CITY COUNCIL
WORKSHOP AND REGULAR MEETING AGENDA

February 15, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

a. Discuss BOCC Meeting

7:00 PM - Regular Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
5. **Consent Agenda**

5.a. Consider Minutes of the February 1, 2023, Regular Meeting

5.b. Consider Modification of Premises for Walmart Inc. dba Walmart #5232

5.c. Consider Liquor License Renewal for El Rincon Centroamericano dba El Rincon Centroamericano

5.d. Consider Ordinance No. 4, Series of 2023 to Change GRIT Board Membership Requirements - 2nd Reading

5.e. Consider Landscape Maintenance / Snow Removal Contractor

6. **Action, if any, on Workshop Items**
7. **Public Hearing**

7.a. (Acting as Liquor Licensing Authority) Public Hearing - Consider Application by Tapatios2, LLC. dba Tapatios for a Hotel & Restaurant Liquor License at 120 East 3rd Street, Unit C

8. **Regular Agenda**

8.a. Consider Resolution No. 7, Series of 2023 - Resolution of Substantial Compliance for Fritzlan Annexation

8.b. Consider Resolution No. 8, Series of 2023 - Extend the Final Plat Approval for Pioneer Mesa Subdivision - Filing 2

8.c. Consider Resolution No. 9, Series of 2023 - Support for FMLD Mini-Grant Application for Grand Hogback Trail System

9. Administrative Reports

9.a. Report to City Manager

10. Comments from Mayor and Council

11. Adjournment

Agenda Item #a.

Agenda Item Name:
Discuss BOCC Meeting

Presenter:
Tommy Klein, City Manager

Item Description:
Discuss BOCC Meeting

Recommended Action:
None

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
See the Executive Summary.

Executive Summary:
On February 8, 2023, we participated in a meeting with the Board and County Commissioners. Staff would like to debrief the meeting and provide council members that were not present with an opportunity to ask questions.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
None

Agenda Item #5.a.

Agenda Item Name:
Consider Minutes of the February 1, 2023, Regular Meeting

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Minutes of the February 1, 2023, Regular Meeting

Recommended Action:
Move to approve the minutes of the February 1, 2023, City Council Regular Meeting

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Minutes of the February 1, 2023, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. 02.01.2023 DRAFT Minutes

RIFLE CITY COUNCIL

REGULAR MEETING

February 1, 2023
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL
A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Ed Green.

Present at Roll Call:
Mayor Ed Green, Councilor Alicia Gresley, Councilor Joe Carpenter, Councilor Brian Condie, Councilor Chris Bornholdt and Councilor Sean Strode.

Councilor Sean Strode moved to excuse Councilor Clint Hostettler; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Ed Green, Alicia Gresley, Joe Carpenter, Chris Bornholdt, Sean Strode and Brian Condie.
No - None.

Others Present:
City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Associate Lawrence Bond, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Chief of Police Debra Funston, Planning Director Patrick Waller, Parks and Recreation Director Austin Rickstrew and Recreation Program Manager Kendrick Robinson.

PUBLIC COMMENT
No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

A. Consider Minutes of the January 18, 2023, Regular Meeting
B. Consider Liquor License Renewal for Capitol Deli, LLC dba Capitol Deli
C. Consider Modification of Premises for Dillon Companies, LLC dba City Market #43
D. Consider Liquor License Renewal for Nachos Mexican Dining, LLC dba Nachos Mexican Dining

Councilor Sean Strode moved to approve Consent Agenda Items A, B, C, and D; seconded by Councilor Brian Condie.
Roll Call: Yes - Alicia Gresley, Brian Condie, Sean Strode, Chris Bornholdt, Ed Green and Joe Carpenter.
No – None.

REGULAR AGENDA
Consider Ordinance No. 4, Series of 2023 to Change GRIT Board Membership Requirements – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 2, ARTICLE 12 OF THE RIFLE MUNICIPAL CODE REGARDING THE MEMBERSHIP OF THE GREATER RIFLE IMPROVEMENT TEAM (GRIT) BOARD.

Planning Director Patrick Waller presented the request to consider Ordinance No. 4, Series of 2023 to Change GRIT Board Membership Requirements – 1st Reading. This ordinance will replace Ordinance Number 24, Series of 2017. The Greater Rifle Improvement Team Advisory Board requests that the dedicated seats held for the DDA, Chamber and Rifle Regional Economic Development Corporation revert to at large seats that can be filled with interested residents or representatives of businesses within city limits. Notifications requirements have been met per Municipal Code.

Councilor Sean Strode moved to approve Ordinance No. 4, Series of 2023 on 1st reading & order it to be published as required by Charter; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Sean Strode, Joe Carpenter, Chris Bornholdt, Brian Condie, Alicia Gresley and Ed Green.
No – None

Consider Resolution No. 5, Series of 2023 – Amending Rifle's Main Street Boundary

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE COLORADO, AMENDING RIFLE'S COLORADO MAIN STREET PROGRAM BOUNDARY

Planning Director Patrick Waller presented request to consider Resolution No. 5, Series of 2023 – Amending Rifle's Main Street Boundary. Planning Director Waller provided background explanation and map of the current Main Street Program boundaries that match the Downtown Development Authority's boundaries. The Greater Rifle Improvement Team Advisory Board is seeking support from Council to expand the official boundaries to include the Rifle Island Park. GRIT believes the expansion of boundary changes will allow for program resources (Mini grants and planning/design consultants) can be utilized for the Island. Staff explained how a change in the official program boundaries will require a resolution from City Council to be included in the request packet to Colorado Main Street Advisory Board. Notification requirements have been met per Municipal Code.

Councilor Sean Strode moved to approve Resolution No. 5, Series of 2023 – Amending Rifle's Main Street Boundary; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Ed Green, Sean Strode, Alicia Gresley, and Brian Condie.
No – Chris Bornholdt and Joe Carpenter.

Consider Approval of Purchase Request for Portable Restroom Services

Parks and Recreation Director Austin Rickstrew presented request to consider approval of purchase request for Portable Restroom Services. Staff solicited bids for portable restroom service in Rifle City Parks and Rifle Mountain Park for 2023, 2024, and 2025. The public notice was advertised in the Post Independent on 12/09/2022, 12/13/2022, and 12/23/2022. The City provides public portable restroom services at eight park locations within the city limits and ten areas within Rifle Mountain Park. Redi Services responded and notified us that there could be a 15 % fee increase this year. Based on the RFP response we received from Redi Services, we only saw a 9.5% increase in fees. It is $5.60 more for parks within the city limits and $6.16 for portable restrooms at Rifle Mountain Park. Redi Services have provided portable restroom services for the Parks and Recreation department for the past three years. Redi Service was the only company to request bid information and submit a formal bid. Staff recommends approving $27,824.16 for portable restroom services from Redi Services in 2023.

Councilor Alicia Gresley moved to approve the purchase request for portable restroom services from Redi Services, LLC in the amount of $27, 824.16 for 2023; seconded by Councilor Sean Strode.
Roll Call: Yes - Brian Condie, Joe Carpenter, Alicia Gresley, Ed Green, Chris Bornholdt and Sean Strode.
No – None.

Consider Purchase of Standard Aluminum Bleachers

Parks and Recreation Director Austin Rickstrew presented request to consider approval of purchase request for Ten Standard Aluminum Bleachers. Parks & Recreation Director Rickstrew provided explanation on purchase request being part of findings from the annual Colorado Intergovernmental Risk Sharing Agency (CIRSA) audit, who is the City's Property / Casualty Insurance provider. It was determined that ten bleachers were out of code and needed to be replaced. Staff solicited an RFP for the replacement of all ten bleachers and twelve RFP responses were received. Staff evaluated RFP's received that ranged from $43,576.00 to $96,680.00. Staff recommends the purchase of all ten bleachers from Winning Teams by Nissel in the amount of $43,576.00. Staff will also be responsible for assembling the new bleachers at the various locations.

Councilor Chris Bornholdt moved to approve the purchase of then Standard Aluminum bleachers from Winning Teams by Nissel for the amount of $43, 576.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Ed Green, Joe Carpenter, and Brian Condie.
No – None.

Consider Purchase of Pool Chemicals for Rifle Metro Pool

Parks and Recreation Director Austin Rickstrew presented request to consider purchase request for Pool Chemicals for the 2023 Rifle Metro Pool Season. Staff recommends purchase of pool chemicals and supplies from CEM Sales and Service Recreation Water Professionals as this is the only brand distributor in the state for Pulsar products. CEM is the only regional supplier of the product used in our Pulsar chlorinators, which is a specialty calcium hypochlorite briquette. Other brand distributors were contacted but they are not allowed to sell in our region. These products are required for the pool to operate safely and will be stored appropriately. Staff recommends approval of pool chemicals for the 2023 season from CEM Sales and Service of Sheridan, CO. in the amount of $35,000.00.

Councilor Brian Condie moved to approve the purchase of pool chemicals for the 2023 season from CEM Sales & Service in the amount of up to $35,000.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Joe Carpenter, Alicia Gresley, Ed Green, Brian Condie, Chris Bornholdt, and Sean Strode.
No – None.

Consider Purchase of a Utility Tractor
Parks and Recreation Director Austin Rickstrew presented request to consider purchase request for a Utility Tractor. Staff has identified a few pieces of equipment that are aging and are in need of replacement. The John Deere 5410 utility tractor was purchased new in 1997 and is still currently being used. Staff solicited an RFP for a new Utility Tractor and had two responses from Potestio Brothers Equipment and Mahindra Tractors. When evaluating the two bids, service location was considered and any extras that were included. Potestio Brothers included turf tires on the new unit, which are highly desirable due to the applications that we use this piece of equipment. Staff recommends approval of purchase request for a new Utility Tractor from Potestio Brothers Equipment in the amount of $53,648.00 as this will allow for an efficient use and bring maintenance costs down.

Councilor Chris Bornholdt moved to approve the purchase of a new utility tractor from Potestio Bros. Equipment in the amount of $53, 648.00; seconded by Councilor Joe Carpenter.
Roll Call: Yes - Ed Green, Brian Condie, Alicia Gresley, Joe Carpenter, Chris Bornholdt, and Sean Strode.
No – None.

Consider Purchase of a Wide Area Mower
Parks and Recreation Director Austin Rickstrew presented request to consider purchase request for a Wide Area Mower. The current Jacobsen 311T was purchased in 2016 for $49,985.00. Austin explained the difficulties they have in getting parts to service the mower and how there is no local service center for Jacobsen equipment. Due to the use over the years, the 311T is reaching the end of its useful life. Staff solicited an RFP for a new Wide Area Mower and had four responses. But, only three bids met all specifications; Potestio Brothers Equipment, Taza Supplies, LLC. and L.L. Johnsons Distributing Company; ranging from $63,975.00 to $118,227.86. Based on the large price difference, Staff recommends purchasing a John Deer 1600D Wide Area Mower from Potestio Brothers Equipment.

Councilor Sean Strode moved to approve the purchase of a new Wide Area Mower from Potestio Bros Equipment in the amount of $63, 978.00; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Alicia Gresley and Ed Green.
No – None.

Consider Purchase of Utility Vehicle with a Full HVAC Cab

Parks and Recreation Director Austin Rickstrew presented request to consider purchase request for a Utility Vehicle with a Full HVAC Cab. The current 2012 Gator 825i that is used for park operations and winter snow removal is currently having some issues. The auxiliary heater does not provide enough airflow to keep the windshield defrosted and the soft shell does not provide an air-tight seal which leads to window fogging. Staff solicited an RFP for a new Utility Vehicle with a Full HVAC Cab and had six responses ranging from $25,529.00 to $39,759.00. When evaluating bids, winch and hydraulic operation plows were considered and maintenance costs. Staff recommends purchasing a new John Deer XUV835M with a Full HVAC Cab from Potestio Brothers Equipment. This equipment is used year round assisting the parks department operations.

Councilor Chris Bornholdt moved to approve the purchase of a new Utility Tractor with a full HVAC Cab from Potestio Bros. Equipment in the amount of $30,578.00; seconded by Councilor Joe Carpenter.
Roll Call: Yes - Brian Condie, Ed Green, Alicia Gresley, Sean Strode, Joe Carpenter, and Chris Bornholdt.
No – None.

Consider Approving Resolution No. 6, Series of 2023 – Garfield County FMLD Grant

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE COMPLETION OF THE RIFLE GATEWAY TRAFFIC AND PEDESTRIAN IMPROVEMENTS PROJECT

City Manager Tommy Klein presented request to consider approving Resolution No. 6, Series of 2023 – Garfield County Federal Mineral Lease District (FMLD) Grant. City Manager Klein explained how the roundabout and pedestrian improvement project for the Whiteriver and HWY 6 intersection is at the design stage and shared the hopes of construction beginning as early as fall of 2023. On July 6, 2022, Council awarded the design of the Gateway Improvement Project to KLJ. Staff submitted a grant request to FMLD at the end of 2022 and was subsequently awarded $600,000.00 to make improvements to the Highway 6 and Whiteriver intersection. Staff received data from KLJ and determined that a controlled intersection was preferable to a roundabout. City Engineer Craig Spaulding wrote a letter to the FMLD Board to update them on the change in the scope. But, on January 24, 2023, the City was notified by the general counsel of the FMLD Board via email, that the awarded grant of $600,000.00 was being withdrawn because of the change in the project scope. The FMLD general counsel invited Rifle to reapply for a grant, pass a new resolution and present it to the board on February 8, 2023. Staff is estimating the cost of the project will be approximately close to $3,800,000. But, there is a possibility that the project will exceed cost estimate due to the uncertainty in the construction market. Staff is requesting Council's approval to allow the City Manager to apply for a new FMLD grant, sign agreements related to the grant, and expend up to $1,000,000 in matching funds (ARPA Funds).

Councilor Alicia Gresley moved to approve Resolution No. 6, Series of 2023 to allow the City Manager to submit the grant application for the Gateway Improvements Project to the Garfield County Federal Mineral Lease District, sign the grant agreement & to expend the funds necessary to meet the terms of the grant not to exceed $600,000.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Ed Green, Sean Strode, Alicia Gresley, Brian Condie, Chris Bornholdt, and Joe Carpenter.
No – None.

Report to City Manager
Reports were heard from City Manager Tommy Klein.

Comments from Mayor and Council
Comments were heard from Councilor Alicia Gresley, Councilor Sean Strode, and Mayor Ed Green.

Adjournment
Meeting adjourned at 7:54 p.m.

Misty Williams City Clerk	Ed Green Mayor

Agenda Item #5.b.

Agenda Item Name:
Consider Modification of Premises for Walmart Inc. dba Walmart #5232

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Modification of Premises for Walmart Inc., dba Walmart #5232

Recommended Action:
I move to approve the Modification of Premises for Walmart Inc. dba Walmart #5232

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
On November 8, 2022, the People of the State of Colorado voted to amend Articles 3 and 4 of Title 44 in the Colorado Revised Statutes, allowing Fermented Malt Beverage Off-Premises Retailers (FMB-OFF) to sell wine.

As a result, per the Code of Colorado Regulations (Liquor Enforcement Division) Regulation 47-302 (Changing, Altering, or Modifying Licensed Premises), if the licensed premises is going to be physically changed or materially or substantially altered, then a modification of premises and fees shall be filed with both the local and state licensing authorities for approval or denial.

Walmart Inc. dba Walmart #5232 located at 1000 Airport Rd, Rifle, CO has submitted a Modification of Premises Application.
This application is for interior alterations inside of Walmart to accommodate and store wine.
The application is complete and the appropriate fees have been paid.

Executive Summary:
None

Notification Requirements:

None

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. Report of Changes - Walmart

DR 8442 (06/15/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a	License Number
☑ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company	09-49518-0072

2. Name of Licensee	3. Trade Name of Establishment (DBA)
Walmart Inc.	WALMART #5232

4. Address of Premises (specify exact location of premises)	5. Business Email Address
1000 AIRPORT RD	tammy.hilton@walmart.com/complic@wal-mart.com

City	County	State	ZIP	Business Phone Number
RIFLE	GARFIELD	CO	81650-8407	9706255367

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change

- ☐ Manager's Registration (Hotel & Restr.) $30.00
- ☐ Manager's Registration (Tavern) $30.00
- ☐ Manager's Registration (Lodging & Entertainment) $30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License $50.00

Section C

- ☐ Retail Warehouse Storage Permit (ea) $100.00
- ☐ Wholesale Branch House Permit (ea) $100.00
- ☐ Change Corp. or Trade Name Permit (ea) $50.00
- ☐ Change Location Permit (ea) $150.00
- ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change $150.00
- ☑ Change, Alter or Modify Premises

$150.00 x 1	Total Fee: $150.00

- ☐ Addition of Optional Premises to Existing H/R

$100.00 x	Total Fee:

- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex

$160.00 x	Total Fee:

- ☐ Campus Liquor Complex Designation ..... No Fee
- ☐ Sidewalk Service Area $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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 bank account electronically.

TOTAL AMOUNT DUE $ .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

4) ***To modify Premise, or add Sidewalk Service Area,*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

5) ***For Optional Premises*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).

6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

7) ***Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change,*** go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.

8) ***Campus Liquor Complex Designation,*** go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.

9) ***To add another Related Facility*** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: _____

City _____, County _____ ZIP _____

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

6. Change of Trade Name or Corporation Name

☐ Change of Trade name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

Change of Location

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ **Date of Hearing** _____

(a) Address of current premises _____

City _____ County _____ ZIP _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ ZIP _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ ZIP _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Winery/Limited WineryNoncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or

☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: _____

City _____ County _____ ZIP _____

(b) Address of Location 2: _____

City _____ County _____ ZIP _____

Change of Manager

9. Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment? ..... ☐ Yes ☐ No

Does manager have a financial interest in any other liquor licensed establishment? ..... ☐ Yes ☐ No

If yes, give name and location of establishment _____

_____

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Addition of Wine to store

_____

_____

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located 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?

(If yes, explain in detail and describe any exemptions that apply) ..... ☐ Yes ☑ No

(d) Is the proposed change in compliance with local building and zoning laws? ..... ☑ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... ☐ Yes ☑ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

11. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ..... ☐ Yes ☐ No

Additional Related Facility

12. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility _____

(b) Outlined diagram provided ..... ☐ Yes ☐ No

Oath of Applicant

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

Signature	Print name and Title	Date
Sarah Little	Sarah Little Assistant Secretary	1/26/2023

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority

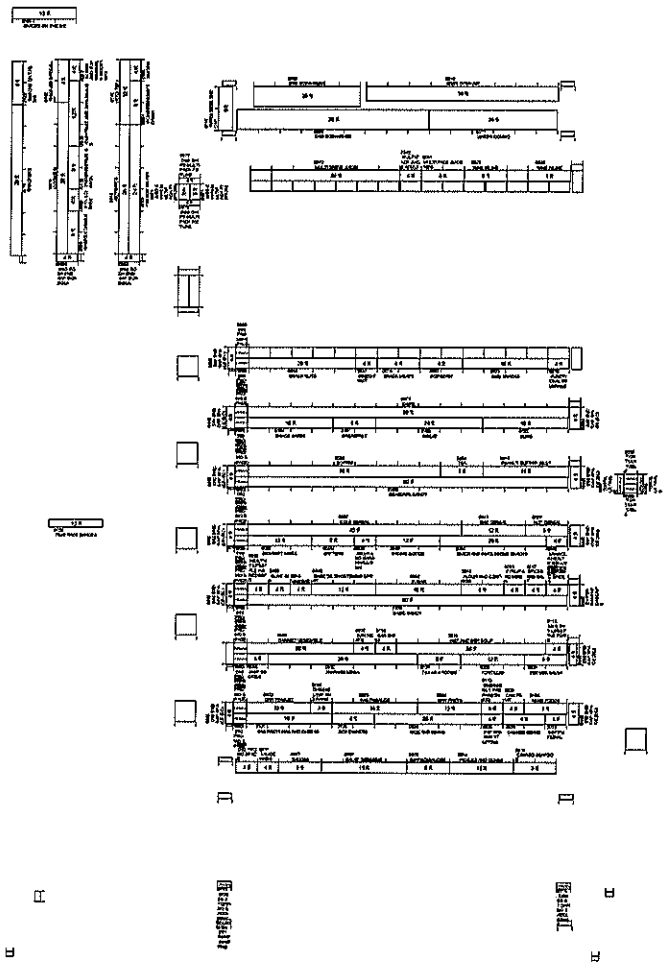
Signature	Title	Date

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date

Store 05232 - RIFLE CO - D01_81_92_95_96



Effective Date: 10/7/2022 12:00:00 AM	WAL-MART STORES, INC.-CONFIDENTIAL	Print Date: 1/22/2023 11:03 PM

Agenda Item #5.c.

Agenda Item Name:
Consider Liquor License Renewal for El Rincon Centroamericano dba El Rincon Centroamericano

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Liquor License Renewal for El Rincon Centroamericano dba El Rincon Centroamericano

Recommended Action:
Move to approve the Liquor License Renewal for El Rincon Centroamericano dba El Rincon Centroamericano

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
El Rincon Centroamericano dba El Rincon Centroamericano, located at 1530 Railroad Avenue, Unit C, Rifle, CO, has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. REDACTED - El Rincon Liquor License Renewal

DR 8400 (12/28/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 50.00
Renewal Fee	
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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 may collect the payment amount directly from your banking account electronically.

RECEIVED
FEB 0 3 REC'D
City Clerk
City of Rifle

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
Erickson Izaguirre	El Rincon Centroamericano			
Liquor License #	**License Type**	**Sales Tax License Number**	**Expiration Date**	**Due Date**
0316134	Hotel & Restaurant	85-427517	07-03-2023	02-03-2023
Business Address				**Phone Number**
1530 Railroad unit c, Rifle, CO, 81650				9703096091
Mailing Address			**Email**	
1530 Railroad unit c, Rifle, CO, 81650			jeikkel27@icloud.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**

1. Do you have legal possession of the premises at the street address above? ☑ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☑ Rented* *If rented, expiration date of lease 2025

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☑ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☑ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☑ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☑ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☑ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☑ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☑ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☑ No

Affirmation & Consent
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.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Erickson Izaguirre	01-12-23
Signature	Date
	Owner

Report & 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 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Erickson Izaguirre am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Erickson Izaguirre (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)	Social Security Number/Tax Identification Number
Erickson Izaguirre	
Address	
1530 Railroad Ave, unit C, Rifle, CO, 81650	
City / State / Zip	
Rifle / CO / 81650	
Home Phone Number	Business/Work Phone Number
	970 625 9366
Printed name of person signing on behalf of the Applicant/Licensee	
Erickson Izaguirre	
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date signed
Erick	01-12-2023

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Agenda Item #5.d.

Agenda Item Name:
Consider Ordinance No. 4, Series of 2023 to Change GRIT Board Membership Requirements - 2nd Reading

Presenter:
Patrick Waller, Planning Director

Item Description:
Consider Ordinance No. 4, Series of 2023 to Change GRIT Board Membership Requirements

Recommended Action:
Move to approve Ordinance No. 4, Series of 2023 on 2nd Reading

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
In 2017, Ordinance Number 24, Series of 2017 was approved by the City Council. This Ordinance changed the original Visitor Improvement Fund Advisory Board structure to include five members who are citizens within city limits or represent a business within city limits, a City Council liaison (non-voting) and dedicated seats for the Downtown Development Authority, Rifle Area Chamber of Commerce, and Rifle Regional Economic Development Corporation.

Executive Summary:
The GRIT Advisory Board requests that the dedicated seats held for the DDA, Chamber, and RREDC revert to at large seats that can be filled with interested residents or representatives of businesses within city limits.

Notification Requirements:
As required per the Municipal Code

Prepared By:
Misty Williams, City Clerk

Attachments:
1. MEMOFeb 1, 2023 GRIT Advisory Board Makeup

2. Ordinance No. 4-GRIT Amendments

DEPARTMENT OF PLANNING & DEVELOPMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490 Fax: 970-625-6268

MEMORANDUM

TO: City Council

FROM: Kim Burner, GRIT Manager; Patrick Waller, Planning Director

DATE: January 24, 2023

SUBJECT: Greater Rifle Improvement Team (GRIT) Advisory Board Makeup

In 2017, Ordinance Number 24 Series of 2017 was approved by then City Council. This Ordinance changed the original Visitor Improvement Fund Advisory Board structure to include five members who are citizens within city limits or represent a business within city limits, a City Council liaison (non-voting) and dedicated seats for the Downtown Development Authority, Rifle Area Chamber of Commerce, and Rifle Regional Economic Development Corporation.

The Ordinance also codified the Visitor Improvement Fund as the funding mechanism for the Greater Rifle Improvement Team (GRIT). GRIT became the publically used name for the Visitor Improvement Fund Advisory Board

The recent lack of consistent participation by some of these organizations has made it increasingly difficult for the GRIT Advisory Board to meet a quorum to conduct business. In the last 24 months the GRIT Advisory Board was unable to reach a quorum 4 times; this number is only due to the dedication of other board members.

The GRIT Advisory Board requests that the dedicated seats held for the DDA, Chamber, and RREDC revert to at large seats that can be filled with interested residents or representatives of businesses within city limits.

CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 2, ARTICLE 12 OF THE RIFLE MUNICIPAL CODE REGARDING THE MEMBERSHIP OF THE GREATER RIFLE IMPROVEMENT TEAM (GRIT) BOARD.

WHEREAS, the City of Rifle ('Rifle" or the "City") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Rifle Home Rule Charter; and

WHEREAS, in 2007, the voting electorate of the City approved a ballot question establishing the visitor improvements fund and a local lodging and accommodations tax to be used primarily for visitor improvements and attractions, historic preservation, special events, beautification projects in the City, and the promotion of the City and its environs; and

WHEREAS, subsequent to the approval of the ballot question approving the tax, the Visitor Improvements Fund Advisory Board ("VIF Board") was created by Ordinance No. 33, Series of 2007; and

WHEREAS, the Greater Rifle Improvement Team ("GRIT") functioned locally to improve collaboration on shared goals such as tourism, economic development, and quality of life improvements, which goals aligned closely with those of the Visitor Improvements Fund Advisory Board; and

WHEREAS, to streamline the common objectives of the VIF Board and the GRIT Board, by Ordinance No. 24, Series of 2017, the membership and duties of the VIF Board were amended in Chapter 2, Article 12 of the Rifle Municipal Code essentially merging the two Boards through an enhanced VIF Board structure; and

WEREAS, to better reflect this new structure and community understanding of its scope, the Rifle City Council by Ordinance No. 9, Series of 2019 amended Chapter 2, Article 12 changing the name of the VIF Board to the GRIT Board; and

WHEREAS, as attendance and participation of the GRIT Board has evolved, the City Council desires to amend the membership of the GRIT Board to ensure its functionality.

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

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

2. Code Amendment. Section 2-12-20(a) of the Rifle Municipal Code is hereby amended as follows, with underlined text added and ~~strike-through language deleted~~:

Sec. 2-12-20. Membership.

(a) The GRIT Board shall consist of seven (7) voting members, plus one (1) alternate member with voting rights only in the absence of a regular member. Membership on the GRIT Board shall be in compliance with Section 2-2-50(b) of this Code.

The intent of the GRIT Board structure is to bring together citizens, business interests, and key organizations in a collaborative partnership that attracts visitors and improves the quality of life for residents. The GRIT Board membership shall be comprised as follows:

~~(1) Five (5)~~ Eight (8) members, one (1) of whom shall serve as an alternate, who are citizens residing within the City of Rifle or are representatives of businesses located within the City. Hotel, restaurant, retail businesses and members of historic preservation groups are preferred, but not required.

~~(2) A representative of the Downtown Development Authority;~~

~~(3) A representative of the Rifle Area Chamber of Commerce; and~~

~~(4) A representative of the Rifle Regional Economic Development Corporation.~~

The City Council shall ~~also~~ appoint a liaison from the Rifle City Council to attend GRIT Board meetings as a non-voting participant.

INTRODUCED on February 1, 2023, read by title, passed on first reading with amendment, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 15, 2023, passed without amendment, approved and ordered published in full as required by Charter.

Dated this _____ day of _____, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #5.e.

Agenda Item Name:
Consider Landscape Maintenance / Snow Removal Contractor

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
Proposals were solicited for a single contractor to perform seasonal landscape maintenance and snow removal for specified properties of the city. This includes Parks Department areas, Grounds and Facilities Department areas, and Downtown planters and parking lots of the DDA.

Recommended Action:
Move to approve All Around Property Maintenance for Landscape and snow removal for up to $61,440.00 to be paid out of the Grounds and Facilities budget.

Fiscal Impact:
Grounds and Facilities budgeted for 2023 $61,440.00 for landscape and snow removal.

Operational Impact:
The Parks and Recreation / Grounds and Facilities Departments hire contractors to perform specific functions. This is efficient for time and purpose. It reduces the amount of full-time staff and overhead that would otherwise be required.

Prior Board Motions:
Approval of All Around Property Maintenance with unit costs and authorized the expenditure of up to $88,425.00 for landscape and snow removal per year, for three years, with the option to renew for two additional years for DDA, Grounds and Facilities, and Parks, subject to annual appropriation was approved at the April 6, 2022, regular meeting.

Background Information:
Proposals were solicited per purchasing policy in 2022 and three local area vendors attended a mandatory site walk-through with DDA Manager, Helen Rogers, and former Parks and Recreation/Grounds and Facilities Director, Tom Whitmore, prior to bid date. Proposals were received from two vendors, Daly Property Services, and All Around Property Maintenance. Proposals were evaluated and scored by a committee of 5. Proposals were scored based on a point system. There was a narrow margin between vendors but the committee is unanimously recommending All Around Property Maintenance for this term.
Because of the expanded maintenance areas constructed in the downtown area, the City is funding a portion of the maintenance for defined areas of the Downtown for the DDA. Maintenance for the DDA areas will also be included in the agreement with the approved contractor. The DDA Manager will manage the contractor for the DDA portion of the work, and the Parks and Recreation/Grounds and Facilities Department will manage the

contractor for the work for areas of the Civic Plaza--City Hall and Rifle Branch Library, the Rifle Creek Plaza (Brenden Theater site), South Rifle Roundabouts, the Justice Center, and the Parks Maintenance Facility. Vendors provided unit pricing for landscape and snow removal tasks. Estimated pricing is then calculated by using vendor unit pricing multiplied by an estimated number of operations, which is determined by staff.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:
1. Consider Landscape Maintenance-Snow Removal Contrator Memo 2.9.23
2. AAPM PO Request G-F 2023

Memo

To: Mayor Green and City Council Members

CC: Tommy Klein, City Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: February 9, 2023

Re: Consider Landscape Maintenance / Snow Removal

Mayor Green and City Council Members,

During your regularly scheduled meeting on April 6, 2022, the item to Consider Landscape Maintenance / Snow Removal Contactor for the City of Rifle and DDA Areas was presented. Staff recommended action was to approve All Around Property Maintenance and authorize the expenditure of up to $88,425.00 for landscape and snow removal per year, for three years, with the option to renew for two additional years. The funds were allocated as follows in 2022;

- DDA - $17,540.00
- G&F - $61,440.00
- Parks - $9,445.00

We are requesting approval of the expenditure of up to $61,440.00 for landscape maintenance and snow removal for 2023. The DDA and Parks approvals will follow the purchasing policy and be approved by the City Manager and Department Head. The DDA and Parks department have budgeted for these expenditures in 2023.

Respectfully,
Austin

CITY OF RIFLE
PURCHASE REQUEST

1.	**Vendor Name** NEW: W-9 attached ☐
	All Around Property Management

2.	**Vendor Address**
	697 County Road 266, Silt, CO 81652

3.	**For the Purchase of (description)**
	Landscape and Snow Removal 2023

4.	**Amount Requested**	**Amount Budgeted**	**Finance Director Verified Funds Avail.**
	$61,440.00	$147,000.000	

5.	**Dept. Name**	**General Ledger Acct #**
	Parks	100-4195-400-431

6.	**Type of Purchase**
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
✔	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	**Purchasing Process Required (Rifle Municipal Code sections for guidance)**		
☐	Cooperative Purchasing:	Sec 4-3-90	
☐	Open Market:	Sec. 4-3-40(c)	
☐	Comparative Pricing:	Sec. 4-3-40(d)	
✔	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	**Authorization Required**
✔	City Manager
✔	City Council

9.	**Signatures**		
	Position	**Signature**	**Date**
	Department Director	Austin Rickstrew	02/09/2023
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE ★

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #7.a.

Agenda Item Name:
(Acting as Liquor Licensing Authority) Public Hearing - Consider Application by Tapatios2, LLC. dba Tapatios for a Hotel & Restaurant Liquor License at 120 East 3rd Street, Unit C

Presenter:
Misty Williams, City Clerk

Item Description:
Tapatios2, LLC dba Tapatios, located at 120 East 3rd Street Unit C, Rifle, CO has applied for a new Hotel & Restaurant Liquor License

Recommended Action:
Move to approve the new Hotel & Restaurant Liquor License application for Tapatios2, LLC dba Tapatios, located at 120 East 3rd Street, Unit C

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Tapatios2, LLC dba Tapatios, located at 120 East 3rd St. Unit C, Rifle, CO, has applied for a new Hotel & Restaurant Liquor License.

Tapatios restaurant in Rifle is a branch restaurant of Tapatios located in New Castle, CO.

A final inspection of the premises will be conducted after the State License is received, and before the issuance of the liquor license.

Executive Summary:
Tapatios2, LLC dba Tapatios, located at 120 East 3rd St. Unit C, Rifle, CO, has applied for a new Hotel & Restaurant Liquor License.

The following criteria have been met by the applicant:
* The application is complete
* The public notice requirements have been met

* The fees have been paid
* The petition reflecting the needs and desires of the neighborhood was submitted

This application was submitted to the State of Colorado Liquor Enforcement Division on January 25, 2023, for Concurrent Review. Final approval from the State is pending this Public Hearing.

Notification Requirements:
Public hearing requirements have been met, via publication in the Glenwood Post Independent and the Public Notice poster displayed on the premises.

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. REDACTED New H&R Application - Tapatios 2, LLC

RECEIVED

JAN 0 9 2023

City Clerk
City of Rifle

DR 8404 (12/29/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

☑ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an ☐ Individual ☑ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: Tapatios2 LLC — FEIN Number:

2a. Trade Name of Establishment (DBA): Tapatios — State Sales Tax Number: 95472484-0000

3. Address of Premises (specify exact location of premises, include suite/unit numbers): 120 E 3rd St. C

City	County	State	ZIP Code
Rifle	Garfield	CO	81635

4. Mailing Address (Number and Street): C

City or Town	State	ZIP Code
Rifle	CO	81650

5.

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees*	
☐ Application Fee for New License	$1,100.00
☒ Application Fee for New License w/Concurrent Review	$1,200.00
☐ Application Fee for Transfer	$1,100.00

Section B — Liquor License Fees*	
☐ Add Optional Premises to H & R	$100.00 X _____ Total _____
☐ Add Related Facility to Resort Complex	$75.00 X _____ Total _____
☐ Add Sidewalk Service Area	$75.00
☐ Arts License (City)	$308.75
☐ Arts License (County)	$308.75
☐ Beer and Wine License (City)	$351.25
☐ Beer and Wine License (County)	$436.25
☐ Brew Pub License (City)	$750.00
☐ Brew Pub License (County)	$750.00
☐ Campus Liquor Complex (City)	$500.00
☐ Campus Liquor Complex (County)	$500.00
☐ Campus Liquor Complex (State)	$500.00
☐ Club License (City)	$308.75
☐ Club License (County)	$308.75
☐ Distillery Pub License (City)	$750.00
☐ Distillery Pub License (County)	$750.00
☒ Hotel and Restaurant License (City)	$500.00
☐ Hotel and Restaurant License (County)	$500.00
☐ Hotel and Restaurant License w/one opt premises (City)	$600.00
☐ Hotel and Restaurant License w/one opt premises (County)	$600.00
☐ Liquor–Licensed Drugstore (City)	$227.50

Section B (Cont.) — Liquor License Fees*	
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$75.00
☐ Manager Registration - Tavern	$75.00
☐ Manager Registration - Lodging & Entertainment	$75.00
☐ Manager Registration - Campus Liquor Complex	$75.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License–Additional (City)	$227.50
☐ Retail Liquor Store License–Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☐ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

*** Note that the Division will not accept cash**

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	**Total**
			$

DR 8404 (12/29/21)

Application Documents Checklist and Worksheet

Instructions: This checklist 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. **Questions? Visit:** *SBG.Colorado.gov/Liquor* **for more information**

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 (additional items may be required by the local licensing authority)
- ☑ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☐ A. No larger than 8 1/2" X 11"
- ☑ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☑ C. Separate diagram for each floor (if multiple levels)
- ☑ D. Kitchen - identified if Hotel and Restaurant
- ☑ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☑ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☑ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☑ A. Copy of articles of organization
- ☑ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☐ A. $75.00 fee
- ☑ B. Individual History Record (DR 8404-I)
- ☑ C. If owner is managing, no fee required

Name	Type of License	Account Number

		Yes	No
7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers 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 8a, b or c, explain in detail on a separate sheet.		
9.	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. _____	☐	☒
10.	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?	☐	☒
	or		
	Waiver by local ordinance?	☐	☐
	Other: _____		
11.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
13	a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
13	b. Are you a Colorado resident?	☒	☐
14.	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 financial interest in said business including any loans to or from a licensee.	☒	☐
15.	Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
	☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
	a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires
Milkin Enterprises, LLC.	Taqatios, LLC.	8-31-2027

	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
	c. Attach a diagram that designates the area to be licensed in black bold outline (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".		

16. 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.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

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.

17.	Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
	Number of additional Optional Premise areas requested. (See license fee chart)		
18.	For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19.	Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
	a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.**	☐	☐

Name	Type of License	Account Number

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

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

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?	☐	☐
b. Is the applicant a person who contracts with the institution of higher education to provide food services? **If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**	☐	☐

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Cornejo	Esmeralda

24. 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: Tacotas LLC Hotel and Restaurant 03-13939

Yes	No
☒	☐

25. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	☐	☐

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information.

	Yes	No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members.** In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	e Address, City & State	DOB	Position	%Owned
Esmeralda Cornejo	[redacted]		Owner	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** 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 and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

DR 8404 (12/29/21)

Name	Type of License	Account Number

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	Printed Name and Title	Date
[signature]	Esmeralda Cornejo Owner	11/14/22

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)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- ☐ Fingerprinted
- ☐ 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 _____
- ☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	☐	☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

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 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County

Signature	Print	Title	Date
Signature	Print	Title	Date

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Esmeralda Cornejo am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Tapatios 2LLC. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Tapatios LLC			
Address 120 3rd St. #C			
City Rifle	State Colorado	Zip 81650	
Home Phone Number	Business/Work Phone Number 970 984 0711		
Printed name of person signing on behalf of the Applicant/Licensee Esmeralda Cornejo			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Esmeralda Cornejo	Date signed 11/14/22		

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business	Home Phone Number
Tapatios	
2. Your Full Name (last, first, middle)	**3. List any other names you have used**
Cornejo, Esmeralda Janeth	
4.	**Email Address**
	notmu

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current	Parachute, CO. 81635		Present
Previous			

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To

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
N/A			

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

Colorado Liquor license for business in New Castle, CO.

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 United States? (If yes, explain in detail.) ☐ Yes ☑ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☑ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☑ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☑ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen

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	p. Gender	q.
		blue		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
$ _____

b. List the total amount of the **personal** investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ 28,000

*** If corporate investment only please skip to and complete section (d)**
**** Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Equipment, Furniture, Electronics	Checkings		

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature	Print Signature	Title	Date
Esmeralda	Esmeralda Cornejo	Owner	11/14/22

Affidavit - Restrictions On Public Benefits

I, Esmeralda Cornejo, 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 (MM/DD/YY)
Esmeralda Cornejo	11/14/22

COMMERCIAL LEASE

This Commercial Lease (the "**Lease**") is made on June 13, 2022 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); 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**: Milkin Enterprises, LLC, a Colorado limited liability company (the "**Landlord**").

2. **Tenant**: Tapatios, LLC (the "**Tenant**").

3. **Premises**: Landlord hereby leases and demises to Tenant the following real property: 120 E. Third Street, Suites A, B, and C, Rifle, Colorado 81650 (the "**Premises**").

4. **Term**: Landlord leases the Premises to Tenant from twelve o'clock noon on the 1st day of September, 2022 and until 11:59 p.m. on the 31st day of August, 2027 (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**: The rental payment is Five Thousand and 00/100 Dollars ($5,000.00) payable 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**"). Rental payments shall begin on January 1, 2023. Landlord hereby waives rental payments until that date. 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: 1435 Airport Road, Rifle, Colorado 81650 or at such other place designated by written notice from Landlord. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly.

6. **Option**: Tenant shall have one option to extend the Term, pursuant to the terms and conditions contained herein, for an additional three (3) year period (the "**Option**"). In the event Tenant desires to exercise the Option, Tenant shall, at least ninety (90) days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Landlord and Tenant shall during the next succeeding thirty (30) days negotiate the amount of Rent to be paid for the extended Term. In the event the parties are unable to negotiate such Rent for the extended period, the Term shall not be extended and the Lease shall terminate as herein otherwise provided. 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**: Tenant shall pay a security deposit (the "**Security Deposit**") in the amount of Five Thousand and 00/100 Dollars ($5,000.00) to Landlord. Security Deposit to be held by Landlord without interest as security for performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit is not advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon signing of this Lease, Tenant shall additionally pay Landlord for the last month of the Lease Term. Tenant shall not be entitled to the return of last month's rent or any portion thereof.

8. **Use**: The Premises shall be used for a full service restaurant, 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**: Tenant shall pay all water, sewer, gas, electricity, trash, telephone and other services and utilities used by Tenant on leased premises. In the event that Tenant fails to pay any utility bills in a timely manner, Landlord may, at its sole discretion, pay the utility bills in order to protect the Premises. All amounts paid by Landlord on Tenants behalf shall be immediately reimbursed by Tenant to Landlord.

10. **Repairs and Maintenance of the Premises**: The Landlord shall maintain the foundation, exterior walls, and roof of the Premises in good repair. The Tenant agrees to keep all the other improvements (including

Initials: _____ Landlord _____ Tenant

HVAC, hot water heater, plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall keep all sidewalks on the Premises free and clear of ice, snow and mud.

11. **Condition of Premises and Representations**: Tenant is familiar with the physical condition of the Premises. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or its suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. 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.

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

a. **Signage**: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with any local or state laws and regulations. Tenant shall repair any damage to the Premises resulting from the removal of signs installed by the Tenant.

b. **Prohibitions**: Tenant shall not act in any manner that would interfere with, or be a nuisance to 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 or co-tenants. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

c. **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.

d. **Spills**: Interior and exterior grounds must be cleaned of any spills including, but not limited to, flammables and pollutants (e.g. gas, oil and grease).

e. **Restroom Use**: The toilets, wash basins and other restroom facilities shall not be used for any purpose other than that for which they were constructed. No foreign substances of any kind shall be placed in them. Any fees incurred due to violation of this rule shall be the sole responsibility of the Tenant.

13. **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. 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. Landlord shall be entitled to assign the Lease at Landlord's sole discretion.

14. **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, normal wear and tear excepted.

15. **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. The three (3) compartment sink and attached plumbing ("**Landlord's Sink**") belongs to the Landlord and shall not be removed by Tenant at the expiration of the Term. The parties agree that repairs to Landlord's Sink are Tenant's responsibility. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

Initials: LC (Landlord) DP (Tenant)

16. **No Offset**: Tenant shall have no right to withhold or set off any Rent or Additional Rent due Landlord.

17. **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.

18. **Default**: If Tenant is in arrears in the payment of any installment of 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 remedy or series of remedies authorized by Colorado law.

19. **Liability Indemnification/Insurance**: Tenant hereby agrees to defend, pay, indemnify and hold harmless Landlord, Landlord's agents, and their respective successors and assigns, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at, or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises, or by any act or omission or negligence of Tenant, or their respective employees, agents, invitees, or contractors.

Tenant and all those claiming by, through, or under Tenant shall occupy and use the Premises solely at their own risk and Tenant and all those claiming by, through, or under Tenant shall hereby release Landlord to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to the merchandise, equipment, fixtures or other property, or damage to business from or on account of such occupancy and use.

20. **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.

21. **Insurance Requirements**: Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 per occurrence for bodily injury and/or property damage or combination thereof and not less than $2,000,000 aggregate for any one policy period. **Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph**. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

22. **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 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 landlord's 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 landlord's 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.

Initials: _____ _____
Landlord Tenant

23. **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.

24. **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 24 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 24 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 24 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 24, the Term hereby granted by the Lease shall cease and the 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 24. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 24, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. 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.

25. **Holdover**: 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.

26. **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.

27. **Notices**: All notices required to be sent under the Lease shall be in writing and either: (i) personally delivered, with proper proof of service; (ii) sent via U.S. first class mail, postage prepaid.; or (iii) sent via recognized overnight delivery service. 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.

28. **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.

29. **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.

Initials: _____ Landlord _____ Tenant

30. **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.

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

Dated as of the date first set forth above.

TENANT:

Esmeralda Cornejo
[Signature]

Esmeralda Cornejo
[Print Name]

Owner

LANDLORD:

Milkin Enterprises, LLC, a Colorado limited liability company

By: Dan Meskin, its Manager

Initials: _____ Landlord _____ Tenant

Colorado Secretary of State

Colorado Secretary of State
ID#: 20228011333
Document #: 20228011333
Filed on: 10/17/2022 08:56:18 PM
Paid: $1.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is TAPATIOS2 LLC

The principal office street address is 120 E 3rd St Unit C
Rifle CO 81650
US

The principal office mailing address is 120 E 3rd St Unit C
Rifle CO 81650
US

The name of the registered agent is TAPATIOS2 LLC

The registered agent's street address is 120 E 3rd St Unit C
Rifle CO 81650
US

The registered agent's mailing address is 120 E 3rd St Unit C
Rifle CO 81650
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

ESMERALDA CORNEJO
120 E 3rd St Unit C
Rifle CO 81650
US

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

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

ESMERALDA CORNEJO
120 E 3rd St Unit C
Rifle CO 81650
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

TAPATIOS2 LLC

is a

Limited Liability Company

formed or registered on 10/17/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20228011333 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/06/2023 that have been posted, and by documents delivered to this office electronically through 01/09/2023 @ 19:14:20 .

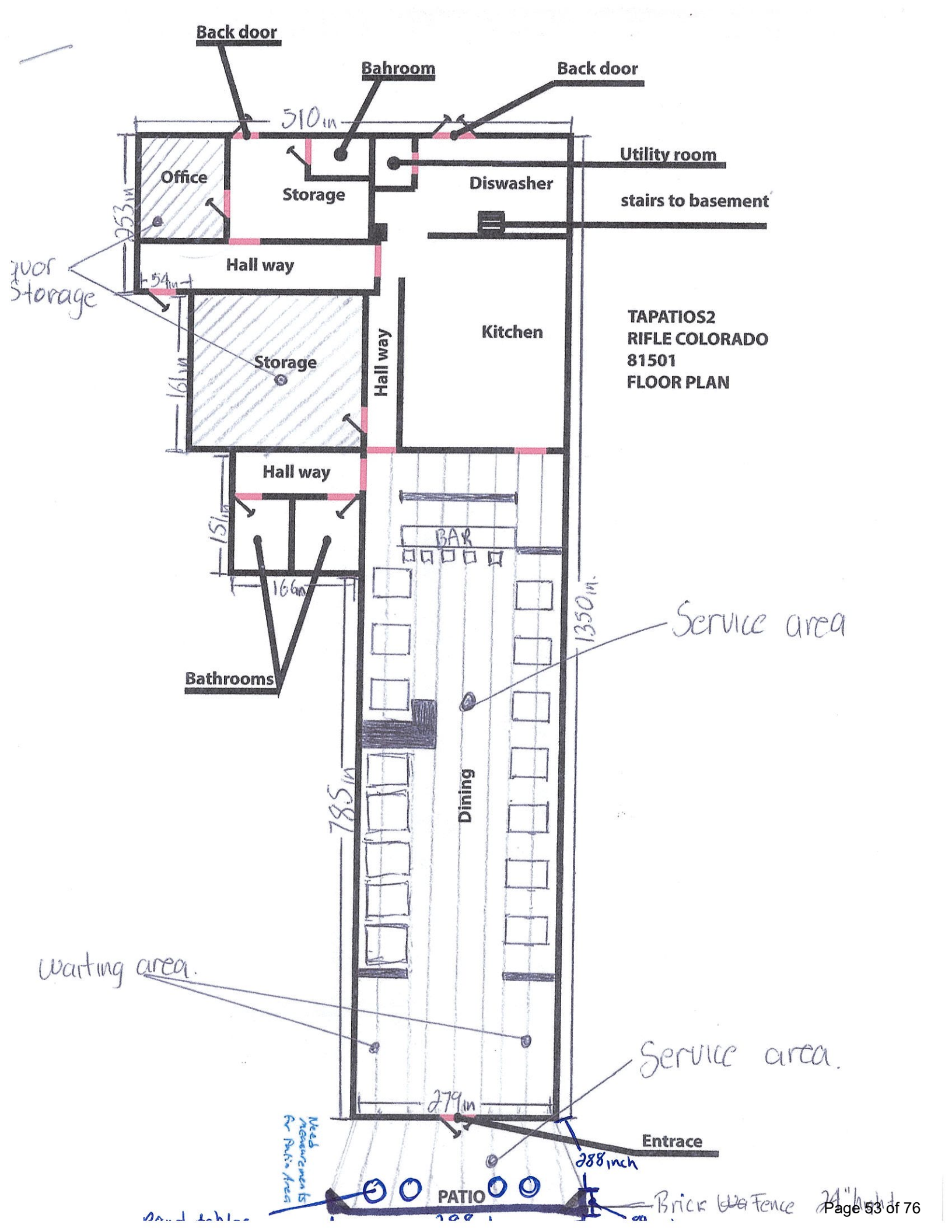
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/09/2023 @ 19:14:20 in accordance with applicable law. This certificate is assigned Confirmation Number 14595655 .

Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."


Back door
Bahroom
Back door
510 in
Office
Storage
Utility room
Diswasher
stairs to basement
253 in
Hall way
54 in
Storage
Storage
161 in
Hall way
Kitchen
TAPATIOS2
RIFLE COLORADO
81501
FLOOR PLAN
Hall way
151 in
BAR
166 in
1350 in.
Service area
Bathrooms
785 in
Dining
Waiting area.
Service area.
279 in
Entrace
288 inch
Need measurements for Patio Area
PATIO
Brick Fence

43.3ft
101ft
Basement
stairs to basement

PETITION

Name of Establishment: Tapatios LLC

Address: 120 E 3rd street unit C. Rifle CO 81650. Type of Liquor License: Hotel and Restaurant

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. David Edwards	David Edwards	Yes	920 W 24th Rifle 81650
2. Elvia Navin J.	Elvia Navin	Yes	3131 hwy 13 Rifle CO 81650
3. Forest Matis		yes	104 creekside drive Rifle Co,
4. Melissa Matis		yes	104 Creekside dr. Rifle Co
5. Karla Quintana	Karla Quintana	yes	723 E 3rd st Rifle Co 81650
6. Laura Elena Gutierrez		Yes	2442 East Ave Rifle CO
7. Shannon K McKee	Shannon McKee	yes	448 evergreen dr. Rifle Co
8. Heidi Nunez		yes	9557 county Rd 320 Rifle CO
9. Gerardo Xavier Lopez		yes	1320 Airthom Dr Rifle Co
10. Jessica Bracamontes		Yes	372 W. 28th Ct. Rifle, CO. 8165
11. ~~Alfredo Andrade~~		~~yes~~	~~SILT CO 133~~
12. Benjamin Andrade		yes	840 Railroad Ave, Rifle, CO, 81650
13. Jeremy Smith		yes	1805 Cty Rd 320 Rifle CO 81650
14. Jaze Figueiro		Yes	323 Hutton Ave Rifle 81650
15. GERARDO GARCIA		Yes	761 Birch Ave Rifle 81650
16. Gerardo Montes		yes	900 west 20th street #320 Rifle CO
17. Cesar Ramos		Yes	
18. Tom Kacy		Yes	3 Elm st. R. Fl. Co.
19. Cris Sunchez		Yes	1112 W 5th Street Rifle CO
20. Erik Garcia		yes	1619 Ballard Ave. Rifle CO.
21. Mario Gutierrez		yes	2442 East Ave Rifle CO
22. Cesar Perez		yes	326 W 25th st Apt 4
23. Mayett Perez		yes	3240 W 25th St Apt.
24. Nonemi Lucero		Yes	27653 Hwy 6 #51 Rifle
25. Anthony Ross		yes	1441 Jays Ave Rifle

Name of Establishment: Tapatios

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Esmeralda Cornejo	Tom Regan	2023 oct 8
Octavio Diaz	Tom Regan	10-08-23
Anastacio Marquez	Tom Regan	04-14-25
Gerardo Rojas	Tom Regan	04-4-25
Laura Gutierrez	Tom Regan	04-04-25
Arturo Jimenez	Tom Regan	04-04-25
Erik Almazan	Tom Regan	04-14-25

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is 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 and the Rifle Municipal Code which affect my license.

Esmeralda Cornejo
Applicant

11-14-22
Date

Attach additional sheets if necessary. Return this form with your Application.

AFFIDAVIT CONCERNING CRIMINAL HISTORY

I, Esmeralda Cornejo Carranza, swear or affirm:

My date of birth is 04/20/1990 and

ec (initial) I certify that I have not been convicted of any criminal offense excluding minor traffic offenses of less than eight (8) points but including any traffic offense in which drugs or alcohol were involved.

OR

_____ (initial) I certify that I have been convicted of the following criminal offenses. List offense, date of conviction, court and case number, and state and county of the court. (Minor traffic offenses of less than eight (8) points need not be listed if no alcohol or drugs were involved.)

Offense: _____
Date of Conviction: _____
Court & Case Number: _____
State & County of the Court: _____

Under penalty of perjury, I swear/affirm that the information provided above is true.

Esmeralda Cornejo Carranza
Signature and Date

State of Colorado)
) SS
County of Garfield)

Subscribed and sworn to before me on this 23rd day of January 2023.

(Seal) JESSICA LOVO
Notary Public
State of Colorado
Notary ID # 20084025493
My Commission Expires 07-09-2025

Notary Public

My commission expires: 07/09/2025

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Esmeralda Cornejo Carranza

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.

Esmeralda Cornejo
Applicant/Agent for Applicant

11/14/22
Date

FOR CITY USE ONLY:	DATE APPLICATION RECEIVED: 1/9/23

Agenda Item #8.a.

Agenda Item Name:
Consider Resolution No. 7, Series of 2023 - Resolution of Substantial Compliance for Fritzlan Annexation

Presenter:
Patrick Waller, Planning Director

Item Description:
Consider Resolution No. 7, Series of 2023 - Resolution of Substantial Compliance for Fritzlan Annexation

Recommended Action:
Move to approve Resolution No. 7, Series of 2023

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
The applicant is applying for annexation into the City of Rifle. The Resolution of Substantial Compliance is the first step in the annexation process.

Executive Summary:
The Resolution of Substantial Compliance is required by Colorado State Statute to begin the annexation process. This Resolution only provides a representation from the applicant that they meet State Statute requirements to request an annexation into the City. A public hearing will be set for review of the annexation on April 19, 2023.

Notification Requirements:
No additional public notice required.

Prepared By:
Patrick Waller, Planning Director

Attachments:
1. Staff Memo
2. Resolution No. 7-Fritzlan Annexation Petition-Substantial Compliance

DEPARTMENT OF PLANNING & DEVELOPMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6491

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Patrick Waller, Planning Director

DATE: February 15, 2023

SUBJECT: Resolution of Substantial Compliance

CASE: Fritzlan Annexation

PURPOSE

Pursuant to State Statute, City Council must approve a Resolution of Substantial Compliance before annexation proceedings can ensue. The Resolution acknowledges the applicant's findings that the subject property is eligible for annexation per Colorado State Statute and sets a date certain for a Public Hearing to consider the annexation. *The purpose of this resolution is not to contemplate or approve the annexation; it is to schedule the public hearing for that purpose.*

RECOMMENDATION

Staff recommends City Council approve the Resolution of Substantial Compliance for the Maverik Annexation, and set a public hearing date of April 19, 2023

BACKGROUND

The subject property is located north west of the intersection of Megan Avenue and Last Chance Drive. The property is approximately 7.9 acres and residential development is proposed. The Planning Commission public hearing to consider the annexation and rezoning request is scheduled for March 28, 2023.

CITY OF RIFLE, COLORADO
RESOLUTION NO. 7
SERIES OF 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, FINDING THE FRITZLAN ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in July 2022, Eco Dwelling, LLC filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Fritzlan Annexation described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City planning staff advised the Council that after a review of the annexation Petition and map, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. §31-12-107; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Rifle, Colorado.

2. The requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:

A. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Rifle, Colorado.

B. A community of interest exists between the area proposed to be annexed and the City of Rifle, Colorado.

C. The area proposed to be annexed is urban or will be urbanized in the near future.

D. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Rifle, Colorado.

3. The requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:

A. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(1) has been divided into separate parts or parcels without the written consent

of the landowner or landowners thereof.

(2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of $200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.

B. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Rifle, Colorado, of all or part of the territory proposed to be annexed.

C. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.

D. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Rifle more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Rifle has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Rifle, Colorado, of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

A. A written legal description of the boundaries of the area proposed to be annexed to the City of Rifle, Colorado;

B. The boundary of the area proposed to be annexed to the City of Rifle, Colorado;

C. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Rifle, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Rifle, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

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 Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

3. The City Council of the City of Rifle, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. §31-12-104 and §31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on **April 19, 2023**, commencing at the hour of 7 p.m. in the City Council Chambers, 202 Railroad Avenue, Rifle, Colorado.

4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Rifle, Colorado.

5. The City Clerk of the City of Rifle, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. §31-12-108(2), as amended, to be published once a week for four (4) successive weeks in the *Citizen Telegram*, a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the City Clerk to the board of county commissioners and to the county attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 15th day of February, 2023.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE¼SE¼ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corer of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

Agenda Item #8.b.

Agenda Item Name:
Consider Resolution No. 8, Series of 2023 - Extend the Final Plat Approval for Pioneer Mesa Subdivision - Filing 2

Presenter:
Patrick Waller, Planning Director

Item Description:
Consider Resolution No. 8, Series of 2023 to Extend the Final Plat Approval for Pioneer Mesa Subdivision - Filing 2

Recommended Action:
Move to approve Resolution No. 8, Series of 2023

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
City Council approved Pioneer Mesa Subdivision Filing 2 on April 6, 2022.

Background Information:
The Rifle Municipal Code requires that a Final Plat is recorded within one-year of approval of the application. If the Final Plat is not recorded and an extension is not approved by Council, the subdivision approval becomes void.

Executive Summary:
City Council approved the Final Plat for Pioneer Mesa Subdivision on April 6, 2022. The applicant has submitted a request to extend the approval (see attached letter included in the packet).

Notification Requirements:
No additional public notice required.

Prepared By:
Patrick Waller, Planning Director

Attachments:
1. Pioneer Mesa_SIA Extension Request

2. Resolution No. 8-Pioneer Mesa Filing 2 Extension

February 2, 2023

Patrick Waller
City of Rifle Planning Director

Mr. Waller,

I am a writing to request an extension to the Pioneer Mesa Subdivision Improvement Agreement. Given the uncertain economic times, particularly with the rise in interest rates, we as a company have had a difficult time making sense of the Pioneer Mesa Project as purely lot sales.

Once the economic uncertainty appears to settle, we will most likely go vertical on the individual estate style homes ourselves.

It would be a huge helpful for you to extend the SIA for another year and we look forward to getting this project started once we have a better sense of a stabilized economy.

Best regards,

Patrick Scanlan / Director of Development
pscanlan@fortiuscap.com / Phone 970 331-4292

Fortius Capital

245 Chapel Place, Suite C201

PO Box 8690
Avon CO 81620
970 476 6415

CITY OF RIFLE, COLORADO
RESOLUTION NO. 8
SERIES OF 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, EXTENDING THE FINAL PLAT APPROVAL FOR PIONEER MESA SUBDIVISION, FILING 2.

WHEREAS, by Ordinance No. 2, Series of 2022, the City Council of the City of Rifle approved the final plat application for Pioneer Mesa Subdivision, Filing 2 described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Rifle Municipal Code Section 16-5-440(f), final plat approval for a subdivision expires if the final plat is not recorded within one year of approval unless extended by the City; and

WHEREAS, the owners of Pioneer Mesa Subdivision, Filing 2 have requested an extension of the final plat approval which the City Council is willing to grant subject to the terms and conditions of the initial final plat approval.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.

2. The City Council of the City of Rifle hereby extends the final plat approval for Pioneer Mesa Subdivision, Filing 2 until April 6, 2024 subject to the terms and conditions set forth in Ordinance No. 2, Series of 2022 and the Subdivision Improvements Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 976339.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 15th day of February, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:
THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OFWAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;

THENCE NORTH 00°38'48" EAST 171.57 FEET;
THENCE NORTH 32°07'12" WEST 514.98 FEET;
THENCE NORTH 00°38'48' EAST 888.74 FEET;
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.
IN THE CITY OF RIFLE
COUNTY OF GARFIELD
STATE OF COLORADO

Agenda Item #8.c.

Agenda Item Name:
Consider Resolution No. 9, Series of 2023 - Support for FMLD Mini-Grant Application for Grand Hogback Trail System

Presenter:
Patrick Waller, Planning Director

Item Description:
FMLD Mini Grant Application

Recommended Action:
Move to approve Resolution No. 9, Series of 2023

Fiscal Impact:
No matching funds are required for the mini-grant application.

Operational Impact:
None

Prior Board Motions:
The City of Rifle has previously supported the Grand Hogback Trail System through the expenditure of Conservation Trust Fund money.

Background Information:
The Grand Hogback Trail System is partially built through funding from a CPW grant, City of Rifle and other partners.

Executive Summary:
Full construction of the Grant Hogback trail system requires an additional $90,000. The FMLD Mini Grant is being requested for $25,000.

Notification Requirements:
None.

Prepared By:
Patrick Waller, Planning Director

Attachments:
1. Resolution No. 9-GCFMLD Mini Grant-Grand Hogback Trail System

CITY OF RIFLE, COLORADO
RESOLUTION NO. 9
SERIES 2023

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A MINI GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE GRAND HOGBACK TRAIL SYSTEM.

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District ("GCFMLD"); and

WHEREAS, the City of Rifle has submitted a Grant Application requesting a total award of $25,000 for the Grand Hogback Trail System (the "Project"); and

WHEREAS, the City Council of the City of Rifle supports the completion of the Project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.

2. The City Council strongly supports, and the City Manager is hereby authorized to submit, the Grant Application for a mini grant with the GCFMLD for the Project.

3. The Project site is owned by the Bureau of Land Management ("BLM"), a federal public agency, and will be owned by the BLM for the next 25 years. The City of Rifle has a cooperative relationship with the BLM regarding the Grand Hogback Trail System, acts as fiscal agent for funding partners expanding the trail network and will continue to facilitate such cooperation to ensure the Project is maintained in a high-quality condition.

4. If a grant is awarded, the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with the GCFMLD and authorizes the expenditure of funds necessary to meet the terms and obligations of the Grant Agreement.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 15th day of February 2023.

ATTEST: CITY OF RIFLE, COLORADO

By _____ By _____
City Clerk Mayor

Agenda Item #9.a.

Agenda Item Name:
Report to City Manager

Presenter:
Tommy Klein, City Manager

Item Description:
Staff report on notable tasks completed within the individual departments.

Recommended Action:
No action necessary

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Work Report to City Manager
02/10/2023

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. Report to City Manager 02.10.2023

WORK REPORT TO CITY MANAGER

02.10.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns. Slowly building our Instagram account.
- Sent out Fall/Winter Employee Newsletter.
- Kim Burner and I met with a Hollywood producer who is looking to film scenes for a movie here later this year. The film is the last Penny Marshall work and stars Chris and Liam Hemsworth, James Marsden and Blake Lively. He described it as a thriller involving the rescue of endangered animals. They would be hiring local people for crew work as well as extras in speaking and non-speaking acting roles. And, of course, patronizing our local businesses.
    - Being that this is Hollywood we are dealing with, we'll see what happens. But it's fun to think about the possibility that we can all become those boring people who regale everyone we know with "I live where they shot that movie!" ☺

COURT

- Handled 47 adult cases and 05 juvenile cases on February 1 court day.
- Held 07 telephone hearings with inmates in custody.
- Still waiting on our text messaging module. It will send automatic text message reminders to people the day before their court hearings. They are supposedly still hung up on getting verification for the phone number it will utilize.

PUBLIC WORKS

- Projects in design phase: Whiteriver, Tripp, and Morrow Dr. re-construction; E. 5th & Ute rebuild; Railroad Ave – 5th to 9th rebuild; all at various stages of design with construction in 2024 & 2025
- Park Hill retaining wall for City/Frontella property line: awaiting CTL Thompson engineering design report for wall
- Whiteriver Signalization: preparation of plans for Final Office Review (FOR) – 90% Plan Design Meeting tentatively planned for mid to late April 2023; anticipating a June 2023 Bid Release
- Development of design for the new Park-n-Ride; planning for a late summer bid release.
- Update of Public Works Manual – 35%
- Developing plans and procedure and receiving 3rd party review for Colorado River Bridge 16" water line restraint and alignment repair. Plans are at 95% with review and bid release by March 1, 2023
- Design review and comment on various residential and commercial developments

FLEET

- Fleet maintenance for winter operations
- Snowplow equipment maintenance

OPERATIONS & MAINTENANCE

- Snowplow operations
- Pothole repair, street maintenance, and weed tree control.
- Snowplow equipment maintenance

Two weeks look-ahead

- Snow removal efforts
- Preparation for Spring Auction of Surplus Vehicles