

Pool Fees

| | |
|---------------------------|----------|
| Adult (16 & up) | \$ 6.00 |
| Adult (20 day pass) | \$ 90.00 |
| Adult Lap (20 day pass) | \$ 45.00 |
| Adult Lap Swim | \$ 3.00 |
| Batting Cages (15 min.) | \$ 2.00 |
| Child (15 & under) | \$ 5.00 |
| Child (20 day pass) | \$ 75.00 |
| Family Night | \$ 1.00 |
| Senior (60 & up) | \$ 2.50 |
| Waterslide | \$ 2.00 |
| Waterslide (20 day pass) | \$ 32.00 |
| Waterslide (family night) | \$ 1.00 |
| Water Aerobics | \$ 4.00 |
| Water Aerobics (20 pass) | \$ 60.00 |
| Parent Non-Swimmer | \$ 1.00 |

Exhibit A

Rifle Fitness Center Fee Schedule

| | Monthly | Full year monthly withdrawal* | Full year |
|-------------|----------|-------------------------------------|-----------|
| Ages 15-64 | \$ 45.00 | \$ 40.00 | \$ 450.00 |
| Ages 65+ | \$ 35.00 | \$ 3.00 | \$ 300.00 |
| Couple | \$ 80.00 | \$ 75.00 | \$ 800.00 |
| Corporate** | \$ 40.00 | \$ 35.00 | \$ 375.00 |

* Monthly withdrawal with credit card. \$60 cancellation fee.

** Agency must pay a \$2500 fee for employees to receive rate.

| | |
|---------------|----------|
| Daily Drop-in | \$ 5.00 |
| 20 Punch Pass | \$ 90.00 |

| | |
|----------------------------------|---------|
| Child Watch (per child/per hour) | \$ 3.00 |
|----------------------------------|---------|

| | Non-member or drop-in | Members |
|-------------------------|--------------------------|---------|
| General Fitness Classes | \$ 5.00 | \$ 4.00 |
| Specialty Classes | \$ 7.00 | \$ 6.00 |

| | |
|--------------------|--------------------|
| Personal Trainings | \$20-\$35 per hour |
|--------------------|--------------------|

RIFLE RECREATION AND FITNESS CENTER PROJECT

EXCLUSIVE RIGHT TO NEGOTIATE AND MEMORANDUM OF UNDERSTANDING

METRO PARK

This Exclusive Right to Negotiate and Memorandum of Understanding (“MOU”) is made and entered into as of the 1st day of August, 2011 by and between the RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION, a Colorado not-for-profit corporation (the “RREDC”) and the CITY OF RIFLE, COLORADO, a municipal corporation organized and existing under the laws of the State of Colorado (the “City”).

Recitals:

A. The City and RREDC have been in negotiations regarding the construction of a Rifle Recreation and Fitness Center as described on Exhibit A (the “Rifle Recreation and Fitness Center” or the “Project”) at an appropriate location in the City.

B. The City is the owner certain property developed and operated as “Metro Park” located at 1718 Railroad Avenue, Rifle, Colorado. The RREDC has identified the redevelopment of Metro Park as the best location for the Rifle Recreation and Fitness Center. Metro Park shall hereinafter be referred to as the “Property.”

C. The City, to support the construction of the Rifle Recreation and Fitness Center, is willing to consider allowing the RREDC to redevelop the Property (hereinafter the “Project”) pursuant to the terms to be negotiated in a future development agreement between the parties (hereinafter “Development Agreement”).

D. The City and the RREDC desire to enter into this MOU to (i) evidence the City’s agreement to exclusively negotiate with the RREDC with respect to the Property; and (ii) to set forth the basis on which the City and the RREDC will work toward finalizing a definitive agreement relating to the construction of the Rifle Recreation and Fitness Center, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and obligations of the parties set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

1. Exclusive Right to Negotiate. The City and RREDC agree to negotiate in good faith the terms of a development agreement (“Development Agreement”) pertaining to the Property and the construction of the Rifle Recreation and Fitness Center for a period of three (3) years following the mutual execution of this Agreement (the “Exclusivity Period”). During the Exclusivity Period, the City agrees that it will not solicit or entertain

Rifle Recreation and Fitness Center Project MOU
Metro Park

any offers for the redevelopment of the Property or engage in any discussions with any other person with respect thereto.

It is acknowledged and understood that the Development Agreement must be approved by the Rifle City Council and that the outline of terms set forth herein are discussion points and actions that the City staff is willing to pursue with the RREDC in the negotiation of the Development Agreement for the Project.

2. **Rifle Regional Economic Development Corporation Obligations.** The RREDC agrees to:

- a) Make available the RREDC members, consultants, documents, plans, and other materials regarding the Rifle Recreation and Fitness Center to the City as necessary to establish and maintain a solid, public/private partnership for the construction of Project.
- b) Commit that the Rifle Recreation and Fitness Center shall be a mixed use facility with an emphasis placed on sports, recreation, and health and wellness activities for the public as well as possess programming similar to that represented on Exhibit A.
- c) Prepare a building program, site and building plans, construction cost estimates, and operating cost estimates for the Rifle Recreation and Fitness Center (the "Concept Plan").
- d) Obtain letters of intent from key project partners/tenants.
- e) Identify the specific public improvements necessary to support the Project.
- f) Identify project parking requirements and work with the City to develop a parking strategy that may include initial, medium-term, and long term solutions to parking for the Rifle Recreation and Fitness Center.
- g) Conduct a vigorous fundraising campaign including the pursuit of donations from private individuals, corporations and foundations.
- h) Work with the City to craft an overall funding strategy for the Project and related public improvements including: the identification and pursuit of grants and low interest loans from local, state and federal government agencies, and; other viable and appropriate funding sources.
- i) Provide the City with project status reports upon request, but at least quarterly and upon reaching significant milestones.

3. **City of Rifle Obligations.** The City agrees to:

Rifle Recreation and Fitness Center Project MOU
Metro Park

- a) Work with the RREDC, as time permits, during the duration of the Project for the purpose of maintaining a solid, public/private partnership for the construction of Project.
- b) Make available to RREDC all plans and documents knowingly in the City's possession related to the Property.
- c) Inform the RREDC regarding the status of other redevelopment projects occurring near and adjacent to the Property as those negotiations permit. The City will inform the RREDC of any policy or land use changes that could occur that could conflict with the Project.
- d) Work with RREDC to evaluate parking strategies proposed to accommodate initial, medium-term, and long term solutions to parking for the Project.
- e) Evaluate cost estimates for the public improvements identified by RREDC.

4. Timing Commitments/Performance Benchmarks. The schedule for negotiation of the Development Agreement and other activities contemplated herein is as follows:

- Prepare Concept Plan for City's review and approval: Nov. 15, 2011
- Completion of fundraising feasibility study: March 15, 2012
- Completion of public campaign: September 2013
- Commencement of Construction of the Project: Spring 2014

In the event any of these dates pass without completion of the stated task, this MOU shall terminate and the parties shall no longer be obligated by its terms. With the uncertain market conditions at the time of this Agreement and other unknown external variables, the schedule set forth above may require extensions to be analyzed and negotiated by the parties at a future date

5. Purpose of MOU. The purpose of this MOU is only to set out the basic terms and conditions currently contemplated by the parties, and, except with respect to the City's obligation to negotiate exclusively with the RREDC with respect to the Property, it is not intended to be a binding agreement upon the City or the RREDC. No party may claim any legal rights against the other by reason of any actions taken in reliance upon this MOU, including, without limitation, any partial performance of the transactions contemplated herein. In no event shall this instrument impose an obligation on either party to consummate the Development Agreement referred to herein, but shall only detail the parties present intentions regarding the basic terms of an agreement should the parties agree to consummate the transactions contemplated herein.

Rifle Recreation and Fitness Center Project MOU
Metro Park

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

CITY OF RIFLE, COLORADO

RIFLE REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Honorable Keith Lambert
Its: Mayor

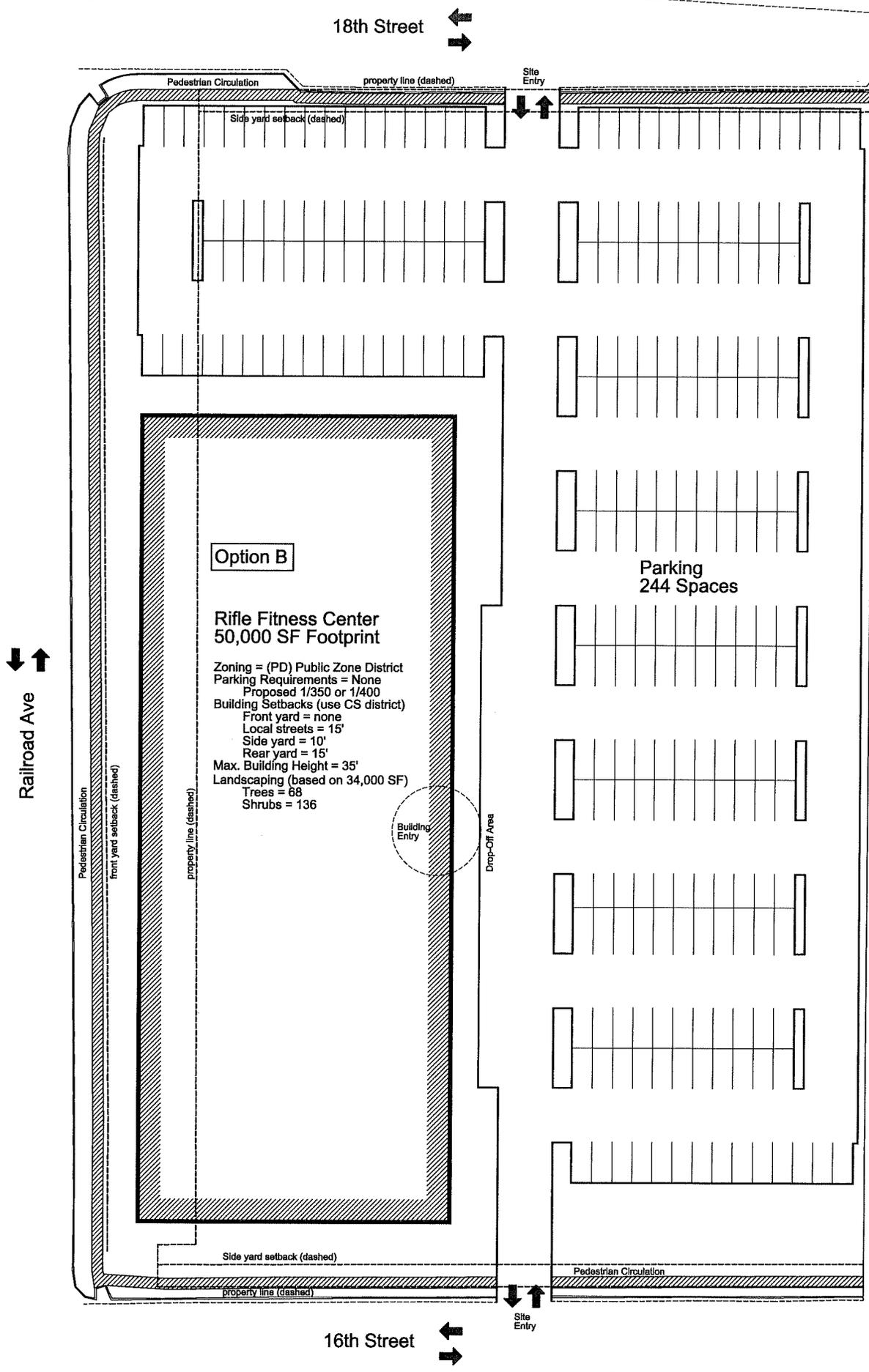
By: _____
Its: _____

EXHIBIT A

Health + Wellness Center
Preliminary Space Program
4/12/2011

| SPACE | BREAKDOWN (4-12-11) | Main Floor | Second Level | Third Level | Basement |
|----------------------------------|----------------------------|-------------------|---------------------|--------------------|-----------------|
| Administrative | | | | | |
| Director | 225 | | | 225 | |
| Asst. Director | 200 | | | 200 | |
| Coordinator 1 | 150 | | | 150 | |
| Coordinator 2 | 150 | | | 150 | |
| Coordinator 3 | 150 | | | 150 | |
| Summer Staff 1 | 100 | | | 100 | |
| Summer Staff 2 | 100 | | | 100 | |
| Summer Staff 3 | 100 | | | 100 | |
| Storage | 100 | | | 100 | |
| Conference | 300 | | | 300 | |
| Future Office | 150 | | | 150 | |
| Future Office | 150 | | | 150 | |
| Lobby | | | | | |
| Front Desk | 225 | 225 | | | |
| Waiting/Circulation | 1500 | 1500 | | | |
| Lounge | 800 | 800 | | | |
| Men's Locker/Restroom | | | | | |
| | 750 | 750 | | | |
| Women's Locker/Restroom | | | | | |
| | 750 | 750 | | | |
| Family Changing Rooms | | | | | |
| Private Rooms (5) | 430 | 430 | | | |
| Child Watch | | | | | |
| Open Space | 750 | 750 | | | |
| Storage | 25 | 25 | | | |
| Restroom | 40 | 40 | | | |
| Game Room | | | | | |
| | 650 | 650 | | | |
| Gymnasium | | | | | |
| Gym Floor Space | 11000 | 11000 | | | |
| Storage | 700 | 700 | | | |
| Leisure Pool | | | | | |
| Staff Office | 300 | 300 | | | |
| Staff Lockers | 80 | 80 | | | |
| Staff Restroom | 60 | 60 | | | |
| Competition Pool | | | | | |
| Storage | 130 | 130 | | | |
| Weight/Fitness/Cardio | | | | | |
| Open Floor Space | 4500 | | 4500 | | |
| Office area | 250 | | 250 | | |
| Fitness/Yoga Studio/Dance | | | | | |
| Studio | 800 | | | 800 | |
| Studio | 800 | | | 800 | |
| Studio | 1200 | | | 1200 | |
| Shared Storage | 150 | | | 150 | |
| Elevated Track | | | | | |
| | 6000 | | 6000 | | |
| Climbing Wall | | | | | |
| | 450 | 450 | | | |
| Indoor Playground | | | | | |
| | 900 | 900 | | | |
| Raquetball | | | | | |
| Court 1 | 800 | 800 | | | |
| Court 2 | 800 | 800 | | | |

| | | | | | |
|-------------------------------|--------------|--------------|--------------|-------------|--------------|
| Kitchen | | | | | |
| Demonstration Kitchen | 900 | | 900 | | |
| Storage/Dishwasher | 350 | | 350 | | |
| Staff Office | 120 | | 120 | | |
| Snack Bar/Concessions | | | | | |
| Serving | 200 | | 200 | | |
| Storage | 50 | | 50 | | |
| Multi Purpose Rooms | | | | | |
| Room 1 | 700 | | | 700 | |
| Room 2 | 700 | | | 700 | |
| Room 3 | 1100 | | | 1100 | |
| Kitchenette/Break Area | 350 | | | 350 | |
| Party Rooms | | | | | |
| Room #1 | 400 | 400 | | | |
| Room #2 | 400 | 400 | | | |
| General Storage | 4000 | | | | 4000 |
| Men's Restroom | 300 | | | 300 | |
| Women's Restroom | 300 | | | 300 | |
| Gymnastics | | | | | |
| Gymnastics | 6000 | 6000 | | | |
| Office | 120 | 120 | | | |
| Storage | 300 | 300 | | | |
| Mechanical/Electrical | 5500 | | | | 5500 |
| SUBTOTAL | 72505 | 42360 | 12970 | 7675 | 9500 |
| Circ/Unuseable Efficiency | 20% | 20% | 20% | 20% | 20% |
| TOTAL | 87006 | 50832 | 15564 | 9210 | 11400 |



18th Street



Pedestrian Circulation

property line (dashed)

Site Entry

Side yard setback (dashed)

Option B

Rifle Fitness Center
50,000 SF Footprint

Zoning = (PD) Public Zone District
 Parking Requirements = None
 Proposed 1/350 or 1/400
 Building Setbacks (use CS district)
 Front yard = none
 Local streets = 15'
 Side yard = 10'
 Rear yard = 15'
 Max. Building Height = 35'
 Landscaping (based on 34,000 SF)
 Trees = 68
 Shrubs = 136

Building Entry

Drop-Off Area

Parking
244 Spaces

Railroad Ave



Pedestrian Circulation

front yard setback (dashed)

property line (dashed)

Side yard setback (dashed)

property line (dashed)

Pedestrian Circulation

Site Entry

16th Street





To: Honorable Mayor and Rifle City Council; John Hier, City Manager

From: Lisa Cain, City Clerk

Date: Friday, August 12, 2011

Subject: Appointment of Election Judges

This memo is to request the appointment of the following people as election judges for the regular municipal election to be held on Tuesday, September 13: Mary Elder, Marjorie Alessandri, and Marilyn Shideler.

Their compensation will be \$75 for each day spent counting the ballots prior to September 13 and \$100 each plus meals on Election Day. Their tasks will be to verify, open, validate, and count the ballots for the mail ballot election.

Please also appoint Kristy Christensen, Deputy City Clerk, as a backup judge in the event an additional judge is needed.

Other election highlights:

- Candidate reports of contributions and expenditures are due on August 23, September 9, and October 13. Even if a candidate does not have any contributions or expenditures, a form must still be completed and submitted.
- Ballots will be mailed out the week of August 22.

Please do not hesitate to contact me at 665-6405 with any questions you may have. Thank you.



Memorandum

August 10, 2011

Rifle City Council
202 Railroad Ave.
Rifle, CO 81650

RE: RACC Hiking & Biking Brochure

Dear Council,

The Visitor Improvement Fund Board voted unanimously to approve the expenditure of \$ 1,386.32 for 10,000 more hiking and biking brochures to be published and distributed throughout the Rifle area. They have been very popular and the initial 5,000 brochures have run out.

Thank you for your consideration and approval of the expense.

Sincerely,

Helen Rogers
For the
Visitor Improvement Fund Board



Memorandum

August 10, 2011

Rifle City Council
202 Railroad Ave.
Rifle, CO 81650

RE: Heritage Brochure Rack Systems

Dear Council,

The Visitor Improvement Fund Board voted unanimously to approve the expenditure of \$180 for three rack systems to hold brochures for the Northwest Colorado Cultural Heritage Tourism Brochures.

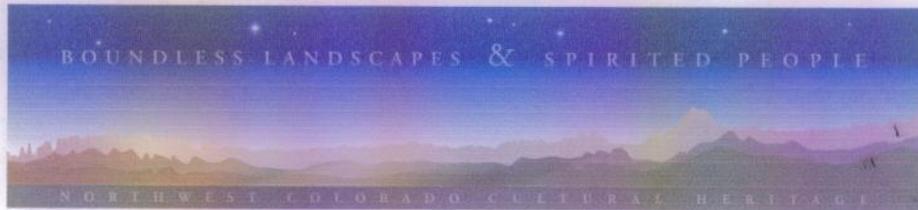
This is a program funded by many sources and will include a brochure on Rifle, maps of Northwest Colorado and Gateway Signage leading to historic and cultural sites as well as the eventual development of an Energy Trail throughout Northwest Colorado.

They will be located in the Rifle Library, Parachute Library and the Rifle Museum.

Thank you for your consideration and approval of the expense.

Sincerely,

Helen Rogers
For the
Visitor Improvement Board



July 6, 2011

Community Agriculture Alliance

PO Box 4134
1694 Thirteenth Street, Suite 201
 Steamboat Springs, Colorado 80477
 (970) 879-4370
www.communityagalliance.org

TO: Rifle Visitor Improvement Fund
 110 E. Third Street, Ste 212
 Rifle, CO 81650
 Attention: Helen Rogers

FROM: Community Agriculture Alliance for NWCCHT
 PO Box 774134
 Steamboat Springs, CO 80477

84-1506246

| Date | Payee | Description | Total Due |
|--------|--------------------------|---|-----------|
| 7-6-11 | Tracks and Trails Museum | (3) NW Colorado Cultural Heritage Tourism Rack Card Display Holder @ \$60.00 each <i>Please make Check Payable to:</i> NWCCHT (NW Colorado Cultural Heritage Tourism) | \$180.00 |
| | | | |

PLEASE SEND CHECKS TO
Community Agriculture Alliance
Attn: Nancy Kramer
PO Box 774134
Steamboat Springs, CO 80477

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 |
|----------------------------------|----------------|-----------------------------|--------------|--------------------|-------------|-----------|
| 1003 | | | | | | |
| Action Shop Services, Inc | | | | | | |
| | RI31465 | STIHL BACKPACK BLOWER\ | 08/03/2011 | 68.20 | .00 | |
| | SI61344 | ENGINE OIL | 08/01/2011 | 53.13 | .00 | |
| | SI61406 | BRUSH KNIFE | 08/03/2011 | 34.99 | .00 | |
| | SI61411 | BOLT COVER | 08/03/2011 | 53.73 | .00 | |
| | SI61425 | POLY CUT 20 HEAD STIHL BLIS | 08/03/2011 | 50.97 | .00 | |
| | SI61432 | BOLT COVER | 08/03/2011 | 44.25 | .00 | |
| | SI61434 | ENGINE OIL | 08/04/2011 | 80.79 | .00 | |
| | SI61516 | BRUSH KNIFE | 08/08/2011 | 34.99 | .00 | |
| Total 1003: | | | | 421.05 | .00 | |
| 1009 | | | | | | |
| B & B Plumbing, Inc | | | | | | |
| | 33972 | REPLACED BALL VALVE POOL | 04/26/2011 | 480.25 | .00 | |
| | 34458 | REPAIR LOOSE NUT POOL | 07/12/2011 | 303.25 | .00 | |
| | 34478 | REPAIR CARTRIDGE | 07/26/2011 | 193.00 | .00 | |
| | 34515 | REPAIR DISPOSER | 07/27/2011 | 95.00 | .00 | |
| | 34517 | REPAIR SEWER LINE POOL | 07/27/2011 | 292.45 | .00 | |
| | 34552 | RIFLE POOL SPLASH POOL BOI | 08/04/2011 | 1,769.75 | .00 | |
| | 34575 | ROTO ROOTED SEWER LINE | 08/05/2011 | 140.00 | .00 | |
| Total 1009: | | | | 3,273.70 | .00 | |
| 1018 | | | | | | |
| Valley Lumber | | | | | | |
| | 55139 | BLADE RECIP | 06/02/2011 | 24.98 | .00 | |
| | 55158 | CONCRETE MIX | 06/02/2011 | 14.97 | .00 | |
| | 55341 | TUBING | 06/07/2011 | 15.77 | .00 | |
| | 55350 | WAFER SELF DRILL | 06/07/2011 | 45.38 | .00 | |
| | 55391 | CONSTRUCTION FIR | 06/08/2011 | 48.86 | .00 | |
| | 55450 | CORNER BEAD | 06/09/2011 | 54.98 | .00 | |
| | 55498 | FIRECODE SHEETROCK | 06/10/2011 | 11.01 | .00 | |
| | 55535 | FIRECODE SHEETROCK | 06/10/2011 | 3.99 | .00 | |
| | 55581 | FLUTED MASONRY NAIL | 06/13/2011 | 16.49 | .00 | |
| | 55650 | 5GAL SHEETROCK MUD | 06/14/2011 | 13.99 | .00 | |
| | 56726 | COUPLINGS | 07/13/2011 | 7.24 | .00 | |
| | 57048 | CLR VINYL TUBING | 07/23/2011 | 2.10 | .00 | |
| | 57073 | HARDBOARD | 07/25/2011 | 11.99 | .00 | |
| | 57134 | BOLT CUTTER | 07/26/2011 | 31.99 | .00 | |
| | 57136 | CARPENTER PENCIL | 07/26/2011 | 6.03 | .00 | |
| | 57141 | SANDING SCREEN | 07/26/2011 | 26.47 | .00 | |
| | 57255 | 5 STEEL T-POST | 07/29/2011 | 314.50 | .00 | |
| | 57309 | MACHINE BOLT | 08/01/2011 | 3.27 | .00 | |
| | 57314 | BULB KRYPTN MAG 3 CELL | 08/01/2011 | 3.49 | .00 | |
| | 57327 | SCAPPER WALL PLASTICE ACE | 08/01/2011 | 89.30 | .00 | |
| | 57363 | NIPPLE 2X5 GALV | 08/02/2011 | 41.74 | .00 | |
| | 57421 | FLOAT MAGNESIUM | 08/03/2011 | 48.98 | .00 | |
| | 57444 | CDX PLY | 08/04/2011 | 97.03 | .00 | |
| | 57569 | SPORTSMAN HEADLIGHT | 08/08/2011 | 33.04 | .00 | |
| | 57602 | CONCRETE MIX | 08/09/2011 | 20.76 | .00 | |
| | 57610 | CONCRETE MIX | 08/09/2011 | 25.95 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|----------------|-------------------------|--------------|--------------------|-------------|-----------|
| Total 1018: | | | | 1,014.30 | .00 | |
| 1022 | | | | | | |
| Central Distributing Co | | | | | | |
| | 877040 | Supplies | 07/07/2011 | 360.79 | .00 | |
| | 877681 | Supplies | 07/13/2011 | 202.18 | .00 | |
| | 877685 | Supplies | 07/13/2011 | 244.99 | .00 | |
| | 878013 | Supplies | 07/14/2011 | 168.65 | .00 | |
| | 878503 | Supplies | 07/20/2011 | 82.49 | .00 | |
| | 878849 | Supplies | 07/21/2011 | 43.59 | .00 | |
| | 878850 | Supplies | 07/21/2011 | 89.22 | .00 | |
| | 879089 | Supplies | 07/25/2011 | 279.32 | .00 | |
| | 879090 | Supplies | 07/25/2011 | 42.74 | .00 | |
| | 879295 | Supplies | 07/27/2011 | 69.52 | .00 | |
| | 879301 | Supplies | 07/27/2011 | 258.42 | .00 | |
| | 879314 | Supplies | 07/27/2011 | 29.95 | .00 | |
| | 879626 | Supplies | 07/28/2011 | 3,693.06 | .00 | |
| | 880008 | Supplies | 08/03/2011 | 155.75 | .00 | |
| Total 1022: | | | | 5,720.67 | .00 | |
| 1055 | | | | | | |
| Columbine Ford, Inc | | | | | | |
| | 107459 | FILTER ASY | 07/26/2011 | 12.30 | .00 | |
| | 107460 | FILTER | 07/26/2011 | 6.15 | .00 | |
| Total 1055: | | | | 18.45 | .00 | |
| 1059 | | | | | | |
| Consolidated Electrical Distr | | | | | | |
| | 4983-517458 | 45D PVC ELL BELLED | 07/14/2011 | 9.72 | .00 | |
| | 4983-517587 | 6AWG ALUM SPLIT | 07/19/2011 | 75.97 | .00 | |
| Total 1059: | | | | 85.69 | .00 | |
| 1060 | | | | | | |
| Copeland Concrete, Inc | | | | | | |
| | 30701 | MANHOLE COLLAR | 07/13/2011 | 301.00 | .00 | |
| | 30731 | CONCRETE WHEEL STOPS | 07/29/2011 | 495.00 | .00 | |
| Total 1060: | | | | 796.00 | .00 | |
| 1065 | | | | | | |
| Dodson Engineered Products Inc | | | | | | |
| | 150496 | 7 BURY 5-1/4 6 MJ | 07/25/2011 | 7,241.58 | .00 | |
| | 150519 | 4X36 LONG SWEEP CONDUIT | 07/26/2011 | 178.50 | .00 | |
| | 150543 | 6X20 CL200 DR14 C900 | 07/26/2011 | 209.39 | .00 | |
| | 150872 | 2 COMP MIP ADAPT | 08/04/2011 | 899.73 | .00 | |
| | 150908 | 6 PVC S/D 45 ELL | 08/05/2011 | 13.62 | .00 | |
| | 150950 | 2 MIP COMP BALL | 08/08/2011 | 308.00 | .00 | |
| Total 1065: | | | | 8,850.82 | .00 | |
| 1076 | | | | | | |
| Garfield County Treasurer | | | | | | |
| | 073111 | Landfill | 07/31/2011 | 15,691.60 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|-----------|
| Total 1076: | | | | 15,691.60 | .00 | |
| 1100 | | | | | | |
| Karp, Neu, Hanlon P.c. | | | | | | |
| | 073111 | PARKS RECREATION | 07/31/2011 | 18,181.21 | .00 | |
| Total 1100: | | | | 18,181.21 | .00 | |
| 1105 | | | | | | |
| Meadow Gold Dairies | | | | | | |
| | 50206799 | DAIRY PRODUCTS | 07/08/2011 | 191.92 | .00 | |
| | 50206823 | DAIRY PRODUCTS | 07/12/2011 | 108.84 | .00 | |
| | 50206854 | DAIRY PRODUCTS | 07/15/2011 | 271.92 | .00 | |
| | 50206876 | DAIRY PRODUCTS | 07/19/2011 | 122.28 | .00 | |
| | 50206933 | DAIRY PRODUCTS | 07/26/2011 | 607.88 | .00 | |
| | 50206938 | DAIRY PRODUCTS/SENIOR CT | 07/28/2011 | 75.20 | .00 | |
| | 50206962 | DAIRY PRODUCTS | 07/29/2011 | 194.56 | .00 | |
| | 50206987 | DAIRY PRODUCTS/SENIOR CT | 08/04/2011 | 109.12 | .00 | |
| | 50207016 | DAIRY PRODUCTS | 08/05/2011 | 232.28 | .00 | |
| Total 1105: | | | | 1,914.00 | .00 | |
| 1106 | | | | | | |
| Micro Plastics Inc | | | | | | |
| | 86560 | CORPLAST SIGN WHITE | 06/06/2011 | 41.95 | .00 | |
| | 87234 | ILLUMINATED SIGN FOR GYM | 07/21/2011 | 2,350.00 | .00 | |
| | 87293 | AWARDS | 07/26/2011 | 500.84 | .00 | |
| | 87337 | VINYL SIGN | 07/28/2011 | 135.00 | .00 | |
| | 87368 | MEDALS | 08/01/2011 | 135.00 | .00 | |
| Total 1106: | | | | 3,162.79 | .00 | |
| 1108 | | | | | | |
| Mountain Clear Bottled Water | | | | | | |
| | 20110630 6887 | BOTTLED WATER | 06/30/2011 | 146.25 | .00 | |
| | 20110731 | BOTTLED WATER | 07/31/2011 | 141.60 | .00 | |
| | 20110731 0731 | BOTTLED WATER | 07/31/2011 | 189.95 | .00 | |
| Total 1108: | | | | 477.80 | .00 | |
| 1110 | | | | | | |
| Napa Auto Parts | | | | | | |
| | 178456 | DASHMAT 93 RANGER | 07/15/2011 | 48.25 | .00 | |
| | 179796 | ROTARY TOOL KIT | 07/22/2011 | 43.99 | .00 | |
| | 180288 | 3M TM HEADLIGH LENS | 07/25/2011 | 38.97 | .00 | |
| | 180402 | HEADLIGHT BULB | 07/26/2011 | 22.58 | .00 | |
| | 180732 | WRENCH | 07/27/2011 | 65.88 | .00 | |
| | 180773 | BEARINGS | 07/27/2011 | 24.09 | .00 | |
| | 180774 | BEARINGS | 07/27/2011 | 24.09 | .00 | |
| | 180854 | WRENCH | 07/28/2011 | 108.85 | .00 | |
| | 180982 | FM JIC FITTING | 07/28/2011 | 154.03 | .00 | |
| | 181003 | LITERBAGS | 07/28/2011 | 24.09 | .00 | |
| | 181057 | SPARK PLUGS | 07/29/2011 | 14.70 | .00 | |
| | 181631 | RADIATOR | 08/01/2011 | 149.00 | .00 | |
| | 181635 | HOS CLMP | 08/01/2011 | 41.94 | .00 | |
| | 181640 | HOS CLMP | 08/01/2011 | 23.52 | .00 | |
| | 181804 | HOS CLMP | 08/02/2011 | 23.52 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|----------------|---------------------------|--------------|--------------------|-------------|------------|
| | 182110 | REFLECTOR | 08/03/2011 | 24.36 | .00 | |
| | 182220 | HOSE | 08/04/2011 | 134.48 | .00 | |
| Total 1110: | | | | 919.30 | .00 | |
| 1111 | | | | | | |
| Neve's Uniforms, Inc | | | | | | |
| | LN-246874 | UNIFORM /PD | 07/18/2011 | 26.74 | .00 | |
| | NE8570 | UNIFORM /PD | 07/19/2011 | 61.94 | .00 | |
| | NE8650 | UNIFORM /PD | 07/28/2011 | 108.89 | .00 | |
| Total 1111: | | | | 197.57 | .00 | |
| 1118 | | | | | | |
| Parts House | | | | | | |
| | 5613-11304 | CLR/MKR LAMP | 07/13/2011 | 11.48 | .00 | |
| | 5613-11306 | CLR/MKR LAMP | 07/13/2011 | 9.99 | .00 | |
| | 5613-11594 | SAE 5W-30 55 GAL | 07/25/2011 | 627.00 | .00 | |
| | 5613-11725 | WHEEL WEIGHTS | 07/29/2011 | 23.98 | .00 | |
| Total 1118: | | | | 672.45 | .00 | |
| 1120 | | | | | | |
| Xcel Energy Inc | | | | | | |
| | 289656611 | AREA LIGHTS | 07/19/2011 | 29,716.25 | 29,716.25 | 07/29/2011 |
| Total 1120: | | | | 29,716.25 | 29,716.25 | |
| 1138 | | | | | | |
| Schmueser/Gordon/Meyer, Inc | | | | | | |
| | 99055A-161 | PHASE 474 | 07/25/2011 | 18,552.50 | .00 | |
| | 99055F-3-1 | RIFLE RRWF DIGESTOR PLATF | 07/25/2011 | 77.50 | .00 | |
| | 99055G-1-10 0 | WWTF METALS EVAULATION | 07/22/2011 | 7,231.94 | .00 | |
| | 99055G1-9 063 | WWTF METALS EVAULATION | 06/30/2011 | 13,230.03 | .00 | |
| | 99055K-6 | WW TREATMENT PLANT OPER | 07/25/2011 | 620.00 | .00 | |
| | 99055N-7 | RIFLE WATER CONSERVATION | 07/25/2011 | 1,635.00 | .00 | |
| Total 1138: | | | | 41,346.97 | .00 | |
| 1143 | | | | | | |
| Swallow Oil Company | | | | | | |
| | 071511 | cw | 07/15/2011 | 5,943.74 | .00 | |
| Total 1143: | | | | 5,943.74 | .00 | |
| 1145 | | | | | | |
| Thatcher Company | | | | | | |
| | 1261585 | Alum/Aluminum Sulfate | 07/16/2011 | 5,040.28 | .00 | |
| Total 1145: | | | | 5,040.28 | .00 | |
| 1181 | | | | | | |
| Garfield Steel & Machine, Inc | | | | | | |
| | 00077556 | 80 NITROGEN FULL | 07/28/2011 | 19.42 | .00 | |
| Total 1181: | | | | 19.42 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|--------------------------|--------------|--------------------|-------------|-----------|
| 1188 | | | | | | |
| Jean's Printing | | | | | | |
| | 111967 | printing | 07/07/2011 | 105.28 | .00 | |
| | 111974 | printing | 07/08/2011 | 387.15 | .00 | |
| | 112032 | printing | 07/13/2011 | 105.28 | .00 | |
| | 112233 | printing | 08/01/2011 | 137.25 | .00 | |
| Total 1188: | | | | 734.96 | .00 | |
| 1249 | | | | | | |
| Berthod Motors Inc | | | | | | |
| | 152879 | WHEEL CY | 07/30/2011 | 128.54 | .00 | |
| | 152880 | ISOLATOR | 07/30/2011 | 26.40 | .00 | |
| | 152882 | AT194969 KEY | 07/30/2011 | 22.52 | .00 | |
| | 152897 | BUMPER | 08/01/2011 | 9.10 | .00 | |
| Total 1249: | | | | 186.56 | .00 | |
| 1252 | | | | | | |
| Elmer Glass Company/rifle Inc | | | | | | |
| | IO13930 | STOREFRONT WINDOWS | 07/27/2011 | 1,520.00 | .00 | |
| Total 1252: | | | | 1,520.00 | .00 | |
| 1258 | | | | | | |
| Hach Company | | | | | | |
| | 7328570 | CHLORINE | 07/12/2011 | 1,469.65 | .00 | |
| | 7334511 | DPD FREE CHLORINE | 07/15/2011 | 94.55 | .00 | |
| Total 1258: | | | | 1,564.20 | .00 | |
| 1339 | | | | | | |
| Grand Junction Pipe & Supply | | | | | | |
| | C2347669 | METER PIT PLASTIC | 07/14/2011 | 1,474.95 | .00 | |
| | C2348607 | DEETER GRATE ONLY | 07/25/2011 | 287.00 | .00 | |
| | C2349711 | PURE-CORE | 08/04/2011 | 329.04 | .00 | |
| Total 1339: | | | | 2,090.99 | .00 | |
| 1460 | | | | | | |
| Western Colorado Electrical | | | | | | |
| | 4668 | BEAVER CREEK WATER PLANT | 07/30/2011 | 318.00 | .00 | |
| Total 1460: | | | | 318.00 | .00 | |
| 1563 | | | | | | |
| Quill Corporation | | | | | | |
| | 5572603 | QB COPY PAPER | 07/20/2011 | 30.30 | .00 | |
| Total 1563: | | | | 30.30 | .00 | |
| 1692 | | | | | | |
| A-1 Traffic Control | | | | | | |
| | 27459 | DRUMS WITH LIGHTS | 07/21/2011 | 128.00 | .00 | |
| Total 1692: | | | | 128.00 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|----------------|-------------------------|--------------|--------------------|-------------|-----------|
| 1727 | | | | | | |
| Canyon Systems Inc | | | | | | |
| | 10002 | SPRING | 07/15/2011 | 45.44 | .00 | |
| Total 1727: | | | | 45.44 | .00 | |
| 1734 | | | | | | |
| United Companies | | | | | | |
| | 714408 | ROAD BASE | 07/16/2011 | 311.24 | .00 | |
| | 814028 | ROAD BASE | 07/16/2011 | 1,143.61 | .00 | |
| | 814410 | ROAD BASE | 07/16/2011 | 3,335.56 | .00 | |
| | 815120 | ROAD BASE | 07/19/2011 | 950.40 | .00 | |
| | 815753 | ROAD BASE | 07/22/2011 | 1,143.61 | .00 | |
| | 818006 | ROAD BASE | 08/11/2011 | 287.63 | .00 | |
| Total 1734: | | | | 7,172.05 | .00 | |
| 1768 | | | | | | |
| Faris Machinery Company | | | | | | |
| | G21800 | MOTOR | 07/28/2011 | 1,196.15 | .00 | |
| | G21829 | BELT | 08/03/2011 | 43.21 | .00 | |
| | G21838 | AIR FILTER | 07/27/2011 | 106.43 | .00 | |
| | G21875 | ELEMENT | 08/04/2011 | 110.66 | .00 | |
| | G21876 | HYDRAULIC PUMP | 08/05/2011 | 2,553.65 | .00 | |
| Total 1768: | | | | 4,010.10 | .00 | |
| 1830 | | | | | | |
| Grand Valley Foods | | | | | | |
| | 115645 | FOOD PRODUCT/SR CENTER | 07/29/2011 | 919.93 | .00 | |
| | 115792 | FOOD PRODUCT/SR CENTER | 08/05/2011 | 1,055.58 | .00 | |
| Total 1830: | | | | 1,975.51 | .00 | |
| 1833 | | | | | | |
| P & K's Auto Body | | | | | | |
| | 8131 | IMPOUND | 07/19/2011 | 50.00 | .00 | |
| Total 1833: | | | | 50.00 | .00 | |
| 1990 | | | | | | |
| Bookcliff Survey Services, Inc | | | | | | |
| | 7805 | STAKING | 07/21/2011 | 1,865.00 | .00 | |
| Total 1990: | | | | 1,865.00 | .00 | |
| 2021 | | | | | | |
| Gmco Corporation | | | | | | |
| | 27245 | SUPERSTRETCH CRACK SEAL | 07/31/2011 | 3,600.00 | .00 | |
| | 27246 | SUPERSTRETCH CRACK SEAL | 07/31/2011 | 3,600.00 | .00 | |
| | 27247 | SUPERSTRETCH CRACK SEAL | 07/31/2011 | 3,600.00 | .00 | |
| Total 2021: | | | | 10,800.00 | .00 | |
| 2122 | | | | | | |
| Utility Notification Center Co | | | | | | |
| | 21107607 | RTL TRANSMISSIONS | 07/31/2011 | 82.11 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|----------------|-----------------------------|--------------|--------------------|-------------|-----------|
| Total 2122: | | | | 82.11 | .00 | |
| 2149 | | | | | | |
| Dell Marketing L.p. | | | | | | |
| | XFCPXCLN4 | DELL OPTIPLEX | 06/22/2011 | 1,117.66 | .00 | |
| | XFDM2MF71 | DELL LATITUDE E5420 | 07/28/2011 | 1,963.00 | .00 | |
| Total 2149: | | | | 3,080.66 | .00 | |
| 2181 | | | | | | |
| Nalco Chemical Company | | | | | | |
| | 95994867 | 8102 PLUS 61 | 07/13/2011 | 2,768.73 | .00 | |
| Total 2181: | | | | 2,768.73 | .00 | |
| 2235 | | | | | | |
| Acme Alarm Company Inc | | | | | | |
| | 6304SO | CLEAN SMOKES | 07/13/2011 | 120.00 | .00 | |
| | 6329SO | RESET LOOP | 07/29/2011 | 100.00 | .00 | |
| | 6332SO | BARON FINISH REMODEL | 08/05/2011 | 1,121.48 | .00 | |
| | 6381SO | REPLACED ADDRESSABLE MIS | 07/20/2011 | 211.00 | .00 | |
| Total 2235: | | | | 1,552.48 | .00 | |
| 2301 | | | | | | |
| Western Slope Center For Child | | | | | | |
| | 665 | LEVEL 2 EXAM CASE 2011-8542 | 07/30/2011 | 340.00 | .00 | |
| Total 2301: | | | | 340.00 | .00 | |
| 2497 | | | | | | |
| Techdepot/Solution 4Sure | | | | | | |
| | B110615241V1 | TERK LEAPFROG LF-IRX | 06/30/2011 | 337.33 | .00 | |
| Total 2497: | | | | 337.33 | .00 | |
| 2573 | | | | | | |
| Mountain West Office Products | | | | | | |
| | 261614 | supplies | 07/05/2011 | 784.56 | .00 | |
| | 262517I | supplies | 07/29/2011 | 18.99 | .00 | |
| | 262589 | supplies | 07/28/2011 | 844.16 | .00 | |
| | 262779 | supplies | 08/02/2011 | 82.89 | .00 | |
| Total 2573: | | | | 1,730.60 | .00 | |
| 2835 | | | | | | |
| L.L. Johnson Distributing Co | | | | | | |
| | 1579675-00 | CAP HOC | 07/12/2011 | 74.36 | .00 | |
| Total 2835: | | | | 74.36 | .00 | |
| 2846 | | | | | | |
| Colo Mtn News Media | | | | | | |
| | 6655957R 070 | ADS | 07/06/2011 | 124.41 | .00 | |
| | 6655957R 071 | ADS | 07/14/2011 | 93.67 | .00 | |
| | 6655957R 072 | ADS | 07/20/2011 | 124.41 | .00 | |
| | 6728901R 070 | ADS | 07/07/2011 | 1,166.00 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| | 6728938R 070 | ADS | 07/07/2011 | 165.69 | .00 | |
| | 6751461R 071 | ADS | 07/14/2011 | 165.69 | .00 | |
| | 6778888R 072 | ADS | 07/21/2011 | 165.69 | .00 | |
| | 6804933R 072 | ADS | 07/28/2011 | 165.69 | .00 | |
| Total 2846: | | | | 2,171.25 | .00 | |
| 2913 | | | | | | |
| Soak-N-Wet | | | | | | |
| | 5207 | LABOR REPAIR SPRINKLERS | 06/16/2011 | 136.89 | .00 | |
| Total 2913: | | | | 136.89 | .00 | |
| 2960 | | | | | | |
| Walmart Community | | | | | | |
| | 018895 | FOOD SUPPLIES | 07/18/2011 | 85.44 | 85.44 | 07/29/2011 |
| | 020879 | FOOD SUPPLIES | 07/20/2011 | 41.06 | 41.06 | 07/29/2011 |
| | 021806 | FOOD SUPPLIES | 07/21/2011 | 71.53 | 71.53 | 07/29/2011 |
| | 022976 | EVENT SUPPLES | 07/22/2011 | 52.96 | 52.96 | 07/29/2011 |
| | 025101 | FOOD SUPPLIES | 07/25/2011 | 88.97 | 88.97 | 07/29/2011 |
| | 026049 | FOOD SUPPLIES | 07/26/2011 | 37.86 | 37.86 | 07/29/2011 |
| Total 2960: | | | | 377.82 | 377.82 | |
| 2970 | | | | | | |
| Diamond Vogel Paints | | | | | | |
| | 751097657 | 5 GAL SUPER LINE WHITE TRA | 07/12/2011 | 268.05 | .00 | |
| | 751097826 | 5 GAL SUPER LINE WHITE TRA | 07/18/2011 | 536.10 | .00 | |
| Total 2970: | | | | 804.15 | .00 | |
| 3015 | | | | | | |
| Kroger/King Sooper Cust Charge | | | | | | |
| | 000000 072211 | FOOD /SR CENTER | 07/22/2011 | 4.13- | 4.13- | 07/29/2011 |
| | 021249. | SUPPLIES | 05/09/2011 | 27.91 | 27.91 | 08/09/2011 |
| | 066042 | FOOD /SR CENTER | 07/19/2011 | 17.99 | 17.99 | 07/29/2011 |
| | 102966 | FOOD /SR CENTER | 07/26/2011 | 31.92 | 31.92 | 07/29/2011 |
| | 169821 | FOOD /SR CENTER | 07/28/2011 | 9.18 | 9.18 | 07/29/2011 |
| | 214944 | FOOD /SR CENTER | 07/22/2011 | 68.66 | 68.66 | 07/29/2011 |
| Total 3015: | | | | 151.53 | 151.53 | |
| 3083 | | | | | | |
| ALSCO | | | | | | |
| | 1039068 | LAUNDRY/senior center | 07/26/2011 | 59.29 | .00 | |
| | 1039069 | work shirts and pants | 07/26/2011 | 27.24 | .00 | |
| | 1042215 | LAUNDRY/senior center | 08/02/2011 | 61.35 | .00 | |
| | 1042216 | work shirts and pants | 08/02/2011 | 27.24 | .00 | |
| Total 3083: | | | | 175.12 | .00 | |
| 3091 | | | | | | |
| Newman Signs Inc | | | | | | |
| | TI-0237339 | U-CHANNEL POST | 07/28/2011 | 519.68 | .00 | |
| | TI-0237625 | S-SQUARE TUBE | 08/05/2011 | 2,055.60 | .00 | |
| Total 3091: | | | | 2,575.28 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| 3285 | | | | | | |
| Johnson-Carter Architects, PC | | | | | | |
| | 1105C-1 08021 | ARCHITECTURAL SERVICES | 08/02/2011 | 750.00 | .00 | |
| Total 3285: | | | | 750.00 | .00 | |
| 3347 | | | | | | |
| V.I.P. Trash Services LLC | | | | | | |
| | 37715 | TRASH PICKUP/DDA | 08/01/2011 | 140.00 | .00 | |
| Total 3347: | | | | 140.00 | .00 | |
| 3389 | | | | | | |
| Sandy's Office Supply Inc | | | | | | |
| | 927026 | LANYARD REFLECTIVE | 06/29/2011 | 43.58 | .00 | |
| Total 3389: | | | | 43.58 | .00 | |
| 3394 | | | | | | |
| Fire Sprinkler Services Inc | | | | | | |
| | RF72111 | ANNUAL INSPECTION OF FIRE | 07/26/2011 | 465.00 | .00 | |
| Total 3394: | | | | 465.00 | .00 | |
| 3446 | | | | | | |
| Staples Business Advantage | | | | | | |
| | 8019131283 | supplies | 07/16/2011 | 558.23 | .00 | |
| | 8019188293 | supplies | 07/23/2011 | 146.96 | .00 | |
| Total 3446: | | | | 705.19 | .00 | |
| 3454 | | | | | | |
| Transwest Freightliner Of Gj | | | | | | |
| | 4211990028 | OIL FILTER | 07/18/2011 | 233.58 | .00 | |
| Total 3454: | | | | 233.58 | .00 | |
| 3755 | | | | | | |
| Wagner Equipment Co | | | | | | |
| | P2092304 | EQUIPMENT RENTAL | 07/12/2011 | 4,205.00 | .00 | |
| Total 3755: | | | | 4,205.00 | .00 | |
| 3771 | | | | | | |
| Waste Management Inc | | | | | | |
| | 109357-0576-7 | Recycling Service | 08/01/2011 | 1,817.36 | .00 | |
| | 1095358-0576- | Recycling Service | 08/01/2011 | 1,740.52 | .00 | |
| | 1095359-0576- | Recycling Service | 08/01/2011 | 548.09 | .00 | |
| Total 3771: | | | | 4,105.97 | .00 | |
| 3780 | | | | | | |
| Concrete Equipment | | | | | | |
| | 119763 | CURB AND GUTTER TOOL | 07/18/2011 | 109.57 | .00 | |
| | 120549 | HANDLE ADAPTOR | 08/05/2011 | 142.00 | .00 | |
| | 120579 | GOLD ALUM CONCRETE PLAC | 08/05/2011 | 115.22 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| Total 3780: | | | | 366.79 | .00 | |
| 3847 | | | | | | |
| Drive Train Industries Inc | | | | | | |
| | 04541313 | FILTER | 07/29/2011 | 24.76 | .00 | |
| Total 3847: | | | | 24.76 | .00 | |
| 3900 | | | | | | |
| Shaw, Frankie | | | | | | |
| | 080111 | WORK BOOTS | 08/01/2011 | 98.59 | 98.59 | 08/01/2011 |
| Total 3900: | | | | 98.59 | 98.59 | |
| 4021 | | | | | | |
| Rifle Equipment Inc | | | | | | |
| | CI004697 | PULLEY ILER | 07/29/2011 | 171.40 | .00 | |
| Total 4021: | | | | 171.40 | .00 | |
| 4039 | | | | | | |
| Bookcliff Council On The Arts | | | | | | |
| | 072911 | PURCHASING ROAD BASE FAC | 07/29/2011 | 3,289.70 | 3,289.70 | 07/29/2011 |
| Total 4039: | | | | 3,289.70 | 3,289.70 | |
| 4098 | | | | | | |
| Heuton Tire Co | | | | | | |
| | 88831 | TIRES/.FLEET | 07/19/2011 | 640.00 | .00 | |
| Total 4098: | | | | 640.00 | .00 | |
| 4119 | | | | | | |
| Air Compressor Services | | | | | | |
| | 24721 | AIR FILTER | 07/26/2011 | 199.33 | .00 | |
| Total 4119: | | | | 199.33 | .00 | |
| 4141 | | | | | | |
| True Brew Coffee Service | | | | | | |
| | 136271 | COFFEE | 08/01/2011 | 63.01 | .00 | |
| Total 4141: | | | | 63.01 | .00 | |
| 4226 | | | | | | |
| Brownells Inc | | | | | | |
| | 06805866 | AR15/M4 ALUMINUM | 07/18/2011 | 67.85 | .00 | |
| Total 4226: | | | | 67.85 | .00 | |
| 4240 | | | | | | |
| Platinum Plus For Business | | | | | | |
| | MILLER 07111 | USPS | 07/11/2011 | 16.38 | 16.38 | 07/29/2011 |
| Total 4240: | | | | 16.38 | 16.38 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| 4287 | | | | | | |
| Medco Supply Company | | | | | | |
| | 41381139 | MASUNE 125 FIRST AID KIT | 07/21/2011 | 303.90 | .00 | |
| Total 4287: | | | | 303.90 | .00 | |
| 4339 | | | | | | |
| Design Concepts | | | | | | |
| | 0014292 | Deerfield Park Construction Drawi | 08/05/2011 | 25,103.65 | .00 | |
| Total 4339: | | | | 25,103.65 | .00 | |
| 4345 | | | | | | |
| Helen Artist-Rogers/HR Design | | | | | | |
| | 072911 | DDA MANAGEMENT | 07/29/2011 | 2,916.67 | 2,916.67 | 07/29/2011 |
| Total 4345: | | | | 2,916.67 | 2,916.67 | |
| 4373 | | | | | | |
| Rifle Electric Inc | | | | | | |
| | 1971 | INSTALL TRAFFIC SIGNAL | 08/01/2011 | 34,820.00 | .00 | |
| Total 4373: | | | | 34,820.00 | .00 | |
| 4441 | | | | | | |
| Koutsoubos, Louis | | | | | | |
| | 072911 | RENT AUG 2011 | 07/29/2011 | 1,085.00 | 1,085.00 | 07/29/2011 |
| Total 4441: | | | | 1,085.00 | 1,085.00 | |
| 4488 | | | | | | |
| Crown Trophy-arvada | | | | | | |
| | 3373 | MEDALS/REC | 07/05/2011 | 1,132.30 | .00 | |
| Total 4488: | | | | 1,132.30 | .00 | |
| 4522 | | | | | | |
| Lifeguard Store Inc The | | | | | | |
| | INV059219 | SHIELD TRUMPETER WHISTLE | 08/01/2011 | 59.25 | .00 | |
| Total 4522: | | | | 59.25 | .00 | |
| 4590 | | | | | | |
| Colorado Poolscapes Inc | | | | | | |
| | 32000-1 | KIT CLOSER REPAIR | 06/30/2011 | 444.40 | .00 | |
| | 33262-1 | POOL CHEMICALS | 07/18/2011 | 1,137.91 | .00 | |
| | 33496-1 | POOL CHEMICALS | 07/29/2011 | 674.49 | .00 | |
| Total 4590: | | | | 2,256.80 | .00 | |
| 4630 | | | | | | |
| Kirkman, Ula | | | | | | |
| | 071911 | PERFORMANCE/SR CENTER | 07/19/2011 | 75.00 | 75.00 | 07/29/2011 |
| Total 4630: | | | | 75.00 | 75.00 | |
| 4702 | | | | | | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|-----------|
| Todd's Welding Inc | 9906 | DESIGN PLASMA CUT | 07/27/2011 | 220.38 | .00 | |
| Total 4702: | | | | 220.38 | .00 | |
| 4796 | | | | | | |
| Mountain Air Mechanical Hvac | 080411 | ROOFTOP PACKAGE | 08/04/2011 | 840.00 | .00 | |
| | 13971 | CHECKED AIR CONDITIONER | 07/11/2011 | 124.99 | .00 | |
| | 14120 | REPAIR AIR CONDITIONER | 07/28/2011 | 710.09 | .00 | |
| Total 4796: | | | | 1,675.08 | .00 | |
| 4811 | | | | | | |
| United Site Services Inc | 114-61795 | PORTABLE RESTROOM/ RIFLE | 07/19/2011 | 66.00 | .00 | |
| | 114-67861 | PORTABLE RESTROOM JOYCE | 07/21/2011 | 100.00 | .00 | |
| Total 4811: | | | | 166.00 | .00 | |
| 4869 | | | | | | |
| My Precious Pet | 92 | FISH TANK/SR CENTER | 08/02/2011 | 65.00 | .00 | |
| Total 4869: | | | | 65.00 | .00 | |
| 4879 | | | | | | |
| Cardiff Cleaning Services | 4182 | CLEANING JUSTICE CENTER | 07/15/2011 | 4,175.00 | .00 | |
| Total 4879: | | | | 4,175.00 | .00 | |
| 4920 | | | | | | |
| Bell Supply Co | PSI367370 | KC NIPPLE MENDER | 08/02/2011 | 11.47 | .00 | |
| Total 4920: | | | | 11.47 | .00 | |
| 4926 | | | | | | |
| Ge Capital | 55969466 | SHARP COPIERS/ PD | 07/20/2011 | 575.69 | .00 | |
| Total 4926: | | | | 575.69 | .00 | |
| 4963 | | | | | | |
| Intellipay Inc | 86 | transaction fee | 08/01/2011 | 122.54 | .00 | |
| Total 4963: | | | | 122.54 | .00 | |
| 4964 | | | | | | |
| Western Petroleum Co | Q2498 | CHV RANDO OIL | 07/28/2011 | 583.40 | .00 | |
| Total 4964: | | | | 583.40 | .00 | |
| 4989 | | | | | | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Mr Power S/Sandor Drucker | 144 | SIDEWALK CLEANING/DDA | 07/30/2011 | 1,895.00 | .00 | |
| Total 4989: | | | | 1,895.00 | .00 | |
| 4999 | | | | | | |
| Master Automotive Inc | 13713 | 2002 DODGE RAM 2500 | 07/18/2011 | 326.60 | .00 | |
| Total 4999: | | | | 326.60 | .00 | |
| 5023 | | | | | | |
| CASELLE INC | 39325 | CONTRACT SUPPORT/FINANC | 08/01/2011 | 3,558.00 | .00 | |
| Total 5023: | | | | 3,558.00 | .00 | |
| 5064 | | | | | | |
| MOUNTAIN MICROFILM INC | 11403 | FILE BOUND IMAGING ANNUAL | 08/02/2011 | 6,606.14 | .00 | |
| Total 5064: | | | | 6,606.14 | .00 | |
| 5078 | | | | | | |
| BSN SPORTS COLLEGIATE PACIFIC | 94097368 | EASTON SOFT STITCH NEON | 07/12/2011 | 109.92 | .00 | |
| Total 5078: | | | | 109.92 | .00 | |
| 5181 | | | | | | |
| FRED'S HARDWARE | 20301 073111 | SSUPPLIES | 07/31/2011 | 371.08 | .00 | |
| | 20303 073111 | SSUPPLIES | 07/31/2011 | 57.06 | .00 | |
| Total 5181: | | | | 428.14 | .00 | |
| 5218 | | | | | | |
| Braaten, Mike | 072711 | REIMBURSEMENT CONFEREN | 07/27/2011 | 138.82 | 138.82 | 07/29/2011 |
| Total 5218: | | | | 138.82 | 138.82 | |
| 5236 | | | | | | |
| THOMPSON DISTRIBUTING, INC | 4803 | | 07/29/2011 | 150.00 | .00 | |
| Total 5236: | | | | 150.00 | .00 | |
| 5253 | | | | | | |
| FASTENAL | 42101 | TRUBOLT | 06/30/2011 | 116.16 | .00 | |
| | 42514 | S/S TRUBOLT | 07/18/2011 | 174.98 | .00 | |
| | CORIF42598 | 24 MAGNETICHD LEVEL | 07/20/2011 | 75.16 | .00 | |
| | CORIF42610 | LOAD HUG 27 | 07/20/2011 | 182.87 | .00 | |
| | CORIF42622 | 1/4 LYNCH PIN | 07/21/2011 | 1.78 | .00 | |
| Total 5253: | | | | 550.95 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 5413 | | | | | | |
| Bruno, Colin, Jewell & Lowe PC | | | | | | |
| | 119436 | Legal Fees | 07/28/2011 | 27.00 | .00 | |
| Total 5413: | | | | 27.00 | .00 | |
| 5438 | | | | | | |
| Roaring Fork Leadership | | | | | | |
| | 072711 | NATHAN LINDQUISTS ROARIN | 07/27/2011 | 2,500.00 | 2,500.00 | 07/29/2011 |
| Total 5438: | | | | 2,500.00 | 2,500.00 | |
| 5454 | | | | | | |
| KINSCO | | | | | | |
| | 2913 | THROSHIELD VISION | 07/20/2011 | 2,357.70 | .00 | |
| Total 5454: | | | | 2,357.70 | .00 | |
| 5503 | | | | | | |
| JAY-MAX SALES | | | | | | |
| | 209304-00 | COTTON RAGS | 07/20/2011 | 31.00 | .00 | |
| | 209546-00 | COTTON RAGS | 07/27/2011 | 32.00 | .00 | |
| Total 5503: | | | | 63.00 | .00 | |
| 5504 | | | | | | |
| ProRider Inc. | | | | | | |
| | 51410F | BMX HELMET | 04/18/2011 | 973.00 | .00 | |
| Total 5504: | | | | 973.00 | .00 | |
| 5600 | | | | | | |
| BIG IRON TIRE SERVICE LLC | | | | | | |
| | 11160 | SERVICE CALL | 08/04/2011 | 300.00 | .00 | |
| | 11161 | FLAT REPAIR | 08/04/2011 | 102.50 | .00 | |
| Total 5600: | | | | 402.50 | .00 | |
| 5648 | | | | | | |
| REDI SERVICES, LLC | | | | | | |
| | 0136814 | PORTABLE RESTROOMS | 07/13/2011 | 30.00 | .00 | |
| Total 5648: | | | | 30.00 | .00 | |
| 5704 | | | | | | |
| COLE, BRENT | | | | | | |
| | 072711 | DISTRIBUTION CERTIFICATION | 07/27/2011 | 302.62 | 302.62 | 07/29/2011 |
| Total 5704: | | | | 302.62 | 302.62 | |
| 5707 | | | | | | |
| BOOKCLIFFS PROFESSIONAL BUILDI | | | | | | |
| | 741 | RENT STORAGE THEATER SEA | 06/15/2011 | 585.00 | 585.00 | 07/29/2011 |
| Total 5707: | | | | 585.00 | 585.00 | |
| 5714 | | | | | | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|----------------|-------------------------------------|--------------|--------------------|-------------|------------|
| TRINITY HIGHWAY PRODUCTS, LLC | | | | | | |
| | HS461145 | BRONSTAD 98 | 07/25/2011 | 322.00 | .00 | |
| Total 5714: | | | | 322.00 | .00 | |
| 5723 SANITARY SUPPLY CORP | | | | | | |
| | 57982 | supplies | 07/18/2011 | 156.98 | .00 | |
| Total 5723: | | | | 156.98 | .00 | |
| 5752 Accutest Mountain States | | | | | | |
| | D6-18303 | alkalinity, organic carbon/water te | 07/08/2011 | 254.00 | .00 | |
| | D6-18304 | alkalinity, organic carbon/water te | 07/08/2011 | 210.00 | .00 | |
| Total 5752: | | | | 464.00 | .00 | |
| 5768 HP Geotech | | | | | | |
| | 0111339 | Centennial Park Material Testi | 06/30/2011 | 1,940.60 | .00 | |
| | 0111477 | Centennial Park Material Testi | 07/31/2011 | 383.10 | .00 | |
| Total 5768: | | | | 2,323.70 | .00 | |
| 5769 L.A.W.S. | | | | | | |
| | 3789 | UP-FIT detective care | 06/07/2011 | 2,563.57 | .00 | |
| Total 5769: | | | | 2,563.57 | .00 | |
| 5796 Norit Americas Inc. | | | | | | |
| | 515420 | Po 444 | 07/19/2011 | 2,370.00 | .00 | |
| Total 5796: | | | | 2,370.00 | .00 | |
| 5924 Britten, Doug | | | | | | |
| | 009 | PERFORMANCE RIFLE SENIOR | 07/01/2011 | 50.00 | 50.00 | 07/29/2011 |
| Total 5924: | | | | 50.00 | 50.00 | |
| 5926 Law Enforcement Alliance for Defense | | | | | | |
| | 119362 | LEGAL DEFENSE COVERAGE | 07/15/2011 | 147.00 | .00 | |
| Total 5926: | | | | 147.00 | .00 | |
| 5945 Loyal E Leavenworth pc | | | | | | |
| | 850 | LEGAL FEES | 07/31/2011 | 463.35 | .00 | |
| Total 5945: | | | | 463.35 | .00 | |
| 5961 United Restaurant Supply, Inc. | | | | | | |
| | 391795-1 | SAUSE PAN | 08/02/2011 | 130.09 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 5961: | | | | 130.09 | .00 | |
| 6050 | | | | | | |
| Banana's Fun Park | | | | | | |
| | 080111 | RIFLE'S NIGHT OUT | 08/01/2011 | 625.00 | 625.00 | 08/01/2011 |
| Total 6050: | | | | 625.00 | 625.00 | |
| 6055 | | | | | | |
| Seastone Jeff | | | | | | |
| | 072911 | REIMBURSEMENT PIZZA TOUR | 07/29/2011 | 35.48 | 35.48 | 07/29/2011 |
| Total 6055: | | | | 35.48 | 35.48 | |
| 6067 | | | | | | |
| Mountain Roll-offs, Inc. | | | | | | |
| | 080111 | PORTABLE RESTROOM | 08/01/2011 | 103.55 | .00 | |
| Total 6067: | | | | 103.55 | .00 | |
| 6069 | | | | | | |
| CPRA | | | | | | |
| | 080911 | CFI SEP TRAINING | 08/09/2011 | 390.00 | .00 | |
| Total 6069: | | | | 390.00 | .00 | |
| 6126 | | | | | | |
| New Ute Theater Society | | | | | | |
| | 008 | NEW UTE THEATER | 07/27/2011 | 34,084.48 | .00 | |
| Total 6126: | | | | 34,084.48 | .00 | |
| 6133 | | | | | | |
| GILCO, INC | | | | | | |
| | 700802 | DYED DIESEL | 08/04/2011 | 1,261.16 | .00 | |
| | 710301 | DYED DIESEL | 07/06/2011 | 1,470.91 | .00 | |
| | 710302 | DYED DIESEL | 07/06/2011 | 1,624.32 | .00 | |
| | 724082 | DYED DIESEL | 07/21/2011 | 1,471.62 | .00 | |
| Total 6133: | | | | 5,828.01 | .00 | |
| 6137 | | | | | | |
| Impressions of Aspen | | | | | | |
| | 14091 | SUPPLIES | 05/26/2011 | 554.95 | .00 | |
| | 14309 | BUSINESS COPY PAPER | 07/15/2011 | 370.00- | .00 | |
| | 14309 071511 | SUPPLIES | 07/15/2011 | 834.06 | 834.06 | 08/04/2011 |
| | 14309. | SUPPLES | 07/15/2011 | 834.06- | .00 | |
| | 14309.1 | SUPPLIES | 07/15/2011 | 19.94- | .00 | |
| | 14309.1 07151 | SUPPLIES | 07/15/2011 | 19.94 | 19.94 | 08/04/2011 |
| Total 6137: | | | | 184.95 | 854.00 | |
| 6161 | | | | | | |
| Ewing Irrigation Products | | | | | | |
| | 3623691 | PR TURFACE QUICK DRY 50 LB | 07/25/2011 | 485.12 | .00 | |
| | 3651772 | ACC-COM-HWR HARDWARE | 07/28/2011 | 471.50 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| Total 6161: | | | | 956.62 | .00 | |
| 6242 | | | | | | |
| Xerox Corporation | | | | | | |
| | 056430700 | BASE CHARGE JULY | 08/01/2011 | 258.65 | .00 | |
| Total 6242: | | | | 258.65 | .00 | |
| 6265 | | | | | | |
| Active Energies, Inc. | | | | | | |
| | 10280-4 | Energy Process Audit | 07/18/2011 | 12,119.09 | .00 | |
| Total 6265: | | | | 12,119.09 | .00 | |
| 6267 | | | | | | |
| Tad S. Foster Attorney at Law | | | | | | |
| | 10736 | PROFESSIONAL SERVICES | 07/24/2011 | 2,600.01 | .00 | |
| Total 6267: | | | | 2,600.01 | .00 | |
| 6291 | | | | | | |
| Custom Accents, LLC | | | | | | |
| | 080811 | Remove/Replace center cabins/s | 08/08/2011 | 4,597.00 | 4,597.00 | 08/08/2011 |
| Total 6291: | | | | 4,597.00 | 4,597.00 | |
| 6299 | | | | | | |
| Lantis Fireworks and Lasers | | | | | | |
| | 11145. | FIREWORKS DISPLAY | 07/02/2011 | 6,000.00 | .00 | |
| Total 6299: | | | | 6,000.00 | .00 | |
| 6312 | | | | | | |
| Commercial Maintenance Chemical Corp | | | | | | |
| | 52190 | LIFT STATION DEGREASER | 07/01/2011 | 249.50 | .00 | |
| Total 6312: | | | | 249.50 | .00 | |
| 6323 | | | | | | |
| American Red Cross | | | | | | |
| | 16366 | CPR/AED LIFEGUARDS | 06/30/2011 | 414.00 | .00 | |
| | 16604 | ADMIN FEES | 06/30/2011 | 189.00 | .00 | |
| Total 6323: | | | | 603.00 | .00 | |
| 6330 | | | | | | |
| CHP | | | | | | |
| | 080111 | INSURANCE | 08/01/2011 | 94,028.50 | 94,028.50 | 08/01/2011 |
| Total 6330: | | | | 94,028.50 | 94,028.50 | |
| 6334 | | | | | | |
| Ennovate Corporation | | | | | | |
| | 1677 | GCOR-EPC-CO2009034 | 08/08/2011 | 14,922.90 | .00 | |
| Total 6334: | | | | 14,922.90 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|----------------------------|--------------|--------------------|-------------|-----------|
| 6347 | | | | | | |
| ALL HOURS CLEANING & MAINTENANCE | | | | | | |
| | 2617 | GENERAL CLEANING HEALTH | 08/01/2011 | 500.00 | .00 | |
| Total 6347: | | | | 500.00 | .00 | |
| 6348 | | | | | | |
| Commerical Key Security, Inc | | | | | | |
| | 32735 | TESTING PINNING CYLINDER | 07/20/2011 | 37.44 | .00 | |
| Total 6348: | | | | 37.44 | .00 | |
| 6349 | | | | | | |
| ERC WIPING PRODUCTS.INC | | | | | | |
| | 331761 | NEW TOWELS | 07/11/2011 | 298.28 | .00 | |
| Total 6349: | | | | 298.28 | .00 | |
| 6350 | | | | | | |
| Fitness Wholesale | | | | | | |
| | 765305 | DELUXE ELETRIC INFLATING P | 07/15/2011 | 491.68 | .00 | |
| | 766537 | BOSU SINGLE PVC RACK | 07/18/2011 | 283.73 | .00 | |
| Total 6350: | | | | 775.41 | .00 | |
| 6351 | | | | | | |
| GLOBAL MED INDUSTRIES LLC | | | | | | |
| | 111745 | PHILIPS HEARTSTART ONSITE | 07/11/2011 | 1,295.00 | .00 | |
| Total 6351: | | | | 1,295.00 | .00 | |
| 6352 | | | | | | |
| HILLYARD/DENVER | | | | | | |
| | 6812922 | WIPES GYM DISINFECTING | 07/07/2011 | 430.88 | .00 | |
| Total 6352: | | | | 430.88 | .00 | |
| 6353 | | | | | | |
| Patterson Jamie | | | | | | |
| | 18578 | PATCHES/SHIRT STRIPES | 07/22/2011 | 27.50 | .00 | |
| Total 6353: | | | | 27.50 | .00 | |
| 6354 | | | | | | |
| ALL SEASONS LAUNDRY | | | | | | |
| | 22807 | GYM TOWELS | 07/31/2011 | 47.17 | .00 | |
| Total 6354: | | | | 47.17 | .00 | |
| 6355 | | | | | | |
| LAFARGE WEST INC | | | | | | |
| | 20755202 | ULTRAHORIZONTAL 40150 | 07/13/2011 | 623.32 | .00 | |
| Total 6355: | | | | 623.32 | .00 | |
| 6356 | | | | | | |
| POWERSYSTEMS | | | | | | |
| | 1195916 | PRO NYLON ANKLE/WRIST STR | 07/20/2011 | 73.36 | .00 | |

| Vendor Name and Number | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|------------------------------|--------------|--------------------|-------------|-----------|
| Total 6356: | | | | 73.36 | .00 | |
| 6357 | | | | | | |
| FIRST STRING | | | | | | |
| | 3860 | T-SHIRTS | 08/01/2011 | 658.75 | .00 | |
| | 3864 | TSHIRTS | 08/02/2011 | 210.00 | .00 | |
| Total 6357: | | | | 868.75 | .00 | |
| 6358 | | | | | | |
| SIMPLY DOGS | | | | | | |
| | 605 | CERTIFICATES | 08/07/2011 | 221.85 | .00 | |
| Total 6358: | | | | 221.85 | .00 | |
| 6359 | | | | | | |
| SPERIAN PROTECTION AMERICAS INC | | | | | | |
| | 2690664 | REPAIR MATERIAL FEES | 08/03/2011 | 536.53 | .00 | |
| Total 6359: | | | | 536.53 | .00 | |
| 6360 | | | | | | |
| DOUBLE D FIELD SERVICES | | | | | | |
| | 7577 | LG TIRE MOU | 08/02/2011 | 360.00 | .00 | |
| Total 6360: | | | | 360.00 | .00 | |
| 6361 | | | | | | |
| LISTENUP AUDIO/VIDEO | | | | | | |
| | 7221020 | CD PLAYER | 08/01/2011 | 1,949.00 | .00 | |
| Total 6361: | | | | 1,949.00 | .00 | |
| 6362 | | | | | | |
| Mountainview Construction Services | | | | | | |
| | 073111 | CITY OF RIFLE BP 81406 USE T | 07/31/2011 | 1,009.68 | .00 | |
| Total 6362: | | | | 1,009.68 | .00 | |
| Grand Totals: | | | | 499,882.73 | 141,443.36 | |

Dated: _____

City Finance Director: _____

Report Criteria:

- Summary report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Sander N. Karp
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Michael J. Sawyer
James F. Fosnaught
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James S. Neu
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August 11, 2011

Mayor Keith Lambert
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: August 17, 2011 City Council Meeting

Dear Mayor Lambert and Members of the Rifle City Council:

The purpose of this letter is to briefly outline the discussion we will have at the August 17, 2011 Rifle City Council Meeting.

1. Solid Waste Removal and Recyclables Collection Agreement with Mountain Roll-Offs, Inc. Staff has been negotiating with Mountain Roll-Offs, Inc. to take over the City's solid waste removal services and provide curb-side recycling to Rifle residents and enclosed is the final Agreement we have reached. MRI will have the exclusive right to service the City's residential trash customers and it will service any commercial customers currently handled by the City, although there is no exclusive right granted to such commercial customers under state law. The City will continue to bill the customers on their utility bill, as is the current practice, but MRI will handle all other aspects of solid waste removal and recycle collection to City residences, including customer service. The term of the Agreement is for five (5) years subject to annual appropriations. The fee paid by the City to MRI for the services is what the City Council reviewed in the bid submitted by MRI:

Pickup, Monthly Fee (Residential)*

| | |
|------------------------|---------|
| 64 Gallon | \$11.11 |
| Extra - 64 Gallon/each | \$8.00 |
| 96 Gallon | \$13.40 |
| Extra - 94 Gallon/each | \$10.00 |

*includes two recycle containers

Pickup, Monthly Fee (Commercial)*

| | |
|------------|---------|
| 64 Gallon | \$11.75 |
| 96 Gallon | \$14.85 |
| 300 Gallon | \$38.00 |

*does not include recyclables collection services

KARP NEU HANLON, P.C.

Mayor Keith Lambert
Rifle City Council
Page 2

Senior Citizens above 65 years in age shall receive residential services at 80% of the above rates. These rates are valid for the term of the Agreement, however MRI may petition the City for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business, such as revised laws or regulations, changes in location of disposal sites, changes in disposal charges, changes in the consumer price index or drastic changes in fuel costs.

The City Manager and I crafted the Agreement to ensure City residents receive the same trash service that the City provides today and that the curb-side recycling program is as successful as possible. MRI will follow the same collection route during the same times during the day. MRI observes fewer holidays than the City, but those holidays listed in Section 4 will cause a one (1) day delay on the regular pick up schedule. MRI must continue to utilize the City containers currently in use, all of which will be purchased by MRI along with the City's collection equipment pursuant to Section 13 of the Agreement. MRI has agreed to pick up all of the City's buildings and facilities' solid waste at no cost to the City.

While establishing the recycling process staff felt it necessary that customers have two (2) separate recycling bins: one for comingle recyclables and one for compost materials that will assist CacaLoco with its composting endeavor. Each bin must be clearly marked for its intended purpose and to educate customers. Because MRI's bid only provided one recycling bin, staff opted to deduct the cost of the second compost bin from the Purchase Price for existing customers. MRI will provide all future customers two bins. Recycling will occur the same day as solid waste collection and all composting materials must be delivered to CacaLoco. Section 11 of the Agreements sets forth the educational materials and information that must be provided by MRI regarding recycling and its services under the Agreement.

MRI will continue to provide the same special pickups and on the same schedule that the City performs today. The Agreement sets forth specific performance standards for MRI's employees and collection vehicles. MRI is agreeing to hire the City's current collection truck driver with similar benefits and pay rate. The Agreement further requires MRI to maintain a standard level of insurance and indemnify the City for any of MRI's actions related to its services. We also included a penalty section whereby the City Manager can penalize MRI for specified acts or mishaps to ensure the finer service points in the Agreement can be easily enforced.

2. Resolution No.11, Series of 2011 (Park and Recreation Fees). With the opening of the Rifle Fitness Center under the Recreation Department, it is necessary for the City to adopt the related fees for that facility. Resolution No. 11, Series of 2011 establishes those fees. In addition, the Parks and Recreation Department reviewed all of its fees and the recommended amendments are included on the Fee Schedule set forth on Exhibit A to the Resolution.

We recommend approval of Resolution No. 11, Series of 2011.

KARP NEU HANLON, P.C.

Mayor Keith Lambert
Rifle City Council
Page 3

3. Memorandum of Understanding with Rifle Regional Economic Development Corporation for the Rifle Fitness and Recreation Center Project at Metro Park. Representatives with the Rifle Regional Economic Development Corporation met with you last month to discuss pursuing the construction of a Rifle Fitness and Recreation Center at Rifle Metro Park. Following the City Council's receptive response, we drafted the enclosed Memorandum of Understanding with the RREDC evidencing the City's support of the Project. The City agrees to exclusively negotiate with the RREDC regarding any development of Metro Park for three (3) years and to cooperate with the RREDC as it pursues the Project. The RREDC will identify the specific public improvements necessary to support the Project, prepare a building program, site and building plans, construction cost estimates, and operating cost estimates for the Project, and pursue funding sources and partners. The RREDC is agreeing to meet the scheduled benchmarks set out in the MOU.

We recommend approval of the MOU with the RREDC regarding Metro Park on your Consent Agenda.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosure



To: Mayor and City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Thursday, August 11, 2011
Subject: Liquor License Application – Monique C. Krelovich d/b/a X Point

A LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

Monique C. Krelovich d/b/a X Point
139 West 3rd Street
Rifle, CO

Type of License: Tavern

According to Rifle Municipal Code §6-5-50, it is the Clerk's responsibility, on behalf of the Liquor Licensing Authority, to investigate the following:

1. Whether the prohibitions contained in CRS §12-46-104 or §12-47-313 apply to the applicant

FINDING: The prohibitions in the referenced sections do not apply to X Point.

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 3 other locations within one mile with Tavern Licenses (Sports Corner, Texan Bar, Cheermeister).

The application is complete and the fees for this application have been paid. Additionally, a petition with signatures of Rifle residents who support this application has been submitted.

This hearing was properly noticed in the newspaper and on the premises. Thank you.

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)

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

| | | |
|-------------------------------------|------------------------------------|-------------------------------|
| Landlord <u>Louis Kautsohoss</u> | Tenant <u>Monique Krolowich</u> | Expires <u>July 1 2012</u> |
|-------------------------------------|------------------------------------|-------------------------------|

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 |
|------|---------------|-------------|----------|
| | | | |
| | | | |

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

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

Number of separate Optional Premises areas requested. N/A (See License Fee Chart)

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

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

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

17a. Name of Manager (for all on-premises applicants) Monique Krolowich (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 _____)

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

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

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-1 (Individual History record), and submit finger print cards to their local licensing authority.

| NAME | HOME ADDRESS, CITY & STATE | DOB | POSITION | % OWNED |
|-------------------------|----------------------------|-----|--------------|-------------|
| <i>Monique Kneovich</i> | | | <i>Owner</i> | <i>100%</i> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*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: *Monique Kneovich* Title: *owner* Date: *July 4, 2011*

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

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

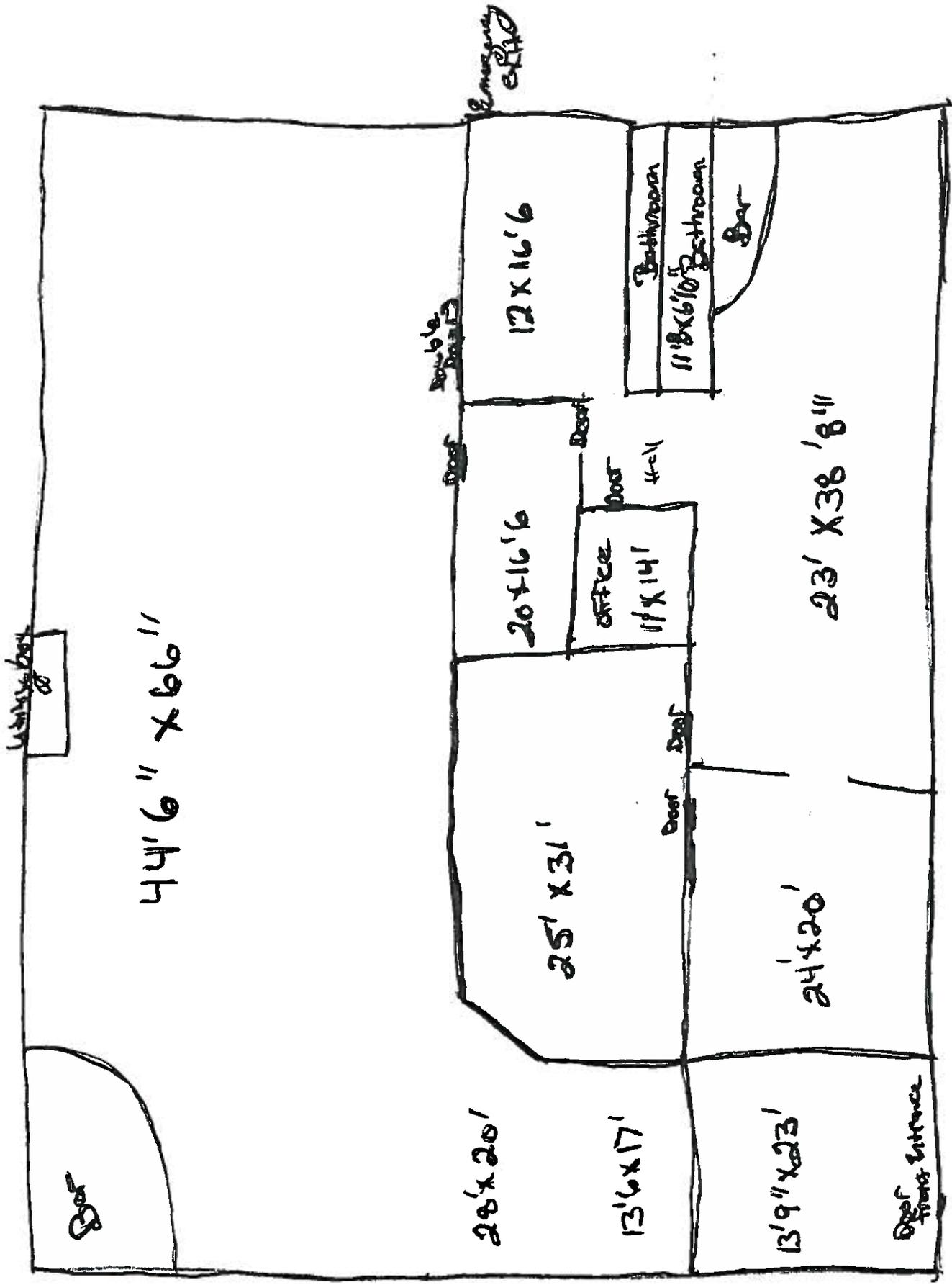
THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-1 (Individual History Record) has:
- | | | |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> Been fingerprinted | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | <input type="checkbox"/> | <input type="checkbox"/> |
- 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 _____
 TDWN. CITY
 COUNTY

Signature _____ Title _____ Date _____
 Signature (attest) _____ Title _____ Date _____



Name of Establishment: X Point

**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 June 30th 2011 (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 Koutsouboss*, a(n) *individual* [*Individual, Company, or Type of Entity*] (the "Landlord").

2. Tenant: *Monique Krelovich*, a(n) *Individual* [*Individual, Company, or Type of Entity*] (the "Tenant").

3. Premises: Landlord is the owner of certain real estate legally described as *Block M Lots 1, 2 & 3, upper area only from lot line to lot line from top of building and to including the floors and outer walls and front open area to sidewalk approx. 75 feet by 125 feet 9,375 square feet. survey. 3 in Garfield [insert county], Colorado* (the "Real Estate"). The Real Estate is improved with a *see pictures - d [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 *139 West 3rd St., Suite 1*, consisting of *as stated above 9,375sq.ft. survey* square feet (the "Premises").

4. Term: Landlord Leases the Premises to Tenant from twelve o'clock noon on the *first* 1st day of *July*, 2011 and until 11:59 p.m. on the *30th* day of *June -y, 2012* (*36 months*) *JK Ym.K.*

1 (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 *Fifty one thousand six hundred dollars 0 and 0/100 Dollars (\$51,400.00)* payable in equal installments of *four thousand three hundred dollars and /100 Dollars (\$4,300.00)* 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 W. 3rd Rifle, Colorado 81650 (office of Tom Stuver) delivered before twelve noon on the 25th of each month. If the 25th falls on a week-end or holiday rent is to be delivered on the business day by twelve noon before that time.* 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: *Rent adjusted reflecting Rifle rental market per square foot value of equal amenities, tenant ready commercial-restaurant property in ADA compliance. Adjustment of rent made at end of each twelve month period with such data being accepted as supplied by the Fleisher Company, real estate brokers, currently at 1430 Railroad Ave. or if not available from them, by one of equal stature. Landlord and Tenant share equally expense for such data.*

6. Option: Tenant shall shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional *(3) three year (36 mo.)r* period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least *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: *adjusted as per paragraph five 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 *eight thousand six hundred dollars* and *-/100 Dollars* (\$ 8,600.00) 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 *Restaurant and or Cocktail Club*, 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 shall be responsible for all utilities, services and materials provided to the premises putting such utilities and services in Tenants name at inception. Landlord reserves the right to terminate any utility or service at any time without recourse from Tenant or those claiming under Tenant and hold Tenant responsible for any such which are billed to Landlord directly or indirectly.* s. 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 *,rent must be paid on time (as stated in paragraph five by noon on the twenty fifth day of the month, if the twenty fifth falls on a week-end or holiday the rent is due by twelve noon on the the buisness day prior to such time - there are no grace days after the date when due, the parties agree that Additional Rent in the amount of (\$100.00) one hundred dollars per each late date accumulating each and every late date until the account is paid. e percent (x-%) 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 *No parking of vehicles of any kind is provided by the Landlord nor is it allowed on the premises -d 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.

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. Tenant to reimburse Landlord for this insurance. *SK mk*

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 entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid,

and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. Attorneys' Fees: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. Captions: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

61. No Reservation of Option: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. Credit Reports: Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. Corporate Authorization: If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. Lead-Based Paint Disclosure Rule: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

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:

LANDLORD:

Monique K..., a(n)
Individual
[Individual or Type of Entity]

Touir Kantanba..., a(n)
Individual
[Individual or Type of Entity]

By: _____

By: _____

Its: _____

Its: _____

Or

Or

Monique K...
[Signature of Individual]

[Signature of Individual]

Date: June 30, 2011

Date: June 30, 2011

GUARANTOR (if applicable):

[Signature]

[Print Name]

Date: _____

ADDENDUM

The Commercial Lease for the premises located at 139 W. 3rd. St. Rifle, Colorado 81650 in which the Tenant is Monique Krelovich is to be amended with the items listed below which will supersede and prevail where applicable when this Addendum is properly signed and delivered by both the Tenant and the Landlord and shall become attached and a part of said Lease.

1. **Tenant's Due Diligence:** Prior to this Lease being accepted and going into force the Tenant has thoroughly photographed the premises both inside and outside with no less than one hundred (100) quality photographs put onto a Compact Disk, to be initialed by both Tenant and Landlord and made a part of this Lease at the time of signing.

Further prior to entering into the Lease Tenant has thoroughly inspected the premises in the company of City of Rifle of Colorado Building Inspector (Peter Hays) to their satisfaction. Prior to Leasing Tenant has inspected the premises in the company of various licensed tradesmen such as plumbers, electricians, architects and the like and is sufficiently apprised of and satisfied with the condition of the premises. Tenant warrants sufficient funds are available and specifically dedicated prior to the start of any work, to be done only in accordance with a "Work Letter" (p.3-15).

2. **Alcoholic Beverages / Cannabis:** Tenant may conditionally serve alcoholic beverages provided Tenant is in accord with the provisions of all regulating entities and the conditions of this Lease. No sale or use of cannabis permitted on the premises.

3. **Agent:** Tenant shall not, in any matter, act as an agent of or on behalf of the Landlord. Landlord to have access and privileged to timely copies of all information from Tenant's insurance company insuring the leased premises whether pertaining to the policy or settlement of a claim.

4. **No Smoking:** Tenant shall post signage and strictly enforce no smoking of any kind anywhere on the premises. Failure to enforce no smoking shall result in a (\$50.00) fifty-dollar penalty as additional rent with a doubling for each succeeding offense. Tenant shall pay professional services to remove the effects of any smoking from the premises.

5. **No Storage:** Tenant shall not use the premises for the storage of any items whatsoever with the only exception being items classified as inventory being used or drawn upon on a daily basis and essential in the operation of the business. Tenant shall have all trash and waste materials removed from the premises on a daily basis.

6. **Occupancy:** Tenant shall not exceed the occupancy numbers as per fire, safety, and insurance requirements and shall at all times, have sufficient well-trained staff on hand to supervise and deal with persons entering upon the premises.

7. **Notice:** The Lease is sufficient notice to Tenant. The Landlord need not give additional notice to be entitled to performance of the Lease. All penalties and sums incurred are due and payable at the next rental installment.

8. **Possession of Premises.** If, after signing the Lease, Tenant fails to take possession of premises, Tenant will still be responsible for paying rent and complying with terms of the Lease.

If Landlord is unable to deliver possession of the premises to Tenant on starting date for any reason not within Landlord's control including but not limited to partial or complete destruction of premises, Tenant or Landlord will have the right to terminate the Lease upon proper notice. In such an event, Landlord's only liability to Tenant shall be return of monies paid for rent and security deposit.

9. **Showing of Premises:** Landlord shall have the right to show the premises to prospective buyers or renters at reasonable times and upon giving of a twenty-four hour notice. Standard signage posted on premises. However, Tenant offered the property before it goes on the open market.

10. **Executed Copies:** All copies of the Lease, all executed contemporaneously herewith and as a part hereof by the parties hereto, shall be regarded as duplicate originals and together a single instrument. Landlord and Tenant may execute this Lease by way of electronic facsimile transmission. However, Landlord may treat such as voidable until the first month's rent and deposits are paid.

11. If by 12:00 P.M. noon July 1, 2011 this Lease is not properly signed and delivered with the first month's rent and the security deposit (\$4,300.00 + \$8,600.00 = \$12,900.00) then at such time it shall be null and void without obligation on any party.

Landlord: Louis Kuntzsch
June 30, 2011

Tenant: Monique Krel

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 <p style="text-align: center; font-size: 1.5em;">X Point</p> | | | | |
| 2. Your Full Name (last, first, middle) <p style="font-size: 1.2em;">Krelavich Monique Chelsea</p> | | | 3. List any other names you have used. <p style="text-align: center;">—</p> | |
| 4. Mailing address (if different from residence) | | | Home Telephone <p style="font-size: 1.2em;">970-618-4251</p> | |
| 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 | | | 4 May 08' | July 2011 Current |
| Previous | | | June 07' | May 08' |
| 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 |
| | Creekside Laundry | 15300 Radwood Ave Rifle, CO 81670 | Owner | June 99' Dec 08' |
| | 4th Street Cleaners | 142 E 4th St Rifle, CO 81670 | Owner | April 08' Current |
| 7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry. | | | | |
| | NAME OF RELATIVE | RELATIONSHIP TO YOU | POSITION HELD | NAME OF LICENSEE |
| | — | | | |
| 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. <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | | | |
| 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. <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | | | |

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

Received a deferred sentence for Domestic Violence
 @ 10:00 AM 4 yrs ago

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.

| | | | |
|--------------------------------------|-------------------------------|---|---|
| 13a. Date of Birth | b. Social Security Number SSN | c. Place of Birth | d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| e. If Naturalized, State where | f. When | g. Name of District Court | |
| h. Naturalization Certificate Number | i. Date of Certification | j. If an Alien, Give Alien's Registration Card Number | k. Permanent Residence Card Number |
| l. Height | m. Weight | n. Hair Color | o. Eye Color |
| p. Sex | q. Race | r. Do you have a current Driver's License? If so, give number and state | |

14. Financial Information.

a. Total purchase price \$ 4300 / month (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases and fees paid \$ 30,000

c. Provide details of investment. You must account for the sources of ALL cash (how acquired). Attach a separate sheet if needed.

| Type: Cash, Services or Equipment | Source: Name of Bank; Account Type and Number | Amount |
|--|---|--------|
| Grandmother's Inheritance | Cash | 30,000 |
| 4th Street Clean Co. ^{current employment} | Alpine Bank | ? |
| | | |
| | | |

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

| Name of Lender and Account Number | Address | Term | Security | Amount |
|-----------------------------------|---------|------|----------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

until liquor license is approved

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 | Title | Date |
|----------------------|-------|------|



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Monique Kucovich, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

| | |
|--------------------------------------|-----------------------------|
| Signature <u>Monique Kucovich</u> | Date <u>July 1, 2011</u> |
|--------------------------------------|-----------------------------|

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Monique Krolavich

By signing this document, the applicant acknowledges that any approval by the City of Rifle Liquor Licensing Authority is **CONDITIONAL** with the following conditions regarding the fingerprint/background check conducted by the City of Rifle Liquor Licensing Authority:

1. That the Applicant hereby acknowledges and understands that disclosure of all criminal convictions does not guarantee approval of a license, transfer, application or registration, and that final approval comes only after the City of Rifle Liquor Authority has approved the license, application, transfer or registration, which will only occur after the completion of the fingerprint/background check.
2. That any liquor license, transfer, application, or registration is approved conditionally on the grounds that the applicant has successfully completed a criminal background check conducted by the Rifle Police Department, and that this investigation discloses no prior criminal convictions which have not been previously disclosed by the applicant. Though a criminal background check may disclose no criminal convictions, this is not a guarantee that the City of Rifle Liquor Authority will approve the license, transfer, application or registration. The award of any license, transfer, application or registration is the sole responsibility of the City of Rifle Liquor Authority, and is subject to the Authority's approval upon completion of a hearing before the Authority.
3. In the event that a completed criminal background check shows that the applicant does indeed have criminal conviction(s) which have not been previously disclosed by the applicant, the applicant is aware that the conditionally approved license could be suspended or revoked by the City of Rifle Liquor Authority.
4. That in the event a prior criminal conviction, which has not been previously disclosed, is shown by the criminal background check, the applicant shall have 14 days in which to show the City and/or Licensing Authority that no conviction was entered; or that the charges were dismissed; or that some other disposition was reached which resulted in the charges or case being dismissed or the final adjudication of the charges against the applicant.
5. The City of Rifle Liquor Authority shall re-hear the original application with the new information. At the hearing, the applicant would have an opportunity to dispel or correct any criminal history relied on by the Authority. The applicant has the burden of dispelling, correcting, or providing further information regarding the applicant's criminal history. Because any approval by the City of Rifle Liquor Licensing Authority was conditional, the City of Rifle Liquor Licensing Authority shall make its decision on the license, application, transfer or registration de-novo with the additional information, but it may consider the veracity of the applicant with the omission of the information.

Monique Krolavich
Applicant/Agent for Applicant

July 4, 2011
Date

FOR CITY USE ONLY:

DATE APPLICATION RECEIVED: _____

PETITION

Name of Establishment: The X Point

Address: 139 w 3rd Rifle Type of Liquor License: Tavern/maim bar

By signing below, I am indicating my support for a Liquor License to be granted at the above named Establishment and Address.

| PRINTED NAME | SIGNATURE | OVER 21? | ADDRESS |
|-----------------------|--------------------|----------|---------------------------------------|
| 1. Ashley Morrison | <i>[Signature]</i> | Y | 191 Willow Cir. Rifle |
| 2. Jackie Knedler | <i>[Signature]</i> | Y | 1371 Lasso Ln Silt |
| 3. Andrea Eden | <i>[Signature]</i> | Y | 800 S. White River Ave Rifle |
| 4. Dale Zaehling | <i>[Signature]</i> | Y | 1501 Rail Road Ave #38 R. F/R |
| 5. Karina Montgomerie | <i>[Signature]</i> | Y | 1501 Rail Road Ave #37 Rifle |
| 6. Tia Stringfield | <i>[Signature]</i> | Y | 800 S. White River Ave. Rifle |
| 7. Courtney Grey | <i>[Signature]</i> | yes | 800 S. White River Ave #208, Rifle |
| 8. Melissa Sparkman | <i>[Signature]</i> | yes | 800 S White River Ave #1 DR Rifle |
| 9. Mary Boynton | <i>[Signature]</i> | Yes | 200 W 20th St Lot D3 Rifle CO |
| 10. Amy Boynton | <i>[Signature]</i> | Yes | 200 W 20 St Lot d3 Rifle CO |
| 11. Linda Plesso | <i>[Signature]</i> | Yes | 1992 Promontory Circle Rifle CO 81650 |
| 12. Mike Plesso | <i>[Signature]</i> | Yes | 1992 Promontory Circle Rifle CO 81650 |
| 13. Angela Myers | <i>[Signature]</i> | yes | 1005 W 2nd Rifle Co 81650 |
| 14. Kelly Carter | <i>[Signature]</i> | yes | 100 E 5th St. Rifle, CO 81650 |
| 15. Corinne Bowker | <i>[Signature]</i> | Yes | 2171 County Rd. 245 New Castle, 81647 |
| 16. Jon Dederick | <i>[Signature]</i> | yes | 9674 CR 311 Silt, CO 81652 |
| 17. Namira Horton | <i>[Signature]</i> | yes | 229 S. 9th St. Rifle CO 81635 |
| 18. Dana Morgan | <i>[Signature]</i> | yes | 607 McCarron Ct. Rifle CO 81650 |
| 19. Barb Nichols | <i>[Signature]</i> | yes | 2893 E Ave Rifle, CO 81630 |
| 20. Mary Rogers | <i>[Signature]</i> | Yes | 151 Cedar Breaks Rifle 81650 |
| 21. Dave Chasler | <i>[Signature]</i> | Yes | 1217 Fair Ave Rifle CO 81650 |
| 22. Karina Schaefer | <i>[Signature]</i> | yes | 441 E 10th St Rifle CO 81650 |
| 23. Karla Whitt | <i>[Signature]</i> | yes | 1022 E 8th Rifle Co |
| 24. Abby Flesch | <i>[Signature]</i> | Yes | Box 1808 Rifle, CO |
| 25. Susan Warden | <i>[Signature]</i> | yes | 1200 N. Main St Silt Co. |



RIFLE POLICE DEPARTMENT

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

Memorandum

To: Lisa Cain, City Clerk
From: Valerie Shanahan, Office Manager
Date: 07-15-2011
Re: Monique Krelovich, Liquor License Applicant, Fingerprint Results

Colorado Bureau of Investigation fingerprint search results have been received for liquor license applicant, Monique Chelsea Krelovich:

01/27/2007 Garfield County Sheriff's Department
Harassment / Domestic Violence

FBI results have not yet been received.

/vms



Office: (970) 665-6500 • Fax: (970) 665-6522 • www.rifleco.org





To: Mayor and City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Thursday, August 11, 2011
Subject: Liquor License Transfer Application - Cheermeister

Currently, the tavern liquor license at 401 Railroad Avenue is held by Suleiman Abuhalmeh d/b/a Cheermeister. I have received an application from Cheermeister, a corporation, to transfer the application from Mr. Abuhalmeh to itself. Mr. Abuhalmeh is the President of Cheermeister; Clinton Smith is the Vice-President. Attached are fingerprint search results on Mr. Smith.

The Rifle Municipal Code outlines the procedure for transfer applications:

Sec. 6-5-80. Change of ownership; hearing.

- (a) All applicants for the issuance of a license by reason of transfer of ownership of the business, or of possession of the licensed premises, shall file with the City Clerk an application on forms provided by the State Licensing Authority and the Liquor Licensing Authority. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees as set forth in Appendix A to this Code.
- (b) The Chief of Police shall conduct an investigation of the character of the applicant, pursuant to the process set forth in Section 6-5-50(b)(2) above.
- (c) If the City Clerk recommends approval of the change of ownership after the investigation, no hearing is necessary, and the change of ownership shall be scheduled for Liquor Licensing Authority consent within thirty (30) days.
- (d) If the City Clerk does not recommend approval of the change of ownership after the investigation, the Liquor Licensing Authority shall schedule a public hearing and provide notice pursuant to Section 12-47-311, C.R.S. **The Liquor Licensing Authority shall hold a public hearing in accordance with Section 6-5-100 below, and it shall consider only the character of the applicant. The applicant shall be required to submit information concerning good moral character, the applicant's ability to conduct the business according to law and the applicant's source of funding.**

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. Cheermeister - Suliaman ^{Abu} Halim

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 <u>Bookcliff Lodge #45</u> | Tenant <u>Cheermeister</u> | Expires <u>11/1/2004</u> |
|--|-------------------------------|-----------------------------|

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 |
|------|---------------|-------------|----------|
| | | | |
| | | | |

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

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

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

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

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

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

17a. Name of Manager (for all on-premises applicants) _____ (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (OR 8404-1). Date of Birth _____

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 8404-1 (Individual History record), and submit finger print cards to their local licensing authority.

| NAME | HOME ADDRESS, CITY & STATE | DOB | POSITION | % OWNED |
|---------------------|----------------------------|-----|----------------|---------|
| Clinton J. Smith | | | Vice President | 50 |
| Suleiman AB Khalime | | | President | 50 |
| | | | | |
| | | | | |

*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

Clinton J. Smith

vice president
 president

4/24/11
 4/24/11

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

Date application filed with local authority

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

4-28-11

8-17-11

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-1 (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 (allest)

Title

Date

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 Cheermeister | | | | |
| 2. Your Full Name (last, first, middle) Smith Clinton James | | | 3. List any other names you have used. Clint Smith | |
| 4. Mailing address (if different from residence) | | | Home Telephone | |
| 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 | | | | |
| 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 |
| Mostar Directional | 3531 78 Ave S.E., Calgary AB | TRC 127 D.D. | 3/09 | Present |
| Scientific Drilling Int'l | 1100 Rankin Road, Houston TX | 77073 DD | 1/05 | 1/09 |
| 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 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

DUI 1991, DUI Charge pending 3-9-11

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

DUI

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.

| | | | |
|--------------------------------------|-------------------------------|---|---|
| 13a. Date of Birth | b. Social Security Number SSN | c. Place of Birth | d. U.S. Citizen? |
| | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| e. If naturalized, State where | | f. When | g. Name of District Court |
| h. Naturalization Certificate Number | i. Date of Certification | j. If an Alien, Give Alien's Registration Card Number | k. Permanent Residence Card Number |
| l. Height | m. Weight | n. Hair Color | o. Eye Color |
| 6'5" | 330 | Brn. | Grn. |
| p. Sex | q. Race | r. Do you have a current Driver's License? If so, give number and state | |
| M | W | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

14. Financial Information.

a. Total purchase price \$ 100,000⁰⁰ (If buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases and fees paid \$ 60,000

c. Provide details of investment. You must account for the sources of ALL cash (how acquired). Attach a separate sheet if needed.

| Type: Cash, Services or Equipment | Source: Name of Bank; Account Type and Number | Amount |
|-----------------------------------|---|--------|
| CASH | | 23,000 |
| EARNED INCOME | | 47,000 |
| | | |
| | | |

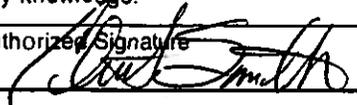
d. Loan Information (attach copies of all notes or loans)

| Name of Lender and Account Number | Address | Term | Security | Amount |
|-----------------------------------|---------|------|----------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

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 | Title | Date |
|  | vice president | 4/24/11 |



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Clinton James Smith, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Clinton James Smith

4/24/11

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Clint Smith

By signing this document, the applicant acknowledges that any approval by the City of Rifle Liquor Licensing Authority is **CONDITIONAL** with the following conditions regarding the fingerprint/background check conducted by the City of Rifle Liquor Licensing Authority:

1. That the Applicant hereby acknowledges and understands that disclosure of all criminal convictions does not guarantee approval of a license, transfer, application or registration, and that final approval comes only after the City of Rifle Liquor Authority has approved the license, application, transfer or registration, which will only occur after the completion of the fingerprint/background check.
2. That any liquor license, transfer, application, or registration is approved conditionally on the grounds that the applicant has successfully completed a criminal background check conducted by the Rifle Police Department, and that this investigation discloses no prior criminal convictions which have not been previously disclosed by the applicant. Though a criminal background check may disclose no criminal convictions, this is not a guarantee that the City of Rifle Liquor Authority will approve the license, transfer, application or registration. The award of any license, transfer, application or registration is the sole responsibility of the City of Rifle Liquor Authority, and is subject to the Authority's approval upon completion of a hearing before the Authority.
3. In the event that a completed criminal background check shows that the applicant does indeed have criminal conviction(s) which have not been previously disclosed by the applicant, the applicant is aware that the conditionally approved license could be suspended or revoked by the City of Rifle Liquor Authority.
4. That in the event a prior criminal conviction, which has not been previously disclosed, is shown by the criminal background check, the applicant shall have 14 days in which to show the City and/or Licensing Authority that no conviction was entered; or that the charges were dismissed; or that some other disposition was reached which resulted in the charges or case being dismissed or the final adjudication of the charges against the applicant.
5. The City of Rifle Liquor Authority shall re-hear the original application with the new information. At the hearing, the applicant would have an opportunity to dispel or correct any criminal history relied on by the Authority. The applicant has the burden of dispelling, correcting, or providing further information regarding the applicant's criminal history. Because any approval by the City of Rifle Liquor Licensing Authority was conditional, the City of Rifle Liquor Licensing Authority shall make its decision on the license, application, transfer or registration de-novo with the additional information, but it may consider the veracity of the applicant with the omission of the information.

Clint Smith
Applicant/Agent for Applicant

4/24/11
Date

FOR CITY USE ONLY: DATE APPLICATION RECEIVED: _____



RIFLE POLICE DEPARTMENT

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

Memorandum

To: Lisa Cain, City Clerk
From: Valerie Shanahan, Office Manager
Date: 07-15-2011
Re: Clinton James Smith, Cheermeister Liquor License Transfer

FBI and Colorado Bureau of Investigation fingerprint search results have been received for Cheermeister liquor license transfer applicant, Clinton James Smith:

| | |
|------------|--|
| 02/18/1990 | Colorado State Patrol DUI |
| 09/09/1998 | Colorado State Patrol Warrant arrest, failure to appear |
| 03/09/2011 | Garfield County Sheriff's Department DUI |

Additionally, Rifle Police Department records indicate the following activity regarding Mr. Smith:

| | |
|------------|--|
| 12/30/2008 | Rifle Police Department Disorderly Conduct summons issued, related to a bar fight |
| 07/08/2011 | Rifle Police Department DUI |

/vms





Memorandum

August 10, 2011

Rifle City Council
202 Railroad Ave.
Rifle, CO 81650

RE: Rifle Boat Ramp Civil Engineering

Dear Council,

The Visitor Improvement Fund Board voted unanimously to approve the selection of **Colorado River Engineering** for the development of the Rifle Boat Ramp design. This will include site plan development for the construction of a new boat ramp and improved site surrounding the area. The estimate came in at \$7,500 with a 25% donation in time.

Other firms submitting proposals were SGM, (\$18,040) and Red Mountain Civil, Inc. (\$13,800).

The 2011 VIF Budget included a Special Projects category including the Boat Ramp Engineering of \$20,000. Of that \$12,936 has been expended for the Environmental Studies (Wetlands, Threatened and Endangered Species) as well as the Cultural Resources Study in order to obtain the Lease Agreement with CDOT and needed Army Corps of Engineers 404 Permit for the new boat ramp relocation area.

He will be working closely with Steve Dahmer of Environmental Solutions, Inc. who completed the Environmental Studies.

Thank you for your consideration and approval of the expenses.

Sincerely,

Helen Rogers
For the
Visitor Improvement Board



August 5, 2011

City of Rifle
Visitors Improvement Fund Advisory Board
c/o/ Helen Rogers
Via Email: hrinteriordesign@msn.com

RE: Job #887 Engineering Proposal
Rifle Boat Ramp 100 Year Floodplain Analysis

Dear Helen:

Colorado River Engineering, Inc. (CRE) has prepared this letter proposal for engineering services in support of development of the Rifle Boat Ramp project. Services will be provided to develop a site plan design sufficient for construction of the project. We propose to complete engineering tasks in accordance with RFP scope of services (attached). The work tasks will be completed with a not to exceed limit of \$7,500. Billings would be completed on a time and expense basis in accordance with our standard 2011 rate sheet. Actual hours and costs are expected to exceed the limit and a 25% deduction of the total cost will be donated.

If you find this proposal acceptable we have attached the enclosed signed contract for your review and approval. Also attached is a Summary of Professional Services provided by Colorado River Engineering, Inc.

If you have any questions, please do not hesitate to call (970-625-4933).

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Manera", is written over a horizontal line.

Christopher Manera, P.E.

CM:cm
Proposal8-5-2011.doc



SUMMARY OF PROFESSIONAL SERVICES

WATER RIGHTS

- Development of water supplies, water rights planning and portfolio development
- Historic use studies, change of use and water right transfer cases
- Augmentation plans, water use accounting programs
- Water rights yield analysis, and river system modeling
- Water rights review real estate transactions

MUNICIPAL & DISTRICT SERVICES

- Master planning and project development, service plans and rate schedules
- Staff engineering review, design, and construction management

STORM WATER DRAINAGE & FLOOD HYDROLOGY

- Floodplain delineation, 100 year rainfall events and Probable Maximum Precipitation
- Drainage plans and site grading
- Reservoir and watershed yield studies and modeling
- Sedimentation and water quality runoff protection and best management practices

GROUNDWATER

- Alluvial and bedrock groundwater exploration and geologic investigations
- Well permitting and water rights development
- Groundwater quality testing and system treatment/delivery design
- Groundwater monitoring programs

HYDRAULIC DESIGN

- Water demand estimates municipal, irrigation, and industrial water systems
- Water diversion structures and transmission pipelines and canals design
- Water treatment facilities, potable water system design and review
- Hydroelectric feasibility, design, and permitting
- Water storage facility design and inspection

DAMS AND RESERVOIRS

- Design of small dams and permitting, feasibility investigations, rehabilitation design
- Dam inspection and evaluation
- Hydrology studies and dam hazard analysis
- Spillway and outlet works design

LAND USE DEVELOPMENT

- Residential and Municipal land development planning
- Land use design and permitting
- Water system, sewer, road, and storm water runoff infrastructure design
- Contract and Bid document preparation, construction observations and management



2011 RATE SCHEDULE

| <u>PERSONNEL / SERVICE</u> | <u>RATE</u> |
|--|---------------|
| Principal Engineer | \$125.00/Hour |
| Principal Engineer II | \$115.00/Hour |
| Project Engineer | \$105.00/Hour |
| Project Engineer II | \$95.00/Hour |
| Staff Engineer/Construction Mgmt. | \$85.00/Hour |
| Jr. Staff Engineer | \$75.00/Hour |
| Engineering Technician | \$65.00/Hour |
| Draftsman | \$55.00/Hour |
| Construction Inspector/Technician | \$50.00/Hour |
| Draftsman II | \$45.00/Hour |
| Secretarial Services | \$37.00/Hour |
| Engineering Intern- Draftsman/Technician | \$30.00/Hour |

Vehicle Mileage

\$0.51/Mile

Travel lodging and meals, equipment rental, copying/blueprints, and other miscellaneous expenses will be billed directly to the client.

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the ____ day of _____ in the year 2011, by and between _____ (hereinafter called OWNER) and COLORADO RIVER ENGINEERING, INC. (hereafter called ENGINEER).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall perform the engineering services as set forth in the attached letter dated _____ (hereinafter referred to as the PROJECT).

ENGINEER shall perform professional services in accordance with generally accepted engineering practices in this area for the use of OWNER.

OWNER shall pay ENGINEER for services rendered in accordance with the 2011 rate schedule, attached hereto. In the event the PROJECT extends beyond 12/31/2011, a revised schedule with reasonable fee adjustments shall be submitted to the OWNER for approval, and OWNER agrees to pay for services rendered after that date in accordance with the revised schedule.

Daily time sheets will be kept in the office of the ENGINEER, showing the time each person engaged directly on the PROJECT devoted to the work. Records of reimbursable expenses will also be kept by the ENGINEER. These records of time and expenses will be available to audit by OWNER at any time during regular business hours.

ENGINEER shall prepare monthly statements of charges for services rendered and for reimbursable expenses incurred. Such statements shall be submitted to OWNER within fifteen (15) days of the end of each calendar month. Payments of amounts due shall be made by OWNER within (30) days after receipt of each invoice.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill *therefore*, the amounts due ENGINEER shall include a charge at a rate of 1 1/2% per month from said sixtieth day plus attorney's fees for collection and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

The work of the ENGINEER may be terminated and this Agreement canceled by the OWNER at any time upon giving ENGINEER ten (10) days prior written notice, in which event OWNER will reimburse ENGINEER for costs incurred or paid and a reasonable fee based thereon up to the effective termination date.

OWNER and ENGINEER have discussed their risks, rewards, and benefits of the PROJECT and the ENGINEER's total fee for services. The risks have been allocated such that OWNER agrees to the fullest extent permitted by law, ENGINEER'S total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the greater amount of the services billed or \$50,000. Such causes include but are not limited to ENGINEER'S negligence, errors, omissions, strict liability, breach of contract or breach of warranty. ENGINEER shall not be responsible for the acts or omissions of any other persons except his own employees and agents performing any of the work on the PROJECT.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER
Company * _____

ENGINEER
Colorado River Engineering, Inc.

Signature _____



Name/Title _____

Christopher Manera, President

Date _____

Billing Address

RFP
SCOPE OF ENGINEERING SERVICES-RIFLE BOAT RAMP

The City of Rifle, through the Visitor Improvement Advisory Board, is requesting engineering services for the design of improvements for the Rifle Boat Ramp project. The project is located along the Colorado River at the Colorado Department of Transportation (CDOT) Rest Area located in Rifle Colorado. The scope of work will involve engineering design and preparation of construction drawings for the site plan development. The facilities to be included in the site plan are shown on the Proposed Site Plan attached as Sheet 1. Generally the design includes roadways, trails, parking areas, and a boat ramp design. The site plan will include the level of detail required to construct the improvements. The design will incorporate design details to meet floodplain regulations and will incorporate design recommendations from the projects wetlands consultant.

Construction drawings will meet applicable portions of the City of Rifle Site plan submittal requirements (RMC Sec. 16-6-40) and will be submitted to the City and CDOT for final review. The design submittal will include as a minimum:

- General Location map 1:24000 scale showing project location Section, Township Range.
- Project overview map showing CDOT parcel and surrounding property ownership per assessor information.
- Plan and profile geometry for all trails and road ways. Cross sectional typical sections showing widths and dimensions of road ways and improvements. The design shall incorporate the roadway, trail, and parking area design sections to be provided by the City of Rifle. The engineer shall provide the design sections for the boat ramp construction.
- Spot elevations and grading details to construct all improvements. The improvements identified as future on the site plan should be included in the design.
- Detail sheets will be provided illustrating the construction details of all project components. Where appropriate the design will use details and specifications from the City of Rifle Public Works manual or the CDOT M drawings or specifications. Specifications for improvements not included in the city or CDOT documents will be provided by the engineer to supplement the design drawing set.
- Stormwater management plan development. Include design mapping and details for all stormwater BMP's. Supporting application packet and manuals or reporting forms to support an application the Colorado Department of Public Health and Environment as well as implementation of monitoring during construction.

The design will incorporate analysis of floodplain conditions and make design improvements in accordance with FEMA regulations and the City of Rifle's Floodplain standards (RMC 16-12-10). The engineer will analyze the current site plan with respect to floodplain mitigation and prepare a letter report identifying the

existing conditions, impacts, mitigation, or site plan change recommendations required for the project. The work should include meeting time with the city and CDOT to review floodplain impacts and site plan issues prior to moving towards final design. The engineering proposal should allow for adjustments to the current site plan layout to accomplish the design goals. The final design will examine the feasibility of utility connections for water, sewer, and electric service to the site. The site plan should include phasing of utilities as necessary to accommodate future phases of the project. The floodplain review and hydraulic analysis will also examine the road crossing through the wetlands area and provide the design for drainage under the roadway. The design drawings will include sufficient detail to show the wetland areas impacted from construction as well as the details for the wetland crossing design.

The work shall include a pre design meeting with the board to review project history and site design goals. The site layout shall be submitted at the 30% design level to review with the board to show the general layout of facilities prior to detailed grading and details are generated. Services to be provided by others include surveying, geotechnical engineering, permitting through the US Army Corp of Engineers, and a landscaping plan.

Scope of Services.doc

July 25, 2011



Ms. Helen Rogers
Visitor Improvement Fund
City of Rifle
202 Railroad Ave.
P.O. Box 1908
Rifle, CO 81650
Sent via email: hrinteriordesign@msn.com

Re: Proposal letter and scope of work for the Proposed Boat Ramp in Rifle

Dear Mr. Mathis,

This letter is to present the proposal for civil engineering items following the provided scope as of July 13th, 2011. Due to my absence I would not be present at the time the final scope is established. I can certainly revisit these elements should the scope change. According to the July 11th draft, I have the following:

| | |
|---------------------------------------|---|
| Location Map and Site Plan | \$600 |
| w/ Property Map and Contacts | |
| Plan and Profiles | \$800 |
| Grading Plan for Staking | \$800 |
| Drainage/Wetland Impact Plan | \$1,200 |
| Details and Notes | \$800 |
| Utility Services Plan | \$600 |
| Erosion Control Plan/BMP Packet | \$800 |
| Agency Meetings/Documentation | \$1,200 |
| Cost Estimates | \$600 |
| River/Channel Hydraulics (Floodplain) | \$3,200 |
| Utility Feasibility Study | \$1,200 |
| Preliminary Engineer's Report | \$800 |
| Final Engineer's Report | \$1,200 |
| TOTAL ESTIMATED FEES | \$13,800, plus mileage and expenses |

It was not noted that construction observation should be included in the proposals at this time. We certainly anticipate our involvement in coordination with City and CDOT officials and would like to provide such proposal information at a later time for construction phase services.

It is worth noting the hydraulics study presumes that cross sections will be surveyed by others and provided to RMC for use in the digital modeling.

This is to get all documentation to an approved and construction ready level.

If this is acceptable, please respond to RMC via email or in writing. Please do not hesitate to call if you have questions. If the scope changes during my absence, I do request an opportunity to revise this proposal after I return on the 24th of July.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Rick L. Barth'.

Rick L. Barth, P.E. 36749
Red Mountain Civil, Inc.

NHC Feasibility Study – Ph 1

FEB 2011
Silt, CO 81652
970-876-7137

RED MOUNTAIN CIVIL, INC.



August 8, 2011

City of Rifle
Visitor Improvement Advisory Board
Helen Rogers
Via Email: hrinteriordesign@msn.com

RE: Rifle Boat Ramp Proposal

Dear Helen:

We appreciate the opportunity to provide you this proposal for the Rifle Boat Ramp engineering services for the City of Rifle and the Visitor Improvement Advisory Board. SGM will provide the Scope of the Services as presented in the August 3rd, 2011 RFP prepared by CRE. We have briefly summarized the task list and provided associated costs by those tasks below.

Based upon our recent site visit, the project appears straightforward with the critical issue being the early identification of floodplain issues and how those issues may affect site layout. We would propose to provide the floodplain analysis as an initial task in order to firm up the site plan and proceed to final design quickly thereafter.

Per the RFP, this proposal includes only the Civil engineering aspects of the project, as services provided by others include surveying, geotechnical engineering, USACE permitting and landscape planning.

I have outlined the tasks presented in our meeting last week at your office and have provided estimated costs associated with each of the items below:

| <u>Task</u> | <u>Cost</u> |
|--|---------------|
| 1. Floodplain Analysis | \$1120 |
| 2. Location and Overview Map | \$600 |
| 3. Plan and Profile Roads and Trails and Cross Section details | \$8760 |
| 4. Grading and Spot Elevation Plan | \$2760 |
| 5. Incorporate City, CDOT and SGM construction | \$1280 |
| 6. Provide Stormwater Management Plan | \$1280 |
| 7. Project Management (Coordination and Meetings) | \$2240 |

The total estimated cost to complete this scope of services as defined in the RFP is **\$18,040**. We would intend to use this number as a top set NTE amount, unless there is a change of scope during the project, and invoice on a T & M basis for actual time

ASPEN

101 FOUNDERS PLACE, UNIT 102
PO Box 2155
ASPEN, CO 81611
970.925.6727
970.925.4157 FAX

CRESTED BUTTE

407 FOURTH STREET
PO Box 3088
CRESTED BUTTE, CO 81224
970.349.5355
970.349.5358 FAX

GRAND JUNCTION

573 WEST CRETE CIRCLE,
BUILDING 1, SUITE 205
GRAND JUNCTION, CO 81505
970.245.2571
970.245.2871 FAX

MEEKER

320 THIRD STREET
MEEKER, CO 81641
970.878.5180
970.878.4181 FAX



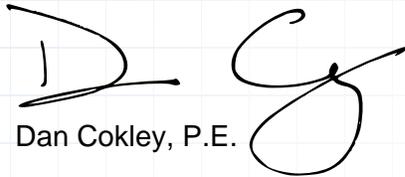


incurred. We propose to complete the work tasks and provide construction plans for your review by 60 days following the Notice to Proceed, the only caveat to this schedule that is beyond our control is the ability to coordinate plan review with CDOT as well as receipt of information from other subconsultants as needed.

Please review the proposal and do not hesitate to contact me at 384-9009 if you need clarification or have additional questions or requests. If this proposal is acceptable to you we will provide a letter agreement for your signature that references the scope of services detailed above.

Sincerely,

SCHMUESER GORDON MEYER

A handwritten signature in black ink, appearing to read 'D C', with a large, stylized flourish at the end.

Dan Cokley, P.E.



MEMORANDUM

To: John Hier, City Manager, Mayor and City Council
From: Charles Kelty, Finance Director *ck*
Date: August 11, 2011
Subject: Water Treatment Plant Financing Consulting Services

I respectfully request City Council's approval to engage James Manire of BLX Advisors to provide water treatment plant financing consulting services. The City worked with James Manire several years ago during the Wastewater Treatment Plant Financing project. Attached is the proposal, however below are several excerpts.

Below is the scope of work BLX would perform:

The Projects are defined to include capital improvements and acquisitions undertaken during the term of this Agreement, which are to be financed by the City or by a related through the issuance of the Securities. The Projects may also include the refinancing or defeasance of the City's outstanding Securities. The Projects are defined to specifically include the planned financing of a new water treatment facility for the City, which is estimated to require capital expenditures in the range of \$26 million to \$30 million.

The Projects may also include activities of an analytical or consulting nature, including during the evaluation stages of a proposed financing ("Consulting Projects"). These may include capital improvement planning, cash flow or other financial analysis, evaluation of financing proposals, or other activities which the City directs the Financial Advisor to pursue on its behalf.

Below is a summary of compensation for this project:

The Financial Advisor will be paid a Retainer of \$900 per quarter during the term of the engagement.

The Financial Advisor will also be paid a Transaction Fee due at the closing of any of the Financings, in an amount based on the following benchmarks for fixed-rate Financings:

| | |
|---------------------------------|-----------|
| Issues of \$5,000,000 or less: | \$ 12,500 |
| A \$25,000,000 issue | 24,500 |
| A \$50,000,000 issue or greater | 39,500 |

In the event that the Financing is executed in the form of a loan agreement under the Drinking Water Revolving Fund or the Clean Water Revolving Fund administered by the Colorado Water Resources and

Thank-you



FINANCIAL ADVISORY SERVICES ENGAGEMENT

BLX Group LLC (the "Financial Advisor") hereby submits this Agreement to serve as financial advisor to the City of Rifle, Colorado, (the "City") with respect to the Services defined below. Acceptance of this agreement by both parties will define and formalize the tasks and scope of work that will be accomplished by the Financial Advisor.

SERVICES

The Financial Advisor's Services will include, but are not limited to, the following:

1. Develop a financing plan for the Projects defined below based on the City's estimates of construction costs, available cash reserves, and financing options;
2. Develop a financing structure, including sizing and repayment schedules, for leases, bonds, loans, financing agreements or other instruments (the "Financings") which the City may issue or enter into from time to time during the term of this Agreement;
3. Review with City personnel and the City's bond counsel any election requirements for the proposed Securities;
4. Assist the City's bond counsel in the development of all basic documents necessary for the subsequent issuance of the Securities;
5. Assist in the preparation of the Preliminary and Final Official Statement to be used in offering the Securities;
6. Advise the City on the uses of, and coordinate the City's application for, ratings and/or insurance for the Securities;
7. Advise the City on market conditions which might be expected to influence interest rates and/or the ability to market the Securities;
8. Advise the City on the appropriateness of various methods of sale for the Securities, including competitive sale, negotiated sale, state loan programs, or direct purchase;
9. In the event of a competitive sale of the Securities, coordinating the bidding process for the Securities, including registration on internet bidding platforms, and providing a liaison between the City and the senior managing underwriter;
10. In the event of a negotiated sale of the Securities, advise the City regarding, and coordinate the selection process for, underwriters. This will include at the direction of the City, the development of a Request for Underwriting Proposals ("RFP"), the distribution of the RFP to qualified underwriting candidates, and the evaluation of the content of the proposals received from the underwriting candidates. The Financial Advisor will assist the City in negotiating the terms of engagement for the selected underwriters. The Financial Advisor will also act on the City's behalf in negotiating with the underwriters the final terms of the Securities, including the interest rates for each maturity, early redemption features, and original issue discounts or premiums;

11. Participate in closing procedures for the Securities;
12. Assist the City in arranging for other services to be delivered by qualified providers as needed in the issuance of the Securities, including financial printers, paying agents and registrars, trustee banks, and certified public accountants;
13. Review and evaluate any unsolicited proposals received by the City to finance capital improvements, underwrite or market Securities, or refinance outstanding Securities;
14. Undertake any other reasonably required actions at the direction of the City to plan for and secure the issuance and delivery of the Securities.

THE PROJECTS

The Projects are defined to include capital improvements and acquisitions undertaken during the term of this Agreement, which are to be financed by the City or by a related through the issuance of the Securities. The Projects may also include the refinancing or defeasance of the City's outstanding Securities. The Projects are defined to specifically include the planned financing of a new water treatment facility for the City, which is estimated to require capital expenditures in the range of \$26 million to \$30 million.

The Projects may also include activities of an analytical or consulting nature, including during the evaluation stages of a proposed financing ("Consulting Projects"). These may include capital improvement planning, cash flow or other financial analysis, evaluation of financing proposals, or other activities which the City directs the Financial Advisor to pursue on its behalf.

AUTHORIZED REPRESENTATIVE

The City's Finance Director or his designee will direct the activities, identify Projects to be undertaken, and authorize the work to be performed of the Financial Advisor under this Agreement. The Authorized Representative will finalize the scope of services, compensation, reimbursements, or any other details with respect to the Services and the Projects.

COMPENSATION

The Financial Advisor will be paid a Retainer of \$900 per quarter during the term of the engagement.

The Financial Advisor will also be paid a Transaction Fee due at the closing of any of the Financings, in an amount based on the following benchmarks for fixed-rate Financings:

| | |
|---------------------------------|-----------|
| issues of \$5,000,000 or less: | \$ 12,500 |
| A \$25,000,000 issue | 24,500 |
| A \$50,000,000 issue or greater | 39,500 |

In the event that the Financing is executed in the form of a loan agreement under the Drinking Water Revolving Fund or the Clean Water Revolving Fund administered by the Colorado Water Resources and Power Development Authority, the Transaction Fee will not exceed \$17,500.

An escrow structuring fee of \$2,500 will be added to any advanced refunding issue.



If requested to provide services of a consulting nature with respect to Consulting Projects for which hourly compensation is deemed to be appropriate, the Financial Advisor will be compensated at hourly rate of \$225 for managing directors and \$165 for associate directors or analysts.

The Financial Advisor would submit any charges incurred for travel and lodging outside Colorado, as well as any charges incurred for hosting conference calls or renting conference facilities, for reimbursement to the City.

TERM

This Agreement shall be for a period concluding on December 31, 2011 (the "Initial Period"), and may be renewed for additional annual periods (the "Renewal Period" or "Renewal Periods") as agreed to by both parties.

This Agreement is subject to revision or amendment at any time by a writing signed by both parties hereto.

The Financial Advisor acknowledges that it may not be the sole provider to the City of the Services described herein. This Agreement is not to be construed as a promise on behalf of the City to provide the Financial Advisor with any minimum number of requests for services, level of work, or compensation or compensation beyond the Retainer described above.

The City may terminate this Agreement at any time, with or without cause, by giving the Financial Advisor thirty (30) calendar days written notice of termination. If this Agreement is terminated by the City, the Financial Advisor shall be entitled to just and equitable compensation for any work completed in accordance with the Agreement before the termination date set forth in such notice of termination. Except in the case of non-payment by the City, the Financial Advisor shall not be entitled to terminate this agreement during its term.

CITY OF RIFLE, COLORADO

By: _____

Date: _____

BLX Group LLC

James Manire
Managing Director

Date: August 11, 2011



Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: August 10, 2011
RE: Dump Truck

The Waste Water Treatment Plant is presently hauling its sludge from the belt press to the CacaLoco composting operation.

The plan had previously been paying Waste Management to haul the sludge to the landfill at an estimated cost of \$10,000 to \$15,000 per month.

The staff are presently using a borrowed trailer to haul the sludge. They would like to purchase a used dump truck for this purpose. We estimate the cost of an older used dump truck to be in a range of \$6,000 to \$8,000.

There are adequate funds available in the fleet revolving loan fund. I am requesting Council authorization to make this purchase.

Thanks,

John Hier
City Manager



Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: August 10, 2011
RE: MRI Solid Waste Agreement

Attached please find the proposed agreement with MRI regarding solid waste.

Our staff and City Attorney have been working on the details of the agreement for several months. We believe that it addresses all issues identified by the Council.

Thanks,

John Hier
City Manager

**CITY OF RIFLE, COLORADO
SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION
AGREEMENT**

THIS WASTE REMOVAL AND RECYCLABLES COLLECTION AGREEMENT (the “Agreement”) is made and entered into effective this 1st day of October, 2011, by and between the **CITY OF RIFLE COLORADO**, a home rule municipality whose address is 202 Railroad Avenue, Rifle, Colorado 81650 (the “City”) and **MOUNTAIN ROLL-OFFS INC.**, a Colorado Corporation (“Contractor” or “MRI”) having its principal place of business at 1800 Medicine Bow Court, Silt, Colorado 81652.

WHEREAS, the City has deemed it necessary for the protection of the safety, health and general welfare of its residents to have its residential solid waste removed and recyclables collected by Contractor; and

WHEREAS, Contractor has the necessary experience, equipment, expertise and financial capacity to provide such services to the residences of the City; and

WHEREAS, the City desires to enter into an agreement with MRI for the purpose of providing residential solid waste removal and recyclables collection services for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

A. Compost materials: Materials suitable for composting including cardboard, paper, newspapers, food and organic wastes, etc. that can be processed in a commercial composting facility.

B. Electronic waste: Computers, CRT monitors, laptops, flatscreen monitors, printers, faxes, copiers, keyboards, mouse, etc.

C. Hazardous materials Waste that is hazardous by reason of its pathological, explosive, radiological or toxic characteristics.

D. Recyclables: A combination of recyclable materials including newspapers, magazines, office paper, junk mail, telephone books, cardboard, paperboard, aluminum, tin, glass, plastic and other similar products comingled in a common container or in separate containers for collection.

E. Residence: A dwelling unit such as a home or an individual unit within multi-family structure, not including multi-family structures with eight (8) or more units or homeowners associations which provide their residents solid waste and recyclable collection services, apartments, hotels, motels, commercial trailers or mobile homes. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing.

F. Residential solid waste: Garbage, rubbish and trash, resulting from the normal activities of residences.

G. Special pickup materials: Waste materials scheduled for special pickup including but not limited to such items as tires, oil, batteries, appliances (including refrigerators), furniture (including televisions), tree limbs, and related materials.

2. EXCLUSIVE RIGHT.

Contractor shall be the only person, entity or corporation during the period of this agreement allowed to provide residential solid waste removal and recyclables collection services on behalf of the City. Even though the City provides solid waste removal services to commercial customers in the City and those accounts will be serviced by Contractor pursuant to this Agreement, Contractor agrees and acknowledges that the City cannot grant an exclusive right to service such commercial accounts. No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or part by Contractor without the express written consent of the City. In the event of any assignment authorized by the City, the assignee will assume any and all liabilities of Contractor as called for in this agreement.

3. SCOPE OF SERVICES.

Contractor agrees to provide the City with all specific services included in the Request for Proposals attached hereto as Exhibit A and incorporated herein by this reference, and as further enumerated herein.

All residences as defined herein shall be provided with weekly residential solid waste removal and curbside recyclables collection service under the same charge. The estimated number of residences in the City as of June 1st, 2011 is 2550. Any new residence within the City that comes into existence within the term of this Agreement shall likewise receive residential solid waste removal from Contractor upon the terms and conditions set forth in this Agreement. In addition, the City currently provides solid waste removal services to certain commercial customers, which accounts will be serviced by Contractor unless terminated by such commercial customers. Contractor shall provide recyclables services to any such commercial customers that request it at reasonable rates established by Contractor, and Contractor shall be responsible for billing its recyclables services to those commercial customers. In addition, Contractor shall be free to solicit new commercial customers within the City during the term of this Agreement.

Contractor shall provide said services between the hours of 7:00 A.M. and 5:00 P. M. (barring a vehicle breakdown that might extend the collection time past 5:00 P.M.), beginning on Monday and continuing until all established City collection routes have been completed. Contractor shall maintain the schedule of collection routes and days of collection which have been previously established by the City as set forth on Exhibit B attached hereto and incorporated herein by this reference. Days of service shall remain consistent throughout the life of the Agreement. Any permanent change in the route schedule shall not be made without the approval of the City, and in the event any route change is approved by the City, Contractor shall notify the affected residences a minimum of thirty (30) days in advance.

If a regularly scheduled route is interrupted by a Holiday, listed in Section 4 below, all routes for the remainder of that week may be delayed by one day. Contractor shall provide each residence in the City, on no less than an annual basis, a calendar setting forth the pick-up schedule. The calendar should clearly note any deviation from the normal pick-up due to holidays. In the event that Contractor needs to alter a pickup day from what is reflected on the

calendar, Contractor must provide notice to the Public Works Director and every residential customer no later than two (2) weeks prior to the scheduled change. Notice may be in writing or through a phone system set up by Contactor and approved by the City.

4. SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION PROCEDURES.

Residential solid waste removal and recyclables collection shall be provided on a door-to-door basis to all residences of the City. All residential solid waste shall be placed in a receptacle provided by Contractor as set forth in Section 5 below. Contractor shall establish a list of materials accepted for recycling and provide residences instructions for preparing the materials for recycling. Contractor shall not provide clean-up service where residential solid waste or recyclables have been scattered or are not in the designated containers.

Residential solid waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for pick-up. No vehicle shall be parked in front of the containers or otherwise positioned so as to obstruct or interfere with the collection function. Contractor shall have no obligation to pick up and empty any residential sold waste or recycling container unreasonably obstructed by vehicles or located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.

The regular residential solid waste removal service provided by Contractor need not include the hauling of construction or remodeling materials, waste, or debris, automobile or truck parts, trees or large branches greater than two and one half (2.5”) inches in diameter, dirt or rocks, or large appliances or equipment. These materials may be collected as set forth in “Special Pickups.” Leaves and small landscape cuttings, including mowing, may be placed in the regular waste pickup.

Contractor need not provide residential solid waste removal or recyclable collection services on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Observance of these Holidays does not exempt Contractor from the requirement of once a week service, but provides that the service will be provided one working day later during the week of the Holiday to residences.

In the event that severe or inclement weather, natural disaster or other acts of God prevent Contractor from providing collection services on the assigned day, Contractor shall notify the Public Works Director and arrange for postponement and rescheduling. Contractor shall notify each affected customer as to when the service will resume.

5. APPROVED CONTAINERS.

Contractor shall provide residences the option of one 64 gallon or one 96 gallon container as part of its service to the residence for residential solid waste removal at the monthly fee set forth in Paragraph 14. Residences may request additional containers as needed for the additional monthly fee set forth in Paragraph 14. Commercial customers served shall be provided containers up to 300 gallons as part of Contractor’s service to the commercial customer at the

rates set forth in paragraph 14. Contractor shall utilize the containers currently offered by the City and the City will provide Contractor the container identification number assigned to each residence. Contractor shall provide the City the identification number of any additional or replacement containers assigned to residences within ten days of its delivery of such container(s).

Contractor shall provide each residence two twenty gallon containers for recyclables, one medium blue for comingled recyclables and one bright yellow for compostable materials, as part of its service to the residence for residential recyclables collection. Additional containers may be purchased by residences from Contractor at a reasonable cost or residences may provide their own additional similarly styled recycling container. Additionally, residences may purchase from Contractor and own a recycling bin on wheels at a reasonable cost.

All recycling containers provided by Contractor shall be clearly designated and labeled for recycling. Each container shall have a label which clearly provides recycling instructions indicating which materials should be placed in each container (comingled recyclables in one container and compostable materials in a second container). To further the City's goal of providing bulking compost material to CacaLoca discussed in Section 6 below, the City agrees to deduct the actual costs of Contractor's purchase of one (1) recycling bin for each of the City's customers existing as of the date of this Agreement from the Purchase Price due from Contractor to the City pursuant to Section 13. Contractor shall thereafter be responsible for providing any new customers both recycling containers.

6. SOLID WASTE AND RECYCLABLES DELIVERY.

Recyclables, excluding compost materials, shall be delivered to a recycling center approved by the City. Any change to a different recycling center shall require City approval. The initial recycling center that shall be utilized for delivery of recyclables shall be Pitkin County Transfer Station. Contractor shall provide the City with a monthly report detailing the amount of recyclables delivered to the recycling facility.

Compost materials, such as cardboard, paper etc, which are properly placed within a separate container, shall be delivered to the compost site operated by CacaLoco Enterprises, Inc. at the City of Rifle Energy Innovation Center located at 2515 West Centennial Parkway, Rifle, Colorado 81650.

7. SPECIAL PICKUPS.

Contractor shall continue the special pickup services previously provided by the City for extraordinary materials. This service shall be provided at no additional cost in conjunction with the regular service schedule. The items that shall be included in special pickups shall include appliances, furniture, tree limbs (tied in bundles no longer than 4 feet, and 3 inches in diameter), tires, batteries, and oil. Electronic waste and hazardous waste not specifically listed need not be included in special pickups.

Limits per residence are as follows:

Tires: 4 per year.
Car batteries: 2 per year.
Oil: 2 gallon per month.
Appliances, including refrigerators: 3 per year.
Furniture, including televisions: 4 pieces per year.

The schedule for said special pickups shall be as follows:

1st Wednesday of month: Oil, batteries and tires.
2nd Wednesday of month: appliances.
3rd Wednesday of month: Furniture.
4th Wednesday of month: Tree limbs tied in bundles no longer than 4 feet and 3 inches diameter.

Residential customers desiring a special pickup shall contact Contractor by the Monday before the desired scheduled pickup day.

8. COLLECTION VEHICLES.

One of the primary purposes of the City in entering into this Agreement is to assure that properly maintained vehicles will provide residential solid waste removal and recyclables collection service within the City. Contractor shall therefore utilize collection vehicles that are maintained in a clean, first-class manner on a continual basis. Vehicles used within the City shall be thoroughly washed not less than once each week and shall be repainted as necessary. All collection vehicles shall have appropriate safety markings including highway lighting, flashing and warning lights, back up alarms, clearance lights, and warning flags, all in accordance with applicable statutes and local ordinances. All parts and systems of collection vehicles shall operate properly and be maintained in a first-class condition, and shall be replaced if excessive wear occurs to said vehicles. Contractor shall use its best efforts to maintain its collection vehicles in such a manner and to such a condition to ensure that no vehicle fluids or oils are discharged onto City streets or private premises.

Upon discovery by Contractor, or upon notice to Contractor by the City, of the failure of any of Contractor's collection vehicles to meet the requirements set forth above, Contractor shall remove such vehicles from further service within the City until such time as repairs are made to correct the problem. Any vehicles used to replace such defective vehicles during repair shall meet the same standards as are set forth in this section.

Except for Contractor's name and corporate logo, if any, and the phone number at which residents of the City may contact Contractor with service related questions, no advertising of any kind shall be permitted on any collection vehicles utilized within the City; provided that, with prior written City approval, special promotional messages relating to collection activities within the City and charitable organizations supported by Contractor may be permitted in the City's sole discretion.

All of Contractor's solid waste removal and recyclables collection vehicles operating within the City shall be equipped with two-way radios or cell phones. Contractor shall maintain a base station capable of reaching all collection vehicles operating within the City.

All collection vehicles shall be operated in accordance with City ordinances and shall observe all speed limits and traffic regulations. Collection vehicles traveling throughout the City to or from neighborhoods shall use collector streets and shall not travel upon residential streets to avoid traffic signals or other such devices or special traffic zones on collector streets. Any other vehicles operated within the City limits by Contractor shall comply with this standard.

During the first six (6) months of operation, Contractor may park vehicles overnight, and stage operations from the City's Public Works Operation and Maintenance Center with permission from the Public Works Director.

9. PERFORMANCE STANDARDS.

Contractor acknowledges and agrees that the City desires to provide superior residential solid waste removal and recyclables collection services to its residences in accordance with the standards set forth herein. The City believes that Contractor is capable and desirous of providing such superior service, and Contractor is, in fact, capable and desirous of providing such superior service. Accordingly, the following performance standards shall be strictly adhered to:

- Employees of Contractor shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise, avoid damage to public and private property, obey all City ordinances, observe and obey all traffic laws, adhere to the provision of this Agreement, and generally conduct themselves in an exemplary and professional manner. When on private property, each employee of Contractor shall follow the regular pedestrian walkways, paths and sidewalks, returning to the street after replacing empty containers. Contractor shall ensure that its employees do not trespass or loiter on private property, tread on or through flower beds, hedges or property adjoin the residence being serviced, deposit litter, or handle tangible items that are not waste or recyclables placed for collection.
- If any person employed by Contractor to perform collection services is, in the opinion of the City Manager, incompetent, disorderly or otherwise unsatisfactory, the City shall document the incompetent, disorderly or unsatisfactory conduct in writing and shall transmit the documentation to Contractor with a demand that such conduct be corrected. Contractor shall investigate any written complaint from the City regarding any unsatisfactory or incompetent performance by any of its employees. If the objectionable conduct is repeated, the City may require that the person be removed from all performance of work within the City under this Agreement. Any such demand by the City shall be in writing.
- Each employee shall wear a clean uniform bearing Contractor's name.

- Contractor shall provide operating and safety training for all of its employees. Each vehicle shall be equipped with a first aid kit.
- Non-discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, gender or sex, age, handicap, veteran's status or national origin.
- Contractor shall take ensure that applicants are legally employed and that employees are treated equally during employment without regard to race, color, creed, religion, gender or sex, age handicap, veteran's status or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training; provided, however, Contractor may make various determinations regarding the foregoing based upon performance, seniority and other non-discriminatory standards.

10. CUSTOMER SERVICE.

Contractor shall be responsible for performing all customer service functions including informing residences of the nature and schedule of current services, handling and resolving resident complaints and responding to each resident complaint within twenty four (24) hours of receipt by Contractor. Contractor shall maintain a local telephone number and electronic mail address for direct resident access. Contractor shall provide to the City, within thirty (30) days of the date of execution of the Agreement, a statement of service standards and mission statement, and shall enforce the standards and mission statement throughout the term of this Agreement. If a customer complaint is complex, Contractor shall set up a meeting with the customer so that a mutual resolution can be found. Contractor will track all complaints, and report them to the City on a quarterly basis.

The City shall be responsible for managing all individual accounts and billing customers. Contractor shall maintain regular communication with the City, including via e-mail, and be available and responsive to City staff regarding new accounts, billing information and charges.

11. CUSTOMER INFORMATION AND EDUCATION.

Contractor shall distribute an information packet to each residence fifteen (15) days prior to the first day of pickup pursuant to this Agreement. The information packet shall include a welcome letter, a map of the City showing which areas of the City will be serviced on each day, observed Holidays, acceptable materials which may be placed in the residential solid waste containers and recycling containers, non-acceptable materials, materials which may qualify for special pickup, and materials which may be picked up for an additional charge. The information packet will also include the company phone numbers and hours of operation along with an emergency number. The packet will also provide customers with the company's website address.

The packet shall include information specific to the recyclables collection program which at a minimum shall include the following:

- Information regarding the closure of the City's recycling center.
- A list of materials that can be placed into recycle containers.
- Instructions on proper preparation of recyclables.
- Instructions on how to purchase additional recycle containers.
- Information on which day recyclables will be collected, which shall be the same day residential solid waste removal occurs.
- Contractor shall work with the City to prepare a comprehensive educational program for citizens concerning recycling. The program will describe how curbside recycling works, provide information on recyclable materials, and provide information on how and where the recyclable materials are processed. The program shall be in a format suitable for publication on the City's local government TV channel. Contractor shall also advertise the recycling program in the local newspaper on a monthly basis and provide the City with recycling "flyers" which include recycling tips and educational information. These flyers shall be provided to the City on a quarterly basis and shall be in a format suitable for the City to place them into the City's water utility billing envelopes.
- Contractor shall develop an annual report to the City which shall provide information concerning Contractor's experience with providing the service to City residences. This presentation shall specifically address recycling. This report shall be presented to the City at a regular City Council meeting no later than December of each year.

12. SPECIAL CONDITIONS.

Contractor will offer to hire the existing City sanitation truck employee and if employee accepts the offer, hire said employee at an hourly rate of \$22.81 per hour. The employee shall be provided 120 hours of vacation and 16 hours of floating holiday leave in addition to regularly observed Holidays. Health and insurance benefits shall be provided to the employee substantially consistent with those presently being provided by the City. Retirement benefits shall be provided to the employee equal to those presently being provided by the City or Contractor shall compensate such employee equivalently.

Contractor shall provide commercial solid waste removal and recyclables collection services to the City owned facilities listed on Exhibit C at no cost.

13. PURCHASE OF EXISTING INVENTORY.

Contractor shall purchase the City's existing inventory of containers and collection vehicles as per Schedule A of the RFP response which is attached hereto and made part of this

Agreement. The total cost of said purchase may vary as the City may be in process of purchasing additional containers prior to the execution of this agreement. In that event, the purchase of the new containers shall be calculated at the time of execution of this Agreement, and the payment amount shall be adjusted accordingly. Payment shall be made simultaneously with the execution of this Agreement.

14. COMPENSATION.

During the term of this Agreement, the City shall pay Contractor the following rates for solid waste removal and recyclables collection services provided in this Agreement:

Pickup, Monthly Fee (Residential)*

| | |
|------------------------|---------|
| 64 Gallon | \$11.11 |
| Extra - 64 Gallon/each | \$8.00 |
| 96 Gallon | \$13.40 |
| Extra - 94 Gallon/each | \$10.00 |

*includes two recycle containers as per paragraph 5

Pickup, Monthly Fee (Commercial)*

| | |
|------------|---------|
| 64 Gallon | \$11.75 |
| 96 Gallon | \$14.85 |
| 300 Gallon | \$38.00 |

*does not include recyclables collection services

Senior Citizens above 65 years in age, shall receive residential services at 80% of the above rates.

Contractor shall invoice the City on a monthly basis for solid waste removal and recyclables collection services listing by address, the service, name and type of collection, including number and size of containers at each residence or business.

Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business, such as revised laws or regulations, changes in location of disposal sites, changes in disposal charges, changes in the consumer price index or drastic changes in fuel costs.

15. PAYMENT.

Contractor shall invoice the City in advance for services to be rendered during the upcoming month by the first (1st) day of each month to:

City of Rifle
Finance Department
P.O. Box 1908
Rifle, Colorado 81650

The City shall pay Contractor on or before the twenty second (22nd) day of that month unless the City Council meetings fall on a day that limit the City's ability to approve the account payable, in which case the City shall be provided an additional ten (10) days.

16. TERM.

Contractor's services under this Agreement shall commence October 1, 2011 and be completed no later than December 31st, 2011. The Term shall automatically renew on an annual basis every January 1st, until December 31st, 2016, unless earlier terminated by the parties as set forth herein.

17. RENEWAL SUBJECT TO ANNUAL APPROPRIATION.

Any payment obligations of City for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation by City. No provision of this Agreement shall be construed or interpreted: a) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; b) creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6, or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision, or c) creating a donation or grant by the City to or in aid of any person, company or corporation within the meaning of Article Xi, Section 2 of the Colorado Constitution.

18. INSURANCE.

Contractor shall carry the following types of insurance within the minimum limits specified as follows:

| <u>Coverage</u> | <u>Limits of Liability</u> |
|---|---|
| Workers Compensation | Coverage as specified by State Law |
| Employer's liability | \$1,000,000 |
| Bodily Injury liability (except auto) | \$1,000,000 each occurrence/\$2,000,000 Aggregate |
| Property Damage Liability (except auto) | \$1,000,000 each occurrence/\$1,000,000 Aggregate |
| Automobile Bodily Injury Liability | \$1,000,000 each person/\$2,000,000 each occurrence |

Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement, and including City as an additionally insured party.

19. INDEMNIFICATION.

Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against, any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or which are in any manner connected with the work to be performed under this Agreement, if such

injury, loss or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of Contractor, or any officer or employee of Contractor. The obligations of this Section shall not extend to any injury, loss or damage which is caused solely by the act, omission, or other fault of the City or parties under the City's control.

20. PENALTIES.

The City, acting through the City Manager, shall have the authority to assess penalties against the Contractor in the following amounts, which shall be paid by deducting properly assessed penalties to the City from the City's payment to Contractor:

| <u>Omission</u> | <u>Penalty</u> |
|--|-----------------------|
| Failure to collect materials spilled by Contractor within one day after notification. | \$50.00 per incident |
| Leakage of vehicle fluids from collection vehicles. | \$100.00 per incident |
| Failure of Contractor to service a residence within 24 hrs of receiving notice that said residence's waste was not picked up. | \$100.00 per incident |
| Collection and disposal of recyclables as regular waste, unless recyclables are contaminated, in which case Contractor will provide education materials to customer. | \$250.00 per incident |

Provided, however, that no such penalty shall be assessed against Contractor unless the City gives the Contractor notice of any alleged incident giving rise to a penalty within ten (10) days after the City becomes aware of the alleged incident and Contractor is offered a reasonable opportunity to meet with the City Manager and discuss Contractor's perspective of the incident.

21. EMPLOYMENT OR CONTRACTING WITH ILLEGAL ALIENS.

Contractor certifies that is does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that he Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. Contractor is prohibited from using either the E-Verify Program or the Department Program

procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. 8-17.5-101, et seq.

If Contractor violates this Section 23 the City may terminate the Contract for breach of the Contract. If so terminated, Contractor shall be liable to the City for actual and consequential damages.

22. DEFAULT.

Events of default hereunder shall include, but shall not be limited to, the following:

A. Contractor's failure to perform, in whole or in part, any of the collection services required under this Agreement for more than five (5) calendar days;

B. Contractor's failure to obtain and keep valid and current any permit required by the City, Garfield County, the State of Colorado, or the United States, or any other regulatory body, that is required to allow Contractor to perform its duties under this Agreement;

C. Any act or omission by the Contractor in connection with this Agreement that creates a hazard to the health, safety or general welfare of the public that is not cured within ten (10) days of receipt by the Contractor of written notice from the City specifying the act or omission of Contractor that created the hazard and City's intent to exercise its rights hereunder. However, no notice or right to cure shall be required for a repeat violation of this subsection C;

D. Contractor's continued or repeated failure, after receipt of notice from the City, to act or refrain from acting in a manner that subjects Contractor to Penalties set forth herein;

E. The City's failure to pay the Contractor on a timely basis for services performed in accordance with this Agreement and billed by the Contractor, if the failure to pay is not remedied within ten (10) days of receipt by the City of written notice of the Contractor's intent to exercise its rights hereunder;

F. Any failure to act in a manner authorized or directed by this Agreement that is not cured within ten (10) days of receipt of written notice identifying the failure to act by the defaulting party of the non-defaulting party's intent to exercise its rights hereunder, except that no such notice or right to cure shall be required for any repeat violation of this subsection F; and

G. A violation of any provision of this Agreement that is not cured within ten (10) days of receipt of written notice identifying the violation by the defaulting party of the non-defaulting party's intent to exercise its rights hereunder, except that no such notice or right to cure shall be required for a repeat violation of this subsection G.

23. REMEDIES.

In the event the defaulting party fails to cure the default within any applicable cure period, the non-defaulting party may exercise any or all of the following cumulative and non-exclusive remedies:

A. Termination of this Agreement, in which case all future obligations of the parties to each other shall cease, but each party shall remain liable to the other for obligations performed under this Agreement through the date of termination; or

B. An action at law for damages; or

C. An action in equity for specific performance to require the defaulting party to perform the Agreement pursuant to its terms.

24. NOTICES.

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this section.

TO CITY: City of Rifle
Attn. City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, Colorado 81650

With copy to: James S. Neu, Esq.
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

TO MRI: Mountain Roll-Offs, Inc.
P.O. Box 1474
Carbondale, Colorado 81623

With copy to: Lawrence R. Green, Esq.
Balcomb & Green, P.C.
818 Colorado Ave.
P.O. Drawer 790
Glenwood Springs, CO 81602

SO AGREED and made effective as of the date set forth above.

CITY OF RIFLE, COLORADO

MOUNTAIN ROLL-OFFS, INC.

By: _____
Honorable Keith Lambert
Its: Mayor

By: _____
Its: _____

ATTEST:

City Clerk

Automated Solid Waste Collection Routes



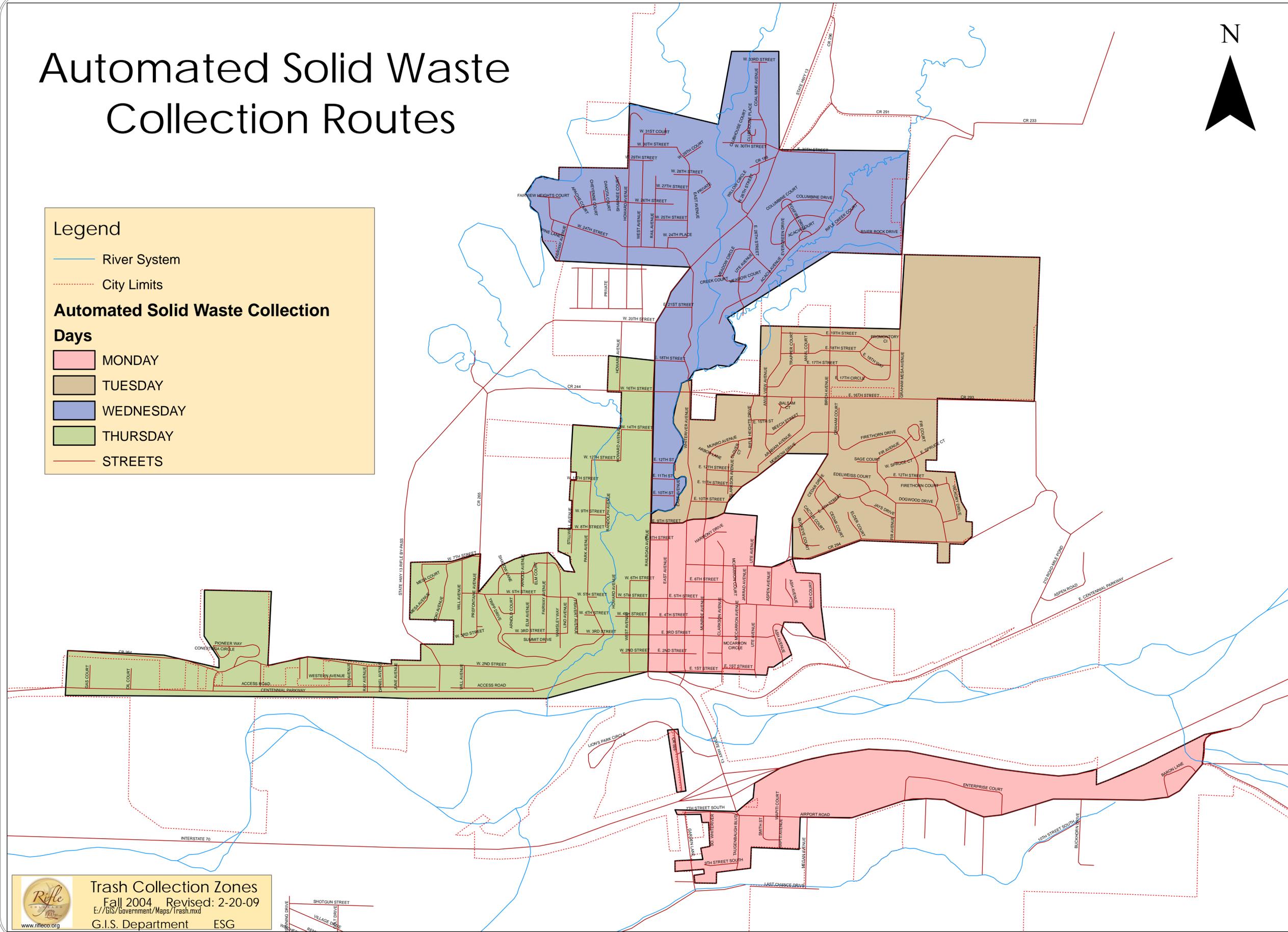
Legend

-  River System
-  City Limits

Automated Solid Waste Collection

Days

-  MONDAY
-  TUESDAY
-  WEDNESDAY
-  THURSDAY
-  STREETS



Trash Collection Zones
 Fall 2004 Revised: 2-20-09
 E://GIS/Government/Maps/Trash.mxd
 G.I.S. Department ESG



Table Lists - Combined Garbage Rate Customers

City of Rifle

Report Criteria:

Customer: Final Bill Date = {Is NULL}
 Rate, Rate Number = 550,507,501,502,503,504,505,506,511,512,521,522,523,524,525,531,532,533,534,535,551
 Customer Name = "City of Rifle"

| Cust No | Name | Address 1 | Description | Min Bill Amt | Quantity |
|----------|---------------|--|--------------------------------|--------------|-----------------------------|
| 2651.04 | City of Rifle | Centennial Park Addition | Garbage - 64 Gallon | .00 | 1,0000 ✓ |
| 8231.01 | City of Rifle | City Hall | Garbage - Comm 300 Gal 1 PU | .00 | .0000 |
| 8731.06 | City of Rifle | General Fund | Garbage - 96 Gallon | .00 | 1,0000 |
| 9441.03 | City of Rifle | General Non Departmental - <i>Valley numbers / parks</i> | Garbage - Combination Rate-Var | 60.48 | 1,0000 <i>2-9-09 2-6-09</i> |
| 14531.01 | City of Rifle | Senior Center | Garbage - Comm 300 Gal 3 PU | .00 | 2,0000 |
| 20031.01 | City of Rifle | Justice Center | Garbage - Comm 300 Gal 1 PU | .00 | 2,0000 |
| 20041.01 | City of Rifle | Heinze Park | Garbage - Comm 300 Gal 1 PU | .00 | 1,0000 |
| 20051.01 | City of Rifle | Metro Park | Garbage - Comm 300 Gal 1 PU | .00 | 2,0000 |
| 20071.01 | City of Rifle | Deerfield Park | Garbage - Comm 300 Gal 1 PU | .00 | 3,0000 |
| 20171.02 | City of Rifle | Metro Pool | Garbage - Comm 300 Gal 1 PU | .00 | 2,0000 |
| 20330.01 | City of Rifle | Cemetery Shed | Garbage - Comm 300 Gal 1 PU | .00 | 2,0000 |
| 20380.01 | City of Rifle | Animal Shelter | Garbage - Comm 300 Gal 1 PU | .00 | 2,0000 |
| 20420.01 | City of Rifle | City Hall Sprinkler | Garbage - Comm 300 Gal 1 PU | .00 | 1,0000 |
| 20460.01 | City of Rifle | DDA Parking Lot Sprinkler | Garbage - 64 Gallon | .00 | .0000 ✓ |
| 22141.01 | City of Rifle | Graham Mesa WTP | Garbage - Comm 300 Gal 1 PU | .00 | 1,0000 |
| 25751.01 | City of Rifle | DDA 4th St Landscaping | Garbage - Comm 300 Gal 1 PU | .00 | 1,0000 |
| 29751.01 | City of Rifle | North WWTP | Garbage - MF 300 Gal 1 PU | .00 | .0000 |
| 36771.01 | City of Rifle | RRWWRF | Garbage - Combination Rate-Var | 146.05 | 1,0000 <i>3-9-09 4-6-09</i> |

Grand Totals:

18

206.53

MISSION STATEMENT

MOUNTAIN ROLL-OFFS, INC (MRI) IS A LOCALLY OWNED AND OPERATED COMPANY WHOSE GOAL IS TO PROVIDE OUR CUSTOMERS WITH A LEVEL OF SERVICE THAT IS UNPRECEDENTED IN THE WASTE COLLECTION AND RECYCLING SERVICES INDUSTRY. BY MAINTAINING AN ENVIRONMENTALLY CONSCIOUS APPROACH TO WASTE REMOVAL, WE WILL BUILD PARTNERSHIPS IN THE COMMUNITY WHICH WILL ENCOURAGE STRONGER COMMUNITY AWARENESS OF THE NEED TO PROTECT OUR ENVIRONMENT.

SERVICE STANDARDS

- MRI MAINTAINS ITS TRUCKS AS WELL AS IT'S CONTAINERS TO THE HIGHEST STANDARDS BOTH IN TERMS ON FUNCTION, ABILITY AND APPEARANCE.
- VEHICLES WILL BE WASHED ONCE A WEEK.
- ALL DRIVERS WILL CARRY CELL PHONES FOR READY COMMUNICATION.
- ALL VEHICLES WILL BE OPERATED WITHIN CITY ORDINANCES AND SHALL OBSERVE ALL SPEED LIMITS AND TRAFFIC REGULATIONS.
- EMPLOYEES WILL BE DRESSED IN A COMPANY UNIFORM THAT WILL INCLUDE ALL NECESSARY SAFETY ITEMS. EMPLOYEES WILL CONDUCT THEMSELVES IN A PROFESSIONAL MANNER. THEY SHALL BE COURTEOUS AND REFRAIN FROM OBSCENE LANGUAGE. THEY WILL WORK SAFELY AND PRODUCTIVELY. DAMAGE TO PUBLIC AND PRIVATE PROPERTY WILL BE AVOIDED AND THEY WILL NOT TRESPASS.
- SAFETY MEETINGS, INCLUDING TRAINING, ARE HELD WEEKLY.
- WE WILL RESPOND TO AND RESOLVE COMPLAINTS WITHIN 24 HOURS.

MRI Recycling program for the City of Rifle

1. Per the RFP we will deliver an informational packet to each resident explaining all aspects of their services. This packet will include pictures and descriptions of acceptable and unacceptable items for recycling and directions of how to place items at the curb.
2. We will advertise monthly the recycling program in "The Citizen Telegram" explaining the items that can be placed in the recycle bins.
3. We will host an educational program for the public to attend in Rifle to help explain curbside recycling and we will have physical examples of acceptable and unacceptable recycling items. We will also have examples of correct placement of recycling items at the curb.
4. We will place examples of proper recycling items and placement at City Hall, with permission from the City, for residents to view at anytime they would like. Copies of the informational packet listed in #1 will be also available at city hall.
5. We will work with Channel 10 (Comcast) to have a video which shows the citizens how the recycle is picked up at the curb, how the recycle is transported to the recycle drop off center and how it is emptied at the recycle center. The recycling information from the packet will also be included in this presentation on channel 10.
6. All new residents will receive the informational packet listed in #1.
7. We will identify those residents who may struggle with proper recycling and give them one on one education at there home to solve the problems.
8. Our newly developed website will have an online area specifically for the residents of Rifle. They will be able to access acceptable recyclable items for curbside recycling and what is acceptable for special day pick ups as well. A map and a calendar will also be available, showing the day of pickup and the holiday schedule. It will allow customers to ask on line questions as well as phone numbers to call our local customer service representatives.
9. Flyers which will give each resident tips on what can be recycled and what effect this recycling has on the environment. They will also have information on what is made from the recycled material.
10. A Program will be setup with the school district which will educate the pupils on proper recycling and what the benefits are to their families and community. We will be including contests between grades and schools which will be judged by community members. These contests will result in rewards which can include class parties and monetary grants or scholarships.

COMMUNITY INVOLVEMENT

PROVIDER SHOULD DO MORE THAN JUST PROVIDE AN EXCELLENT SERVICE THEY SHOULD BE HEAVILY INVOLVED IN THE RIFLE COMMUNITY AND GIVE BACK TO THE COMMUNITY. MRI'S LOCAL INVOLVEMENT IS UNRIVALED . AT MRI, WE ARE STRATEGIC PARTNERS WITH LIFT-UP, YOUTHZONE, & HABITAT FOR HUMANITY. WE HAVE CONTINUED YEARLY INVOLVEMENT WITH PROJECT GRADUATION, RIFLE CHAMBER ICE OUT, RIFLE CHAMBER ANNUAL DINNER & AWARDS, RHS CHEERLEADING, AND LOCAL AREA CLEANUPS FOR JEEP AND ATV CLUBS. WE ARE THE EXCLUSIVE PORT-A-JANE PROVIDER ON THE WESTERN SLOPE FOR SUSAN G KOMEN FOUNDATION AND LOCAL AREA RACE AND RIDE FOR THE CURE, BURNING MTN FIREFIGHTERS, YOUTH SPORTS PROGRAMS, ...ETC. SINCE OUR INCEPTION IN 2005, MRI HAS BEEN A PROUD SUPPORTER OF THE CITY OF RIFLE AND ITS RESIDENTS.

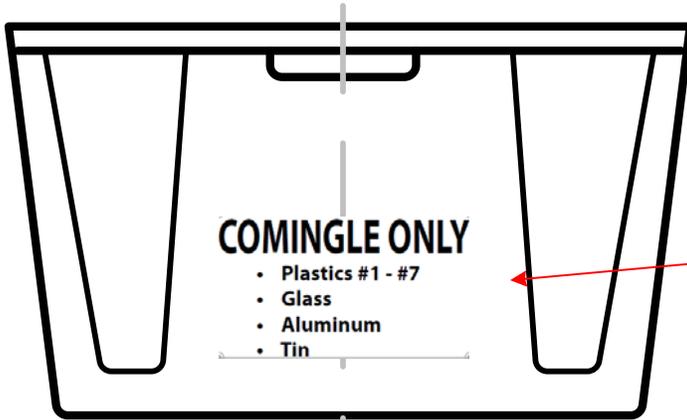
BELOW IS A SHORT LIST OF LOCAL GROUPS AND CHARITIES WE SUPPORT ANNUALLY:

RIFLE CHAMBER OF COMMERCE
RIFLE ICE OUT
RIFLE CHAMBER OF COMMERCE GOLF TOURNAMENT
CAYTON RANGER STATION FOUNDATION
LIFT-UP
HABITAT FOR HUMANITY
YOUTHZONE
MOUNTAIN AIR MECHANICAL /GARFIELD COUNTY SEARCH AND RESCUE
BURNING MOUNTAIN FIREFIGHTERS
HI COUNTRY 4-WHEELERS ANNUAL TRAIL & ROAD CLEANUP
FRONTIER HISTORICAL SOCIETY
ELK LODGE #2286 B.P.O.E.
AIRSTREAM VILLAGE HOLIDAY MARKET
ROSS MONTESSORI SCHOOL
ROARING FORK SPORTS FOUNDATION
GLENWOOD SPRINGS SUMMER OF MUSIC@ TWO RIVER PARK
TRASHMASTERS
SUSAN G. KOMEN FOUNDATION
JUNIOR ACHIEVEMENT
YOUTH SOCCER
A.V.S.C.
COLORADO ROCKY MOUNTAIN SCHOOL WORK DAY
LOCAL BOY SCOUTS OF AMERICA
ADVOCATE SAFEHOUSE
PROJECT GRADUATION
AFTER PROM PARTY
PROJECT SANCTUARY
RIFLE HIGH SCHOOL BOOSTER(NEW 2011-2012)
GARFIELD COUNTY FAIR LIVESTOCK AUCTION & SALE
4-H CLUB



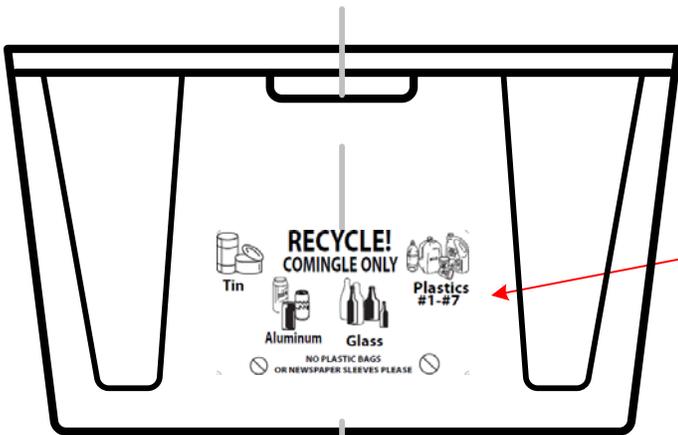
**RC 180-075-Bx
Comingled Recycling
18 Gallon Bin
MRI**

Color: Cobalt Blue (75)



**HS 4552-2
White Foil**

RHS



**HS 4553-2
White Foil**

LHS

Customer Approval

Print Name _____

Sign _____

Date _____

Fax Signed Approval to: **704-588-8981**

Colors, sizes, and shapes are not exact.

Manager's Report

August 10, 2011

City Departments have been extremely busy the past several weeks and it seems that everyone is scrambling to accomplish summer projects and maintenance. I am impressed with the level of performance in all departments. Everyone is expressing a positive attitude, and morale is at a high level in spite of the continuing economic downturn.

My comments are as follows:

Personnel

Recently Daniel Wisdom (Public Works Laborer) resigned his position with the Public Works Department to accept a job with the Energy Industry.

We advertised the job and received more than 50 applications. The position was filled yesterday with the hiring of Rob Campbell.

Finance

The Finance Department has had a vacancy in the Accountant position since Tammy Francis left to accept a position at Cedaredge. We conducted a recruitment and interviewed five finalists. The position has been awarded to Kristen Taruffelli.

Utilities

Mr. Dick Deussen has been promoted to the position of Utility Director. Dick has been serving as City Engineer for the past eight years and has intimate knowledge of the utility operations.

Congratulations to Dick Deussen.

Public Works

The Public Works Director's position previously held by Rod Hamilton has been vacant for more

than six months. We have not filled the position, but are restructuring the Department, and have placed Frank Shaw in charge of all operations. His duties have been revised and he will be a working manager.

Water Treatment Plant

Mr. Louis Beauchamp who is a lead operator at the Water Treatment Plant has announced that he is leaving his employment to accept a position at a larger new plant in Wolf Point, Montana.

This represents a significant promotion for Louis, and we wish him well in his new endeavor.

Street Work

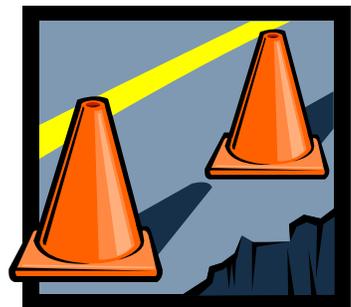
On or about August 22nd, Frontier Paving will initiate street overlay and /or construction on the following projects.

8th Street – Reconstruction from Railroad Avenue to East Avenue.

Aspen Street – Overlay from 5th Street to 7th Street.

7th Street – Overlay and partial reconstruction from White River Avenue to Birch Street.

There will be minor traffic disruption during this period, but we are taking steps to provide and limit the disruptions.



16th Street Intersections

The Public Works Department (DOLA Construction Crew), has recently reconstructed the curb at the 16th Street intersection to improve the turning radius. The work is complete and the improvement is notable.

Compost Operation

The CacaLoco compost facility is in operation. They are presently accepting compost materials from many sources. They will accept compost materials from City residences at no cost. They are also composting wood chips, porta-pottie waste and sludge from the Rifle Waste Water Treatment Plant.

There have been some recent odor complaints and we are meeting with the operator this Friday to discuss those complaints.

Budget

The 2012 budget process will begin this week. The budget forms will be distributed to all departments and they will have approximately one month to complete their requests.

A copy of the budget preparation memo I have prepared is attached for Council's review.

Also, next Wednesday, at the work session we will conduct a "mid-year" financial review. At that time, I will request that Council identify any budget priorities or special areas of the budget that they believe staff should be specifically reviewing. Please have your comments ready or get them to Charles Kelty or myself as soon as possible.



City Survey

Mike Braaten is working on a compilation of the Community Survey. I am informed that the return rate has been good. We hope to provide a summary of the compiled results no later than early October.

Vacation

My wife and I will be taking a "real" vacation from August 25th through August 31st. We will be traveling to the Midwest to visit family and

to go fishing for several days. I can be reached via my cell phone if necessary.

As always, please call me with your questions or comments.

Thanks

John Hier
City Manager

MEMORANDUM

To: Department Supervisors
From: John Hier, City Manager
Date: August 10, 2011
Re: 2012 Budget Preparation

Attached please find the information and forms necessary to initiate preparation of the 2012 budget requests. We will follow the same process as last year, and most of you should be familiar with it. As with last year, and due to the uncertain state of the economy, we will abbreviate the budget process of past years by implementing the following changes. In 2012, these will include:

1. The enhanced maintenance level requests will be removed from the budget request form. Economic conditions will preclude funding any enhanced budget requests.
2. Vehicles and new rolling stock – Requests for vehicles and equipment will not be prohibited, but should be limited to the most urgent needs.
3. Staff- Requests for new staff will likely be evaluated on a case by case basis in the 2012 budget. Documentation which supports the need for any new positions must be submitted and funds for the position must clearly be identified. It is highly unlikely that revenues can support additional positions.

All City Funds supported by sales taxes, have experienced a 20% or more reduction in revenue since 2009. During 2010 we continue to experienced revenue receipts only 3% higher than 2009. During the first six months of 2011 the City realized Sales Tax receipts 4% higher than the first six months of 2010. Therefore, as you develop your 2012 budget requests, you will need to adopt the philosophy: budget cuts implemented in 2009 and 2010 will continue into 2011. We will all need to continue to do more with less in many instances, and may have to reduce services.

We will meet with all staff to discuss the financial condition of the City and provide you with additional information as you begin preparation of your 2012 budget requests.

As you prepare your budget, I suggest you review the strategic plan to determine how it may impact your budget requests. Also, review your "To Do" list of city projects to determine which if any you need to be deferred. Also, any uncompleted projects need to be included with estimated completion costs in the 2012 requests.

Charles Kelty (Finance Director) and I will be working on revenue forecasts as you begin work on your line item requests. Once the revenue projections are complete, we will all meet to review the results so that we have a clear understanding of monies available for the budget.

The Process

During August, budget preparers will complete their line item, capital, minor equipment, travel forms, and explanatory narrative. If you are responsible for more than one department please submit a narrative for each department separately. **All departments need to submit their proposed budgets by Friday, September 9th.**

The budget committee will include me, Matt Sturgeon, and Charles Kelty. We will meet with each department during the month of September to review requests. A schedule of those meetings has been tentatively developed, and is attached. If budget requests exceed available revenue, cuts will be made at this stage. A balanced budget will be submitted to Council no later than Wednesday, October 5th. Council will conduct work sessions on the budget during October. Two public hearings will be held in November with the final budget being adopted no later than Wednesday, December 7th.

Budget Forms

Please submit the following budget forms:

- a. Line Item Spreadsheet
- b. Capital Outlay form
- c. Minor Equipment form
- d. I.T. Equipment form
- e. Travel detail form

Line item Spreadsheet

This is the standard spreadsheet with which you are familiar. There are two columns which require input: projected 2011 year-end costs, and 2012 Maintenance costs. The 2011 year-end estimates should be your best estimate of where each-expenditure will be at year end. Some line items will exceed budgeted amounts and some will be less than budget amounts. Note: **it is not satisfactory to simply enter the 2011 budgeted amount as the estimated year end expenditures for a line item.** You need to give these estimates some thought and ask for Charles' assistance if necessary.

The 2012 maintenance column needs completed. Again, because of the recession we are experiencing, it may be necessary to decrease many budget line items to a level that is less than maintenance. Therefore this description is somewhat inaccurate, but will have to do for now. The Finance Director will contact each director once the Salaries and benefit estimates are completed so the costs can be reviewed. This will allow the supervisors the ability to sign off on the projections.

Departments should include all minor equipment purchases on the Minor Equipment Request Form; Minor equipment is any piece of equipment less than \$5,000 with an estimated useful life that exceeds one year. No minor equipment or capital purchases should be included within supply budgets.

The supply line item should include all purchases less than \$5,000 with an estimated useful life of less than one year. The Capital Equipment Request Form will include any equipment purchases greater than \$5,000 and an estimated useful life exceeding one year.

Maintenance Level Column

This column has historically included estimates for maintaining services at present levels. We will all find it necessary to "hold the line" and/or reduce these estimates for 2012. I recognize that may impact our ability to provide some services.

Budget Review and Committee participation

The budget committee will meet with each department supervisor to review their requests. The draft budget should be in a format to submit to the City Council on Wednesday, October 5th.

As with last year, I am aware that this will be an extremely difficult budget process. However, I am confident that if we all work cooperatively, we can deliver a budget which reflect available revenue, and which provides a satisfactory level of services to the citizens of Rifle. Also, I want to commend all of you for the effort you made in 2009, 2010, and 2011 to reduce overall expenditures. Those efforts have been successful, and I thank you for your commitment to the process.

I look forward to working with you on the 2012 budget.

Thanks

John



Date: August 10, 2011
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director
RE: Rifle Fitness Center Update

The Rifle Fitness Center has been open for just over a month. It has been very well received. Staff has been receiving compliments on the cleanliness of the facility and the new aerobic equipment.

To date, we have 120 active memberships. We have collected \$9000 in revenues, with \$900 from drop-ins and \$8100 in monthly memberships. In our initial budget, our goal is 250 members and \$11,500 in revenues. We are on target to reach this goal. With the grand opening celebration on August 27th and unveiling of the new price structure, we hope to increase these numbers. Aerobics classes, yoga classes, pilates classes, child watch, personal training and the gymnastics programs will all begin in September. These will all be an additional draw to the center.

Staff has contracted with Synergy Gymnastics Academy, LLC to run the gymnastics program. Jennifer Ruehmann is the program director/manager. We welcome this new partnership.

Unfortunately we did not receive the Colorado Health Foundation grant. Staff is currently investigating other grant possibilities to help with the fitness center and its programs.

Don't forget to join us for the Grand Opening on **August 27th from 9 AM to 1 PM**. A flier is attached.



Rifle

FITNESS CENTER GRAND OPENING

Saturday, August 27th
9:00 am - 1:00 pm

The Rifle Fitness Center is Located at 800
Airport Road, Suite 9
Rifle, Colorado

Join us for our much anticipated Grand Opening!

Featured speakers, activities, food, doorprizes and
tours of your new facility.

For detailed schedule of events and
more information, go to www.rifleco.org/rfc



Event Contributors:





EXECUTIVE SUMMARY

GE Water & Process Technologies, in conjunction with the City of Rifle and Malcolm Pirnie conducted a pilot study between April 2011 and June 2011 at the Rifle Water Treatment Plant in Rifle, CO. The two plus months of pilot operation demonstrated the ZeeWeed® 1500 ultrafiltration membrane system full scale design.

This document has been written to provide a summary of the operational, analytical, membrane integrity, and cleaning results obtained during the City of Rifle pilot study. The following sections highlight the conclusions and recommendations that can be drawn from piloting at the City of Rifle Water Treatment Plant.

CONCLUSIONS

Membrane Performance

Stable membrane performance with minimal to moderate fouling observed during Run 1 (N-1 bid) with the parameters listed below:

- a. Temperature Corrected Flux of 49.4gfd.
- b. Recovery of 95%.
- c. Daily maintenance cleans using 100 mg/L sodium hypochlorite.
- d. Cleaning interval greater than 30 days.

Stable membrane performance with minimal fouling observed during Run 2 (overage flux test) with the parameters listed below:

- a. Flux of 21.5gfd without temperature corrections.
- b. Recovery of 95%.
- c. Daily maintenance cleans using 100 mg/L sodium hypochlorite.
- d. Cleaning interval greater than 30 days.



Stable membrane performance with moderate fouling observed during Run 3 (high flux test) with the parameters listed below:

- a. Flux of 65gfd without temperature corrections.
- b. Recovery of 95%.
- c. Daily maintenance cleans using 100 mg/L sodium hypochlorite.
- d. Cleaning interval greater than 30 days.

Membrane permeability fully recovered with Clean-In-Place (CIP).

Effluent Water Quality

Stable effluent turbidity observed; averaging 12.2mNTU for the duration of the pilot study.

Membrane Integrity & Log Removal Values

No membrane integrity issues observed during the pilot study. LRV averaged 6.7.

RECOMMENDATIONS

The following sections highlight the recommendations for the full-scale plant design based on the piloting at the Rifle Water Treatment Plant.

Pre-Treatment

Coagulant optimization may be beneficial at the full-scale plant to determine the minimum coagulant dose that will maintain membrane performance and Finished Water Quality targets. For piloting purposes, the pretreatment was not optimized due to the primary requirement to maintain existing water quality targets for the supply to the City of Rifle. However, the membrane performance did not suggest any significant issue with the coagulant dose.

Membrane Operation

The proposed design flux and recovery generated stable membrane performance. As such, no changes are recommended to the fluxes or recovery demonstrated during the pilot study. The pilot study also demonstrated the flexibility of the full scale design and the capacity to meet higher demand if needed.



Maintenance Cleaning

No changes are recommended to the maintenance cleaning procedures or frequency demonstrated during the pilot study.