



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

January 20, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. I-70 Gateway Landscaping Update

7:00 PM - Regular Meeting

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
 - 3.a. Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda
4. **Consent Agenda**
 - 4.a. Consider Minutes of the November 18, 2020, Regular Meeting
 - 4.b. Consider Designating a Public Posting Place - Resolution No. 1, Series of 2021
5. **Action, if any, on Workshop Items**
6. **Public Hearing**
 - 6.a. (Acting as Liquor License Authority) Public Hearing - Consider Application by Capitol Deli, LLC, dba Capitol Deli for a Hotel and Restaurant Liquor License at 851 Railroad Avenue.
7. **Regular Agenda**
 - 7.a. Consider Purchase of 2021 Police Vehicle

7.b. Consider Amending Appendix A of the Rifle Municipal Code regarding sanitation and water rates for 2021 - Ordinance No. 1, Series of 2021

7.c. Consider Additional CARES Act Expenditures in 2021

8. Administrative Reports

8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment



Agenda Item #a.

Agenda Item Name:

I-70 Gateway Landscaping Update

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Present current concept of I-70 Gateway Landscaping as well as updates on schedule and budget

Recommended Action:

No action will be required in the regular agenda for this workshop.

Fiscal Impact:

Operational Impact:

The concept will increase the maintenance that Parks Department currently performs at the roundabouts. The estimated cost for this if outsourced is \$3,000 per year.

Prior Board Motions:

Background Information:

In 2010 a conceptual Rifle Gateway plan was created by PBS&J. The plan covered all of the gateway to Rifle including the I-70 interchange. At the I-70 interchange three concepts were provided and were presented in public workshops. The consensus of the workshops was to keep the landscape simple with low water use. The selected "Talus Slope" concept was the preferred concept but had a construction cost of \$1,570,000.

This cost was impractical and the project was never constructed. What the report did provide was the due diligence of permitting requirements that are expected with landscaping the I-70 interchange.

In 2020 Ayres was engaged through competitive bidding and has provided a landscape design using some of the talus slope elements as well as elements from the roundabout for a design with a construction cost near \$240,000.

Executive Summary:

This workshop will cover the design process to date and provide concepts for what the final design will be.

Notification Requirements:**Prepared By:**

Craig Spaulding, Civil Engineer

Attachments:

1. Memo I-70 Landscape Design Workshop
2. I-70_Gateway Design Workshop

PUBLIC WORKS



TO: Scott Hahn
FROM: Craig Spaulding
DATE: January 12, 2021
RE: I-70 Gateway Landscaping Workshop.

The purpose of the following memo is to summarize the planned I-70 Gateway Landscaping Workshop.

In 2010 a conceptual Rifle Gateway plan was created by PBS&J. The plan covered all of the gateway to Rifle including the I-70 interchange. At the I-70 interchange three concepts were provided and were presented in public workshops. The consensus of the workshops was to keep the landscape simple with low water use. The selected "Talus Slope" concept was the preferred concept but had a construction cost of \$1,570,000. This cost was impractical and the project was never constructed. What the report did provide was the due diligence of permitting requirements that are expected with landscaping the I-70 interchange.

In 2020 Ayres was engaged through competitive bidding and has provided a landscape design using some of the talus slope elements as well as elements from the roundabout for a design with a construction cost near \$240,000.

This workshop will cover the design process to date and provide concepts for what the final design will be. There will also be updates on schedule and budget. The goal of the workshop is to inform council of the design and to ensure there are not any major changes to be requested prior to engaging CDOT in design review.

City of Rifle I-70 Gateway Project

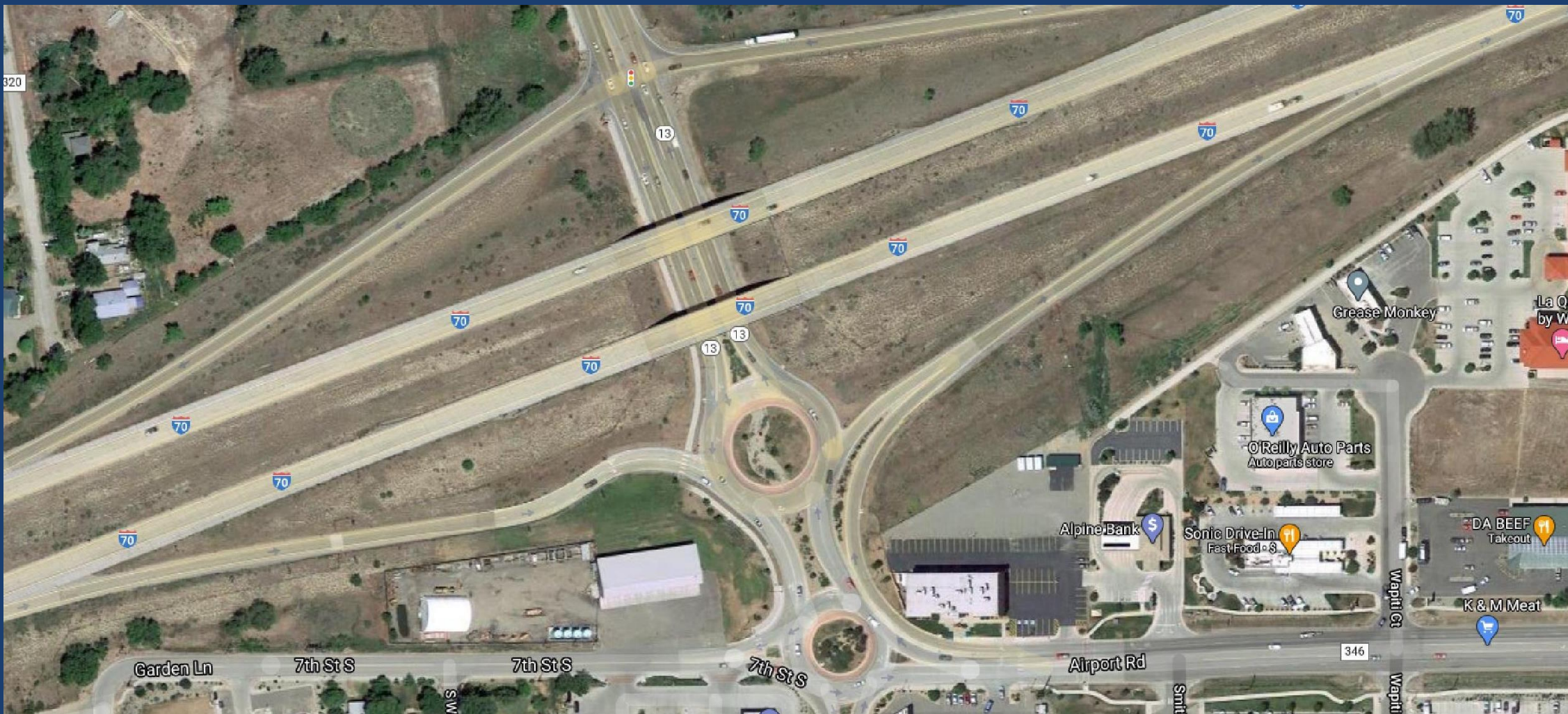
David Land, PLA, LEED AP
Senior Project Manager and Landscape Architect

Ingenuity, Integrity,
and Intelligence.

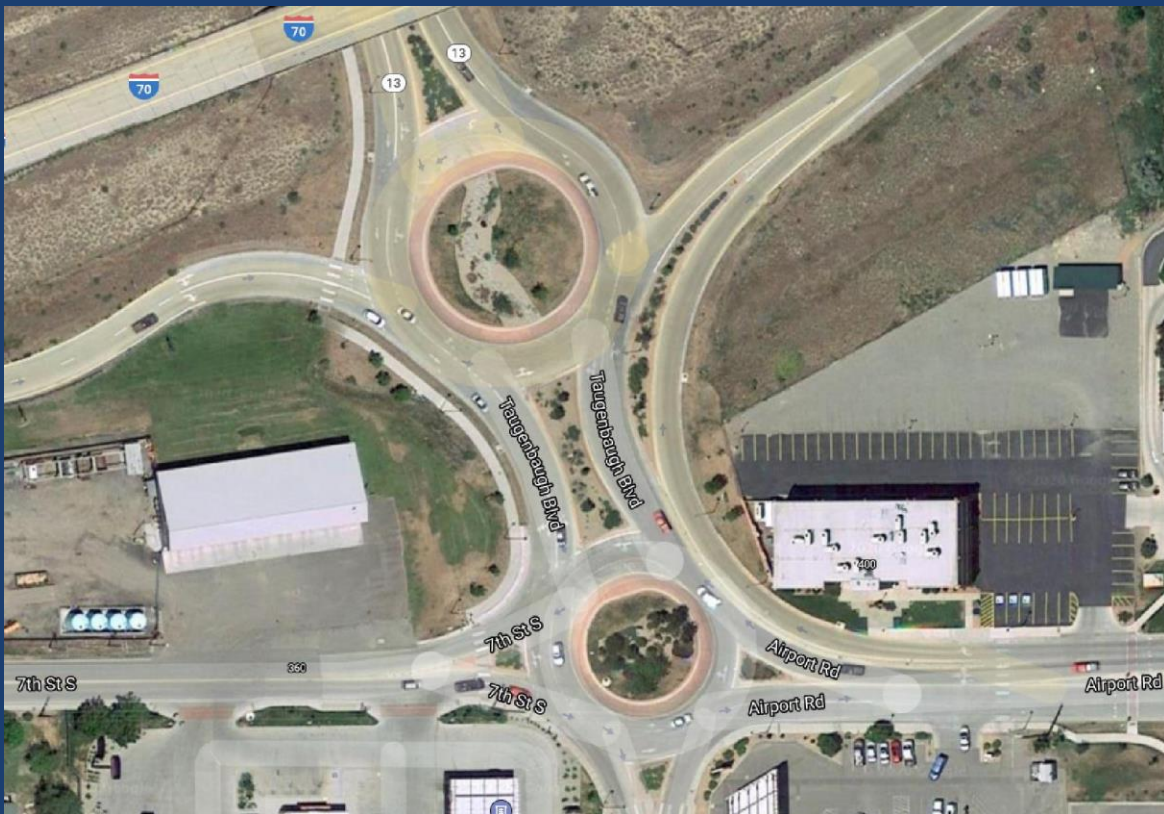
www.AyresAssociates.com



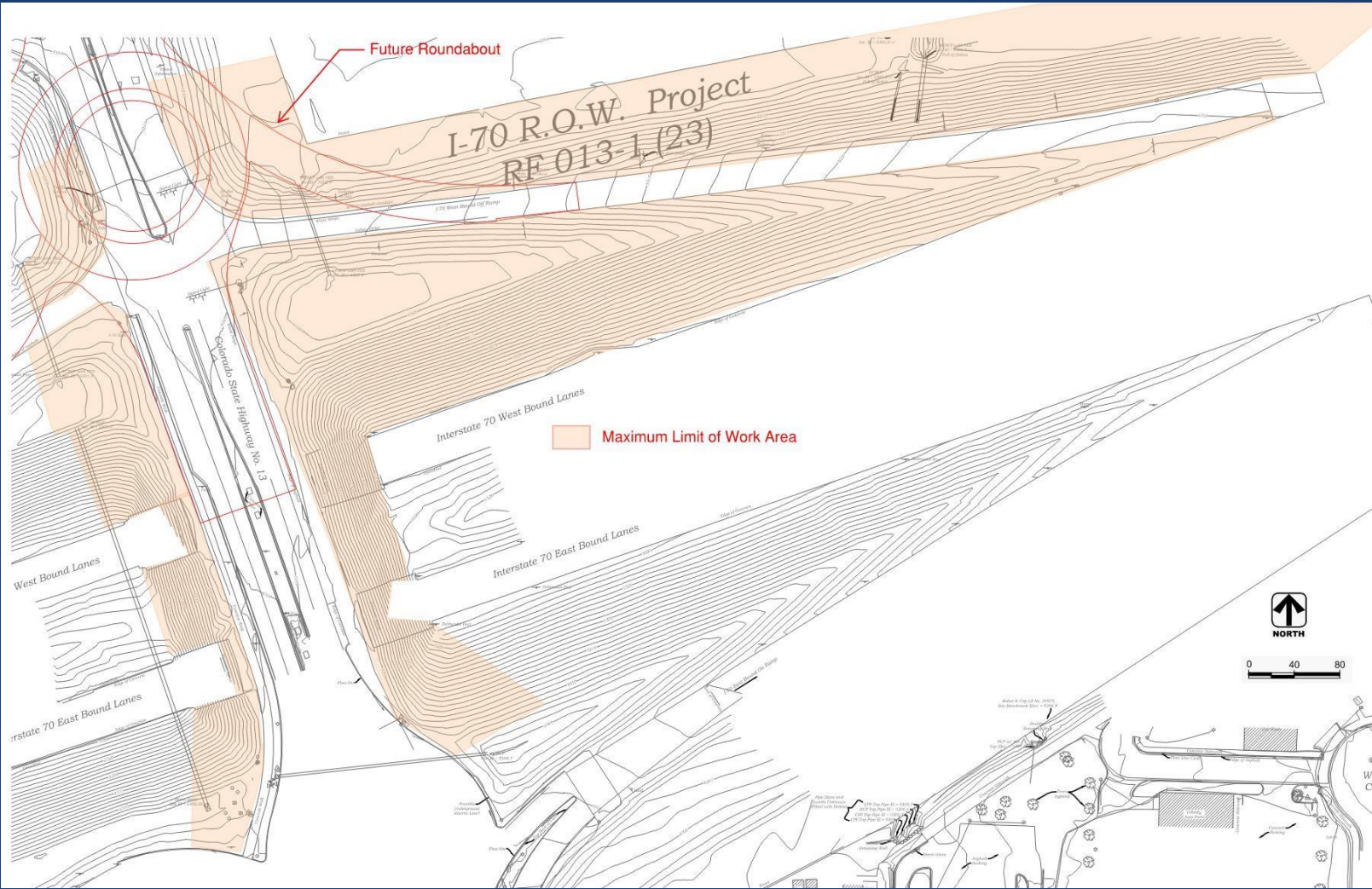
Existing Conditions and Site Analysis - Overall Site Area



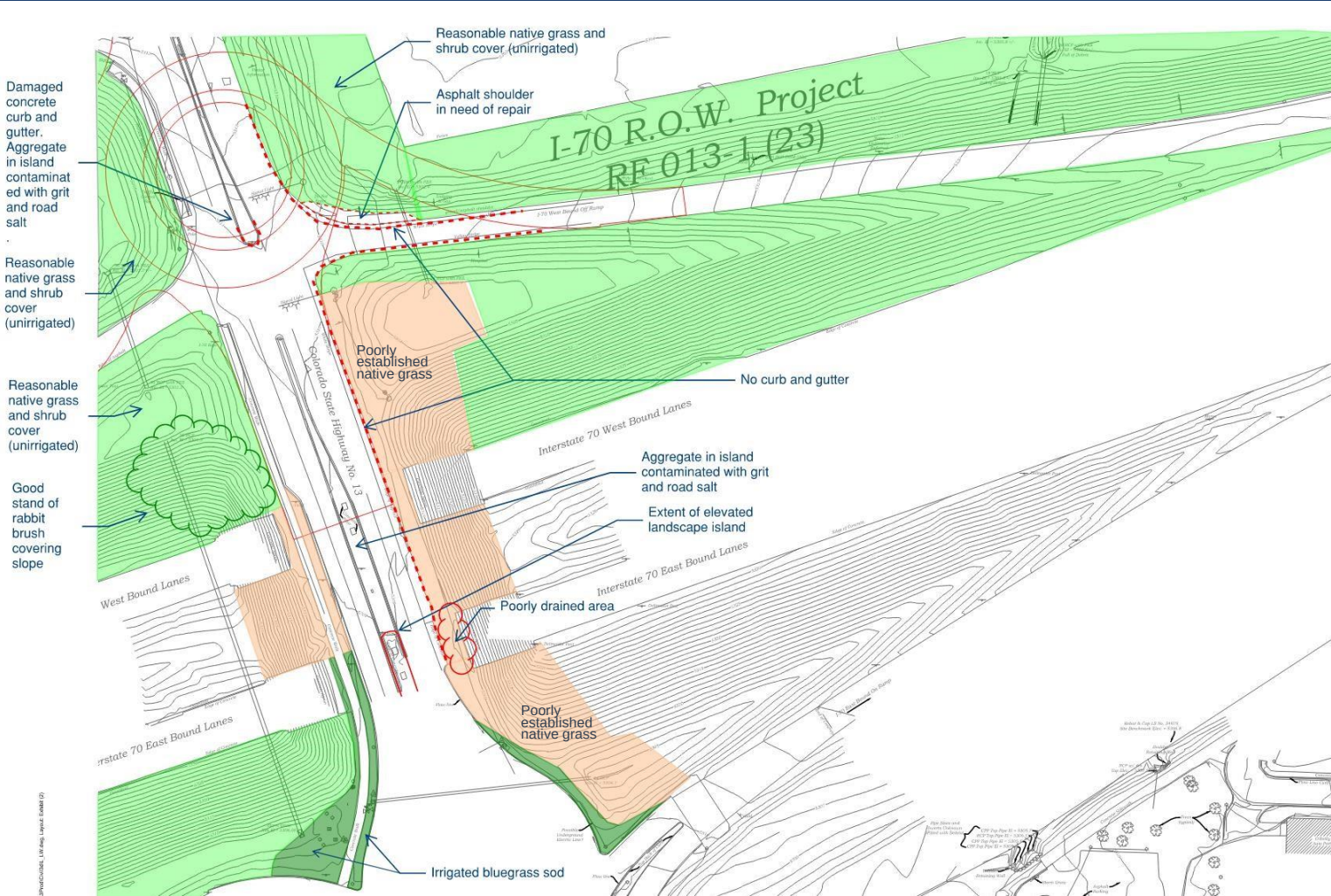
Existing Conditions and Site Analysis – Existing Formal Landscape



Existing Conditions and Site Analysis - Future Roundabout Overlay



Existing Conditions and Site Analysis – Notes and Observations



Existing Conditions and Site Analysis – Existing Native Plants



Existing Conditions and Site Analysis – Existing Native Grass



Existing Conditions and Site Analysis – Existing Native Grass



Existing Conditions and Site Analysis – Views at West Bound Off Ramp



Existing Conditions and Site Analysis – View at Intersection



Proposed Improvements



Proposed Improvements



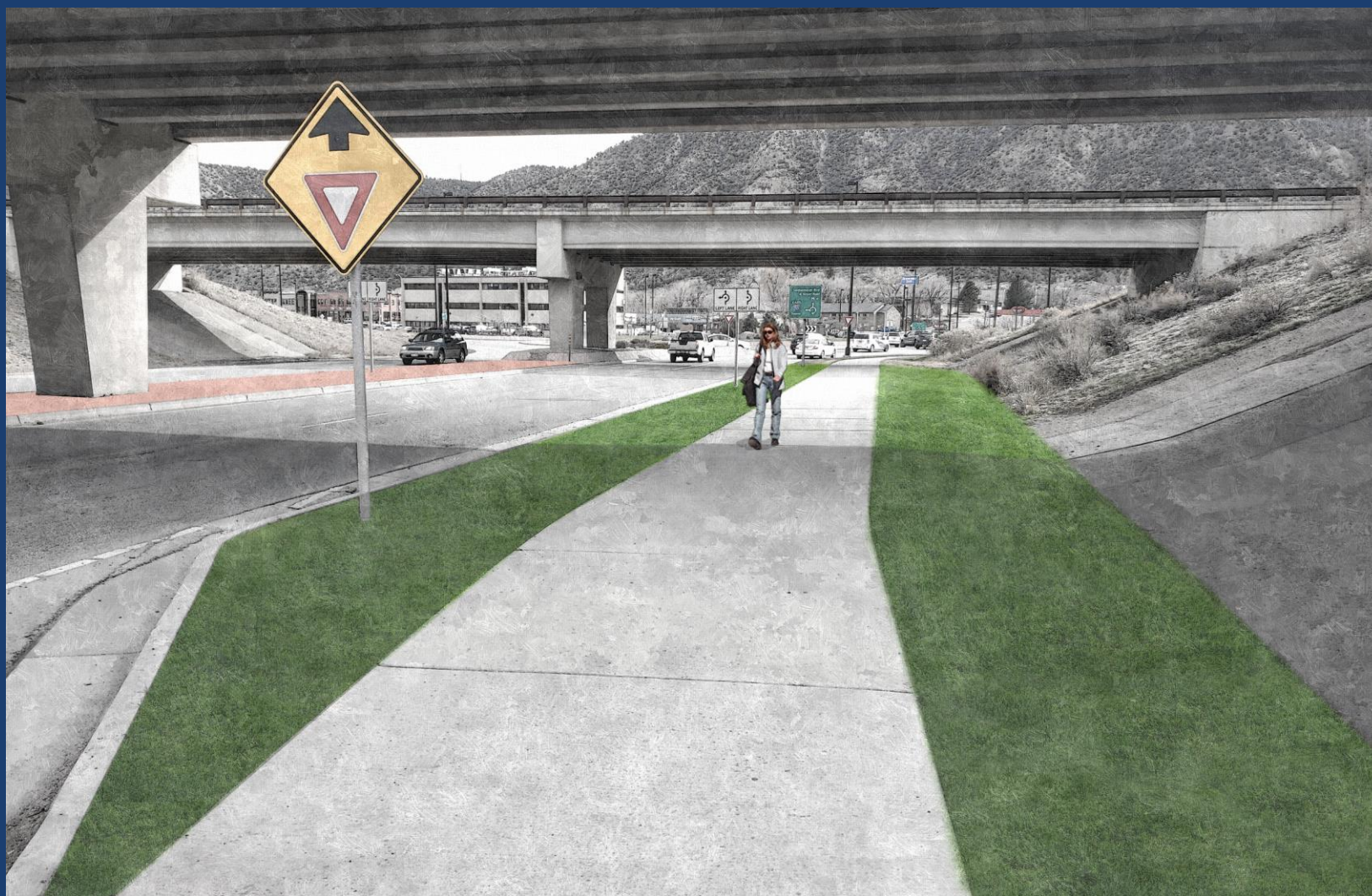
Proposed Improvements



Proposed Improvements



Proposed Improvements



Proposed Improvements



Proposed Improvements



Rough Order of Magnitude Cost Estimate



Rifle I-70 Gateway Project

Rifle, Colorado

Date: January 8, 2021

Estimator: DL / CS

Total Estimate: \$240,103.60

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	Notes
1	Mobilization, Demobilization and Incidentals	LS	1	\$20,000.00	\$ 20,000.00	
2	Truck Watering	LS	0	\$2,000.00	\$ -	Not required or native seed or plant establishment if irrigation is provided
3	Maintenance Cycles	LS	0	\$3,000.00	\$ -	Assumes a 1 year contractor warranty and ongoing maintenance by COR
4	Traffic Control	LS	1	\$10,000.00	\$ 10,000.00	
5	Construction Surveying and Record Drawings	LS	1	\$7,000.00	\$ 7,000.00	
6	Clearing and Grubbing	SF		\$	\$ -	Built in to other numbers
7	Asphalt Cutting/Asphalt Removal	SF	0	\$36.00	\$ -	Built in to other numbers
8	Earthwork and Grading	SF	1	\$2,000.00	\$ 2,000.00	
9	Erosion Control	SF	1	\$5,000.00	\$ 5,000.00	
10	Tap Fee			\$	\$ -	Not required per COR
11	Meter/Backflow/Controller	LS	1	\$3,000.00	\$ 3,000.00	
12	Irrigation - Water Connection / Conduits and Sleeving	LS	1	\$5,000.00	\$ 5,000.00	
13	Irrigation - Drip for Bed Areas	SF	5,400	\$0.40	\$ 2,160.00	
14	Irrigation - Native Seed	SF	37,200	\$0.70	\$ 26,040.00	
15	Irrigation - Bluegrass	SF	4,800	\$1.25	\$ 6,000.00	
16	Concrete Curb and Gutter	LS	1,000	\$13.61	\$ 13,610.00	245/ yard, (1.5/27 cy per lf)
17	Colored Concrete (4" deep - island infill)	SF	3,600	\$3.02	\$ 10,872.00	245/ yard, (1/81 cy per sf)
18	Steel Landscape Edger	LF	562	\$7.00	\$ 3,934.00	
19	Soil Prep for Planting and Sod	SF	10,200	\$0.40	\$ 4,080.00	
20	Planting - Shade Tree	EA	3	\$800.00	\$ 2,400.00	
21	Planting - Evergreen Tree	EA	7	\$800.00	\$ 5,600.00	
22	Planting - Large Shrub	EA	20	\$60.00	\$ 1,200.00	
23	Planting - Medium Shrub	EA	80	\$50.00	\$ 4,000.00	
24	Planting - Small Shrub	EA	40	\$40.00	\$ 1,600.00	
25	Landscape Mulches - Local River Cobble over Landscape Fabric	SF	5,000	\$6.00	\$ 30,000.00	
26	Landscape Mulches - 1 1/2" Angular Rock over Landscape Fabric	SF	5,400	\$3.00	\$ 16,200.00	
27	Native Seed Prep - Weed Killer Application	SF	37,200	\$0.15	\$ 5,580.00	
28	Native Seed Type 1 - Scarify, Overseed and Top-Dress with Compost	SF	0	\$0.30	\$ -	
29	Native Seed Type 2 - New Seed Establishment (clear/grub, weed killer app, broadcast seed, cover)	SF	37,200	\$0.50	\$ 18,600.00	
30	Bluegrass Sod		4,800	\$3.00	\$ 14,400.00	
Sub Total					\$218,276.00	
10%	Bidding Contingency			\$	21,827.60	
1%	Performance and Payment Bonds			\$	2,182.76	
Project Total					\$240,103.60	



Agenda Item #3.a.

Agenda Item Name:

Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda

Presenter:

Item Description:

Citizen Comments - for items not listed as public hearings on the agenda.

Please limit comments to 3 minutes. Please see instructions below.

Electronic Meeting Participation:

Please click the link below to join the webinar:

[Click here to join electronic meeting](http://www.rifleco.org/ElectronicMeetings) or (www.rifleco.org/ElectronicMeetings)

Password: 929942

Participate by phone:

Dial: 1 301 715 8592 or 1 312 626 6799 / Webinar ID: 416 406 740

If you are participating electronically and would like to make a citizen comment during the City Council Meeting, please raise your hand on Zoom we will call on you during that portion of the meeting. During the meeting, you will be asked to state your name and if you live in the city limits of Rifle.

Recommended Action:

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the November 18, 2020, Regular Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the November 18, 2020, Regular Meeting

Recommended Action:

Approve the minutes of the November 18, 2020, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the November 18, 2020, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 11.18.2020 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

November 18, 2020

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 Councilor Ed Green. This Rifle City Council meeting was posted as an electronic meeting and held as an electronic meeting.

Present at Roll Call:

Councilor Joe Carpenter, Councilor Brian Condie, Councilor Ed Green, and Councilor Sean Strode.

Councilor Sean Strode moved to excuse Mayor Barb Clifton, Mayor Pro Tem Theresa Hamilton, and Councilor Clint Hostettler, seconded by Councilor Joe Carpenter.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Others Present:

Rifle City Manager Scott Hahn, City Clerk Kristy Doll, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Chief of Police Tommy Klein, Planner Brian Rusche, Planning Director Nathan Lindquist, Public Works Director Brian Prunty, Civil Engineer Craig Spaulding, Tyler Kelly, and Ray K. Erku.

PUBLIC COMMENT

No citizen comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the September 16, 2020, Regular Meeting
- B. Consider Federal Mineral Lease District Grant Agreement in the amount of \$200,000 for Downtown Railroad Avenue Improvements

Councilor Sean Strode moved to approve Consent Agenda Items A & B; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

PUBLIC HEARING

Consider rezoning 2128 Railroad Avenue, North Rifle Addition, from Light Industrial (LI) to Community Service Business District (CS) - Ordinance No. 12, Series of 2020 - 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING LOT 5 AND LOT 6, BLOCK I, NORTH RIFLE ADDITION, FROM LIGHT INDUSTRIAL TO COMMUNITY SERVICE BUSINESS DISTRICT IN CONFORMANCE WITH THE CITY OF RIFLE COMPREHENSIVE PLAN.

Councilor Ed Green opened the public hearing.

The applicant Neil Ross requests rezoning of property at 2128 Railroad Avenue, North Rifle Addition, from Light Industrial (LI) to Community Service Business District (CS).

Planner Brian Rusche explained the property owner at 2128 Railroad Avenue applied to rezone the property from Light Industrial to Community Service. The property at 2128 Railroad Avenue is Lot 5 and Lot 6, Block I, of the North Rifle Addition, which is 16,988 square feet with an existing three-story 13,923 square foot building. The 2019 Comprehensive Plan recommends this area be rezoned from Light Industrial area to Community Service. The zoning change would allow the existing businesses to continue while also allowing residential uses to be added to the building. Staff and the Planning and Zoning Commission recommend rezoning the property at 2128 Railroad Avenue from Light Industrial to Community Service.

Councilor Green closed the Public Hearing.

Councilor Sean Strode moved to approve Ordinance No. 12, Series of 2020, on first reading, as presented and order it to be published as required by Charter; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider 2021 Proposed Budget

Councilor Ed Green opened the public hearing. City Manager Scott Hahn provided an overview of the 2021 proposed budget. No public comment was received. Councilor Ed Green closed the public hearing.

REGULAR AGENDA

Consider adopting the 2021 Budget - Resolution No. 18, Series of 2020

City Manager Scott Hahn recommended the proposed 2021 budget.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO ADOPTING THE ANNUAL BUDGET FOR THE FISCAL
YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31,
2021.

Councilor Sean Strode move to approve Resolution No. 18, Series of 2020, adopting the annual Budget for the 2021 fiscal year; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider adopting the annual appropriation for the 2021 Budget - Ordinance No. 13, Series of 2020

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO SETTING
FORTH THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

Councilor Sean Strode move to approve Ordinance No. 13, Series of 2020, on first reading, as presented and order it to be published as required by Charter ; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider purchase of additional firewall for redundancy to improve network security and performance

IT Director Kelly Thompson noted that an additional firewall needs to be added to the City's network. The additional firewall will help improve network security and performance and eliminate downtime during updates or in the event of an outage. This purchase was included in the 2020 budget. Staff recommends the purchase of an additional firewall for the City Hall Data Center for \$24,000.

Councilor Sean Strode moved to approve the purchase of an additional firewall for the City Hall Data Center not to exceed \$24,000; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider purchase of security camera system for Police Department

IT Director Kelly Thompson stated that the Police Department and Rifle Municipal Court's camera system needs to be replaced. The existing camera system has low resolution and failing components and required replacement. Staff recommends purchasing a replacement camera system from Verkada for \$91,000 for the Police Department and Rifle Municipal Court.

Councilor Sean Strode moved to approve the purchase of a Verkada camera system for the Police Department, not to exceed \$91,000; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider amending Chapter 8, Article I of the Rifle Municipal Code to provide for the designation and regulation of truck routes in the City - Ordinance No. 11, Series of 2020 - 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO
PROVIDE FOR THE DESIGNATION AND REGULATION OF TRUCK
ROUTES IN THE CITY.

Court Clerk Kathy Pototsky explained designation of regular truck routes would help reduce heavy truck traffic in town. The 2020 Edition of the Model Traffic Code was adopted by reference with local amendments. Staff has determined that the current Code requires an amendment to designate, better regulate, and enforce truck routes through the City. Ordinance No. 11, Series of 2020, would designate Highway 6 and Highway 13 as truck routes, the routes required for trucks not involved in local access, delivery, or service work within the City. Staff recommends the approval of Ordinance No. 11, Series of 2020.

Councilor Sean Strode moved to approve Ordinance No. 11, Series of 2020 on first reading, as presented and order it to be published by title as required by Charter; seconded by Councilor Brian Condie.

Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strode; No - None

Consider Construction Services Agreement with KSK, LLC for Centennial Parkway Bridge Rehabilitation

Public Works Director Brian Prunty and Civil Engineer Craig Spaulding explained the former Highway 6 CDOT F-05-C Bridge was part of the Devolution of Centennial Parkway. The bridge had known deficiencies, and funds were provided to the City from CDOT to correct the deficiencies as part of the Devolution. The Centennial Parkway Bridge Rehabilitation project will remove and replace the concrete deck on the Centennial Parkway Bridge and improve the stream bed of Rifle Creek to prevent scour of the bridge abutments. Five bids were received in response to the Request for Proposals for the Centennial Parkway Bridge Rehabilitation. Using the qualifications outlined in the bid documents, KSK, LLC was selected with the lowest bid and the most qualified complete bid for \$866,000. The construction will be funded by the Devolution Funds and is included in the 2020 and 2021 budget. Staff recommends awarding the construction services agreement for the Centennial Bridge Rehabilitation to KSK, LLC in the amount of \$866,000.

Councilor Sean Strobe moved to award construction services for the Centennial Bridge Rehabilitation to KSK, LLC for the amount of \$866,000; seconded by Councilor Joe Carpenter. Roll Call: Yes - Joe Carpenter, Brian Condie, Ed Green, Sean Strobe; No - None

Consider CARES Act criteria and spending

Planning Director Nathan Lindquist explained the City had set a spending budget of \$750,000 of the total available CARES Act funding amount of \$818,000. If the City of Rifle decides to spend more than \$750,000 of the CARES Act funding, it would potentially be subject to a more detailed federal audit. This money must be used by the CARES Act funding deadline of December 31, 2020. Approximately \$127,000 grant funds are still available through RREDC for businesses and nonprofit organizations. Companies that are not locally owned but operate in Rifle would be eligible for assistance and independent contractors that do business in Rifle or are located in Rifle.

Administrative Reports

Administrative Reports were heard from City Manager Scott Hahn.

Comments from Mayor and Council

No comments were heard from City Council.

Adjournment

Meeting adjourned at 8:18 p.m.

Kristy Doll
City Clerk

Ed Green
Councilor



Agenda Item #4.b.

Agenda Item Name:

Consider Designating a Public Posting Place - Resolution No. 1, Series of 2021

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Designates the place where notices of public meetings shall be posted.

Recommended Action:

Approve Resolution No. 1, Series of 2021 designating a Place for the Posting of Public Meetings

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

The City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place. City Council annually designates the place where notices of public meetings shall be posted. Resolution No. 1, Series of 2021 designates the official location for the posting of public meeting notices for the City Council for 2021 shall be on its website at: <https://www.rifleco.org/>.

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Resolution No. 1-Designating Posting Place

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 1
SERIES OF 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, DESIGNATING A PLACE FOR THE POSTING OF PUBLIC
MEETING NOTICES.

WHEREAS, the City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place; and

WHEREAS, pursuant to § C.R.S. 24-6-402(2)(c), a local public body shall be deemed to have given full and timely notice of a public meeting if the local public body posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the holding of the meeting on a public website of the local public body.

WHEREAS, the City Council annually designates the place within the municipality where notices of public meetings shall be posted.

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 posting place for notices of any public meetings for the City of Rifle shall be on its website at: <https://www.rifleco.org/>. The City Clerk shall provide the address of the website to the Department of Local Affairs for inclusion in the inventory maintained pursuant to C.R.S. §24-32-116.
3. The City of Rifle shall, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by it and shall consider linking the notices to any appropriate social media accounts of the City of Rifle.
4. The City of Rifle hereby designates the bulletin board located in the foyer at the west entrance to City Hall at 202 Railroad Avenue, Rifle Colorado 81650 as the public place within its boundaries at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 20th day of January 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #6.a.

Agenda Item Name:

(Acting As Liquor Licensing Authority) Public Hearing - Consider Application By Capitol Deli, LLC, dba Capitol Deli for A Hotel And Restaurant Liquor License At 851 Railroad Avenue.

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Capitol Deli, LLC, dba Capitol Deli, located at 851 Railroad Avenue, Rifle, CO has applied for a new Hotel and Restaurant License.

Recommended Action:

Approval of the new Hotel and Restaurant Liquor License for Capitol Deli, LLC, dba Capitol Deli located at 851 Railroad Avenue.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Capitol Deli, LLC dba Capitol Deli has applied for a Hotel and Restaurant Liquor License. Capitol Deli is located at 851 Railroad Avenue and portions of the property are adjacent to the Rifle Middle School. State Regulation states that no license shall be issued to or held by any person where liquor is sold if the licensed premises is located within 500 feet of any public school, except as provided for in this regulation. Colorado Revised Statutes states that the Local Licensing Authority of any city and county may eliminate or reduce the distance restrictions imposed by Statutes for any class of license by ordinance. Rifle City Council adopted an Ordinance so that the Liquor Licensing Authority may eliminate or reduce the distance requirement on a case-by-case basis for Hotel and Restaurant Liquor Licences located within 500 feet of a school. Rifle Municipal Code (RMC) Sec 6-5-140 outlines Hotel and Restaurant Liquor License applicants' requirements to request to

waive or modify the statutory distance requirements of 500 feet. As required by Code, Capitol Deli requested a waiver for the Hotel and Restaurant Liquor License from the Garfield County School Board. After the Garfield County School Board reviewed the application, Capitol Deli, received a Resolution the does not oppose the Liquor License application of Capitol Deli located at 851 Railroad Avenue.

The following are the Statutes and Codes referenced above:

CCR 47-326 A. Except as provided for in this regulation, no retail license shall be issued to or held by any person where alcohol beverages are sold if the licensed premises is located within 500 feet of any public or parochial school or the principal campus of any college, university or seminary...

CRS 44-3-313 (III) The local licensing authority of any city and county, by rule or regulation; the governing body of any other municipality, by ordinance; and the governing body of any other county, by resolution, may eliminate or reduce the distance restrictions imposed by this subsection (1)(d) for any class of license, or may eliminate one or more types of schools or campuses from the application of any distance restriction established by or pursuant to this subsection (1)(d).

Sec. 6-5-140. - Issuance of licenses.

All licenses shall be issued in accordance with the laws of the State and the ordinances of the City. Licenses may issue after the applicable requirements have been met for posting and publication of notice, the preliminary investigation has been conducted, a public hearing has been held before the Liquor Licensing Authority when required, and approval is granted by the State Licensing Authority. In no event shall any license be issued until it is satisfactorily established that:

(1)All requirements and conditions of licensure set forth in Sections 44-3-307 and 44-3-313, C.R.S., have been met or found to exist; provided, however, that the restrictions on the location of buildings in which liquor is sold within five hundred (500) feet of land used for school purposes, set forth in Section 44-3-313(d), C.R.S., may be eliminated or reduced by the Liquor Licensing Authority on a case-by-case basis only for hotel, restaurant and brewery/restaurant licenses, or special event permits, upon the request of the license holder. Any waiver or modification of the distance requirements otherwise applicable to such licenses shall only be granted after review and comment by the governing body of the applicable school or university.

Executive Summary:

Capitol Deli, LLC, dba Capitol Deli, located at 851 Railroad Avenue, Rifle, CO, has applied for a new Hotel and Restaurant Liquor License.

Capitol Deli, LLC is located within 500 feet of Rifle Middle School. Capitol Deli has received a waiver from Garfield County School Board to serve alcohol at 851 Railroad Avenue. Capitol Deli is a restaurant and their primary business is to serve meals. They will need to meet the food requirements of the Hotel and Restaurant Liquor License. Rifle Middle School is a closed campus, and students are not allowed to leave the campus for lunch or any other purpose without a parent's or guardian's approval. Middle School aged students who don't look like adults eliminate most of the concern of violating liquor laws compared to high school students. Even though Capitol Deli is adjacent to the Rifle Middle School in areas, there is a Middle School parking lot and two structures between the applicant and the school building, so I do not foresee any interference with school activities.

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 showing the needs and desires of the neighborhood was submitted.

I recommend approval the Hotel and Restuarant Liquor License application for Capitol Deli, LLC, dba Capitol Deli, located at 851 Railroad Avenue, Rifle, CO.

Notification Requirements:

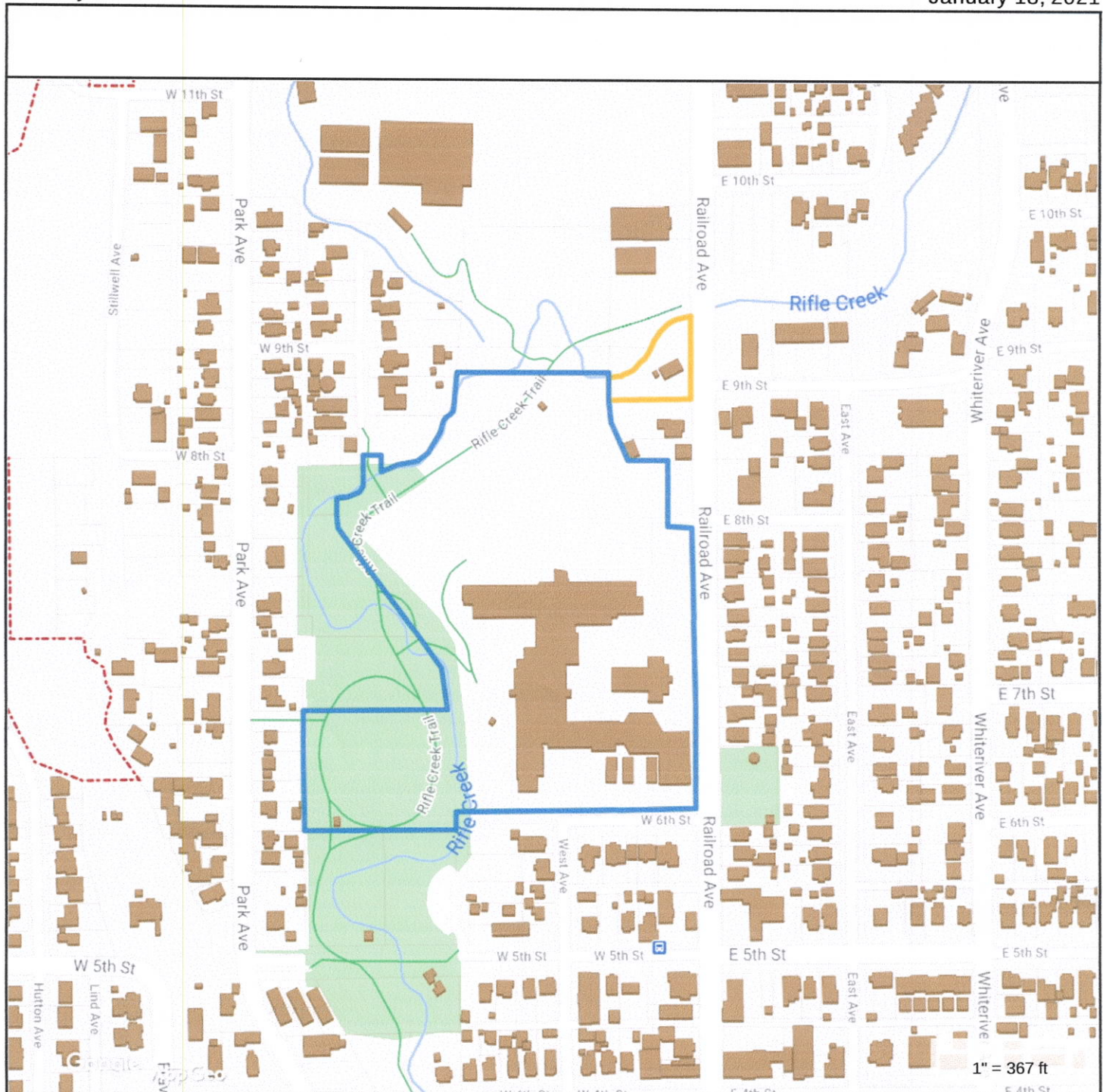
The public hearing requirements have been met.

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. img-210119093540
2. Capitol Deli Letter to City
3. Capitol Deli Liquor Application_Redacted

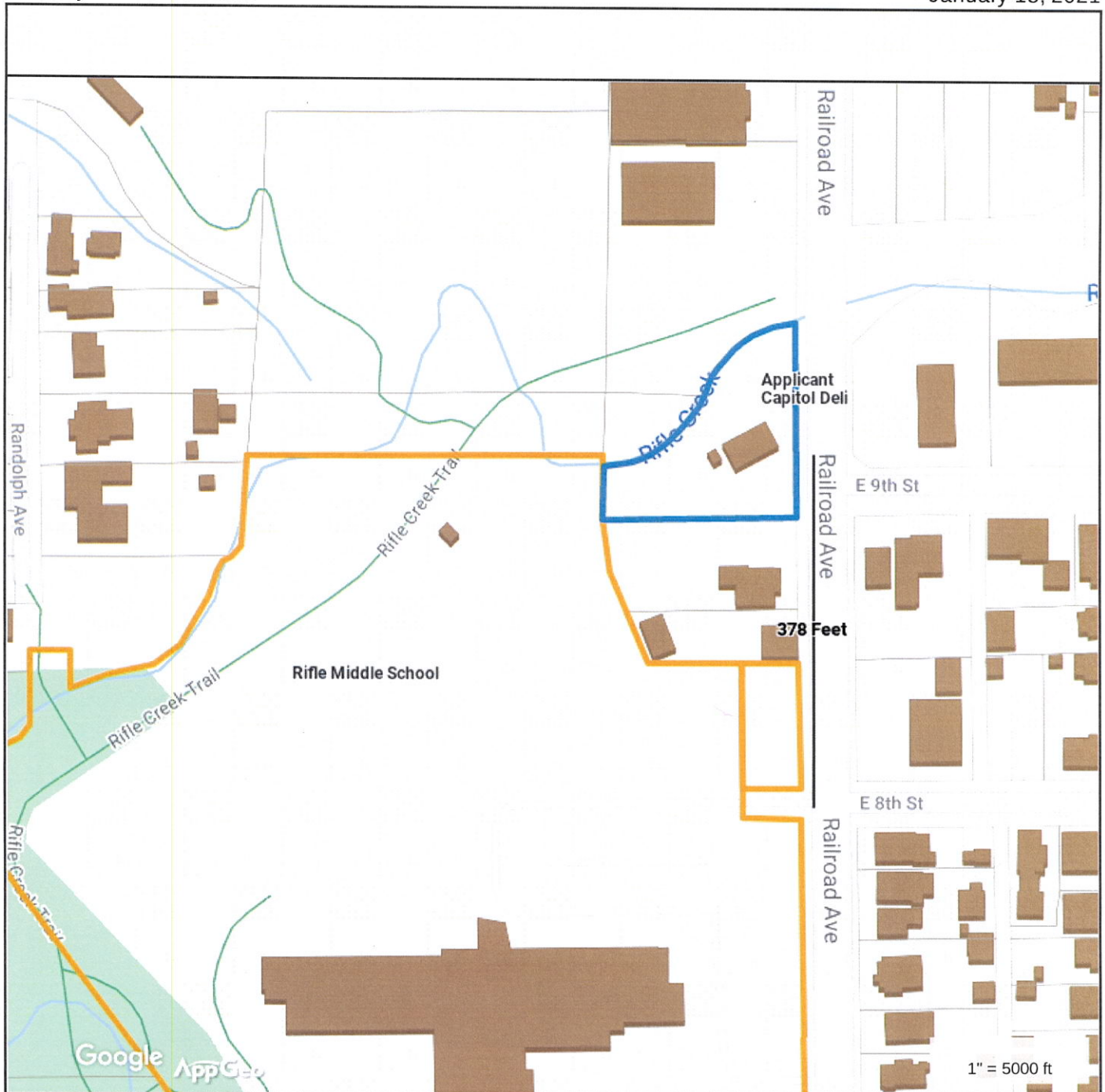
**Property Information**

Property ID 217709300031
Location 703 -753 RAILROAD AVENUE
Owner GARFIELD COUNTY SCHOOL DISTRICT RE-2

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 2/1/2018
Data updated 2/1/2018



Property Information

Property ID 217709300086
 Location 851 RAILROAD AVENUE
 Owner BRYNILDSON, SCOTT W & LINDA S



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

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Geometry updated 2/1/2018
 Data updated 2/1/2018



"Philly" YOUR BELLY AT CAPITOL DELI

Dusti Budd
Capitol Deli
851 Railroad Ave
Rifle, CO 81650

City of Rifle

Dear City of Rifle,

Capitol Deli is requesting that the statutory distance requirements be waived so that we can obtain our Hotel and Restaurant liquor license at 851 Railroad Ave, Rifle CO 81650.

- a. The premise is Rifle Middle School, 6th - 8th grade.
- b. School operation hours are Monday - Friday 8am - 4pm
- c. Capitol Deli is applying for a Hotel and Restaurant liquor license.
- d. Capitol Deli's hours of operation could be up to 7 days a week, 11am to 9pm
- e. The potential of interference with school activities is very unlikely.
- f. There is not a potential for an increase in liquor related violations by minors. Middle school children cannot be mistaken for an adult and we will be carding for ALL alcohol sales.

Thank you and please let me know if you have any questions.

Dusti Budd,

Owner, Capito Deli, LLC

Capitol Deli, LLC

Phone: (970) 665 - 9647

E-mail: capitoldeli2020@gmail.com

Colorado Liquor Retail License Application

RECEIVED

DEC 10 2020

City Clerk
City of Rifle

☐ 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: www.colorado.gov/enforcement/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 Capitol Deli, LLC			FEIN Number 81-359221
2a. Trade Name of Establishment (DBA) Capitol Deli		State Sales Tax Number 33559264	Business Telephone (970) 665-9647
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 851 Railroad Avenue			
City Rifle	County Garfield	State CO	ZIP Code 81650
4. Mailing Address (Number and Street)		City or Town	State ZIP Code
5. Email Address capitoldeli2020@gmail.com			
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*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License\$1,550.00 ☒ Application Fee for New License w/Concurrent Review\$1,650.00 ☐ Application Fee for Transfer\$1,550.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00	
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		☐ 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: www.colorado.gov/enforcement/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 \$

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: www.colorado.gov/enforcement/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) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☐ 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																		
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? Yes ☒ No ☐ 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? ☐ ☐ <i>Google maps .2 miles</i> <i>Maps .2 mile / 700 ft.</i> 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 (>) 10,000? 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 (<) 10,000? 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 <u>current</u> financial interest in said business including any loans to or from a licensee. ☒ ☐ <i>Capitol Deli @ lakda</i> 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: <table style="width:100%; border: none;"> <tr> <td style="width:40%; border-bottom: 1px solid black;">Landlord <i>Scott Brynildson</i></td> <td style="width:40%; border-bottom: 1px solid black;">Tenant <i>Dusti Budd</i></td> <td style="width:20%; border-bottom: 1px solid black;">Expires <i>4/4</i></td> </tr> </table> 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. <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Last Name</th> <th style="width:20%;">First Name</th> <th style="width:15%;">Date of Birth</th> <th style="width:20%;">FEIN or SSN</th> <th style="width:15%;">Interest/Percentage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> 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.			Landlord <i>Scott Brynildson</i>	Tenant <i>Dusti Budd</i>	Expires <i>4/4</i>	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord <i>Scott Brynildson</i>	Tenant <i>Dusti Budd</i>	Expires <i>4/4</i>																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
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 <i>Budd</i>		First Name of Manager <i>Dusti</i>		
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.				
	☐	☐		
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.				
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	Home Address, City & State	DOB	Position	%Owned
<i>Dusti Budd</i>				
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.				

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 <i>Dush Budd</i>		Printed Name and Title <i>Dush Budd / owner</i>		Date <i>12/19/2020</i>	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority <i>12-10-2020</i>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>January 20 2021</i>			
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					
☐ 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?					Yes No ☐ ☐
☐ 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	

Tax Check Authorization, Waiver, and Request to Release Information

I, Dustin Budd am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Capitol Deli, LLC (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) <u>Capitol Deli, LLC</u>		Social Security Number/Tax Identification Number <u>81-359 2221</u>	
Address <u>851 Railroad Ave</u>			
City <u>Birch</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>970-665-9647</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Dustin Budd</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Dustin Budd</u>			Date signed <u>12/9/2020</u>

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).

RESOLUTION OF BOARD OF EDUCATION
GARFIELD SCHOOL DISTRICT NO. RE-2

WHEREAS, Rifle Municipal Code Sec. 6-5-140 provides that the restrictions on the location of buildings in which liquor is sold within five hundred (500) feet of land used for school purposes may be eliminated or reduced by the Liquor Licensing Authority on a case-by-case basis only after review and comment by the governing body of the applicable school; and

WHEREAS, the Board of Education of Garfield School District No. Re-2 has reviewed and considered the Liquor License Application of Capitol Deli LLC related to the premises at 851 Railroad Avenue, Rifle, Colorado, which premises are adjacent to real property owned by Garfield School District No. Re-2; and

WHEREAS, the Board of Education has considered the following criteria with regard to the Liquor License Application of Capitol Deli LLC:

Type of school property and uses involved;
Schedules of school operation;
Type of liquor license involved;
Hours of operation of the proposed establishment or event;
Potential for disruption of school activities; and
Likelihood of increase in liquor-related violations by minors.

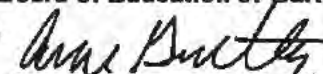
NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

☐ The Board of Education of Garfield School District No. Re-2 **OPPOSES** the Liquor License Application of Capitol Deli LLC related to the premises at 851 Railroad Avenue, Rifle, Colorado.

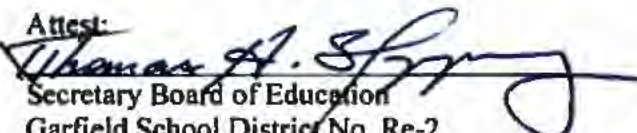
☒ The Board of Education of Garfield School District No. Re-2 **DOES NOT OPPOSE** the Liquor License Application of Capitol Deli LLC related to the premises at 851 Railroad Avenue, Rifle, Colorado.

☐ The Board of Education of Garfield School District No. Re-2 submits the following comments for consideration by the Liquor Licensing Authority: _____

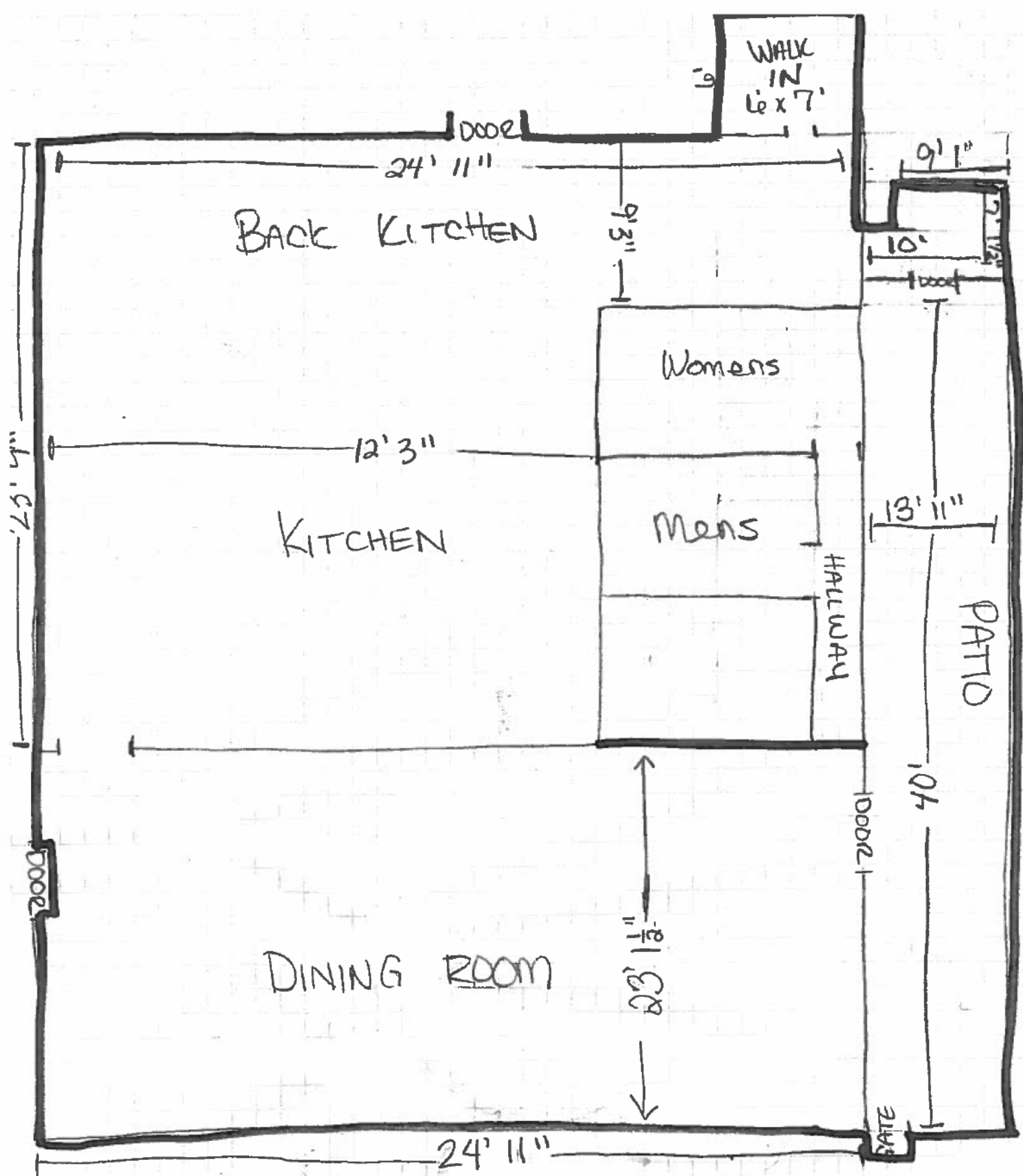
Adopted by majority/unanimous vote of the Board of Education of Garfield School District No. Re-2 the 14 day of September, 2020.



President, Board of Education
Garfield School District No. Re-2

Attest:


Secretary Board of Education
Garfield School District No. Re-2



Commercial Rental Agreement

Property Address: 851 Railroad Avenue, Rifle, CO 81650

Lessee: Capitol Deli, LLC

Lessor: Scott and Linda Brynildson,

Rental Amount: \$2,500 per month commencing February 1, 2020 thru January 30, 2022. Rental payable to Brynildson Holdings, LLC, 1464 Co Rd 293, Rifle

1. If Dusty should for any reason leave the restaurant, the Hood and all equipment to run the hood and make-up air unit, will stay with the building. Also the 4 burner gas stove.
2. Water heater replacement is sole responsibility of the Lessor.
3. Any dripping faucet, toilet repair, plugged sewer are the responsibility of the Lessee.
4. Utilities: water, sewer, trash, electric and gas by Lessee.
5. Snow removal by Lessee.
6. Removal of weeds, watering lawn and trees by Lessee.
7. Maintenance of HVAC by Lessee.
8. Property taxes paid by Lessor.
9. Repair of equipment in kitchen area paid by Lessee.
10. Rent of \$2500 per month can be raised after 2 year period is up at a rate not to exceed 10%.
11. Liability insurance by Lessee.
12. Rent due by the end of each month.

Lessor [Signature]

Lessee Capitol Deli, LLC

Lessor Linda Brynildson

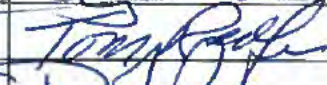
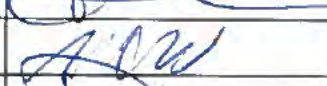
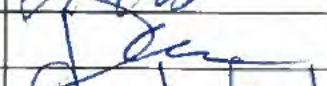
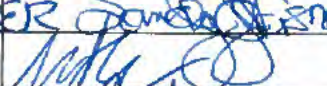
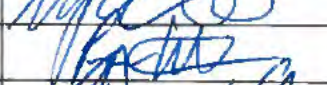
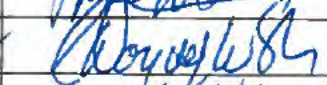
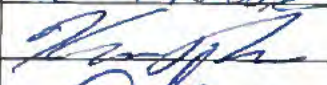
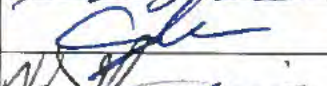
PETITION

Name of Establishment: Capitol Deli

Address: 851 Railroad Ave

Type of Liquor License: Hotel / Rest

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. Cory Richardson		Yes	755 W 2nd St Rifle 81650
2. TOM REDFERN		YES	0019 EASY ST CARBONDALE CO 8162
3. Patrick Redfern		yes	0019 Easy St Carbondale, CO 8162
4. Julia Plo		yes	1002 Arnold Ct Rifle CO
5. Ricky A Binger		Yes	2103 Horseshoe Trail Silt CO
6. Donnie Marcellus		Yes	1550 county rd 223 Rifle CO
7. Micaly Rippy		yes	1557 beech St Rifle
8. Jared Ripp		yes	New Castle CO 81647
9. Jeffery Ripp		YES	1735 - 2nd St Rifle
10. David Murray		Yes	237 Garfield - Maier
11. Cruz Lath		Yes	5833 CR 335 #171 NC 81647
12. Dorey Sna20		yes	152 W 1st St.
13. Mitt Weaver		yes	328 clarkson
14. Charlene Chiffi		YES	328 clarkson Ave.
15. Sandy Greener		YES	139 E 8th St Rifle
16. Stefan O'Lrik		yes	1445 Graham Ct. Rifle
17. Ryan Wentworth		Yes	2461 Pine lane Rifle CO
18. Doreen Stover		yes	1931 Academy Ave Rifle CO
19. Lisa Hobbs		yes	266 Fieldstone Ct Silt 81652
20. Keith Boyer		Yes	712 Barfield Ave (Greenwood) Sprin
21. MAT GROVECK		YES	1649 DOGWOOD DR, RIFLE, CO 81650
22. Kimberly Klein		Yes	1749 Ancil View Ave 81650
23. Michael Pigganathan		Yes	395 Columbine Dr Rifle CO 81650
24. Eric Vidett		Yes	505 Will Ave, Rifle 81650
25. Lucy E. Truax		Yes	145 Davis Cr Paulsboro CO 81526

PETITION

Name of Establishment: Capitol Deli

Address: 851 Railroad Ave Type of Liquor License: Hotel / Rest

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. Raymond Bodd	Raymond Bodd	Yes	393 evergreen drive
2. E. R. Braun	E. R. P	yes	3039 Coalmine
3. Victoria Havens	Victoria Havens	Yes	601 4th 100, Silt
4. Tim Sach	Tim Sach	yes	583 Opus pl ^{Cl. 5mm} co
5. Chris Loring	Chris Loring	yes	580 31 RD Silt
6. Ricci Lasco	Ricci Lasco	yes	261 Comanchero trail NC, CO
7. Donte Deardur	Donte Deardur	yes	261 Comanchero trail NC, CO
8. Angie Jones	Angie Jones	yes	103 Plaza Dr. Rifle CO
9. Aileen Agostino	Aileen Agostino	yes	4216 E. 17th St. Rifle CO
10. Carl Mestel	Carl Mestel	yes	416 Silt Co.
11. Colton Schelling	Colton Schelling	yes	356 Meadow Ct Rifle
12. NARC DODERS	NARC DODERS	YES	2653 CR 250 Silt
13. Jazmine Smith	Jazmine Smith	Yes	N/A
14. Gary Schelling	Gary Schelling	Yes	Silt
15. Dillon Schelling	Dillon Schelling	Yes	Battlement Mesa
16. Ryan Clifton	Ryan Clifton	yes	Collbran
17. Brooke Wimschell	Brooke Wimschell	yes	1090 E. 17th St. Rifle CO
18. JB VanTeyliger	JB VanTeyliger	yes	1043 W 3rd St Rifle CO
19. E. Jamie Rose	E. Jamie Rose	yes	428 Montero St Grand Jct CO.
20. Bill Cole	Bill Cole	71	432 White River Rifle CO
21. Shantel Schister	Shantel Schister	yes	2415 Village Dr Rifle CO
22. Jessica Arnold	Jessica Arnold	yes	11707 E Atlantic Pl Aurora, CO
23. Scott Arnold	Scott Arnold	yes	11707 E. Atlantic Pl Aurora, CO
24. Karen Padella	Karen Padella	Yes	200 Colorado Ave 4303 Parachute
25. Matthew Padella	Matthew Padella	Yes	200 Colorado Ave 4303 Parachute
Kara Teague	Kara Teague	yes	329 E. 5th St. Rifle, CO Silt

Name of Establishment: Capitol Deli, LLC

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Victoria Havens	Tom Regan	
Raymond Budd	" "	5/26/23
Dusti Budd	" "	5/26/23
		5/26/23

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.

Dusti Budd
Applicant

5/21/2020
Date

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

AFFIDAVIT CONCERNING CRIMINAL HISTORY

I, Dustin Budd, swear or affirm:

My date of birth is _____ and

(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.

Dustin Buehl 5/21/2020
Signature and Date

State of Colorado)
) SS
County of Garfield)

Subscribed and sworn to before me on this 21 day of May 2021

(Seal)

Victoria Haus
Notary Public



My commission expires: Sept 12 2023



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

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

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

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

Signature

Dustin Budd

Date

5/21/2020

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Dustin Budd

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.

Dustin Budd
Applicant/Agent for Applicant

5/21/2020
Date

FOR CITY USE ONLY:	DATE APPLICATION RECEIVED: _____
--------------------	----------------------------------

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,

Capitol Deli, LLC

is a

Limited Liability Company

formed or registered on 08/17/2016 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 20161551940 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/21/2020 that have been posted, and by documents delivered to this office electronically through 05/22/2020 @ 08:31:03 .

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 05/22/2020 @ 08:31:03 in accordance with applicable law. This certificate is assigned Confirmation Number 12356498 .



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

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

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Capital Deli

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd." See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

(Street number and name)

Rifle

CO

81650

(City)

(State)

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Budd

Dustin

Ranaigh

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

(Street number and name)

Rifle

CO

81650

(City)

(State)

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____
(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Budd Dustin Ranaigh
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

(Street number and name or Post Office Box information)

Rifle CO 81650
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

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

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

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

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

☐ This document contains additional information as provided by law.

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

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that 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., 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.

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

<u>Budd</u>	<u>Dustin</u>	<u>Ranaigh</u>	
(Last)	(First)	(Middle)	(Suffix)
(Street number and name or Post Office Box information)			
<u>Rifle</u>	<u>CO</u>	<u>81650</u>	
(City)	(State)	(ZIP/Postal Code)	
<u>United States</u>			
(Province – if applicable)	(Country)		

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

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

Disclaimer:

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



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

Colorado Secretary of State
 Date and Time: 09/24/2018 04:10 PM
 ID Number: 20161551940
 Document number: 20181754548
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Correction Correcting the Entity Name
 filed pursuant to §7-90-305 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20161551940
(Colorado Secretary of State ID number)

Entity name
Capital Deli, LLC

2. The document number of the filed document being corrected is 20181131532.

3. The entity name is incorrect.

4. Such entity name, as corrected, is
Capitol Deli, LLC

5. ☐ This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that 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., 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.

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

budd dustin r
(Last) (First) (Middle) (Suffix)
(Street name and number or Post Office Box information)
Rifle CO 81650
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

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

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

Disclaimer:

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

OPERATING AGREEMENT LIMITED LIABILITY COMPANY (LLC)

THIS OPERATING AGREEMENT (the "Agreement") is being made and entered into on 01/01/2020, by and between the signatories below (the "Members") for the purpose of creating a limited liability company which shall be formed and operated under the Limited Liability ACT of the State of Colorado. This agreement shall become effective on the date of signing as adopted by the Members appearing at the end of this Agreement.

IN CONSIDERATION OF the mutual promises and covenants of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the Members hereto as follows:

FORMATION

COMPANY FORMATION:

The Company was formed on 08/16/2016 upon filing with the Secretary of State of Colorado the Articles of Organization of the Company. In consideration of the mutual promises and covenants contained herein, the Members hereto agree that their rights and obligations and the administration and termination of the Company shall be governed by this Agreement, the Articles of Organization, and the Limited Liability ACT (herein after referred to as the "ACT").

NAME:

The business and all affairs of the Company shall be conducted under the name of Capitol Deli, LLC (the "Company" or "LLC"). The name of the Company may be changed from time to time by amendment of this Agreement and/or the Articles of Organization. The Company may conduct business under an assumed name by filing an 'Assumed Name Certificate' in the manner prescribed by applicable state law.

REGISTERED OFFICE:

The Registered Office or Headquarters and Registered Agent of the Company shall be as follows:

851 Rail Ave
Rifle, Colorado 81650

Registered Agent: NONE

The Registered Agent and/or Office or Headquarters of this LLC may be changed from time to time as may be deemed fit or necessary, by and through the filing of a change of registered agent or office statement with the state of Colorado filing office. Amendment of this provision of this Operating Agreement shall not be necessary if and when such changes occur.

BUSINESS PURPOSE AND POWERS:

The Company may engage in any lawful business for which limited liability companies may be organized under the ACT unless a more limited purpose is stated in the Articles of Organization.

The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the ACT. The Company shall carry out the activities pursuant to

the arrangements set forth in the Articles of Organization and this Agreement.

Any other specific business purposes and activities contemplated by the founder of this Agreement, and which were not contained within the Articles of Organization at the initial signing of said Articles, shall be included herein, acknowledged and agreed to as follows:

LLC shall be involved in Restaurant or may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

BE IT KNOWN that the foregoing statement of powers shall not serve as a limitation on the powers, authority, or abilities of this LLC, with which they shall be permitted to engage in any and all lawful business activities. In the event that the LLC should engage in any business activities outside the State of its formation that would require the qualification of the LLC in other states, it shall obtain said qualifications before engaging in any such out-of-state activities.

LLC DURATION:

The duration of this Agreement shall be perpetual and shall terminate only when a proposal to dissolve the LLC is adopted by all Members of the LLC or when this LLC is otherwise terminated pursuant to current state or federal laws.

NATURE OF MEMBERS' INTEREST:

The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative, or assign of such Member shall have any right, title, or interest in or to any Company property or the right to partition any real property owned by the Company. Interests may be evidenced by a certificate of Membership issued by the Company, in such form as the Managers may determine.

MAJORITY

Majority will be defined as 50% of the Managers or as 50% plus 1 in the event of a tie or an even number of Managers.

MEMBERS

MEMBER NAMES AND ADDRESSES:

The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as stated in the attached Schedule A and shall be made part of this Agreement. Said Schedule shall be amended by the Company as of the effectiveness of any transfer or subsequent issuance of any Membership Interest.

MEMBER ADMISSION:

In the event that an individual acquires a Membership Interest directly from the Company, the individual shall then become a Member only upon compliance with the requirements included in this Agreement and making the Capital Contributions specified under 'Capital Contributions,' if any. Any person may become a Member upon compliance with this section unless such individual lacks capacity or is otherwise prohibited from being admitted by applicable law.

MANAGERS

MANAGEMENT:

The Managers shall manage the business and affairs of the Company. In addition to the powers and authority expressly conferred by this Agreement upon the Managers, the Managers shall have full and complete authority, power, and discretion to manage and control any and all other acts or activities customary to or related to the management of the Company's business, except only as to those activities which require approval by the Members as stated herein or as required by the Articles of Organization, this Agreement or amendments hereto, the Act, or other applicable law.

In the event when there is more than one Manager present (i) any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement; and (ii) the Managers may elect one or more officers who may, but need not, be Members or Managers of the Company with such titles, duties, and compensation as may be designated by the Managers, subject to any applicable restrictions which may be provided within this Agreement.

NUMBER OF MANAGERS AND QUALIFICATIONS:

Each Member shall designate by corporate resolution one or more individuals authorized to act on their behalf in the management of the Company. The names and consent of the Managers to serve as such shall be evidenced under Formation of the Company, and made a part hereof, or as amended upon any change of Managers. The number of Managers within the Company may be fixed from time to time by the affirmative vote of a 'Majority Interest' of all the Members, but in no instance shall any decrease in the number of Managers have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Colorado or Members of the Company. A list of current Managers is attached hereto as Schedule B.

ELECTION AND TERM OF OFFICE:

Managers shall be elected at the annual meeting of the Members. Each Manager shall hold office until the Manager's successor shall have been elected and qualified, or until the death or dissolution of such Manager, or until his or her resignation or removal from office in the manner provided in this Agreement.

RESIGNATION:

Any Manager of the Company may resign at any time by giving written notice to all of the Members of the Company. The resignation of any Manager shall take effect upon receipt of the notice thereof or at such time as shall be specified within said notice, unless otherwise specified therein, the Acceptance of said resignation shall not be necessary to make said resignation effective.

REMOVAL:

At any special meeting of the Members which has been called expressly for a removal purpose, all or any Manager may be removed at any time, either with or without cause, by the affirmative vote of a Majority Interest of all the Members then entitled to vote at any such election of Managers.

VACANCIES:

Any vacancy occurring for any reason in the Managers of the Company may be filled by the affirmative vote of a Majority of Managers, except for a vacancy occurring in the Managers by reason of any increase in the number of Managers, which shall be filled by the affirmative vote of a Majority Interest of all Members at an annual meeting or at a special meeting of Members called for that purpose.

REVIEW OF RECORDS AND BOOKS:

Any Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Manager's position as a Manager.

COMPENSATION:

The compensation of the Managers of the Company shall be variable by an affirmative vote of a Majority Interest of the Members or by contract approved by an affirmative vote of a Majority Interest of the Members. No Manager shall be denied or prevented from receiving such salary by reason of the fact that s/he is also a Member of the Company.

COMMITTEES:

The Managers, by resolution, may designate from among the Managers one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any Meeting of that committee. Any such committee, to the extent provided in such resolution or herein contained within this Agreement, shall have and may exercise all of the authority of the Managers, subject to any restrictions contained within this Agreement.

MEMBER MEETINGS

MEMBER ANNUAL MEETINGS:

An annual meeting of the Members shall be held at such time and date at the principal office of the Company or at such other place within or outside of the State of Colorado as shall be designated by the Managers from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated within the notice of such meeting.

SPECIAL MEETINGS:

Special Meetings of the Members may be called by the Managers or by the holders of not less than ten percent (10%) of all the Membership Interests. Business transacted at all special meetings shall be restricted to the purpose or purposes which were stated within the notice provided.

MEETING NOTICE TO MEMBERS:

Written notice stating the place, day, and hour of the meeting and, in the case of special meetings, stating the meeting to take place at the principal place of business of the Company as the location, and the purpose or purposes for which the meeting is called, shall be delivered no less than days prior to the date of the scheduled meeting and to each Member of record entitled to vote at said meeting.

RECORD DATE:

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is declared, as the case may be, shall be the record date for such determination. When a determination of Members entitled to vote at any meeting has been made as provided in this Section, such determination shall apply to any adjournment thereof.

QUORUM:

A Majority Interest of the Members shall constitute a quorum at all meeting of the Members, except as otherwise provided by law or this Agreement. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. In the event that the required quorum is not present at the opening of any meeting of the Members, the Members entitled to vote at such meetings shall have the power to adjourn the meeting without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented.

ACTIONS BY MEMBERS – OTHER THAN ELECTION OF MANAGERS:

Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the ACT, or this Agreement or amendments hereto, the act of Members shall be the affirmative vote of a Majority Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consents are in writing and signed by all Members eligible to vote on such action. Members may participate in any meeting of the Members by means of a conference telephone, web conference, or similar communications equipment, provided all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

REQUIRED UNANIMOUS CONSENT:

Notwithstanding anything to the contrary contained in the ACT or this Agreement, the following matters must be agreed to unanimously by all Members of the Company:

- (a) To create or allow to subsist any fixed or floating charge, lien, or other encumbrance over the whole or any part of the undertaking, property, and assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary course of business;
- (b) To borrow any sum except from the Company's bankers in the ordinary course of business;
- (c) To enter into any partnership or profit sharing agreement with any person;
- (d) To make any change in the nature of business;
- (e) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

QUALIFIED MAJORITY CONSENT:

Notwithstanding anything else to the contrary contained within the Articles of Organization or this Agreement, the following matters must be agreed to by a majority vote of at least 100 percent of the Members of the Company:

- (a) To make any loan, other than by way of deposit with a clearing bank or other institution in which normal business would include the acceptance of deposits, advances, or give any credit other than normal trade credit;
- (b) To give any guarantee or indemnity to secure the liabilities or obligations of any person other than a subsidiary of the Company;

- (c) To sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property, and/or assets of the Company or any such subsidiary, or any interest therein, or contract to do so, other than the sale of products in the ordinary course of business;
- (d) To take, grant, or agree to take or grant any leasehold interest in or license over any land;
- (e) To acquire, purchase, or subscribe for any shares, debentures, mortgages, or securities, or any interest therein, in any company, trust, or other body;
- (f) To initiate any litigation other than for the purpose of the collection of debts in the ordinary course of business or arbitration;
- (g) To change the auditors, accounting firm, or bankers of the Company;
- (h) To make or give any claim, disclaimer, election, or consent for taxation purposes;
- (i) To undertake anything which would require accounting treatment by way of provision reserve or extraordinary item;
- (j) To effect any material change in the Company's accounting or reporting practices;
- (k) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

MEMBER ACTION TO ELECT MANAGERS:

For the purpose of voting on the election of Managers, Managers shall be elected at any meeting of the Members at which a quorum is present by a plurality of the Membership Interest represented and voting at the meeting.

MEMBERS ENTITLED TO VOTE:

At least 10 days prior to each meeting of Members, the Managers shall compile a complete listing of all Members entitled to vote at such meeting or any adjournment of such meeting. The listing shall be arranged in alphabetical order by last name, with the address and the Membership Interest held by each. This list shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any such action taken at such meeting.

REGISTERED MEMBERS:

The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Colorado.

MANAGER MEETINGS

MEETING PLACE AND NOTICE:

The Managers of the Company may hold their meetings, both regular and special, at any place within or outside of the State of Colorado, provided 10 weeks' advance written notice is delivered to all required parties.

QUORUM; VOTING; ACTION ALLOWABLE WITHOUT A MEETING:

A Majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the ACT.

Managers may participate in any meeting of the Managers by means of conference telephone, web conference, or similar communication, provided all person participating in the meeting can hear one another. Such participation in a meeting via conferencing shall constitute the presence of said person at the meeting.

All votes required of Managers hereunder may be by voice unless a written ballot is requested. Said request may be made by any one Manager.

Any action which under any provision of this Agreement is to be taken at or during a meeting of the Managers may be taken without a meeting by written consent and signed by all Managers who would be entitled to vote upon such action at a meeting. Said written consent must be kept with the records of the Company.

ADJOURNMENT:

A majority of the Managers present may adjourn any Managers meeting to meet again at a stated day and hour or a fixed schedule for the next regular meeting of the Managers.

LIMITATION OF LIABILITY & INDEMNIFICATION OF MANAGERS AND MEMBERS

LIMITATION OF LIABILITY:

Managers and Members of the Company shall be held harmless and not liable to the Company or its Members for any monetary damages or an act or omission in their capacity as a Manager or a Member, except as provided in the ACT for (i) acts or omissions which a Manager knew or was aware of at the time when the act(s) or omission(s) were clearly in conflict with the interests of the Company, (ii) any transaction from which a Manager derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the laws, the ACT, or this Agreement are amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member of the Company shall be eliminated or limited to the fullest extent permitted by law, the ACT, and/or this Agreement as so amended. Any repeal or modification of this section shall not affect the right of protection of a Manager or Member existing at the time of such repeal or modification.

INDEMNIFICATION:

The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the law, the ACT, and this Agreement as may be amended from time to time, and the Company may advance expenses incurred by the Manager or Member upon the approval of the Managers and the receipt by the Company of an undertaking by such Manager to reimburse the

Company unless it shall ultimately be determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the law, the ACT, or this Agreement, provided that the indemnification in each such situation is first approved by Members owning or holding a Majority Interest.

OTHER RIGHTS:

The indemnification provided by this Agreement shall: (i) be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested Managers, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators, or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other person or entity.

MEMBER REPORTS:

The details concerning any action to limit the liability of, indemnify, or advance expenses to a Manager, Member, or other taken by the Company shall be reported in writing to the Members with or before the notice or waiver of notice of the next Member's meeting, or with or before the next submission to Members of a consent to action without a meeting, or, if sooner, separately within 10 days immediately following the date of action.

CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND LOANS

LOANS, CAPITAL CONTRIBUTIONS:

Upon execution of this Agreement, each Member agrees to contribute cash, or other form of capital, to the Company in the amount set forth as the Initial Capital Contribution of such Member as per the attached Schedule A – Capital Contributions. No Member shall be paid interest on any capital contribution to the Company.

If the Managers determine that the Initial Capital Contributions are insufficient to carry out the purposes of the Company, the Managers may request that the Members make additional contributions to the capital of the Company. If a Majority Interest of the Members approve such a request, then each of the Members shall be obligated to make such prorated or apportioned additional contributions to the Company in accordance with such Members' then existing Membership Interest within the time period approved by the Majority Interest of the Members. In the event any Member fails to fulfill any commitment to contribute additional capital (the "Defaulting Member"), the Managers may elect to allow the remaining Members (the "Lending Members") to contribute to the Company pro rata by Membership interest any such additional capital contribution. All amounts so contributed by the Lending Members, shall be considered a loan to the Defaulting Member bearing interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate" established on the date of the loan, plus % simple interest, until repaid. In addition, until all such loans are repaid by the Defaulting Member, all distributions from the Company which would have been paid to the Defaulting Member shall then be paid to the Lending Members in proportion to the then outstanding interest and principal of such loans.

In addition to the loans to the Defaulting Member provided for in the aforementioned paragraph, upon approval of the terms thereof by the Managers, any Member may make a loan to the Company upon commercially reasonable terms. Loans by a Member to the Company shall not be considered Capital Contributions.

CAPITAL ACCOUNTS:

The Company shall maintain a separate capital account (the "Capital Account") for each member pursuant to the principles set forth in this paragraph and the Internal Revenue Service Treasury section § 1.704-1(b)(2)(iv). The Initial Capital Account of each Member shall be the amount of the subsequent Capital Contribution of such Member. Said Capital Account shall be increased by (i) the amount of the subsequent Capital Contributions of said Member to the Company pursuant to section "Capital Contributions; Capital Accounts; and Loans," and (ii) said Member's allocable share of Company Income and Net Income pursuant to section titled "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS." Such Capital Account shall be decreased by the (i) amount of cash distributed to the Member by the Company pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS" and (ii) such Member's allocable share of Loss and Net Loss pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS."

The provisions of this section and other portions contained in this Agreement relating to the proper maintenance of Capital Accounts are designed to comply with the requirements of the Internal Revenue Service Treasury section § 1.704-1(b). The Members intend that such provisions be interpreted and applied in such a manner that is consistent with said Treasury Regulations. The Managers are authorized to modify the manner in which the Capital Accounts are maintained if the Managers determine that such modification (i) is required or prudent to comply with the Treasury Regulations, and (ii) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

MEMBERS WITHDRAWAL OR REDUCTION OF CONTRIBUTION TO CAPITAL:

No Member shall have the right to withdraw all or any part of its Capital Contribution or to receive any return on any portion of its Capital Contribution, except as may be otherwise specifically provided in this Agreement. In the case involving a return of any Capital Contribution, no Member shall have the right to receive property or disbursement other than cash. No Member shall have priority over any other Member, either as to the return of Capital Contribution or as to Net Income, Net Loss, or distributions; provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

LIABILITY OF MEMBERS:

No Member shall be liable for the debts, liabilities, or obligations of the Company beyond his/her or their respective Initial Capital Contribution and any additional Capital Contribution required of such Member pursuant to the aforementioned sections. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS

ALLOCATIONS:

Subject to the following provisions, for the purpose of maintaining Capital Accounts and in determining the right of the Members among themselves, Net Income or Net Loss, if any, for a Fiscal Year or other period, shall be allocated to the Members in proportion to their respective Membership Interests after giving effect to all Capital Account adjustments attributable to contributions and distributions of cash and property made during such Fiscal Year. In the event any Member unexpectedly receives any adjustments, allocations, or distributions contained and described within the Internal Revenue Service Treasury Regulation Sections §1.704-1(b)(2)(ii)(d)

(4), §1.704-1(b)(2)(ii)(d)(5), or §1.704-1(b)(2)(ii)(d)(6), items of Income shall be specifically allocated to such Member (consisting of a pro rata portion of each item of Company Income, including gross income, for such year) in an amount and manner sufficient to eliminate such deficit, if any, in such Member's Adjusted Capital Account, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of section of §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this provision shall be interpreted consistently with said Treasury Regulation.

DISTRIBUTIONS:

The Managers shall allocate and/or dispense Distributable Cash and other property at such times and in such amounts as they may determine within their sole discretion. All disbursements of Distributable Cash or other property shall be made to the Members in proportion to their respective Membership Interests. Except as provided below, all disbursements of Distributable Cash and/or property shall be made at such time as determined by the Managers.

LIMITATION OF DISTRIBUTIONS:

No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation of distributions provided under the law, the ACT, or this Agreement.

ALLOCATIONS FOR TAX PURPOSES:

Except as otherwise provided herein, each item of Income, Net Income, or Net Loss of the Company shall be allocated to the Members in the same manner as such allocations are made for book purposes pursuant to previous paragraphs contained within this section. In the event of a transfer of, or other change in, an interest in the Company during a Fiscal Year, each item of taxable income and loss shall be pro-rated in accordance with the U.S. Internal Revenue Code §706 – Taxable years of partner and partnership, using any convention permitted by law and selected by the Managers.

TAX STATUS, ELECTIONS, AND MODIFICATIONS REGARDING ALLOCATIONS:

Notwithstanding any provision contained within this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company shall be subject to all provisions of the U.S. Internal Revenue Code Subchapter X; provided, however, that the filing of all required returns thereunder shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

The Managers, in their sole discretion, may cause the Company to elect pursuant to U.S. Internal Revenue Code Section 754 and the Treasury Regulations to adjust the basis of the Company assets as provided by Section 734 or 743 of the Code and the Treasury Regulations thereunder. The Company shall make such elections for Federal income tax purposes as may be determined by the Managers, acting in their sole and absolute discretion.

The Managers shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of the Treasury Regulations Sections §1.704-1(b), §1.704-1(c) and §1.704-2 upon the occurrence of any of the following events: (i) incurring any liability which constitutes a "non-recourse liability" as defined within the Treasury Regulation Section §1.704-2(b)(3) or a partner non-recourse debt as defined within the Treasury Regulation Section §1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to U.S. Code Section §708(b)(1)(B); or (iii) the contribution or distribution of any property, other than cash, to or by the Company.

PARTNER TAX MATTERS:

The Managers shall designate a Member serving as a Manager, or if there is none, or if none are eligible or able to act, any Member, as the "tax matters partner for federal income tax purposes." The tax matters partner is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The tax matters partner shall have the final decision making authority with respect to all Federal income tax matters involving the Company. The Members agree to cooperate with the tax matters partner and to do or refrain from doing any or all things reasonably required by the tax matters partner to conduct such proceeding. Any direct out-of-pocket expense incurred by the tax matters partner in carrying out his/her or their obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters partner shall be reimbursed.

RECORDS AND REPORTS:

At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep and maintain its records, as required by law, the ACT, and this Agreement, at the principal place of business.

ACCOUNT BOOKS:

The Company shall maintain the Company's books and records and shall determine all items of Income, Loss, Net Income, and Net Loss in accordance with the method of accounting selected by the Managers, consistently applied. All of the records and books of account of the Company, in whatever form maintained, shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their representatives during reasonable business hours. Such right may be exercised through any agent or employee of a Member designated by it or by an attorney or independent certified public account designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member.

All expenses in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

COMPANY TAX RETURN AND ANNUAL STATEMENT:

The Managers shall cause the Company to file a Federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide to each person who at any time during the Fiscal Year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for Federal income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

BANK ACCOUNTS:

The bank account or accounts of the Company shall be maintained in the bank approved by the Managers. The terms governing such accounts shall be determined by the Managers and withdrawals from such bank accounts shall only be made by such parties as may be approved and authorized by the Managers.

TRANSFERABILITY OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS

TRANSFERABILITY OF MEMBERSHIP INTERESTS:

The term "transfer" when used in this Agreement with respect to a Membership Interest includes a sale, assignment, gift, pledge, exchange, or other disposition. A Member shall not at any time transfer its Membership Interest except in accordance with the conditions and limitations established and contained within the section regarding "Restrictions on Transfer of Membership Interests." Any transferee of a Membership Interest by any means shall have only the rights, powers, and privileges set out within the section regarding "Transferee Rights," or otherwise provided by law and shall not become a Member of the Company except as provided within the section regarding "Admission of Transferees as Members."

RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:

All or part of a Membership Interest may be transferred only with the prior written approval of a Majority of the Managers, which approval may be granted or denied at the sole discretion of the Managers. The Managers shall not so consent unless the proposed transferee shall have furnished the Company with an opinion of counsel, satisfactory in form and substance to such Managers, that neither the offering nor the proposed transfer will violate any Federal or applicable state securities law and that neither such offering or proposed transfer will not adversely affect the Company from being taxed as a Sole Proprietorship for Federal income tax purposes.

RIGHTS OF TRANSFEE:

Unless and until admitted as a Member of the Company in accordance within the section regarding "Admission of Transferees as Members," the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his/her or their Membership Interest.

ADMISSION OF TRANSFEREES AS MEMBERS:

A transferee of a Membership Interest may be admitted as a Member of the Company only upon furnishing to the Company all of the following:

- The written consent of all current Members;
- The Acceptance, in a form satisfactory to a Majority of the Managers, of all the terms and conditions of this Agreement; and
- Payment of such reasonable expenses as the Company may incur in connection with his/her or their admission as a Member.

ADMISSION OF NEW MEMBERS:

New Members to the Company may only be admitted with the unanimous consent of the Members, upon compliance with all terms specified by the Managers and upon receipt by the Company of an opinion of counsel, satisfactory in form and substance to a Majority of the Managers, that neither the offering nor the proposed sale of the Membership Interest will violate any Federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a Sole Proprietorship for Federal income tax purposes.

BUY/SELL RIGHTS AMONG MEMBERS:

Members of the Company may offer to any other Member the opportunity to buy such Offeror's

Members interest or to purchase such Offeree Member's interest, in the Company. Any Member (the "Offeror Member") may give a Buy/Sell Notice to one or more of the other Members (the "Offeree Member(s)"). For the purposes of the section, a "Buy/Sell Notice" means a notice in writing by the Offeror Member containing both (i) an offer by the Offeror Member to purchase all, but not less than all, of the Membership Interest beneficially owned by the Offeree Member(s) (the "Purchase Offer"), and (ii) an offer by the Offeror Member to sell to the Offeree Member(s) all, but not less than all, of the Membership Interest owned by the Offeror Member (the "Sale Offer").

Upon a Buy/Sell Notice being received by the Offeree Member(s) and pending completion of the transactions contemplated therein, none of the Members shall do or cause to be done or permit the Company to do anything except in the ordinary course of business of the Company.

The Buy/Sell Notice shall stipulate a price for the Membership Interest to be purchased and shall also contain such other terms and conditions as are necessary or appropriate in connection with the transactions contemplated therein, provided that none of such terms and conditions shall conflict in any way with the provisions of this Agreement. The terms of the Purchase Offer or Sale Offer shall be the same as to the other, proportionate to the size of the Membership Interest to be purchased or sold.

The Offeree Member(s) shall have 10 days from the date on which the Buy/Sell Notice is received to accept either of the offers contained therein, when (i) any of the Offeree Member(s) may accept the Purchase Offer by giving to the Offeror Member, within the time prescribed, an Acceptance in writing (the "Acceptance") executed by the Offeree Member(s); (ii) any of the Offeree Member(s) may accept the Sale Offer by giving to the Offeror Member, within the time prescribed, a notification in writing (the "Notification") executed by the Offeree Member(s); any Offeree Member(s) who fails or refuses to give either an Acceptance or a Notification to the Offeror Member(s), within the time prescribed, shall be deemed to have given an Acceptance to the Offeror Member(s).

These provisions shall apply to any Acceptance, Notification, or deemed Acceptance of the Buy/Sell Notice when (i) in the event the Offeree Member(s) give or are deemed to have given an Acceptance, within the time prescribed, each Offeree Member(s) shall be obligated to sell all of its Membership Interest in the Company beneficially owned by such Offeree Member(s) to the Offeror Member(s), who then shall be obligated to purchase such shares; (ii) in the event all of the Offeree Member(s) give a Notification to the Offeror Member, within the time prescribed, each Offeree Member shall purchase from the Offeror Member and the Offeror Member shall be obligated to sell to the Offeree Member all Membership Interest in the Company beneficially owned by the Offeror Member pro rata, in the proportion to the Membership Interest owned by each Offeree Member(s) in relation to the total Membership Interests owned by all Offeree Member(s); and (iii) in the event some, but not all, of the Offeree Member(s) give a Notification to the Offeror Member and some, but not all, of the Offeree Member(s) give an Acceptance to the Offeror Member within the time prescribed, those Offeree Member(s) who gave a Notification to the Offeror Member shall be required to purchase, from the Offeror Member and from those Offeree Member(s) who gave an Acceptance, all Membership Interest in the Company beneficiary owned by the Offeror Member and owned by those Offeree Member(s) who gave an Acceptance. Each of the Offeror Member and those Offeree Member(s) who gave an Acceptance shall be obligated to sell all of their Membership Interest in the Company to those Offeree Member(s) who gave a Notification. If more than one Offeree gives a Notification, such Offeree Member(s) shall purchase such Membership Interest in the Company pro rata in the proportion with the amount of Membership Interest in the Company owned by each such Offeree Member(s) bears to the total

Membership Interests owned by all such Offeree Member(s). An Offeror Member shall not be entitled to purchase Membership Interests in the Company owned by some of the Offeree Member(s) and sell his/her or their Membership Interest in the Company to others of the Offeree Member(s).

Upon the formation of a contract by the giving or deemed giving of an Acceptance or Notification, the Member(s) agreeing to purchase shall purchase and the Member(s) agreeing or deemed to have agreed to sell shall convey, transfer and assign to the purchasing Member(s) all of the Membership Interest in the Company held by the selling Member(s) at and for the price set out in the Offer and on the terms and conditions set out therein and in this Agreement. Notwithstanding any other terms contained herein or in an Offer, any purchase of a Membership Interest by any Member(s) may, at the option of the purchasing Member, be by way of all cash at closing, a promissory note at closing, or some cash and a promissory note for the remainder of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate" established on the date of closing, plus %, and such note shall be payable in full on or before year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, and such agreement shall not be unreasonably withheld.

The closing of the purchase and sale transaction pursuant to this Section shall take place within 30 days following the date on which the Acceptance or Notification was given. In the event that the above designated day falls on a weekend or a statutory holiday, the closing shall take place on the next following business day.

Notwithstanding anything contained within this Section, the Members agree that no Member shall be entitled to exercise any rights under this Section for a period of year(s) from the date of the execution of this Agreement.

RIGHT OF FIRST REFUSAL:

If at any time a Member (hereinafter referred to as the "Disposing Member") wishes to sell any of its Membership Interest in the Company (hereinafter referred to as the "Offered Interest") to any person or person (hereinafter referred to as the "Thirds Party"), the Disposing Member shall first obtain a bona fide offer from the Third Party (hereinafter referred to as the "Third Party Offer") which he/she is prepared to accept, and then give the other Members (hereinafter referred to as the "Other Members") written notice (hereinafter referred to as the "Offer Notice") containing the identity of the Third Party, the terms and conditions of the Third Party Offer, a true copy of the Third Party Offer, and an offer by the Disposing Member (hereinafter referred to as the "Disposing Member's Offer") to sell the Offered Interest to the Other Members at the same price and upon the same terms and conditions as are contained in the Third Party Offer. It is understood and agreed that the Third Party's Offer shall be of a nature and type which could be offered on identical terms by the Other Members. The Other Members shall be entitled to purchase the Offered Interest proportionate to the Membership Interest in the Company held by them respectively. If any of the other Members desire to purchase more than its proportionate share of the Offered Interest is shall also indicate in its Acceptance Notice (as herein defined). The Disposing Member's Offer shall be irrevocable for a period of 0 days after receipt of the Offer Notice by the Other Members.

The Other Members may, within 0 days after receipt of the Offer Notice, accept the Disposing Member's Offer by giving written notice thereof, which shall be irrevocable, to the Disposing Member and to the Other Members (hereinafter called the "Accepting Notice").

If within the said 0 day period the Other Members do not give an Acceptance Notice or Acceptance Notices as herein provided, such that all and not less than all of the Offered Interest is required to be purchased, then the Disposing Member's Offer shall be deemed to have been rejected and the Disposing Member shall sell the Offered Interest to the Third Party on the exact same terms and conditions in the Third Party Offer. Where the Third Party does not acquire all of the Membership Interest in the Company, the Third Party shall agree to be bound by the provisions of this Agreement. Specifically such Third Party may not acquire a Membership Interest or be admitted as a Member, except by full compliance with all requirements under Sections titled "Transferability of Membership Interests – Admission of Members." The sale to the Third Party must be completed on the closing date as aforesaid, and such offer shall be deemed for purposes hereof to be a new offer which, pursuant to the provisions of this Section, shall be first offered to the Other Members. The Disposing Member shall provide reasonable proof to the Other Members that the sale of the Offered Interest was completed at such price and upon such terms and conditions as contained in the Third Party Offer, before the Third Party shall be entitled to be registered as a Member of the Company.

A Third Party Offer shall contain a term requiring the Third Party, as a condition of closing, to duly execute and deliver to the Other Members and the Company an agreement to be bound by the terms and conditions of this Agreement including, without limiting the generality of the foregoing, the covenants and obligations of the Disposing Member and the conditions placed on transfer of a Membership Interest and admission as a Member (as set forth in this Section), hereunder, which agreement is to be in form and substance satisfactory to the attorneys for the Other Members and the Third Party acting reasonably.

If the Other Members accept the Disposing Member's Offer, then the transaction of purchase and sale shall be closed as provided for in the Third Party Offer. Notwithstanding any term contained in a Third Party Offer, or herein, any purchase of a Membership Interest by any Member(s), may at the option of any purchasing Member, be made by way of all cash at closing, a promissory note at closing, or partial payment in cash and a promissory note for the remaining balance of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the prime rate as set forth in the "Wall Street Journal (WSJ) prime rate," as of the date of closing plus % percent, and such note shall be payable in full on or before year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, such agreement to not be unreasonably held.

Any other Member shall have the right to elect to, by notice in writing to the Disposing Member, within 0 days from the date of receipt of a copy of the Third Party Offer, (i) as a condition precedent to any sale of the Membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase of a pro rata proportion of Membership Interest held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and conditions as contained in the Third Party Offer, in which case the Other Member shall become a Disposing Member for purposes of this Section; or (ii) as a condition precedent to any sale of the membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase for all of the Membership Interest (or such lesser number as is the subject matter of the Offer) held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and condition as contained in the Third Party Offer, in which case the Other Member shall become Disposing Member for purposes of this Section.

DISSOLUTION AND TERMINATION

WITHDRAWAL:

Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his/her or their Capital Account. Any Member retiring or withdrawing in contravention of the Section shall indemnify, defend, and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements, or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

DISSOLUTION:

The Company shall be dissolved upon the first of the following to occur: (i) when the period fixed for the duration of the Company in the Articles of Organization shall expire; (ii) upon the election to dissolve the Company by all Members; (iii) upon the happening of any event of withdrawal (as defined in the ACT) with respect to any Member, unless there is at least one remaining Member, and the business of the Company is continued by the written consent of all the remaining Managers or the written consent of the remaining Members holding a Majority Interest within 10 days of the action by or affecting the withdrawing Member; (iv) upon a deadlock on management affairs as defined under the Section titled "Dissolution in the Event of a Deadlock;" or (v) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the ACT.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Section.

Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided under the Section titled "Distribution of Assets Upon Dissolution."

Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

DISSOLUTION IN THE EVENT OF A DEADLOCK:

In the event that the Members of the Company fail to agree to a matter which requires unanimous consent under the Section titled "Matters Requiring Unanimous Consent," a management deadlock is deemed to have occurred when (i) a matter related to the management affairs of the Company has been considered by a meeting of the Members; and (ii) no resolution of the matter has been reached at such meeting of the Members, by virtue of it receiving the unanimous consent of the Members; (iii) within 30 days from such meeting, one or more Members gives notice to all other Members that it considers the Company in deadlock and intends to seek dissolution of the Company due to such deadlock, if a resolution is not reached in the matter in question; and (iv) such matter is not otherwise resolved or rendered irrelevant within 30 days from the date of the notice mentioned above.

When a management deadlock occurs and is not resolved, the Company shall be dissolved in

accordance with this Agreement.

ARTICLES OF DISSOLUTION:

Upon the dissolution and commencement of the winding up of the Company, the Managers shall cause the Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State and a Manager or authorized Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

DISTRIBUTION OF ASSETS UPON DISSOLUTION:

In settling accounts after dissolution, the assets of the Company shall be paid (i) first, to creditors, in the order of priority as provided by law, except those to Members on account of the Capital Contributions; (ii) second, an amount equal to the then remaining credit balances in the Capital Accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and (iii) third, any remainder shall be distributed to the Members of the Company, pro rata to their respective Membership Interests.

DISTRIBUTIONS IN KIND:

If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members allocable share of gain or loss which would have resulted if the distributed property had been sold at its fair market value.

MISCELLANEOUS PROVISIONS

COMPETING BUSINESS:

Except as otherwise expressly provided in this Agreement or the ACT, neither the Managers nor the Members, nor any of their shareholders, directors, officers, employees, partners, agents, family members, or affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, except for the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Company. Except as otherwise provided in this Agreement or the ACT, any investment in or conducting of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

MEMBER REPRESENTATIONS AND AGREEMENTS:

Notwithstanding anything contained in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers, and to each other that (i) the Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (ii) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is

able to bear all such economic risks now and in the future; (iii) such Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers, if any, concerning such Membership Interest; (iv) such Member's decision to acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (v) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (vi) such Member is aware that only the Company can take action to register Membership Interests and the Company is under no such obligation and does not propose to attempt to do so; (vii) such Member is aware that this Agreement provides restrictions on the ability of a member to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the Member's Membership Interest; (viii) such Member agrees that the Member will truthfully and completely answer all questions and make all covenants that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (ix) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state or country of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

NOTICE:

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

All notices, demands and requests to be sent to any Manager or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and (i) personally delivered, (ii) deposited for next day delivery by Express Delivery or other similar overnight courier services, (iii) deposited in the United States mail, prepaid and registered or certified with return receipt requested, or (iv) transmitted via facsimile or other similar device to the attention of such person with receipt acknowledged.

All notices, demands, and requests so given shall be deemed received when (i) actually received, if personally delivered or deposited for next day delivery with an overnight courier or faxed, or (ii) as indicated upon the return receipt if deposited in the United States mail.

The Managers and Members shall have the right, from time to time, and/or at any time during the term of this Agreement, to change their respective addresses by delivering to the other parties written notice of such change in the manner prescribed in the aforementioned second Notice paragraph.

All distribution to any Member shall be made at the address at which notices are sent unless otherwise specified in writing by any such Member.

NO PARTITION ACTION:

No Member shall have any right to maintain any action for partition with respect to the property of the Company.

AMENDMENTS:

This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by each of the Members. A vote of the Majority in Interest of all Members is required for any amendment.

POWER OF ATTORNEY:

Each Member hereby makes, constitutes, and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such Member's name, place, and stead and for the Member's use and benefit to sign and acknowledge, file, and record, any amendments hereto among the Members and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), the admission of substitute Members, or the dissolution or termination of the Company, provided such continuation, admission, withdrawal, qualification, or dissolution and termination are in accordance with the terms of this Agreement.

The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of each Member. It may be exercised by any one of said attorneys by listing all of the Members executing any instrument over the signature of the attorney-in-fact acting for all of them. The power of attorney shall survive the delivery of an assignment by a Member of the whole or any portion of his/her or their Membership Interest. In those cases in which the assignee of, or the successor to, a Member owning Membership Interest has been approved by the Members for admission to the Company as a substitute Member, the power of attorney shall survive for the sole purpose of enabling the Managers to execute, acknowledge, and file any instrument necessary to effect such substitution.

This power of attorney shall not be affected by the subsequent incapacity or mental incompetence of any Member.

GOVERNING LAW; ARBITRATION:

This Agreement, being made in the County of Garfield in the State of Colorado, with the rights and obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Garfield, Colorado in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

ENTIRE AGREEMENT:

This Agreement, including all schedules to this Agreement, as amended from time to time, in accordance with the terms of this Agreement, contains the entire agreement among the parties relative to the subject matter hereof.

WAIVER:

No consent or waiver, express or implied, by any Member to or for any breach or default by any other Member in the performance by such other Member of his/her or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default,

regardless of how long such failure continues, shall not constitute a waiver by such Member of his/her or its rights hereunder.

SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

BINDING AGREEMENT:

Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective legal representatives, successors and assigns.

TENSE AND GENDER:

Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately within this Agreement, this Agreement shall be read as if the appropriate gender was used.

CAPTION:

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall be the ruling and controlling factor.

BENEFITS OF AGREEMENT:

Nothing in this Agreement, expressed or implied, is intended or shall be construed to give to any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any covenant, condition, or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purpose and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

IN WITNESS WHEREOF, the undersigned, being the initial Managers and all of the Members of the Company, have caused this Agreement to be duly adopted by the Company as of the date provided below, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement through the signing thereof.



Dustin Budd - Owner



(Date)

SCHEDULE A – MEMBER INFORMATION, CONTRIBUTION & INTEREST PERCENTAGE

Member Name & Address

**Initial Capital Contribution and Percentage
of Membership Interest**

Dustin Burd

100

SCHEDULE B – COMPANY MANAGERS

Dustin Budd - Owner



Agenda Item #7.a.

Agenda Item Name:

Consider Purchase of 2021 Police Vehicle

Presenter:

Tommy Klein, Chief of Police

Item Description:

The Police Department would like the approval of Council to purchase a 2021 Ford Explorer to supplement our current fleet. If approved, the vehicle would be purchased from Columbine Ford and the cost was determined by government contract. The purchase was accounted for in the Police Department's 2021 budget. The total cost of the vehicle would be \$35,588.00.

Recommended Action:

I move to approve the purchase of a 2021 Ford Explorer SUV from Columbine Ford in the amount of \$35,588.00.

Fiscal Impact:

The full amount of the purchase would be paid through Fleet and the Police Department will make 4 payments over 4 budget years to reimburse Fleet.

Operational Impact:

Prior Board Motions:

None

Background Information:

Executive Summary:

The Police Department would like the approval of Council to purchase a 2021 Ford Explorer to supplement our current fleet. If approved, the vehicle would be purchased from Columbine Ford. The price was determined by government contract. The purchase was accounted for in the Police Department's 2021 budget and the total cost of the vehicle would be \$35,588.00.

At this point, it appears that this vehicle will replace an older unit.

The Ford Explorer has a higher Insurance Institute for Highway Safety and NHTSA crashworthiness rating compared to the Dodge Durango.

Notification Requirements:

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. 2021 Ford SUV Request Memo 01-11-2021
2. 2021 Police interceptor 1-11-2021
3. Purchase Request for 2021 Ford Explorer for PD



MEMORANDUM

TO: CITY COUNCIL
MANAGER HAHN
FROM: CHIEF TOMMY KLEIN
DATE: 01-11-2021
RE: PURCHASE OF 2021 FORD EXPLORER

The Police Department is requesting Council's permission to purchase a 2021 Ford Explorer police vehicle from Columbine Ford in the amount of \$35,588.00. The cost is contract pricing. The cost of this vehicle was accounted for in the Police and Fleet budgets. The Police Department reimburses the Fleet budget over 4 years for the total cost of the unit.

If approved, the new vehicle will replace an SUV that is experiencing higher than normal repair costs due to age and mileage.

The Ford Explorer has a higher Insurance Institute for Highway Safety and National Highway Traffic Safety Administration crashworthiness rating compared to the Dodge Durango.



Chief Jimmy

VIRTIC1DP V4.58 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

01/11/21 14:12:12

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Dealer: F56493

Page: 1 of 2

2021 EXPLORER 4-DOOR

Order No: 1000 Priority: C1 Ord FIN: QF467 Order Type: 5B Price Level: 125
Ord Code: 500A Cust/Flt Name: CITY OF RIFLE PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$40845	17T CARGO DOME LAMP	\$50
.119" WHEELBASE		425 50 STATE EMISS	NC
UM AGATE BLACK		43D COURTESY DISABL	25
9 CLTH BKTS/VNL R		51V SPTLMP LED DUAL	665
6 EBONY		549 PWR MIRR HTD	60
500A EQUIP GRP		55F KEYLESS - 4 FOB	340
.AM/FM STEREO		67V CONNECTOR KIT	185
99B 3.3L V6 TI-VCT (3530)			
44U 10SPD AUTO TRAN	NC	TOTAL BASE AND OPTIONS	41535
JOB #2 ORDER		TOTAL	41535
67U ULTIMATE WR KIT	560	*THIS IS NOT AN INVOICE*	
.GRILL WIRING		*TOTAL PRICE EXCLUDES COMP PR	
.RR MOUNT PLATE			
FLEET SPCL ADJ	NC	* MORE ORDER INFO NEXT PAGE *	
17A AUX CLIMATE CTL	610	F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC02434

V1DP0334

2,6

\$35,588

Thank You
Josh Bowen
Columbine Ford.
Rifle CO.
970.625.1680

CNGP530

VEHICLE ORDER CONFIRMATION

01/11/21 14:12:26

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Dealer: F56493

2021 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1000 Priority: C1 Ord FIN: QF467 Order Type: 5B Price Level: 125

Ord Code: 500A Cust/Flt Name: CITY OF RIFLE PO Number:

RETAIL

RETAIL

	.WIRING KIT-RR		TOTAL BASE AND OPTIONS	\$41535
	.WIRING KIT-FRT		TOTAL	41535
76D	DEFLECTOR PLATE	335	*THIS IS NOT AN INVOICE*	
794	PRICE CONCESSN		*TOTAL PRICE EXCLUDES COMP PR	
	REMARKS TRAILER			
86T	RR TAILLAMP HSG	60		
92R	SOLAR TINT 2ND	85		
	FLEX-FUEL			
153	FRT LICENSE BKT	NC		
	SP DLR ACCT ADJ			
	SP FLT ACCT CR			
	FUEL CHARGE			
B4A	NET INV FLT OPT	NC		
	DEST AND DELIV	1245		

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC02434

V1DP0334

2,6



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐	
	Columbine Ford		
2.	Vendor Address		
	2728 Railroad Ave.		
	Rifle, CO 81650		
3.	For the Purchase of (description)		
	2021 Ford Explorer SUV		
4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$35,588	\$46,000	<i>M. Duran</i>
5.	Dept. Name	General Ledger Acct #	
	Fleet	610-4900-400-742	
6.	Type of Purchase		
	☐ Capital Construction		
	☐ Capital Construction – Change Order		
	☒ Capital Equipment Vehicle		
	☐ Plant Equipment		
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)		
	☐ Professional Services		
	☐ Utilities (includes equipment installation)		
	☐ Land, easements, ROW		
7.	Purchasing Process Required		
	☒	Cooperative Purchasing Contract Pricing	
	☐	Open Market	
	☐	Comparative Pricing	
	☐	Request for Proposal (attach bid tab)	
	☐	Formal Bid (attach bid tab and advertisement)	
	☐	Single Source (attach an explanation)	
8.	Authorization Required		
	☒	City Manager	
	☒	City Council	
9.	Signatures		
	Position	Signature	Date
	Department Director	<i>[Signature]</i>	01-11-2021
	City Manager	<i>Chris A. Hahn</i>	1-13-2021
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



Agenda Item #7.b.

Agenda Item Name:

Consider Amending Appendix A of the Rifle Municipal Code regarding sanitation and water rates for 2021 - Ordinance No. 1, Series of 2021

Presenter:

Scott A. Hahn

Item Description:

Set preferred annual utility fee increases

Recommended Action:

Approval Ordinance No. 1, Series of 2021 on first reading

Fiscal Impact:

Increases match what is budgeted in the 2021 budget. A utility study is underway to look at future changes. Sewer and Sanitation both need an increase in rates to better balance the budget. However, the 5% sewer increase is the automatic increase identified in city code. The Sanitation increase of 7.5% is necessary to match revenue to current expenditure. There is no increase in water rates so this has fiscal impact on the Water Fund.

Operational Impact:

None

Prior Board Motions:

These increases are reflected in the 2021 budget approved by City Council.

Background Information:

City Code provides for an automatic 5% increase in each utility fund's rates each year. Over the last few years we have adjusted this percentage in each fund to match what we believe is a more accurate level. The combined affect of our annual changes is that we charged less than what we would have if we did not alter the 5% automatic increase for all funds. Water Fund balance appears strong so we recommend 0% increase. Sewer Fund balance is weak so we recommend accepting the automatic 5% increase. Sanitation Fund balance is weak and needs 7.5% for 2021 expected expenditures.

Executive Summary:

Rate adjustments are necessary for the 2021 year. A Utility Rate study is currently being finalized which will give recommendations for future rate adjustments.

Notification Requirements:

Prepared By:

Scott Hahn, City Manager

Attachments:

1. Ordinance No. 1-Sanitation and Water Rates

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2021**

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

WHEREAS, the City of Rifle sanitation fund is experiencing increased costs associated with providing refuse collection services necessitating an increase in fees to adequately meet the City's current and future needs and to remain fiscally responsible; and

WHEREAS, the City of Rifle water fund has attained efficiencies and fees can remain at 2020 rates to help offset the increased refuse collection fees; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the fees for Section 6-7-60 and Section 13-1-380 at Appendix A of the Rifle Municipal Code accordingly.

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

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

Section 2. The following refuse collection rates and charges referenced in the Code at Appendix A, for RMC Section 6-7-60, are hereby repealed and reenacted to read as follows:

6-7-60	Refuse Collection Rates and Charges	
	Single-family residential, multi-family:	
	1 64-gallon container	\$18.95/month
	2 nd 64-gallon container	\$14.20/month
	64-gallon container additional pick up each time	\$15.00
	1 96-gallon container	\$22.35/month
	2 nd 96-gallon containers	\$17.20/month
	96-gallon container additional pick up each time	\$17.65
	Commercial/multi-family:	
	1 300-gallon container 1 pick up per week	\$59.55/month
	Additional 300-gallon container	\$40.30/month

	300-gallon container additional pick up each time	\$66.25/month
	Special services for multi-family residential units with 300-gallon container	\$0.70/unit/month added to 300-gallon container account bill
	Senior citizens/disabled persons discount:	
	1 64-gallon container or 1 96-gallon residential container	80% of applicable rate
	Future refuse collection rate increases: Refuse collection rates set forth in Section 6-7-60 shall increase on January 1 of each calendar year by 5%, rounded up to the nearest \$0.05.	

Section 3. The following water rates, fees and charges referenced in the Code at Appendix A, for RMC Section 13-1-380, are hereby repealed and reenacted to read as follows to keep fees at the 2020 rates (no increases) effective January 1, 2021:

13-1-380	Water rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:	
	Flat fee	\$30.63 per EQR (calculated according to Section 13-4-60 EQR Schedule) up to 2,000 gallons of monthly water use per EQR
	Plus (in addition to above)	\$4.09/1,000 gallons of water use/month 2,001—4,000 gallons \$4.34/1,000 gallons of water use/month 4,001—8,000 gallons \$5.10/1,000 gallons of water use/month 8,001—20,000 gallons \$6.12/1,000 gallons of water use/month 20,001 or more gallons
	Water Tank Surcharge	12% of total water service fee
	Variable rates/other fees	
	Senior citizen (in City only)	80% applicable in-City flat fee (No reduction on rates for monthly gallons used)
	Standby fee	50% of flat fee per EQR
	Outside corporate City limits	150% applicable in-City rate (Subject to flat fee at increased rate)
	Irrigation interruptible water service rate	The tiered water rates above with no flat fee

	Bulk sales rate (hydrant - when permitted)	\$25.00 per month plus 400% applicable in-City rate for use
	Airport Pressure Zone surcharge	\$0.79/1,000 gallons
	Duplicate bill charge	\$1.53 each duplicate issued
	Future water rate increases: Water service fees for all classes of water users shall increase on January 1 of each calendar year by 5%.	

INTRODUCED, on January 20, 2021, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 3, 2021, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.c.

Agenda Item Name:

Consider Additional CARES Act Expenditures in 2021

Presenter:

Nathan Lindquist, Planning Director

Item Description:

Consider additional Cares Act expenditures in 2021

Recommended Action:

To be determined by Council

Fiscal Impact:

TBD

Operational Impact:

n/a

Prior Board Motions:

multiple

Background Information:

As part of the bill passed by Congress in December, CARES Act funding is able to be extended through 2021 rather than the previous deadline of December 31, 2020.

Executive Summary:

The City has approximately \$84,000 remaining to be spent. The attached budget shows the current status of expenditures and options for spending the remainder.

It may be wise to consider a certain amount to be available for businesses. The RREDC has about \$30,000 remaining from the funding that has been provided.

Another CARES Act topic that staff wishes to update Council on is in regards to the \$50,000 in marketing funds that Council approved and are eligible for CARES Act reimbursement. These funds were approved on October 21, 2020 along with a number of other items, including \$25,000 for Aspen Community Foundation, \$10,000 for Reach Out Colorado, \$15,000 for the River Center. Due to the impending deadline for spending the funds, staff then proceeded to implement each of these projects, sending checks to Aspen Community

Foundation, Reach Out Colorado, and the River Center. The invoices from Align Multimedia for the marketing program have now come in for payment, and in order to ensure we are meeting the procurement code staff wanted to take this back to Council to describe the program that was implemented and ensure it met their standards. This was a sole source procurement because the City's general marketing contract is with Align Multimedia and they were the only entity with the ability to create a quality marketing program on such a tight timeline. Now that the CARES Act funding deadline has been extended into 2021 we have time to review this with Council.

Attached is a description of the marketing program that Align and Kim Burner developed.

Notification Requirements:

Prepared By:

Nathan Lindquist, Planning Director

Attachments:

1. CARES ACT budget
2. Align Multimedia marketing proposal

SPENDING CATEGORY		AMOUNT
Total CARES ACT allocated to City of Rifle		\$ 818,370.24
Expenses prior to December 31, 2020		
business and non profit grants/loans		484,528
	RREDC	448,000
	parklets	36,528
Public Health info (signage)		165
Telework		3,877
Staff time for lift up		32,010
PPE		65,900
non-profit relief funding (river center, ROC)		25,000
Aspen Community Foundation		25,000
City Hall HVAC		17,388
marketing/open for business/shop local program		50,000
Parks cleaning equipment and materials		30,063
TOTAL AMOUNT SPENT in 2020		733,931
Amount remaining to spend in 2021		84,439
Potential future expenses (84,439)		

Humanity Restoration Crew costs	15,000
grant admin costs for city staff time (nathan and michelle)	17,800
ute staff helping lift up	?
Assistance for citizens (ROC, river center)	?
Business grants	?
City Hall remodels	?

PROPOSAL

October 19, 2020

ALIGN MULTIMEDIA

144 East 3rd Street
Rifle, CO 81650

TO:

City of Rifle
202 Railroad Ave.
Rifle CO 81650

CAMPAIGN OVERVIEW

Align Multimedia looks forward to using funds from the Cares Act to promote and market Rifle, CO as a COVID-19 friendly destination that encompasses the best of what Colorado has to offer throughout all seasons of the year.

We look at this project as a major opportunity to create a system that identifies what regions throughout the USA are the most interested in visiting Rifle, and the specific activities visitors are interested in participating in while they're here. In order to do this properly, we recommend conducting an overhaul to the current VisitRifle.com website by creating the most updated, dynamic, and data-focussed website possible. The website will be the primary tool that is used to capture data from the COVID-19 remarketing campaign and will be able to provide information on how users got to the website, where they're from, and what they are interested in doing throughout their visit to Rifle.

Design updates to the site will highlight the various activities to participate in throughout each season of the year. We will essentially create four-websites-in-one by allowing users to "Choose Their Season", similar to how GoSnowmass.com allows users to choose between Winter & Summer. The functionality of the overhauled website will allow the city of Rifle to utilize it throughout the COVID-19 campaign for years moving forward.

The marketing and promotional efforts will focus on areas/regions/states that are within a 12-hour drive from Rifle - these areas include the Front Range, UT, WY, AZ, NM, TX, etc. The methods used to promote and market Rifle will be a mix of digital and traditional media including social media ads, Google & display ads, radio, print, OOH // Billboard,

streaming/podcasts, and PR. Campaign messaging will focus on not only the various world-class recreation opportunities that are available in and around the area, but also highlighting shopping opportunities, restaurants, and family activities (movies, bowling alley, golf) offered in Rifle.

Recommendations based on a \$50,000 budget to spend throughout November & December 2020.

WEBSITE

\$12,500

- Complete overhaul of existing website
- Added website functionalities
- Added content
- Implementation of backend analytics tools
- Setup website to be utilized for years moving forward

SOCIAL MEDIA AD CAMPAIGN

\$11,500

Aggressive social media campaign in specific regions in the USA identified by Align Multimedia and the City of Rifle.

- Ad design; will most likely feature videos of popular outdoor activities in the area
- Ad coordination and placement
- Create custom links to track success
- Reporting of analytics
- Target Market: Front Range, UT, WY, AZ, NM, TX

GOOGLE & DIGITAL ADS CAMPAIGN

\$5,500

Digital ad campaign in specific regions identified by Align Multimedia and the City of Rifle.

- Ad design, will most likely feature photos of popular outdoor activities in the area
- Ad coordination and placement
- Create custom links to track success
- Reporting of analytics
- Target Market: Front Range, UT, WY, AZ, NM, TX

RADIO CAMPAIGN

\$6,000

Regional radio campaign highlighting all that Rifle has to offer

- Highlight local attractions that nearby residents have most likely heard about, but not yet experienced. Also highlight shopping and restaurant opportunities
- Copywriting and placement of Ad(s)

- Target Market(s): Grand Junction, Aspen, Roaring Fork Valleys, Eagle County, Rio Blanco County, Moffat County

PRINT CAMPAIGN

\$7,500

Regional print campaign highlighting all that Rifle has to offer

- Highlight local attractions that nearby residents have most likely heard about, but not yet experienced. Also highlight shopping and restaurant opportunities
- Campaign in Aspen Times, Post Independent, GJ Sentinel
- Ad design and placement of Ad(s)
- Target Market(s): Grand Junction, Aspen, Roaring Fork Valleys, Eagle County, Rio Blanco Counties

CONTENT GENERATION: DRONE // VIDEO // PHOTOGRAPHY

\$3,750

- Align to capture video and photo of new content that will be featured throughout campaign
 - Winter Activities
 - Mountain Biking (Promote Spring Launch of Grand Hogback Trail)

ANALYTICS & DATA COLLECTION

\$1,250

- Take information from campaign to offer guidance, recommendations and next steps
- Tweak campaign and shift priorities based on data received

CAMPAIGN MANAGEMENT

\$2,000

- Align to provide strategy and guidance for all campaign elements
- Align to develop campaign messaging to build marketing efforts around, Examples below:
 - Rifle Colorado, Four Seasons of Fun
 - Rifle Colorado, World Class Recreation on the Western Slope
 - Rifle - World Class Recreation on Colorado's Western Slope
- Coordination, meetings, and primary contact with all media partners
- Meetings with City of Rifle to report on campaign

PUBLIC RELATIONS

ADDED VALUE

- Provide the City of Rifle with PR as it's presented throughout the campaign
- Radio Interview(s)
- Print Editorial Pieces



Agenda Item #8.a.

Agenda Item Name:

Report to City Manager

Presenter:

Scott Hahn, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager

01/08/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 01.08.2021

WORK REPORT TO CITY MANAGER

01.08.2021

POLICE

- We are down from 3 to 2 people in our hiring process. The two remaining candidates look promising.
- The PD has received 12 applications for our remaining vacancies. We hope to interview the last week of January or early February.
- We have 909 active Nextdoor accounts representing 18% of households in Rifle.
- The Detective Division investigated 25% more cases in 2020 compared to 2019. We saw an increase in child sex assault cases in which the suspect had multiple victims.

CITY CLERK

- Began implementation of the Civic Clerk Boards and Commissions module; populating the meeting information for City-regulated boards and commissions, including number of seats and term limits, as well as all members of each board or commission.
- Coordinated with the Garfield County Board of County Commissioners (BOCC) to organize a joint workshop meeting between the BOCC and Rifle City Council on February 9, 2020 at 6 pm. We will be attending via Zoom.

PIO

- Attended Garfield County Health/Municipality PIO meeting.
- Assisted with the City Manager update videos with Scott and Carlos which we filmed at The Grand River Health Care Center on January 5th and Colorado Kitchens on January 12th.
- Kept social media outlets updated with the latest status decisions and updates from the state and county including a great interactive map from CDOT telling drivers where to find tire shops and discounts in their area. Check it out on our Facebook and Twitter pages.
- Attended GRIT meeting.

COURT

- Handled 42 adult cases and 10 juvenile cases on January 6th court day and held one bench trial.
- Strategy and update meeting with City Prosecutor.

UTILITIES

- The main focus for the utility department will be the new dewatering press.
- Pre-bid meeting to occur on January 13th at 10AM
- Bid opening will occur on January 27th and recommendation for award will be on the March 17th agenda along with purchase request for construction management services which were budgeted for in 2021

FINANCE

- Have begun year end procedures which will continue into February.
- Have begun preparation for 2020 Audit.
- Offer made for open position, training Michelle for Sales tax position.
- This week is pre-construction meeting for Finance dept. window upgrade.

PUBLIC WORKS

The following are engineering projects currently in progress, to include inspection and administration, design, and/or planning:

- Additional Airport Water Tank: design phase (site selection, geotechnical investigation, preliminary design considerations: complete).
- Utility Rate Study: approx. 85% complete with recommendations for presentation forthcoming.
- I-70 Exit 90 Beautification: design recommendations complete.
- Downtown Rehabilitation: currently in bid phase.

The following are projects currently under construction:

- Lining of storm water drainage line in W. 3rd St.: upper portion (Fravert Ave west to W. 3rd Street end) complete; waiting on suitable weather to complete the lower leg.
- Centennial Parkway Bridge Rehabilitation: currently demolishing the bridge deck.

The following are completed projects, or are being closed out:

- Scalzo Ranch Subdivision, as developed by John Kuersten.
- RRV Improvements associated with Culver's Restaurant.

Fleet

- Continue to work through an unknown problem with Vacuum truck which causes it to shut down during operations.
- Continued development of Fleet Administration and Management.
- Working on final package of lease vehicles (7) planned for acquisition for 2021.

Two weeks look ahead:

- Preparation of girders and channel work for the Centennial Pkwy. Bridge Rehabilitation.
- Completion of the lining of the W. 3rd St. Storm Water Culvert.
- Completion of packages for presentation to Council for the purchase/acquisition of a street sweeper and a snowplow truck.
- Presentation of design of the I-70 Exit 90 Beautification to Council in workshop.

SENIOR CENTER
Year End 2020

Our year ended with many generous donations to pay for senior meals. It was such a welcomed gift for our seniors. I would like to acknowledge those that donated funds to cover the cost for the seniors.

Rifle Housing Authority	October Meal	\$273.00
Alpine Bank	Thanksgiving Meal	\$434.00
Private Donation	December Meal	\$290.00
Gold Star Realty	Christmas Meal	\$250.00
Gold Star Realty	New Year's Meal	\$250.00

In 2020 we prepared 12,186 meals serving 6,577 in Rifle; 3,042 in Parachute; 1,802 in Silt; and 765 in New Castle. In 2019 we prepared a total of 13,203 meals for a decrease of 1,017 meals. Considering the pandemic and not have a congregate meal this decrease was expected. Rifle only decreased by 60 meals for the year with the largest decline seen in Silt of 774 meals.

In September we installed new flooring in our dining room, library room, entry way, large closet and both restrooms upstairs. This was a great improvement to our building and will be much easier to upkeep than the carpet. We received a private donation of \$10,000.00 in addition to \$10,000.00 from our Sales and Cans Committee. This left a cost to our general fund of \$9,017.88. With new flooring in the restrooms we also replaced both vanity tops that were much needed.

I can't go without mentioning the staff here that is so dedicated. In August we hired a part time cook that has been a great addition to our team. Laura Shatney showed up her first day ready to work and needed very little training. She is a great fit and works well with Cindy and Socorro. These ladies are all hard working and never complain about getting the meals out. They truly care about the seniors and put a lot of pride into their meals. We had to reconstruct our ways of doing things this year and completely change our procedures and the team did it with enthusiasm, suggestions, and a lot of communication and team work. I could not be more proud of this team.

This past year has been rough on many and I see it mostly with our seniors. They miss their social time together and I can see how this is taking a toll on them. The loneliness is showing in their faces. I hear each day how much they miss their Senior Center and each other. I am hoping that 2021 will be brighter and bring our community back together as it should be.

Thank you to Scott and Council for all the support in making sure our senior programs continues in our community. Rifle should be so proud of all the programs we offer as many communities are not as fortunate.

PARKS AND RECREATION

From Wayne Pleasants:

The NUTS organization received \$10,000.00 from the rural theatre grant program in late December. The Save Our Stages Act passed congress late last year which will give the Ute a chance at a piece of the \$15 billion grant program administered by the SBA (Small Business Administration) along with help from NIVA (National Independent Venue Association) of which the Ute Theater is a member. We hope to be able to apply for the SOS grant in the coming months. The Ute meets all of the criteria in order to receive the grant funds.

Also, we have all permit to demo the old house at 236 W 4th. O & M has scheduled to begin work on January 18th.

I've spent considerable time transferring ownership of a controlled radioactive material—two tritium (self-luminous) EXIT signs for disposal that were removed from City Hall some time ago. These changed custody when I signed them over to Orion Environmental while they were conducting asbestos abatement for the house. The state has closed our license. Interestingly, the materials are tracked to us and we are the owners in perpetuity. If the disposal site is moved at some time in the future, we will be charged for the two signs to be relocated. It's been an adventure.

Christmas tree collection is going on through the month. The site is at Deerfield Regional Park near the Veterans Memorial.

We've established pay ranges for the pool for 2021 that adjust for the state minimum wage requirement. The Kick-off meeting for the new Civic Rec software changeover is today. Youth basketball is going to move forward in the schools. Austin and Rec staff is working on plans and will work with other local communities to schedule. A web meeting with school staff is scheduled for this Friday. Parks staff will be meeting soon to review operational routines for Rifle Mountain Park this summer.