



ERBM Recreation & Park District
Amended and Restated Service Plan
Meeker, Colorado



Prepared By:

ERBM Recreation & Park District
Board of Directors

Approved by Board of Directors: May 17, 2016

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TABLE OF AUTHORITY

The following sections of the Colorado Revised Statutes are cited throughout this Amended and Restated Service Plan. These statutes, among others, govern the operations of the District and the Board of Directors.

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| C.R.S. § 24-6-401 <i>et seq.</i> | Colorado Sunshine Law (Governing Open Meetings) |
| C.R.S. § 24-18-101 <i>et seq.</i> | Standards of Conduct and Fiduciary Duty |
| C.R.S. § 24-72-201 <i>et seq.</i> | Requirements for Executive Session |
| C.R.S. § 29-1-201 <i>et seq.</i> | Governing Intergovernmental Relationships |
| C.R.S. § 31-1-902(3) | Governing Conflict of Interest Disclosure |
| C.R.S. § 32-1-101 <i>et seq.</i> | The Special District Act |
| C.R.S. § 32-1-103(14) | Setting Forth the Definition of “Park and Recreation District” |
| C.R.S. § 32-1-307 | Regarding 40 Acre Agricultural Tracts |
| C.R.S. § 32-1-401 <i>et seq.</i> | Governing the Inclusion of Territory |
| C.R.S. § 32-1-501 <i>et seq.</i> | Governing the Exclusion of Territory |
| C.R.S. § 32-1-809 | Requiring a Special District Transparency Notice |
| C.R.S. § 32-1-903 | Requiring Notice of Public Board Meetings |
| C.R.S. § 32-1-1001 | Granting General Powers to Special Districts |
| C.R.S. § 32-1-1005 | Granting Specific Powers to Park and Recreation Districts |

I. INTRODUCTION

The Eastern Rio Blanco Metropolitan Recreation and Park District ("**District**") is a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-1-101, *et seq.* ("**Special District Act**"). The District's jurisdiction covers an approximately 2,000 square mile area within the eastern half of Rio Blanco County ("**County**"), and includes approximately 2,500 residents.

The District was organized under the Special District Act as a park and recreation special district on September 25, 1981. As part of the organizational process, the County's Board of County Commissioners ("**BOCC**") approved a Service Plan for the District, which identified the anticipated scope and nature of the Park and Recreation Services (defined below) to be provided by the District. The community the District serves, and the Park and Recreation Services needs of the community, have changed dramatically over the last 35 years. This Amended and Restated Service Plan has been developed in accordance with the requirements of the Special District Act, and replaces and supersedes the Service Plan approved by the BOCC at the time the District was organized.

II. MISSION STATEMENT AND CORE VALUES

The District's current mission statement ("**Mission Statement**"), which was developed and approved by the District's Board of Directors ("**Board**"), is as follows: "The ERBM Recreation & Park District creates year-round recreational, cultural and outdoor experiences that improve well-being and promote a vibrant community for the residents, visitors and future generations of Eastern Rio Blanco County". The District's core values include open communication; operational excellence; quality experiences;

respect; service; stewardship; and trust (collectively, “**Core Values**”). The District may at a future time add to, modify, or repeal its Mission Statement and/or Core Values if the Board finds it to be in the best interest of the District and the community.

III. DESCRIPTION OF THE DISTRICT AND PARK AND RECREATION SERVICES TO BE PROVIDED

The District constitutes a "Park and Recreation District" as defined in § 32-1-103(14) of the Colorado Revised Statutes ("**C.R.S.**"). The District has all of the powers granted Colorado special districts under the Special District Act, including, but not limited to, the common powers delineated in C.R.S. § 32-1-1001 and the additional powers granted park and recreation districts under C.R.S. § 32-1-1005. All statutory references in this Amended and Restated Service Plan include any subsequent amendments or re-enactments of the applicable statutes.

Consistent with and in the full exercise of the general and specific powers and authority granted under the Special District Act (including all inherent/implicit powers and authority), the District's services include or will include, but not be limited to, the provision of park and recreation programs and services as defined in the Special District Act or otherwise provided or permitted under Colorado law (collectively, “**Park and Recreation Services**”). In accordance with C.R.S. § 32-1-1005(2), the District will not construct, own, or operate a bowling alley, roller skating rink, golf course on which the game is played on an artificial surface, or an amusement park that has water recreation as its central theme, without prior approval of the BOCC; however, as permitted by C.R.S. § 32-1-1005(2), this Amended and Restated Service Plan gives the District the authority, but not the obligation, to construct, own, or operate batting cages, if at a future

time the Board determines this is an amenity that the community wants, and it is economically feasible for the District to provide this amenity.

The District strives to provide Park and Recreation Services to all segments of the population, including, but not limited to, sports and athletics, indoor/outdoor social events, physical fitness programs, cultural programming, outdoor education and experiences, and activities and services for all age groups. The District also strives to identify and meet the recreational and fitness needs of qualified individuals with disabilities in accordance with the federal Americans with Disabilities Act (ADA) and related State laws.

Park and Recreation Services available to the general public include or may include, among other activities, a multi-use recreational center; organized team sports; sports tournaments; karate; dance; exercise and aerobics classes; kickboxing; yoga; aquatic facilities, programming, and activities; social gatherings and meetings; cultural enrichment activities and opportunities; archery range; community playground(s); parks and trails; community garden(s); and, facility rentals. The District also engages in or may engage in the preservation or conservation of sites, scenes, open space, or vistas of recreational, scientific, historic, aesthetic, or other public interest, as specifically provided by C.R.S. § 32-1-1005(1)(b).

If a community need is indicated, the District may provide sports clinics, before and after school programs, day camps or other programs designed for teens, and other services consistent with community need, the District's Mission Statement and Core Values, and as authorized under the Special District Act and the Colorado Revised Statutes. The District Board and Staff will evaluate and program for indoor and outdoor

Park and Recreation Services that address the community's needs.

Consistent with its organizational purpose of providing high quality, affordable Park and Recreation Services to the community, the District Board and Staff will evaluate which Park and Recreation Services can/should be provided free of charge, and which Park and Recreation Services should be supported through user fees necessary and appropriate for cost recovery goals established by the Board. When appropriate, and in accordance with applicable law, the District may establish different user fees for nonresidents, who do not pay taxes to support the District's Park and Recreation Services.

IV. ADMINISTRATION AND OPERATIONS

1. Board of Directors

In accordance with the Special District Act, the District is governed by a Board of Directors, which is comprised of five eligible electors from within the District's jurisdiction who are elected at large. The Directors cannot be employees of the District. The Board is solely responsible for the general management, control, and supervision of all of the District's business and affairs, including but not limited to, and as applicable, developing and adopting the District's personnel policies, and hiring and supervising an Executive Director.

Directors serve four year terms. In May 2002, the District's eligible electors affirmatively voted to eliminate Director term limits and, as a result, the Directors may serve for any number of consecutive terms.

The District Board shall comply fully with all federal, state, and local laws, ordinances, and regulations governing the transparency and conduct of the Board.

Such laws include, but are not limited to, the Colorado Sunshine Law (Open Meetings), C.R.S. § 24-6-401, *et seq.*; 72-hour posted notice of public meetings, C.R.S. § 32-1-903; standards for executive session, C.R.S. § 24-6-402(4); Colorado Public (Open) Records Act, C.R.S. § 24-72-201, *et seq.*; special district transparency notice, C.R.S. § 32-1-809; conflict of interest disclosure, C.R.S. §§ 31-1-902(3), 18-8-308; and standards of conduct and fiduciary duty, C.R.S. § 24-18-101, *et seq.*

2. Personnel

The District currently employs approximately 52 individuals - 26 full-time employees and 26 part-time employees. A current Organizational Chart detailing the District's personnel structure is attached as **Exhibit A**. The District may at any time add to, modify, or eliminate its current personnel and staffing program as the Board deems necessary and appropriate for the provision of Park and Recreation Services and in the best interests of the District and the community it serves.

V. **THE DISTRICT'S BOUNDARIES**

1. Boundaries and Map

The District's boundaries currently encompass approximately 2,000 square miles, all of which is situated in the eastern half of Rio Blanco County. A map of the District's jurisdictional boundaries is attached as **Exhibit B**.

2. 40 Acre Agricultural Tracts

In accordance with C.R.S. §32-1-307, at the time the District was organized, tracts of land that were forty acres or more, and that were used primarily and zoned for agriculture uses, and all personal property located on such tracts, were excluded from the District's boundaries. If at any time the use or zoning of such a tract is changed to

any other use or zoning designation, the tract shall automatically be subject to all obligations, liens, or charges of the District, effective January 1 of the year following the change in use or zoning, and the District will have the right to petition the Rio Blanco County District Court for an order including the tract into the District's jurisdiction.

3. Inclusions and Exclusions

The District has all powers of inclusion and exclusion granted Colorado special districts under common law and the Special District Act, including the power to include real property located outside its jurisdiction under the circumstances, and in accordance with the procedures, set forth in Part 4 of the Special District Act, and the power to exclude real property located within its jurisdiction under the circumstances, and in accordance with the procedures, set forth in Part 5 of the Special District Act.

4. Eminent Domain

The District has the powers of eminent domain granted pursuant to C.R.S. § 32-1-1005(1)(c) to take any property necessary to the exercise of the powers granted, both within and without the District, only for the purposes of television relay and translator facilities, and, within the boundaries of the District, only for the purpose of easements and rights-of-way for access to park and recreational facilities operated by the District and only where no other access to such facilities exists or can be acquired by other means.

VI. POPULATION PROJECTION AND ASSESSED VALUATION

The area within the District's jurisdiction and boundaries has a population of approximately 2,500 residents. The records of the Rio Blanco County Assessor show

that in 2015, the assessed valuation for all taxable property within the District's jurisdiction and boundaries was \$750,018,710.

VII. FINANCIAL ACTIVITIES

For the fiscal year ending December 31, 2015 ("**FY 2015**"), the District generated revenue totaling \$4,197,100, of which approximately \$3,971,100 was derived from property taxes. The District's total expenditures for FY 2015 were \$4,526,000. At the end of FY 2015, the District's unassigned General Fund balance was \$9,025,767, or 199.42% of total General Fund expenditures.

At a regular election held on November 1, 2005, and certified on November 4, 2005, the District received voter authorization to increase the property tax the District assess by an additional 2.50 mills, resulting in a total voter-authorized mill levy of 5.699. For the purposes of meeting all general operating expenses during the 2016 budget year, in 2015 the District levied a tax of 5.699 mills upon each dollar of the total valuation for assessment of all taxable property within its jurisdiction.

The District's most recently approved budget is attached as **Exhibit C**.

VIII. DESCRIPTION OF DISTRICT FACILITIES

1. Real Property

The District maintains an ownership interest in the following real property:

- Meeker Recreation Center, 101 Ute Rd., Meeker, CO 81641;
- Paintbrush Park, 101 Ute Rd., Meeker, CO 81641; and,
- Phillip & Dorcas Jensen Memorial Park, 1091 Sanderson Drive, Meeker, CO 81641

The District maintains a leasehold interest in the following real property:

- 6th Street Park, 711 6th Street, Meeker, CO 81641;
- Circle Park, 1 South 5th Street, Meeker, CO 81641;
- Town Park, 20 South 4th Street, Meeker, CO 81641;
- Sanderson Hills Park, 1091 Sanderson Drive, Meeker, CO 81641;
- Sage Hills Park, 1315 Sage Ridge Rd., Meeker, CO 81641;
- 11th Street Park;
- 12th Street Park, 1106 Pinyon Street, Meeker, CO 81641; and,
- 555 Garfield Street, Meeker, CO 81641.

The District will not acquire any real property incident to approval of this Amended and Restated Service Plan. Pursuant to C.R.S. §§ 32-1-1001 & -1002, the Board has the power and authority to acquire real property in the future as it deems necessary and appropriate for the provision of Park and Recreation Services and in the best interests of the District and the community.

2. Facilities to be Constructed/Engineering and Architectural Surveys

The District will not construct facilities or other improvements incident to approval of this Amended and Restated Service Plan. Pursuant to C.R.S. §§ 32-1-1001, the Board has the power and authority to construct facilities in the future as it deems necessary and appropriate for the provision of Park and Recreation Services and in the best interests of the District and the community. Because the District will not construct facilities or other improvements incident to approval of this Amended and Restated Service Plan, engineering and architectural surveys are not required as part of this Amended and Restated Service Plan.

IX. ARRANGEMENTS WITH OTHER POLITICAL SUBDIVISIONS

The District is a party to the following agreements with other political subdivisions: (i) 1990 Property Joint Use Agreement with the Meeker Sanitation District (attached as **Exhibit D**); (ii) 2009 Easement Agreement with the Meeker School District Re-1 (attached as **Exhibit E**); (iii) 2012 Lease Agreement with the Town of Meeker, including a First Amendment to the same (attached as **Exhibit F**); (iv) 2012 Right of Way Agreement with the USDI Bureau of Land Management, White River Field Office (attached as **Exhibit G**); (v) 2012 Memorandum of Understanding with the USDI Bureau of Land Management, White River Field Office (attached as **Exhibit H**); (vi) 2014 Lease Agreement with the Meeker School District Re-1 (attached as **Exhibit I**); and, (vii) 2016 Memorandum of Understanding with Rio Blanco County concerning equipment sharing (attached as **Exhibit J**).

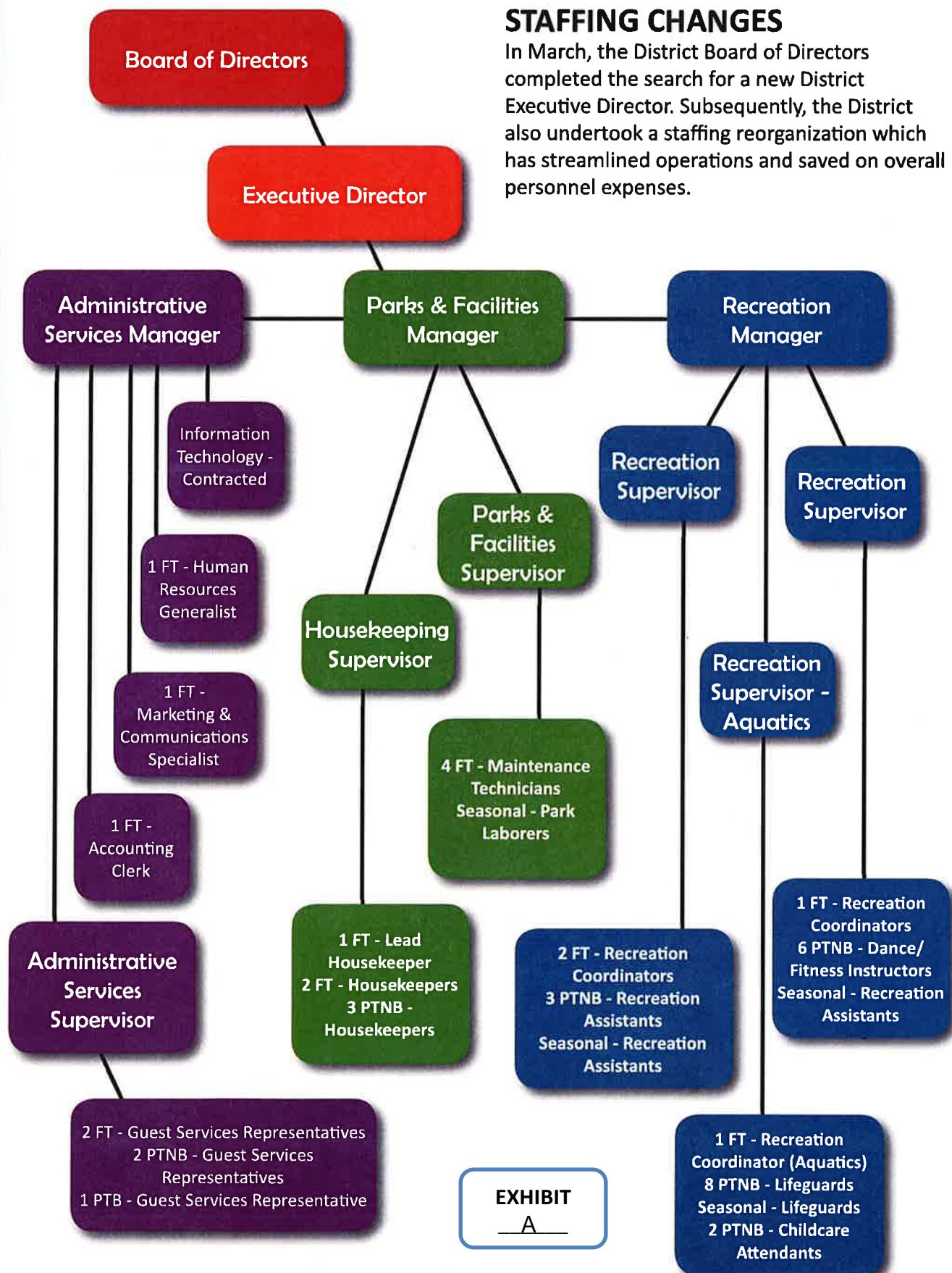
Pursuant to C.R.S. § 29-1-201 *et seq.*, the District has the power and authority to enter into additional intergovernmental relationships in the future as it deems necessary and appropriate for the provision of Park and Recreation Services and in the best interests of the District and the community.

X. SECTION 203 CRITERIA

Persons proposing the *organization* of a special district must include in a proposed service plan information satisfactory to establish that each of the criteria set forth in C.R.S. § 32-1-203(2) and (2.5), if applicable, is met ("**Section 203 Criteria**"). In general, the Section 203 Criteria are concerned with the organization of the special district, its proposed services, and the need for such proposed services. Because the District has operated as a special district since September 25, 1981, and its original

Service Plan was approved by the BOCC at the time of its organization, the District believes that the Section 203 Criteria do not apply to this Amended and Restated Service Plan. To the extent Section 203 Criteria is deemed relevant, the District previously satisfied each of the Section 203 Criteria at the time of its organization, when the BOCC approved its original Service Plan. The District stands ready to submit any additional information the BOCC may require if it deems the Section 203 Criteria relevant.

ORGANIZATIONAL CHART



FT=Full Time | PT=Part Time | B=Benefited | NB=Non Benefited

2016 EBRM Recreation & Park District
District Boundary Map
LGID: 52003

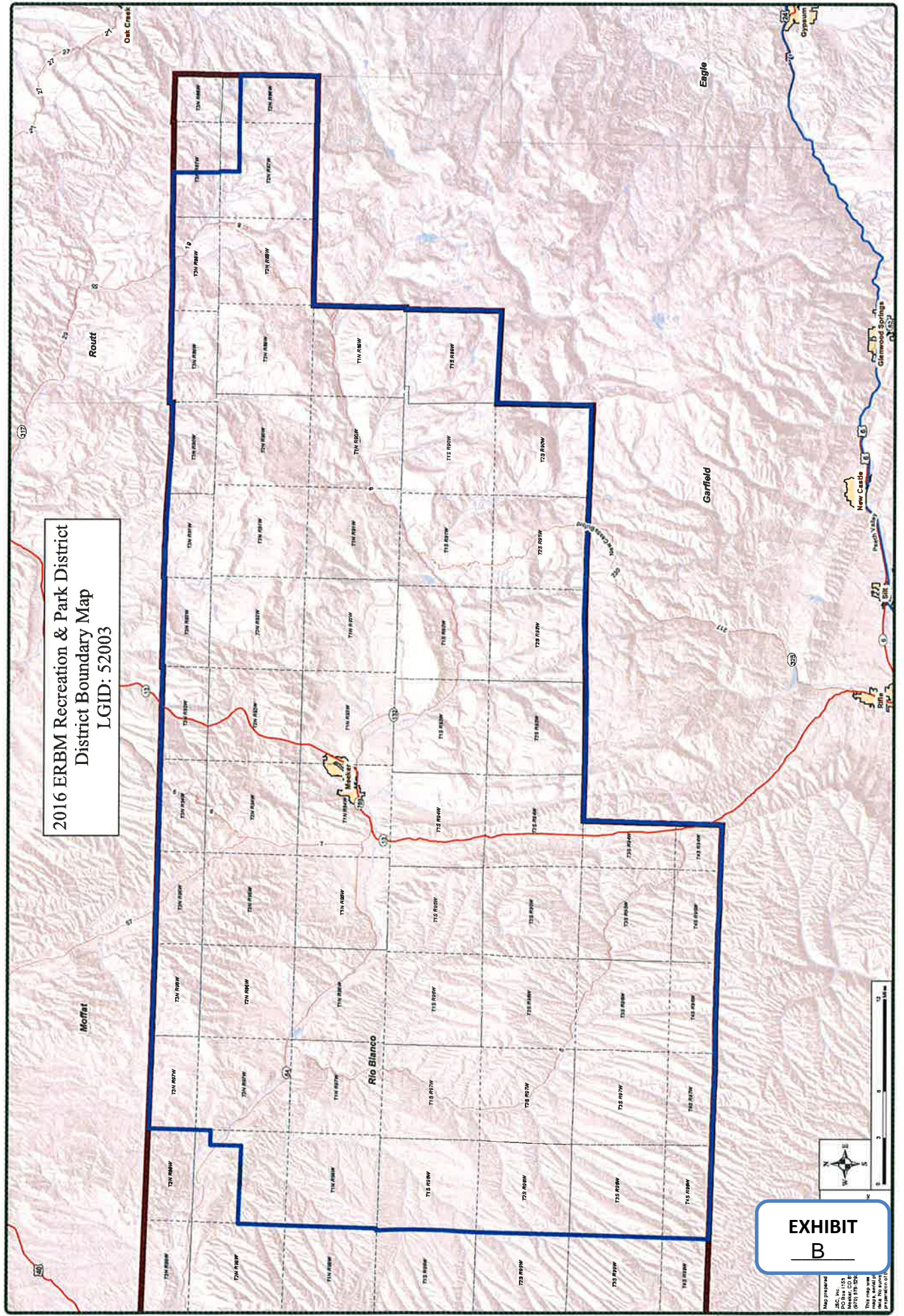


EXHIBIT
B

Map prepared by:
ABC Inc.
PO Box 113
Grandwood Springs, CO 80130
870.575.2542
This map was
made available
for public use
on 10/10/2016



Adopted Budget 2016

Board of Directors:

Zach Clatterbaugh, President
Kent Walter, Vice President
Kris Arcolesse, Secretary
Travis Mobley, Treasurer
Drew Varland, Director

December 11, 2015

Prepared for the Board by:
Sean VonRoenn, Executive Director

2016 BUDGET MESSAGE



OPERATING FUND:

The Eastern Rio Blanco Metropolitan Recreation & Park District's operating budget for 2016 is \$5,589,750. The District is funded primarily by revenues from property taxes with approximately 4% generated through registration fees and membership sales. The budgetary basis of accounting is a modified accrual system, under which revenues are recognized when they become measurable and available and expenditures are generally recognized when the related fund liability is incurred.

Administration: The District's ongoing primary focus will be the management and maintenance of the Meeker Recreation Center, multiple parks, playgrounds, sports fields, and trail systems. A top priority for 2016 will be the implementation of a newly adopted strategic action plan which identifies numerous operational and resource allocation priorities for all District Departments.

Recreation: The District offers a wide range of programs and community-oriented activities. In 2016, staff will focus their efforts on providing high quality, cost efficient programming opportunities to target populations including youth and active adults. As the centerpiece of the Meeker Recreation Center, the natatorium will continue to be a primary focus of the District. This is reflected in the 2016 budget with a significant allocation of resources to staffing, training, improvements and programming.

Parks & Facilities: In order to provide a safe and inviting environment to our community members and visitors, the District will continue to oversee housekeeping and maintenance services at various park and facility properties. Implementation of an automated work order management system, infrastructure and asset management auditing and controls and the remodel of the signature Town Park location (including enhanced activity pavilion, play structure, river access, connectivity and parking) will be high priorities in 2016.

Administrative Services: Guest Services, Marketing, Finance and Human Resources are reflected in the Administrative Services budget. Each division provides key support services in all areas of District operations. A key administrative services capital priority will be the implementation of a new fiber internet infrastructure recently installed throughout the community and the many technological advances that will become available over the course of the next year.

Capital Improvements: The 2016 CIP budget reflects emphasis on maintaining, repairing, replacing, and upgrading various district facilities. Significant capital outlay will be committed to the Town Park renovation/remodel project, maintenance building expansion purchase and design and information technology improvements; as well as several other equipment and amenity related enhancements.

Adopted December 11, 2015
2016 Budget Document

2014-2016 BUDGET INFORMATION
GENERAL FUND

ERBM RECREATION AND PARK DISTRICT

| Category | FY 2014 | FY 2015 | FY 2016 |
|--|----------------------|--------------------|--------------------|
| Projected Beginning Fund Balance | \$7,755,920 | \$9,354,667 | \$9,025,767 |
| Personnel | | | |
| Exempt , Full Time, Part Time, Seasonal | \$1,603,000 | \$1,831,000 | \$1,781,000 |
| Health/Other Employee Benefits | \$300,000 | \$414,000 | \$410,000 |
| PERA Employer Match | \$240,000 | \$256,000 | \$249,000 |
| Taxes, Workers Compensation, Other | \$83,500 | \$105,000 | \$94,000 |
| Total | \$2,226,500 | \$2,606,000 | \$2,534,000 |
| Operations | | | |
| Utilities , Rents, Related Services | \$260,000 | \$220,000 | \$222,000 |
| Contracted Services | \$218,000 | \$240,000 | \$267,000 |
| Total | \$478,000 | \$460,000 | \$489,000 |
| Supplies | | | |
| All Departments Total | \$227,000 | \$240,000 | \$208,500 |
| Equipment & Furniture | | | |
| All Departments Total | \$87,000 | \$26,000 | \$39,000 |
| Board of Directors | | | |
| Meeting Supplies & Election Expenses | \$12,000 | \$2,000 | \$15,000 |
| Donations/Partnerships | \$420,000 | \$430,000 | \$30,000 |
| Total | \$432,000 | \$432,000 | \$45,000 |
| Employee/Board Travel Per Diem | \$35,000 | \$20,000 | \$25,000 |
| Fees, Memberships, Dues | | | |
| All Departments Total | \$50,000 | \$40,000 | \$55,000 |
| Special/Misc | | | |
| Marketing/Advertising | \$40,000 | \$35,000 | \$55,000 |
| Vending/Pro Shop Expenses | \$16,000 | \$15,000 | \$17,000 |
| Incentives & Promotions | \$8,000 | \$10,000 | \$13,000 |
| Property & Liability Insurance | \$74,000 | \$60,000 | \$70,000 |
| Uniforms | \$7,000 | \$3,000 | \$11,500 |
| Total | \$145,000 | \$123,000 | \$166,500 |
| Capital Improvements | | | |
| Administration | \$2,000,000 | \$180,000 | \$1,540,000 |
| Operations- Projects & Equipment | \$409,000 | \$319,000 | \$274,000 |
| Total | \$2,409,000 | \$499,000 | \$1,814,000 |
| Tax Receipts Obligations | | | |
| RBC Treasurer Fee (5%) Total | \$215,500 | \$80,000 | \$213,750 |
| Total All Expenses | \$6,305,000 | \$4,526,000 | \$5,589,750 |
| +/- Audit Adjustments | (\$3,249,788) | N/A | N/A |
| Total Audited Expenses | \$3,055,212 | | |
| Tabor Emergency Funds | \$182,100 | \$136,000 | \$168,000 |
| REVENUE | | | |
| District Taxes General Fund | \$4,310,000 | \$1,600,000 | \$4,274,000 |
| Fee Generated- Activities, Memberships | \$206,500 | \$195,000 | \$185,000 |
| Other Income- Other Taxes, Product Sales | \$21,600 | \$2,371,100 | \$121,000 |
| CTF- Restricted | \$17,000 | \$15,000 | \$16,000 |
| Interest- All Accounts | \$20,000 | \$16,000 | \$20,000 |
| Total All Revenues | \$4,575,100 | \$4,197,100 | \$4,616,000 |
| +/- Audit Adjustments | \$78,859 | N/A | N/A |
| Total Audited Revenues | \$4,653,959 | | |
| Ending Fund Balance | \$9,354,667 | \$9,025,767 | \$8,052,017 |

**RESOLUTION 2015-03
OF THE EASTERN RIO BLANCO
METROPOLITAN RECREATION & PARK DISTRICT,
MEEKER, COLORADO**



RESOLUTION TO ADOPT THE 2016 BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2016, AND ENDING ON THE LAST DAY OF DECEMBER 2016.

WHEREAS, THE BOARD OF DIRECTORS OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT HAS APPOINTED SEAN VONROENN, EXECUTIVE DIRECTOR, TO PREPARE AND SUBMIT A PROPOSED BUDGET TO SAID GOVERNING BODY AT THE PROPER TIME, AND;

WHEREAS, SEAN VONROENN, EXECUTIVE DIRECTOR, HAS SUBMITTED A PROPOSED BUDGET TO THIS GOVERNING BODY ON OCTOBER 6, 2015, FOR ITS CONSIDERATION, AND;

WHEREAS, UPON DUE AND PROPER NOTICE, PUBLISHED OR POSTED IN ACCORDANCE WITH THE LAW, SAID PROPOSED BUDGET WAS OPEN FOR INSPECTION BY THE PUBLIC AT A DESIGNATED PLACE; A PUBLIC HEARING WAS HELD ON OCTOBER 6, 2015; AND INTERESTED TAXPAYERS WERE GIVEN THE OPPORTUNITY TO FILE OR REGISTER ANY OBJECTIONS TO SAID PROPOSED BUDGET, AND;

WHEREAS, WHATEVER INCREASES MAY HAVE BEEN MADE IN THE EXPENDITURES, LIKE INCREASES WERE ADDED TO THE REVENUES SO THAT THE BUDGET REMAINS IN BALANCE, AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO:
SECTION 1: ESTIMATED EXPENDITURES FOR EACH FUND ARE AS FOLLOWS:

| | |
|--------------------------------|--------------|
| GENERAL FUND: | \$ 5,589,570 |
| ESTIMATED ENDING FUND BALANCE: | \$ 8,053,017 |

SECTION 2: ESTIMATED REVENUES FOR EACH FUND ARE AS FOLLOWS:

| | |
|-----------------------------------|--------------|
| GENERAL FUND: | |
| ESTIMATED BEGINNING FUND BALANCE: | \$ 9,025,767 |
| SOURCES OTHER THAN PROPERTY TAX: | \$ 342,000 |
| PROPERTY TAX LEVY: | \$ 4,274,000 |

SECTION 3: THAT THE BUDGET SUBMITTED, AMENDED, AND HEREIN ABOVE SUMMARIZED BY FUND, IS HEREBY APPROVED AND ADOPTED AS THE BUDGET OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT FOR THE YEAR STATED ABOVE.

SECTION 4: THAT THE CHAIR OF THE BOARD SHALL SIGN THE BUDGET HEREBY APPROVED AND ADOPTED AND IT SHALL BE MADE PART OF THE PUBLIC RECORDS OF THE DISTRICT.

**ADOPTED, THIS 11th DAY OF DECEMBER 2015
EASTERN RIO BLANCO METROPOLITAN
RECREATION AND PARK DISTRICT**


**ZACH CLATTERBAUGH
PRESIDENT, BOARD OF DIRECTORS**


**KRIS ARCOLESSE
SECRETARY**

**RESOLUTION 2015-04
OF THE EASTERN RIO BLANCO
METROPOLITAN RECREATION & PARK DISTRICT,
MEEKER, COLORADO**



RESOLUTION TO SET MILL LEVIES

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2016, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO, FOR THE BUDGET YEAR OF 2016.

WHEREAS, THE BOARD OF DIRECTORS OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT HAS ADOPTED THE ANNUAL BUDGET IN ACCORDANCE WITH THE LOCAL GOVERNMENT BUDGET LAW, ON DECEMBER 11, 2015, AND;

WHEREAS, THE AMOUNT OF MONEY NECESSARY TO BALANCE THE BUDGET FOR GENERAL OPERATION EXPENSES IS \$5,589,750 AND;

WHEREAS, THE 2015 VALUATION FOR ASSESSMENT FOR THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT AS CERTIFIED BY THE COUNTY ASSESSOR IS \$750,018,710

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO:

SECTION 1: THE PURPOSE OF MEETING ALL GENERAL OPERATING AND CAPITAL EXPENSES OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT DURING THE 2016 BUDGET YEAR, THERE IS LEVIED A MILL LEVY RATE TAX OF 5.699 MILLS UPON EACH DOLLAR TO THE TOTAL VALUATION FOR ASSESSMENT OF ALL TAXABLE PROPERTY WITHIN THE DISTRICT FOR THE YEAR OF 2015.

SECTION 2: THE CHAIRMAN OF THE BOARD IS HEREBY AUTHORIZED AND DIRECTED TO IMMEDIATELY CERTIFY TO THE COUNTY COMMISSIONERS OF RIO BLANCO COUNTY, COLORADO, THE MILL LEVIES FOR THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT AS HEREIN ABOVE DETERMINED AND SET.

**ADOPTED, THIS 11TH DAY OF DECEMBER 2015
EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT**


**ZACH CLATTERBAUGH
PRESIDENT, BOARD OF DIRECTORS**


**KRIS ARCOLESSE
SECRETARY**

**RESOLUTION 2015-05
OF THE EASTERN RIO BLANCO
METROPOLITAN RECREATION & PARK DISTRICT,
MEEKER, COLORADO**



**RESOLUTION TO APPROPRIATE SUMS OF
MONEY**

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO, FOR 2016.

WHEREAS, THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT HAS ADOPTED THE ANNUAL BUDGET IN ACCORDANCE WITH THE LOCAL GOVERNMENT BUDGET LAW, ON DECEMBER 11, 2015, AND;

WHEREAS, THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT HAS MADE PROVISION THEREIN FOR REVENUES IN AN AMOUNT EQUAL TO OR GREATER THAN THE TOTAL PROPOSED EXPENDITURES AS SET FORTH IN SAID BUDGET, AND;

WHEREAS, IT IS NOT ONLY REQUIRED BY LAW, BUT ALSO NECESSARY TO APPROPRIATE THE REVENUES PROVIDED IN THE BUDGET TO AND FOR THE PURPOSES DESCRIBED BELOW, SO AS NOT TO IMPAIR THE OPERATION OF THE DISTRICT.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, MEEKER, COLORADO, THAT THE FOLLOWING SUMS ARE HEREBY APPROPRIATED FROM THE REVENUE OF THE DISTRICT TO EACH FUND FOR PURPOSES STATED:

GENERAL FUND ESTIMATED EXPENSES:

| | |
|--------------------------------|--------------------|
| COMPENSATION & BENEFIT EXPENSE | \$ 2,534,000 |
| OPERATIONS | \$ 489,000 |
| SUPPLIES | \$ 208,500 |
| EQUIPMENT & FURNITURE | \$ 39,000 |
| BOARD OF DIRECTORS | \$ 45,000 |
| EMPLOYEE/BOARD TRAVEL | \$ 25,000 |
| FEES, MEMBERSHIPS & DUES | \$ 55,000 |
| ADDITIONAL SERVICES & MISC | \$ 166,500 |
| CAPITAL IMPROVEMENTS | \$1,814,000 |
| TAX RECEIPTS OBLIGATIONS | \$ 213,750 |
| TOTAL GENERAL FUND | \$5,589,750 |

**ADOPTED, THIS 11TH DAY OF DECEMBER 2015
EASTERN RIO BLANCO METROPOLITAN
RECREATION AND PARK DISTRICT**

**ZACH CLATTERBAUGH
PRESIDENT, BOARD OF DIRECTORS**

KRIS ARCOLESSE, SECRETARY

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Rio Blanco County, Colorado.On behalf of the Eastern Rio Blanco Metropolitan Recreation & Park District,(taxing entity)^Athe Board of Directors(governing body)^Bof the Eastern Rio Blanco Metropolitan Recreation & Park District(local government)^C

Hereby officially certifies the following mills

to be levied against the taxing entity's GROSS \$ 750,018,710

assessed valuation of:

(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation

(AV) different than the GROSS AV due to a Tax

Increment Financing (TIF) Area^F the tax levies must be \$ 750,018,710

calculated using the NET AV. The taxing entity's total

property tax revenue will be derived from the mill levy

multiplied against the NET assessed valuation of:

(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted:

12/11/2015

for budget/fiscal year

2016

(not later than Dec. 15)

(mm/dd/yyyy)

(yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**1. General Operating Expenses^H5.699

mills

\$ 4,274,357.002. <Minus> Temporary General Property Tax
Credit/ Temporary Mill Levy Rate Reduction^I

<

> mills

\$

SUBTOTAL FOR GENERAL OPERATING:5.699

mills

\$ 4,274,357.003. General Obligation Bonds and Interest^J

mills

\$

4. Contractual Obligations^K

mills

\$

5. Capital Expenditures^L

mills

\$

6. Refunds/Abatements^M

mills

\$

7. Other^N (specify):

mills

\$

mills

\$

TOTAL: [Sum of General Operating
Subtotal and Lines 3 to 7]5.699

mills

\$ 4,274,357.00

Contact person:

(print)

Sean VonRoshn

Daytime

phone:

(970) 878 3403 Ext 408

Signed:



Title:

Executive Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

AGREEMENT

THIS AGREEMENT made and entered into this 13th day of July, 1990, by and between the Board of Directors of the Eastern Rio Blanco Recreation and Park District, hereinafter called "REC District", and the Board of Directors of the Meeker Sanitation District, hereinafter called "Sanitation District".

WHEREAS, the parties desire to enter into an intergovernmental agreement pursuant to the provisions of C.R.S. 29-1-201, et. seq. for the purpose of jointly constructing and owning a garage, warehouse, and storage building to be located on the REC District's property north of the Rio Blanco County Fairgrounds;

THEREFORE, in consideration of the premises, the parties agree as follows to-wit:

1) The parties have jointly requested bids to construct a metal garage, storage and warehouse building and have accepted a bid proposal to construct said building in the amount of NINETY FIVE THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$95,676.00). The cost of said building shall be divided between the parties as follows:

A. REC District \$44,521.00

B. Sanitation District \$51,155.00

2) Payment for the building shall be made as provided in the contract with the builder and prorated between the parties as set forth above.

3) The parties agree that the building shall be jointly owned and shall be located on property owned by the REC District as shown and described on Exhibit "A" attached hereto and incorporated herein by reference.

4) The REC District shall be responsible for providing the water tap and for payment of water utility

costs for the entire building, provided, however, that in the event of the use of an unusual amount of water by the Sanitation District, the REC District shall be reimbursed by the Sanitation District for such unusual costs.

5) The Sanitation District shall provide the sewer tap and shall be responsible for the monthly service charges for the entire building.

6) The building shall be divided for use by the parties as shown on Exhibit "B" attached hereto and incorporated herein by reference. Each party shall have the responsibility for the routine care and maintenance of their respective portion of the interior of the building. Other than as provided herein, both entities shall share equally in the cost of maintenance of the building, provided, however, that in the event damages are caused to a portion of the building by negligence of one of the parties, said party shall be responsible for the repairs.

7) In the event of a dispute between the parties with regard to the necessity of maintenance to be performed on the building, the parties shall negotiate in good faith to attempt to resolve their differences. In the event the parties are unable to resolve their differences, the position of the REC District shall be controlling.

8) The parties agree that restroom facilities shall be located in the REC District portion of the building. Sanitation District employees shall have free access and use of said restroom facilities.

9) Both parties shall be provided with keys to provide access to the other party's portion of the building to allow use of the restroom facilities and for use in the event of an emergency.

10) Gas, electricity and utilities other than as provided herein, shall be separately metered for each party's portion of the building and each party shall be separately responsible for utility charges attributed to its portion of the building.

11) Both parties shall have equal use of the common areas as shown on Exhibit "B". It is understood, however, that both parties shall, to the best of their ability, keep the area in front of the other party's portion of the building free from obstructions.

12) The parties shall obtain fire and extended coverage on the building. In the event that it appears most economical for the insurance to be purchased by one of the parties, the other party shall be named as an insured on the policy or on a rider attached to the policy, and said other party shall reimburse the insuring party for its prorata share of the cost of said insurance.

13) Either party may terminate this agreement by giving the other party notice on or before the 31st day of August of any year during the term of this agreement. The agreement shall then terminate on December 31st of the year following the year in which notice of termination is given. The purpose of this notice provision is to allow the parties a complete budget year within which to make alternate arrangements for the storage of equipment or purchase of the other party's interest in said building.

14) (A) In the event of termination of this agreement by the REC District, as provided above, the building shall be appraised and the REC District shall purchase the interest of the Sanitation District based upon the building's appraised value or the Sanitation District's share of the cost of construction of the building, whichever cost is higher. Payment for said building shall be made to the Sanitation District at the first regular meeting of the Board of Directors of the REC District immediately following the vacation of the building and premises by the Sanitation District and delivery by the Sanitation District of a bill of sale in the usual form, for its interest in said building to the REC District.

(B) In the event of termination of this agreement by the Sanitation District, the REC District shall

purchase the interest of the Sanitation District at a price to be determined as provided in paragraph 14(A) above, in which event, the REC District at its option, may pay the purchase price for said building in five (5) equal annual installments including interest at the rate of eight percent (8%) per annum. Provided however, that in the event notice of termination of this agreement is given within the first five years of the date of this agreement, payment shall be made in two (2) equal annual installments including interest at the rate of eight percent (8%) per annum.

(C) In the event of dissolution of the REC District, the Sanitation District shall have the first right to purchase the building and the property as shown on Exhibit "A" attached hereto, at its appraised value less the value of the interest of the Sanitation District. Payment to be made within one year from the date of dissolution of the REC District.

(D) The provisions of this paragraph shall not be construed to prevent the parties from negotiating other alternatives for resolving ownership of the building in the event of termination by either party.

15) Both parties agree to hold the other party free and harmless from any liability arising from or out of the use of said building by said party.

16) This agreement shall not be assignable by either party without the written consent of the other party.

17) This agreement shall be binding upon the parties, their successors and assigns.

BOARD OF DIRECTORS
EASTERN RIO BLANCO
METROPOLITAN RECREATION
AND PARK DISTRICT

By: Billy S. Howard
BILLY S. HOWARD

Attest:

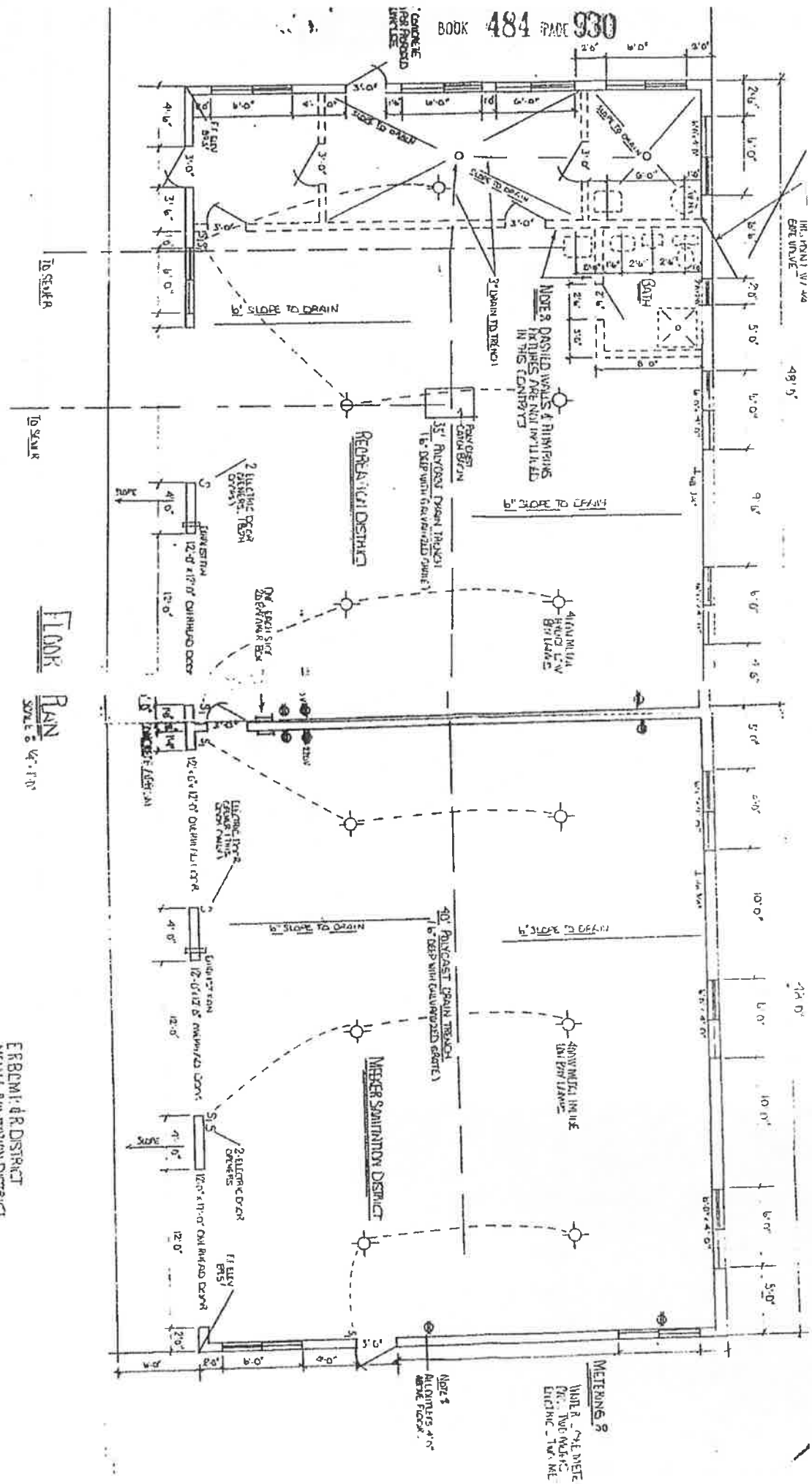
Yvonne H. Reigle
YVONNE REIGLE

BOARD OF DIRECTORS
MEEKER SANITATION
DISTRICT

By: Harry A. Crawford
HARRY A. CRAWFORD
Chairman

Attest:

Richard R. Welle
RICHARD R. WELLE
Acting Secretary



ERBENHARD DISTRICT
MEHAR SANITATION DISTRICT
SHOP FACILITY, MEHAR, DEDICATED
412700 11/11/10 412710

MEETING 2
WALL - 4" ME
DO - TWO 4" ME
ENCLOSURE - TWO ME

NOTE 1
ALUMINUM 4" ME
FLOOR

EASEMENT AGREEMENT
(Nonexclusive Twenty-Foot (20') Sanitary Sewer Easement)

THIS EASEMENT AGREEMENT, is made and entered into this 27th day of May, 2009 by and between the EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT, hereinafter called "Grantor," and the MEEKER SCHOOL DISTRICT, RE-1, hereinafter called "District".

WHEREAS, the mutual promises, covenants and obligations contained in this Easement Agreement are authorized by Colorado law, including C.R.S. 29-1-201, et. seq.;

THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the District, the receipt of which is hereby acknowledged, the Grantor hereby grants to the District, its successors and assigns, the permanent non-exclusive right to enter, re-enter, occupy and use the described property to construct, maintain, repair, replace, remove, enlarge and operate one or more sanitary sewer pipelines and all underground and surface appurtenances thereto in, through, over and across a parcel of land owned by Grantor in the County of Rio Blanco and State of Colorado (hereinafter "the Easement"), to wit:

Easement Legal Description, described on Exhibit "A" attached hereto and made a part hereof,

Upon the terms, covenants, and conditions which are agreed upon by and between the Grantor and the District as follows:

1. The District shall have and exercise the nonexclusive right of ingress and egress in, to, over, through and across the Easement for the purposes stated herein.

2. The Grantor reserves for itself and its successors the right to the undisturbed use and occupancy of the Easement for any uses which are not inconsistent with the rights granted to the District herein.

3. Other utilities may in the future be installed in the Easement so long as they do not interfere with the District's rights herein granted. All future utility lines crossing the Easement must cross at approximately right angles to the District's sewer line, and any and all utilities which parallel the District's sewer line will not be permitted within ten feet of the District's sewer line, appurtenances or other facilities.

4. Grantor, at its expense, shall be solely responsible for maintenance of the surface of the Easement, except as specified in this Paragraph 4. When the District deems it necessary to install, reconstruct, repair, relocate, remove, replace, enlarge, operate, or in any way maintain its sewer line and/or appurtenances thereto, the District will backfill, compact, grade, and resurface the area of excavation, to include replacement of any asphalt paving, damaged by the District's activity, to the grade and condition existing immediately prior to excavation, as nearly as may reasonably be done. Topsoil and vegetation shall be replaced in cultivated areas, and any excess earth resulting from the District's activities shall be removed at the District's sole expense. For a period of two years following disturbance of the surface of the ground by the District, the District will maintain the surface elevation by correcting any settling or subsiding that may occur as a result of work done by the District, including but not limited to repair of asphalt paving. The District shall be liable for the damage to or loss of any landscaping plants, lawns, turf, fences or drainage features and shall be responsible for the replacement of such plants, lawns, turf, fences or drainage features.

5. Under a separate easement agreement the District acknowledged Rio Blanco County's interest in having its Fairgrounds Property completely available for use by the public during the 2009 Fourth of July Celebration. Therefore, the District agrees that all of its work installing the sewer line in the Easement shall be completed and the surface of the Easement restored as provided in Paragraph 4 above, no later than June 15, 2009. Pursuant to the separate easement agreement, requests for reasonable extensions of this deadline will be considered by Rio Blanco County if the District encounters delays due to acts of God or other causes beyond the control of the District. In no event shall the District allow an open trench or impassable roads on Rio Blanco County's Fairgrounds Property from June 19, 2009 through July 5, 2009. All construction activities shall cease during this period. At no time during the exercise of its rights pursuant to this Easement Agreement shall the District obstruct or prevent Rio Blanco County's access to its Fairgrounds Property over at least one of the two access roads at the North end.

6. The District acknowledges the need for access to be maintained to the Grantor's Recreation Center located at 101 Ute Road, Meeker, CO. At no time during the exercise of its rights pursuant to this Easement Agreement shall the District obstruct or prevent access to the Recreation Center by the Grantor and the public.

EXHIBIT
E

7. The District warrants and guarantees to the Grantor it will timely pay all costs related to the installation of the sewer line and its work contemplated by this Easement Agreement and shall not allow any Verified Statement of Claim or other claims of any kind whatsoever to be filed against Grantor's property.

8. If the District abandons use and operation of any sewer line or other facility installed or laid within the Easement, such abandonment shall constitute abandonment of its rights under this Easement Agreement, which shall automatically revert to Grantor.

9. The District agrees to defend, indemnify and hold Grantor harmless from all actions, claims, causes of action or damages to persons or property which result from the intentional misconduct or negligent acts or omissions of the District or its employees, agents or representatives during the period of construction of the sewer line as contemplated in this Easement Agreement, or any subsequent reconstruction, repair, relocation, removal, replacement, enlargement, maintenance or operation of its sewer line and/or appurtenances thereto.

10. Each and every one of the benefits and burdens of this Agreement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties; however, this Easement Agreement shall not be assigned by the District to any person or entity other than Meeker Sanitation District without the express written consent of Grantor. If this Easement Agreement is assigned to the Meeker Sanitation District, the assignment shall expressly require the Meeker Sanitation District to assume in full all duties, obligations and responsibilities of the District under this Easement Agreement without limitation. Any modification of this Easement Agreement must be in writing and signed by all parties hereto to be effective.

11. This Easement Agreement constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Easement Agreement.

12. Upon the execution of this Easement Agreement by the parties hereto, the District is hereby authorized to record this Easement Agreement in the office of the Rio Blanco County Clerk and Recorder. The District shall pay all related recording fees.

13. The signatories to this Easement Agreement affirm and warrant they are fully authorized to enter into and execute this Easement Agreement, and all necessary action, notices, meetings, or hearings, pursuant to any law, ordinance, or resolution required to authorize their execution of this Agreement have been made.

14. No waiver of any provision of this Easement Agreement will be deemed or constitute a waiver of any other provisions, nor will it be deemed or constitute a continuing waiver unless expressly provided by written amendment to this Easement Agreement signed by the parties hereto; nor shall the waiver of any default under this Easement Agreement be deemed a waiver of any subsequent default or defaults of the same type. Either party's failure to exercise any right under this Easement Agreement shall not constitute the approval of any wrongful act by the other party.

15. This Easement Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability. Jurisdiction and venue for any litigation that may arise between the parties relative to this Easement Agreement shall be exclusively in the District Court of Rio Blanco County, Colorado.

16. In the event any action is filed or maintained by any party in relationship to this Easement Agreement, the prevailing party shall be awarded any and all of its costs, expenses and reasonable attorneys' fees, or the reasonable value of salaried attorney's time.

17. Nothing contained in this Easement Agreement constitutes a waiver of the sovereign immunity or governmental immunity of the Grantor or the District as provided by any applicable State law.

IN WITNESS WHEREOF, the Grantor and the District have executed this Easement Agreement as of the day and year first above written.

Eastern Rio Blanco Metropolitan Parks and
Recreation District

By: 
Joseph Nieslanik, President

ATTEST:

655754-2

Dale Hallebach
Dale Hallebach, Secretary

05/28/2009 09:40 AM Page 3 of 5 295904
NANCY R. AMICK RIO BLANCO COUNTY, COLORADO
RecFee: \$26.00 DocFee: \$0.00 Receipt #11937

{ SEAL }

MEEKER SCHOOL DISTRICT, RE-1

ATTEST:

Mary C. Strang
President

Paul R. Neilson
Secretary



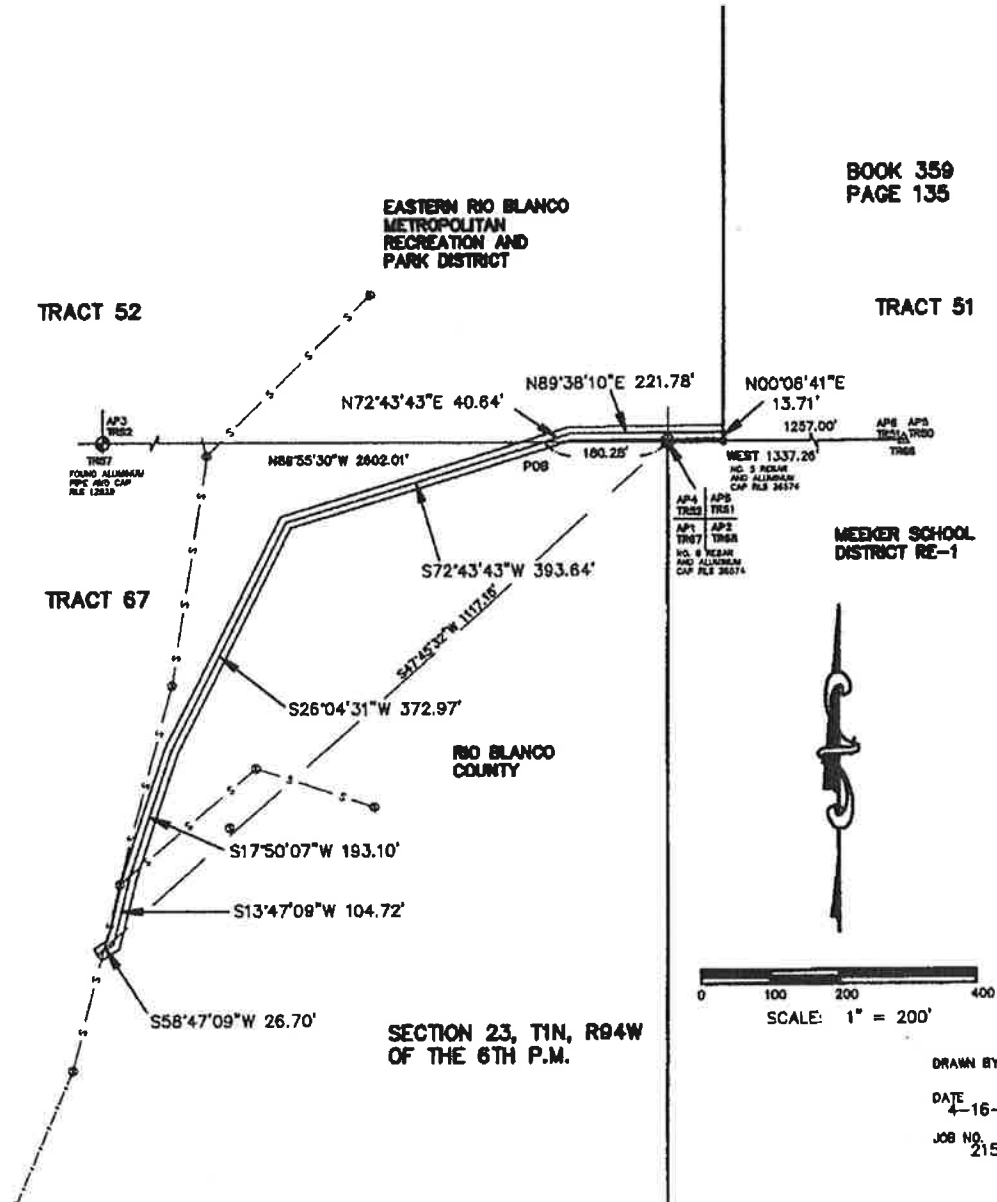
My commission as a Notary Public for the
state of Colorado as of 7/15/08 expires 07/15/2012
unless sooner concluded for cause.

Karin S. Brown Rio Blanco County

acknowledged
~~witnessed~~ and signed before me on the 27th
day of May 2009, by Joseph Nieslanik,
Dale Hallebach, Paul R. Neilson, and
Mary C. Strang

KB

SEWER EASEMENT
MEEKER SCHOOL DISTRICT RE-1
IN TRACTS 51, 52 & 67, SECTION 23, T1N, R94W OF THE 6TH P.M.
TOWN OF MEEKER, RIO BLANCO COUNTY, COLORADO



TOWN OF MEEKER & EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK
DISTRICT - PARKS LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 12th day of December, 2011, by and between the TOWN OF MEEKER, a Municipal corporation, established pursuant to the laws of the State of Colorado, hereinafter, "Town", and the EASTERN RIO BLANCO METROPOLITAN RECREATION & PARK DISTRICT, a special district organized pursuant to the laws of the State of Colorado, Meeker, Colorado, hereinafter, "District". The Town and the District may, collectively, be referred to as the "Parties" individually as a "Party".

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the promises contained herein, the Parties agree as follows:

1. **DEMISE AND DESCRIPTION OF THE LEASED PREMISES.** In consideration of the payment of rents and the performance of the terms, conditions, and covenants set forth herein, the Town hereby grants to the District the exclusive recreational right and privilege to use, at the District's expense, the premises, located in the Town of Meeker, County of Rio Blanco, State of Colorado, as described in Exhibit "A", attached hereto and incorporated herein by this reference, hereinafter, the "Leased Premises".

2. **TERM.** The District shall have and hold the Leased Premises, together with all appurtenances thereon, for the term commencing on January 1, 2012 and ending on January 1, 2042, unless sooner terminated as provided for herein.

3. **AMOUNT OF RENTAL.** Rental for the Leased Premises shall be payable annually in the amount of Ten dollars (\$10.00), in advance, commencing on January 1, 2012 and, thereafter, on the 1st day of January of each year during the term of this Lease Agreement without notice.

It is the intention of the Parties that the rent payable hereunder shall be net to the Town. All costs, expenses, liabilities and obligations of every kind, whatsoever, in any way relating to the Leased Premises which may arise or become due following the date of execution of this Lease Agreement shall be paid by the District, unless otherwise provided for herein.

4. **USE OF LEASED PREMISES/LIMITATIONS OF USE.** The Leased Premises are to be used for the sole and exclusive purpose of providing to the general public parks, open space and recreation facilities and services and for no other purpose. The Leased Premises shall be open and available to the general public, without discrimination as to race, creed, national origin, color, gender, religion, or any other group protected by Federal or State law.

The District, at its own expense, at all times, agrees to operate and maintain the Leased Premises and the appurtenance thereon in a safe, sanitary, neat, good working condition and in a good state of repair, appropriate to the operation of safe and usable parks, open space and recreation facilities. The condition of the Leased Premises in general must be maintained at least to the same standards as before the execution of this Lease Agreement when maintained by the Town.

The District shall not use, or permit the Leased Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the Leased Premises, or acts done, which will cause a cancellation of any insurance policy covering the Leased Premises or any part thereof; nor shall the District permit to be kept, used, or sold, in or about the Leased Premises, any article which may be prohibited by any federal, state, or local laws, ordinance, rules or regulations or standard insurance policies. The District shall, at its sole cost, comply with all requirements pertaining to the Leased Premises, of any insurance organization or company, necessary for the maintenance of insurance covering the Leased Premises or any appurtenances thereto.

The District shall impose any restrictions or prohibitions of any public motor vehicles, off-highway vehicles, snowmobiles or vehicles on the Leased Premises, except in designed parking areas, in a manner satisfactory to the Town. This prohibition shall not apply to duly authorized motor vehicles, off-highway vehicles, or vehicles, owned, leased, or operated by the District or authorized representatives of the District used in furtherance of the purposes of this Lease Agreement.

The Leased Premises shall not be used, nor will the District permit the Leased Premises to be used, for purposes prohibited by the laws of the United States, the State of Colorado, or any political subdivision thereof, including the ordinances of the Town, including, but not limited to Meeker Municipal Code, Title 9, chapter 11, Public Park and Recreation Areas, (including, section 9.11.103.5, Prohibition of Power Equipment) and the Model Traffic Code for Colorado Municipalities, as adopted by the Town. The Leased Premises shall be appropriately posted by the District, including signs that identify areas open or closed for recreational use and shall be in a style mutually agreed upon by the Parties.

5. **MAINTENANCE.** The District shall be solely responsible for the maintenance, care, and operation of the Leased Premises and any and all related improvements, facilities, and property located thereon and any costs or expenses thereof.

6. **UTILITIES TO BE PAID BY THE DISTRICT.** The District shall be responsible for and shall promptly pay for all public utility charges, including water, trash removal, and electric, used in connection with the operation and maintenance of the Leased Premises, and all activities thereon, and the Town shall not be responsible therefor, except as provided in section 7 hereinafter.

7. **SERVICES TO BE PROVIDED BY THE TOWN.** The Town will be responsible for providing all water used at the Sixth Street Park, Parcel 7 of Exhibit "A", at no expense to the District; paying all electric utility charges for lighting, water pumps, bathrooms, and shelters located in the Town Circle Park and the Town Fifth Street Park, Parcels 4 and 5 of Exhibit "A", respectively; installing, at no charge or expense to the District, all water taps necessary to supply water for potable and irrigation purposes for the Leased Premises; and the Meeker Police Department will be providing all law enforcement of State law or Town ordinances for the Leased Premises, as such services are customarily provided throughout the Town of Meeker.

8. **DAMAGE AND DESTRUCTION OF THE LEASED PREMISES OR PROPERTY.** In the event the Leased Premises are rendered untenable or unfit for the District's purposes by fire or other casualty, this Lease Agreement will immediately terminate and no rent shall accrue to the Town from the date of such fire or casualty. In the event the Leased Premises are damaged by fire or other casualties or there is a partial destruction of such premises or such damage as to render the Leased Premises partially untenable, or partially unfit for the District's purposes, either Party may, within ten (10) business days (that is: any day the Town's offices are open for business, which shall exclude Saturday, Sunday and any legal holiday observed by the Town) of such occurrence, terminate this Lease Agreement by giving written notice to the other Party. Such termination shall be effective not less than ten (10) business days from the date of mailing of the notice.

Any property of the Town damaged or destroyed by the District or its agents, employees, concessionaires, other representatives, invitees or the general public, which the Town determines should be replaced or repaired or for which reasonable compensation should be paid, shall be the subject of notice to the District. The District shall replace, repair, or pursue reasonable compensation as the Parties may mutually agree. The Town shall notify the District in writing by regular mail within thirty (30) days of observing any property damage or destruction, and such written notification shall include an itemized estimate of the cost of the repairs necessary.

9. **IMPROVEMENTS BY THE DISTRICT/COSTS.** The District may place physical improvements upon the Leased Premises as may be necessary or desirable for the enhancement of the recreational purposes contemplated herein and in furtherance of the District's responsibilities, such as, by way of example, installing/removal of fencing, gates, pavement, park and playground equipment, landscaping, trees, buildings or structures, recreational facilities, earth moving or any other necessities, at the District's own expense. The location and type of improvements must be approved by the Town prior to installation or construction. The District covenants and agrees that any such improvements or work shall be made in a workmanlike manner, and in compliance with any and all federal, state, county, or municipal statutes, laws, ordinances, rules or regulations. Provided, however, no later than the third quarter of each calendar year during the term of this Lease Agreement, the District shall submit to the Town a list of capital improvements proposed by the District for the following year for the Town's review and approval, at the annual meeting, pursuant to section 11 hereinafter. If the District desires to construct a capital improvement not contained in the above noted list, the District shall notify the Town at least sixty (60) days prior to the commencement of construction of said improvement for the Town's review and approval.

The District shall not place or build any structure, temporary or permanent, on the Leased Premises or make or permit any alterations in or additions to the Leased Premises without the prior written consent of the Town, which consent shall not be unreasonably withheld. All plans for use, development, or improvements of the Leased Premises by the District shall be approved by the Town prior to their implementation.

10. **ALTERATIONS.** During the term of this Lease Agreement, the District shall have the right to move in and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. Alterations or installations requiring significant change, as

described in section 9 above, to the Leased Premises shall be subject to prior written approval by the Town. All equipment and personal property placed by the District at its own expense in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the District and the District shall have the right, at any time during the term of this Lease Agreement, to remove all such equipment, property and fixtures.

11. **ANNUAL MEETING OF THE TOWN AND DISTRICT BOARDS.** During the term of this Lease Agreement and commencing in 2012, the Town Board of Trustees and the District Board of Directors shall meet annually, during the third quarter of the calendar year (July, August, or September) for the purpose of planning, coordinating, and scheduling improvements, addressing the funding for any improvements, and discussing any other matters related to this Lease Agreement. Thirty (30) days prior to the annual meeting, the Town Administrator and the District's Operations Manager shall meet in order to schedule a time and place for the annual meeting and develop the meeting agenda.

12. **LEASED PREMISE "AS IS".** The District agrees that the Leased Premises and all improvements thereon are leased "as is", except as may be provided in Exhibit "B", attached hereto and incorporated herein by this reference, and the District, insofar as it legally may, is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that the Leased Premises may contain. The Town makes no warranty, expressed or implied, that the Leased Premises or the improvements thereon are fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying thereto.

13. **HAZARDOUS MATERIALS.** As used herein, the term "Hazardous Materials" means any hazardous, toxic, or dangerous substance, waste or material, which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environments protection, contamination, or cleanup. The District agrees that it is fully responsible for compliance with all such statutes, ordinances, rules, regulations, or other laws relating in any way to the use, storage, and disposal of Hazardous Materials. In the event of any accident, spill, or other incident involving Hazardous Materials or toxic matter that the District is required to report to any governmental agency, the District shall immediately report the same to the Town and supply the Town with all information and reports with respect to the same, together with the District's clean-up or remediation plan and schedule. If such clean-up or remediation plan is not acceptable to the Town in the Town's sole discretion, the Town may so notify the District and, upon forty-eight (48) hours prior written notice (or without notice if so required by the emergency) may enter the Leased Premises to conduct the clean-up or remediation and charge the District the costs thereof. All information described herein shall be provided to the Town regardless of any claim by the District that it is confidential or privileged, provided that the Town shall not publish or disclose the information to any third party, except to comply with any federal, state or local statutes, ordinances, rules, regulations, or other laws relating thereto. To the extent permitted by law, the District agrees to hold harmless, protect, indemnify, and defend the Town from and against any damage, loss, claim, or liability, including attorney's fees and costs resulting from the District's use, disposal, transportation, or generation of any Hazardous

Material and any negligence associated therewith. These indemnities shall survive the termination of this Lease Agreement, whether by expiration or the term or otherwise.

14. **WASTE AND NUISANCE PROHIBITED.** During the term of this Lease Agreement, the District shall comply with all applicable statutes, laws, rules, and regulations affecting the Leased Premises, the breach of which might result in any penalty to the Town, or forfeiture of the Town's title to the Leased Premises. The District shall not commit, or suffer to be committed, any waste on the Leased Premises, or any nuisance.

15. **ABANDONMENT OF LEASED PREMISES.** The District shall not vacate or abandon the Leased Premises at any time during the term of this Lease Agreement. If the District abandons, vacates, or surrenders the Leased Premises, or be dispossessed by process of law, or otherwise, the District shall be authorized for a period of six (6) months of such event to remove any personal property or improvements placed on or constructed on the Leased Premises by the District. In the event that such personal property or improvements are not removed within the time so limited, they shall be deemed to be abandoned, at the option of the Town, and the Town is authorized to occupy and take possession of said personal property or improvements, and further to demolish or use such improvements as it may choose.

16. **TOWN'S RIGHT OF ENTRY.** The District shall permit the Town, and any of its agents, employees, or representatives or any representatives or agents of any federal, state, or local government to enter into and upon the Leased Premises at all reasonable times, for the purpose of inspecting the same, without rebate of rent and without any liability to the Town for any loss or occupation or quiet enjoyment of the Leased Premises thereby occasioned.

17. **DAMAGE TO THE DISTRICT'S PROPERTY.** In no event shall the Town ever be liable for any damage to any installation of the District that may be constructed on the Leased Premises or to any personal property of the District located in or on the Leased Premises, except (1) to the extent damage is caused by the Town or its employees, and (2) the Town is not immune from liability for such damage pursuant to the Colorado Governmental Immunity Act, Section 24-10-101 et seq. or any other applicable law.

18. **SUBLEASE OR ASSIGNMENT BY THE DISTRICT.** The District shall not sublet or assign its interest or right to the Leased Premises or any portion thereof, or any right or privilege appurtenant thereto, without first obtaining the prior written consent of the Town. The Town's consent to one assignment, or sublease, shall not be consent to any subsequent assignment or sublease. Any unauthorized assignment or sublease shall be void, and shall terminate this Lease Agreement, at the Town's option. Nothing contained herein shall be deemed to prohibit use of the Leased Premises by the District's park concessionaires, as deemed appropriate by the District.

19. **TERMINATION OF LEASE AGREEMENT.** This Lease Agreement may be terminated upon written mutual agreement of the Parties. Termination of this Lease Agreement shall not be effective six (6) months after the date the Parties have executed the mutual agreement. If the Parties deem it necessary to enter into a Termination Agreement to specifically address any terms and conditions of the termination of this Lease Agreement termination shall be

effective six (6) months after the date the Parties have executed the Termination Agreement.

In addition, either Party also may terminate this Lease Agreement unilaterally after giving six (6) months prior written notice to the other Party, provided that, if the Parties mutually agree that a Termination Agreement is necessary to specifically address any terms and conditions of the termination of this Lease Agreement, termination shall be effective six (6) months after the date the Termination Agreement is executed by the Parties.

This Lease Agreement shall remain in full force and effect during any such termination period.

20. **FISCAL FUNDING.** The law prohibits the Parties from making fiscal commitments beyond the term of their current fiscal period. The Parties' financial obligations payable after the conclusion of the current fiscal year (December 31, 2011) are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event the District fails, for any reason, to appropriate, budget, and authorize the expenditure of sufficient funds to pay the rental or to pay any and all costs and expenses associated with the operation and maintenance of the Leased Premises, as required in this Lease Agreement, for any succeeding fiscal year, this Lease Agreement shall terminate automatically without notice of either Party to the other or liability by either Party to the other Party.

21. **NOTICE.** Any notice required or permitted by this Lease Agreement may be delivered in person or sent by first class mail, to the Party at the address as hereinafter provided and as sent by mail, shall be effective when posted in the U.S. Post Office with sufficient postage attached thereto:

Town: Town Administrator
345 Market Street
Meeker, CO 81641

District: Operations Manager
101 Ute Road
Meeker, CO 81641

A Party may change its address by written notice delivered to the other Party as described in this section.

22. **REDELIVERY/HOLDING OVER.** The District shall pay the rent and all the sums required to be paid by the District hereunder in the amounts and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease Agreement, peaceably and quietly quit and surrender to the Town the Leased Premises, in good order and condition, subject to the provisions of this Lease Agreement. In the event of nonperformance by the District of any of the covenants of the District undertaken herein, this Lease Agreement may be terminated as herein provided. If the District fails to vacate the Leased Premises upon expiration or sooner termination of this Lease Agreement, the District shall be a month to month lessee and subject to all of the laws of the State of Colorado applicable to such tenancy. The rent to be paid by the District during such continued occupancy shall be the same, being paid by the District as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its

obligation to execute a new or extended lease agreement to cover future lease periods as required by law.

23. LIMITATION OF LIABILITY/INDEMNIFICATION/SUBROGATION. To the fullest extent permitted by law, the Town, its elected or appointed officials, its officers, employees, representatives, agents or volunteers shall not be liable for any injury, death, losses, damages, expenses, or claim expenses (including attorneys' fees or litigation costs), regardless of the legal theory under which such liability is imposed, to persons or property which at any time may be suffered or sustained by the District or by any person whosoever may at any time be using or occupying or visiting the Leased Premises, or be in, on or about the Leased Premises, whether such injury, death, losses, damages, expenses, or claim expenses (including attorneys' fees or litigation costs) shall be caused by or in any way result, directly or indirectly, from or arise out of any act, omission, or negligence of the District, or its directors, officers, employees, volunteers or agents or any occupant, visitor, or user of any portion of the Leased Premises.

Furthermore, to the extent permitted by law, the District shall indemnify, hold harmless and defend the Town, its elected and appointed officials, its officers, employees, representatives, volunteers or agents, from and against all claims, damages, losses, expenses, causes of action of any kind or character, regardless of the legal theory under which such liability is imposed, including the costs of defense thereof and attorneys fees and litigation costs, and any and all other costs, arising out of or resulting from the performance of this Lease Agreement, or which arises out of the District's use of the Leased Premises, or from the conduct of the District's business, or from any activity, work, or thing done, permitted or suffered by the District, its directors, officers, employees, representatives or volunteers, in or about the Leased Premises, except for injuries and damages caused by the sole negligence of the Town. In any or all claims against the Town, its elected and appointed officials, officers, employees, volunteers or agents, by any employee of the District, anyone, directly or indirectly, employed by the District, or anyone for whose acts the District may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, established by law.

Nothing in this Lease Agreement shall be construed as waiving the subrogation rights of the Town's insurance carrier against the District for actions or omissions by the District, or its directors, officers, employees, volunteers or agents, for which the Town would have a right to recover against the District.

24. GOVERNMENTAL IMMUNITY. The Parties hereto understand and agree the Town and the District are relying on, and do not waive or intend to waive by any provisions of this Lease Agreement, the monetary limitations or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended from time to time, or otherwise available to the Town or the District, their elected and appointed officials, agents, officers, employees, and representatives.

25. INSURANCE. The District shall obtain and maintain in effect at all times during the term of this Lease Agreement, a policy or policies of public liability insurance wherein the Town, its elected and appointed officials, and its employees, agents, and representatives are named as

additional insureds with coverage of not less than \$5,000,000.00 per occurrence, \$5,000,000.00 per occurrence bodily injury or death, \$5,000,000.00 per accident for property damage resulting therefrom and \$1,500,000.00 combined single limit per accident for automobile liability. Said policy shall protect the Town against loss or damage of the personal property, fixtures, and improvements now located on the Leased Premises. The District shall provide the Town with a certificate of insurance or duplicate original policy evidencing such coverage to be in effect as of the commencement of this Lease Agreement.

The above referenced insurance policies shall include provisions preventing the cancellation or non-renewal without at least thirty (30) days prior notice to the Town by certified mail. All required District insurance shall be primary insurance and any insurance carried by the Town shall be excess insurance and not contributory insurance to that provided by the District. The District shall be solely responsible for any deductible losses under any insurance policies required herein. Failure to provide proof of insurance, as required herein, may be determined to be a breach of this Lease Agreement, which may result in termination of this Lease Agreement, by the Town. During the term of this Lease Agreement the Parties may increase the limits of the District's required policy or policies of insurance, as the Parties mutually agree.

26. ATTORNEYS' FEES. If any action at law or in equity shall be brought to recover any rent under this Lease Agreement, or for or on account of any breach or, to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement, or for the recovery of the Leased Premises, the prevailing Party shall be awarded its costs, expenses, and reasonable attorneys' fees, the amount of which shall be fixed by the court, and shall be made a part of any judgment or decree rendered.

27. WAIVER. The waiver by a Party of, or the failure of a Party to take any action with respect to any default or breach of any term, conditions, or covenant herein contained by the other Party shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach or default of the same, or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by the Town shall not be deemed to be a waiver of any preceding breach by the District of any term, condition, or covenant of this Lease Agreement.

28. NO THIRD PARTY BENEFITS INTENDED. It is expressly understood and agreed that enforcement of the terms and conditions of this Lease Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Lease Agreement shall give or allow any claim or right of action by any other person or entity. It is the expressed intention of the Parties that any person or entity other than the Parties receiving services and benefits under this Lease Agreement shall be deemed to be an incidental beneficiary only.

29. DISTRICT NOT AN EMPLOYEE. It is understood and agreed that the status of the District shall be that of an independent contractor, and it is not intended, nor shall it be construed, that the District or its Board members or personnel or officers are employees of the Town for any purpose whatsoever.

30. **FORCE MAJEURE CLAUSE.** The Parties shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or public enemy.

31. **AUTHORITY.** This Lease Agreement is entered into by the Town pursuant to the authority contained within C.R.S. §31-15-713(1)(c) and by the District pursuant to C.R.S. §32-1-1001(1)(f) and §32-1-1005(1)(b) and, also, pursuant to the Intergovernmental Relationships Act, Part 2, Article 1, Title 29, C.R.S. The Parties understand and agree that the terms and conditions hereof shall be incorporated in an ordinance to be passed by the Town Board of Trustees. The District specifically understands and agrees that it has been advised that this ordinance cannot, by law, take effect before thirty (30) days after its passage and publication.

The Parties warrant they possess the legal authority to enter into this Lease Agreement and they have taken all actions required by their procedures, by-laws, and/or applicable laws to exercise their authority, and to lawfully authorize their undersigned signatories to execute this Lease Agreement. The persons signing and executing this Lease Agreement on behalf of the Parties hereby represent, warrant, and, guarantee they have full authorization to do so.

32. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease Agreement.

33. **APPLICABLE LAW.** This Lease Agreement is made, entered into and is to be performed in the Town of Meeker, Rio Blanco County, State of Colorado, and shall be governed in all respects by the laws of the State of Colorado.

34. **SEVERABILITY.** In the event any term or condition of this Lease Agreement, or application thereof to any person, entity, or circumstances is held invalid, void, or to be without force by a court of competent jurisdiction, it shall be deemed stricken and all remaining terms or conditions shall continue to be valid and binding upon the Parties. The Parties agree that this Lease Agreement shall be reformed to replace such stricken term or condition with a valid and enforceable term or condition that comes as close as reasonably possible to expressing the intent of the stricken term or condition. To this end, the terms and conditions of this Lease Agreement are declared severable.

35. **CAPTIONS, CONSTRUCTION AND LEASE AGREEMENT EFFECT.** The captions and headings used in this Lease Agreement are for identification only and shall be disregarded in any construction of the Lease Agreement provisions. All of the terms and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the Parties and the respective successors of both of the Parties, except as provided by the limitations of section 18.

36. **COMPLETE AGREEMENT/MODIFICATION.** This Lease Agreement, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the Parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent renewal, addition, deletion or any amendment hereto shall have any force or effect unless it is in writing executed and approved by the Parties, as provided by law and with the same formality of procedure as the approval of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement on the day and year first above written.

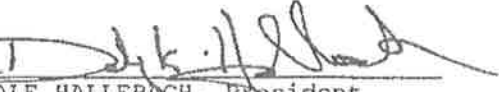
BOARD OF TRUSTEES
TOWN OF MEEKER

By: 
MANDI ETHERIDGE, Mayor

ATTEST:

LISA COOK
Town Clerk

EASTERN RIO BLANCO METROPOLITAN
RECREATION & PARK DISTRICT

By: 
DALE HALLEBACH, President

ATTEST:

KRIS ARCOLESSE
Secretary

EXHIBIT "A"
TO
PARKS LEASE AGREEMENT

DESCRIPTION OF THE LEASE PREMISES

PARCEL 1 - ELEVENTH STREET PARK

A parcel of land lying in Foothills Subdivision and Sage Park Subdivision, Town of Meeker, Rio Blanco County, State of Colorado, being more particularly described as follows:

Beginning at the Southwest corner of Lot 10, said Sage Park Subdivision, thence South 64°00'11" West, 50.51 feet; thence North 32°03'30" West, 61.94 feet to the West line of said Sage Park Subdivision; thence continuing North 32°03'30" West, 216.72 feet; thence along the arc of a curve to the right 72.25 feet, said curve has a central angle of 12°14'06", a radius of 338.35 feet; thence North 77°01'23" East, 48.02 feet to the East line of said Foothills Subdivision; thence continuing North 77°01'23" East, 80.20 feet; thence continuing South 00°01'30" East, along the West line of Lots 6 and 10 of said Sage Hills Subdivision, 266.48 feet to the point of beginning. Said parcel contains 0.76 acres more or less.

This parcel is subject to patent reservations, prior mineral reservations and easements and rights of way of record.

PARCEL 2 - FOOTHILLS PARK TWELFTH STREET PROPERTY

A parcel of land lying in Foothills Subdivision, Town of Meeker, Rio Blanco County, State of Colorado, and being in Tract No, 66, Township 1 North, Range 94 West, of the 6th P.M., described as follows:

Beginning at a point being North 89°47'00" East, 155.78 feet of Corner No. 3 of said tract No. 66; thence North 89°47'00" East, 272.18 feet; thence North 32°03'30" West, 98.00 feet; thence South 71°25'32" West, 129.38 feet; thence North 32°03'30" West, 80.00 feet; thence South 41°09'44" West, 65.65 feet; thence along a curve to the left having a central angle of 54°19'01" and a radius of 61.14 feet; thence South 13°04'00" East, 07.28 feet to the point of beginning. Said parcel contains .402 acres more or less.

This parcel is subject to patent reservations, prior mineral reservations and easements and rights of way of record.

PARCEL 3 - SAGE HILLS TENNIS COURTS

A parcel of land in Block 8, Sage Hills Subdivision, Town of Meeker, Rio Blanco County, Colorado, being more particular described as follows:

Beginning at the Southwest corner of Lot 1, Block 8, of said Sage Hills Subdivision, thence North 64°00'00" West 109.99 feet; thence South 26°00'00" West, 215.70 feet; then East 244.76 feet; thence North 26°00'00" East 120.52 feet; thence North 70°13'36" West, 110.65 feet, thence South 26°00'00" West, 0.11 feet to the point of beginning. Said parcel contains 0.83 acres, more or less.

This parcel is subject to patent reservations, prior mineral reservations and easements and right of way or record.

PARCEL 4 - TOWN CIRCLE PARK - LYING SOUTH OF WHITE RIVER

A parcel of land lying South of the White River, Town of Meeker, Rio Blanco County, Colorado, being more particularly described as follows:

That portion of Outlot Number 9, as more particularly described in the Rio Blanco County Clerk's records in Book 84 at Page 256, but excluding that port of Out Number 9 more fully described in the Rio Blanco County Clerk's records in Book 112 at Page 241; and that portion of property lying North of the North line of Outlot Number 9 currently being used of park purposes.

Provided, however, this Parcel 4 shall not include the Town Bridge (5th Street Bridge) leading to the Town (River) Park lying South of the White River

PARCEL 5 - TOWN PARK - 4th & WATER STREETS, LYING NORTH OF WHITE RIVER

A parcel of land lying North of the White River, Town of Meeker, Rio Blanco County, Colorado, being more particularly described as follows:

Lots 7, 8, 9, 10 and B, Block 13, Town of Meeker, except those portions used as the Town Shop; Lots 1, 2, 3, 4, 5 and 6, Block 30, Town of Meeker; Lots 1, 2, 3, 4, 5, 6, and B, Block 31, Town of Meeker, except that portion used as the Town Animal Shelter; as well as a certain parcel of property lying between Lot 1, Block 30 and Lot 6, Block 31, which is presently used for park purposes; as well as a certain parcel of property lying South of Block 13 and North of Block 31, Town of Meeker, which is presently used for park purposes, excepting that portion thereof commencing at the existing pipe fence (the westerly terminus) to its intersection with 3rd Street (the easterly terminus), which is used for Town Shop purposes; a parcel of land lying North of the White River and lying South of Lots 1 through 6, inclusive, Block 30, Town of Meeker, which is presently used for park purposes; and a parcel of land lying North of the White River and lying South of Lots 1 through 6, inclusive, Block 31, Town of Meeker, which is presently used for park purposes, excepting therefrom that portion used as the Town Recycling Center.

Provided, however, this Parcel 5 shall not include the recreational vehicle sanitary dump station and the recreational vehicle camping facility (including the electrical hookups), which the Town presently operates and will continue to operate, use, and maintain on a portion of Lots 1, 2, 3, 4, 5, and 6, Block 30.

PARCEL 6 - SANDERSON HILLS PARK

Lot 75, according to the Plat thereof filed December 19, 1978 as Reception No. 185454 Sanderson Hills Subdivision.

PARCEL 7 - SIXTH STREET PARK

Lots 1 through 16, inclusive, Block 68.

EXHIBIT "B"
TO
PARKS LEASE AGREEMENT

CONDITION OF THE LEASED PREMISES

Prior to the execution of this Lease Agreement, representatives of the Town and the District conducted a inventory of the Leased Premises. The Parties' representatives agree that they found all the Leased Premises and the improvements therein to be in good condition and in proper working order, with no exceptions. Furthermore, during the inventory process, the Parties' representatives photographed the Leased Premises and the improvements therein and will retain the digital photographic images (SIM cards) to be used, as may be necessary for any purposes set forth in this Lease Agreement.

FIRST AMENDMENT TO THE
TOWN OF MEEKER & EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK
DISTRICT - PARKS LEASE AGREEMENT

This FIRST AMENDMENT TO THE TOWN OF MEEKER & EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT - PARKS LEASE AGREEMENT ("First Amendment") is made this 8th day of December, 2015, by and between the TOWN OF MEEKER, a statutory town of the State of Colorado ("Town"), and the EASTERN RIO BLANCO METROPOLITAN RECREATION & PARK DISTRICT, a political subdivision of the State of Colorado ("District"). The Town and District may collectively be referred to as the "Parties", or individually as a "Party".

I. Recitals

WHEREAS, the Parties entered into that certain Town of Meeker & Eastern Rio Blanco Metropolitan Recreation and Park District - Parks Lease Agreement dated December 12, 2011 ("Agreement"), regarding the District's exclusive recreational right and privilege to use, at the District's expense, certain premises leased from the Town for the purpose of providing to the general public parks, open space and recreation facilities and services; and

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. Amendment

1. Paragraph 7 is amended in its entirety to read as follows:

7. SERVICES TO BE PROVIDED BY THE TOWN; ENFORCEMENTS.

(A) At no expense to the District, the Town will be responsible for providing all water used at the Sixth Street Park, Parcel 7 of Exhibit "A", and for paying all electric utility charges for lighting, water pumps, bathrooms, and shelters located in the Town Circle Park and the Town Fifth Street Park, Parcels 4 and 5 of Exhibit "A", respectively. In the event the District requests additional services at the Leased Premises, such as the installation of water taps in addition to those currently present, the District will notify the Town and the Parties will negotiate in good faith the terms for providing such services.

(B) The Meeker Police Department will provide all enforcement of State law and Town ordinances, and District park rules ("Park Rules") for the Leased Premises so long as the Park Rules have been adopted by the Town through pre-existing or new ordinances.

2. EXHIBIT "A", PARCEL 5 is amended in its entirety to read as follows:

PARCEL 5 - TOWN PARK - 4th & WATER STREETS, LYING NORTH OF WHITE RIVER

A parcel of land lying North of the White River, Town of Meeker, Rio Blanco County, Colorado, being more particularly described as follows:

Lots 7, 8, 9, 10, and B, Block 13, Town of Meeker, except those portions used as the Town Shop; Lots 1, 2, 3, 4, 5 and 6, Block 30, Town of Meeker;

Lots 1, 2, 3, 4, 5, 6, and B, Block 31, Town of Meeker, except that portion used as the Town Animal Shelter; as well as a certain parcel of property lying between Lot 1, Block 30 and Lot 6, Block 31, which is presently used for park purposes; as well as a certain parcel of property lying South of Block 13 and North of Block 31, Town of Meeker, which is presently used for park purposes, excepting that portion thereof commencing at the existing pipe fence (the westerly terminus) to its intersection with 3rd Street (the easterly terminus), which is used for Town Shop purposes; a parcel of land lying North of the White River and lying South of Lots 1 through 6, inclusive, Block 30, Town of Meeker, which is presently used for park purposes; and a parcel of land lying North of the White River and lying South of Lots 1 through 6, inclusive, Block 31, Town of Meeker, which is presently used for park purposes, excepting therefrom that portion used as the Town Recycling Center.

3. All other terms and conditions of the Agreement remain in full force and effect as written and are unaffected by this First Amendment. This First Amendment may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

BOARD OF TRUSTEES
TOWN OF MEEKER

By: 

Regas K. Halandras, Mayor

ATTEST:




Lisa Cook, Town Clerk

EASTERN RIO BLANCO METROPOLITAN
RECREATION & PARK DISTRICT

By: 

Zach Clatterbaugh, President

ATTEST:



Kris Arcolesse, Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER COC75528

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
 - a. By this instrument, the holder,

ERBM (Eastern Rio Blanco Metropolitan) Recreation & Park District
101 Ute Road
Meeker, Colorado 81641

Receives a right to construct, operate, maintain, and terminate an irrigation line and associated landscaping, a trail, and a triptych kiosk, which cross Federal lands described as follows:

Sixth Principal Meridian, Colorado
T. 1 N., R. 94 W.,
sec. 14, lot 23.
 - b. The right-of-way area granted herein is 10 feet long, 60 feet wide, and contains 0.01 acre, more or less.
 - c. This instrument shall terminate December 31, 2041, unless prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized office, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, the undersigned agrees to the terms, conditions of this right-of-way grant or permit.


(Signature of Holder)


(Signature of Authorized Officer)

Executive Director
(Title)

FOR Field Manager
(Title)

7/9/2012
(Date)

7/12/2012
(Effective Date of Grant)

Dorcas Jensen Memorial Park Trail, Kiosk, Irrigation Line, and Associated Landscaping
T. 1 N., R. 94 W., sec. 14, lot 23

Exhibit A

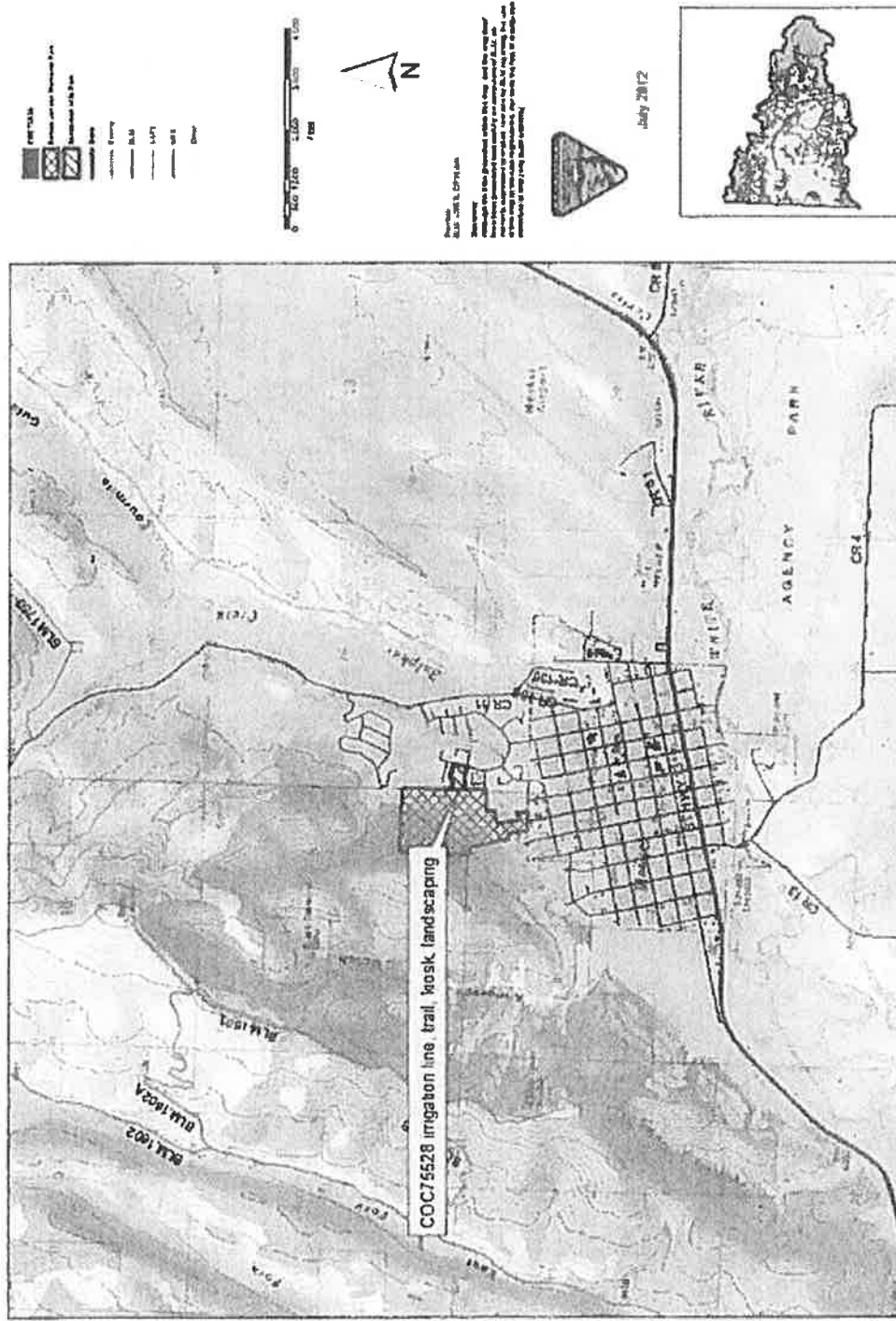


EXHIBIT B

1. Between September 1 and March 15, seed all areas of earthen disturbance, except the non-motorized trail, with the recommended seed mix (BLM 2011):

| Cultivar | Common Name | Scientific Name | Application Rate (lbs PLS/acre)* |
|-------------|--------------------------|--|----------------------------------|
| Rosana | Western Wheatgrass | <i>Pascopyrum smithii</i> | 4 |
| Whitmar | Bluebunch Wheatgrass | <i>Pseudoroegneria spicata</i> ssp. <i>inermis</i> | 3.5 |
| Rimrock | Indian Ricegrass | <i>Achnatherum hymenoides</i> | 3 |
| Bromar | Mountain Brome | <i>Bromus marginatus</i> | 2 |
| Maple Grove | Lewis Flax | <i>Linum lewisii</i> | 1 |
| Bandera | Rocky Mountain Penstemon | <i>Penstemon strictus</i> | 0.5 |

* Seeding rate is for drilled seeding; for broadcast seeding the rate should be doubled

2. A reclamation success rate equal to a minimum cover and composition of 80 percent of the Desired Plant Community (as defined by the ecological site, in an early seral state) or in relation to the seed mix applied within three growing seasons after the application of seed will be achieved. This community must be capable of persisting on the site without intervention and allow for successional processes consistent with achieving the seral stage on the site prior to surface disturbance.

3. Reclamation achievement will be evaluated using the Public Land Health Standards that include Indicators of Rangeland Health. If BLM determines that reclamation success is below an acceptable level, reclamation efforts must be repeated at ERBM's expense until vegetation is successfully established.

4. The ERBM will implement an integrated weed management plan similar to the BLM Manual 9015-Integrated Weed Management (BLM 1992) in cooperation with BLM. The ERBM should have employees trained for appropriate timing of weed treatment and certified for the use of appropriate herbicides for control/eradication of the known and possible noxious and invasive nonnative species along the proposed trail.

5. Any noxious plants will be eliminated before seed production has occurred. The BLM recommends that treatment of noxious and nonnative species on adjacent private lands be performed in a manner similar to procedures described in BLM Manual 9015. Contractors will clean all off-road and trail construction equipment to remove seed and soil prior to commencing operations on public lands within the project area.

MEMORANDUM OF UNDERSTANDING

Between

Eastern Rio Blanco Metropolitan Recreation and Park District

And

USDI Bureau of Land Management, White River Field Office

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the Eastern Rio Blanco Metropolitan Recreation and Park District, hereinafter referred to as the Meeker Recreation District, and the USDI Bureau of Land Management, White River Field Office hereinafter referred to as BLM. Collectively all signatories of this MOU will be known as the cooperators.

A. PURPOSE:

The purpose of this MOU is to formalize a cooperative relationship between the aforementioned agencies and organizations for the purpose of cooperating in the development and maintenance of trails, and trail systems.

B. OBJECTIVE:

The objective of this MOU is to identify the collaboration efforts of the BLM and Meeker Recreation District in the planning, designing, developing, and maintaining of recreation and recreation-related projects that meet the goals, objectives, and/or missions of both agencies and organizations. On-the-ground projects could include identification, planning, design, construction, reconstruction, maintenance, restoration, operation and improvement of recreation facilities, trails, parks, and other recreation-related projects that are in compliance with the White River Field Office Resource Management Plans, other planning and public land laws, following the Bureau process.

C. BENEFITS:

The partnership will help expand the cooperators' abilities to develop, manage, maintain and provide appropriate recreation opportunities and experiences, identify roles and responsibilities with regards to recreation projects, as well as develop a sense of stewardship in recreationalists. The cooperators are dedicated to responsible management of the Nation's natural resources through the involvement of concerned citizen groups.

The activities to be undertaken thru this agreement are in furtherance of the BLM and Meeker Recreation District's mission by the providing the following benefits:

1. Enhanced recreation opportunities, experiences, and benefits for the public.
2. Enhanced recreation facilities, recreation developments, trails and trail systems.
3. Enhanced education, volunteer, and training opportunities.

D. Recreation District agrees to:

1. Assist with the planning, design, construction, maintenance, and/or re-construction of BLM recreation projects, trails, and trail systems that are within the Meeker Recreation District or on Meeker Recreation District-managed lands as appropriate and agreed to. Work plans for each cooperative recreation project will developed and agreed to, in the project planning phase, which will specify roles and responsibilities.

2. Assist the BLM in implementing volunteer work projects such as National Public Lands Day and other efforts to maintain existing trails and develop new recreation opportunities in accordance with the BLM's management plans.
3. Identify and facilitate opportunities to improve or develop trails and recreation projects on BLM public lands within the jurisdiction of the Meeker recreation District.
4. Educate the general public, and organized groups about BLM partnerships and encourage them to collaborate with BLM staff to identify opportunities for cooperation on mutually beneficial projects or activities.
5. Provide ongoing education and encouragement for trail and recreation enthusiasts to be involved in the planning processes at the BLM's White River Field Office.

E. The BLM agrees to:

1. Assist with the planning, design, construction, maintenance, and/or re-construction of recreation projects that are within the Meeker Recreation District or on Meeker Recreation District-managed lands as appropriate and agreed to. Work plans for each cooperative recreation project will be developed and agreed to, in the planning phase, which will specify roles and responsibilities.
2. Manage and maintain all portions of trails and trail systems that are on BLM lands to standards identified in *USDA Forest Service Trail Construction and Maintenance Notebook, 2007 Edition*.
3. Help facilitate and support the on-the-ground training for trail building as needed and agreed to annually.
4. Participate in on-the-ground examination and evaluation of trail issues with representatives of the Recreation District to identify opportunities for cooperative efforts on local BLM trails or sites as agreed to annually.
5. Support and facilitate the implementation of volunteer work projects such as the National Public Lands Day and other projects for BLM public land areas and Recreation District-managed lands.
6. Identify, facilitate, and support opportunities to improve or develop recreation sites and trail systems on BLM public lands as plans, budget, laws and management allow, using challenge cost share and other authorities.
7. Educate BLM staff about the Recreation District and encourage staff to collaborate with the Recreation District, local representatives, and affiliate organizations to identify opportunities for cooperation on mutually beneficial projects or activities.
8. Encourage trail enthusiasts to work closely with BLM staff during planning processes and make reasonable attempts to publicize active planning projects related to trail development through public scoping.
9. Provide the Meeker Recreation District technical natural resource management expertise and assistance as needed to facilitate land use planning efforts and recreation-related project planning or implementation. This technical assistance may consist of GIS mapping and analysis, botany, soils, or cultural surveys, and/or other technical assistance as needed.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. As part of this MOU the cooperators will develop an annual operating plan that will identify the goals and priority projects for the coming year.
2. The cooperators will coordinate with and involve volunteers in the planning, management and operation of trail opportunities. This can include signing, condition surveys, Adopt-A-Trail

programs, education efforts, construction, and maintenance activities.

3. The cooperators will seek grants for the further development and management of trails and trail based recreation opportunities, as appropriate.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

| | |
|-------------------------------|--|
| BLM | Recreation District's |
| <u>Project Contact</u> | <u>Project and Director Contact</u> |
| Aaron Grimes | Michael Weinbrecht |
| BLM-WRFO | ERBMPRD |
| Outdoor Recreation Planner | Executive Director |
| 220 E. Market Street | 101 Ute |
| Meeker, CO 81641 | Meeker, CO 81641 |
| Phone: 970-878-3837 | 970-878-3403 |
| FAX: 970-878-3800 | 970-878-3214 |
| E-Mail: agrimes@blm.gov | michaelw@meekerrecdistrict.com |

5. This MOU shall be subject to the laws of the United States and the State of Colorado, and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated; and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of any signatory party to this MOU.
6. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts all the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
8. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Cooperators will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
9. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Cooperators and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of any of the Cooperators and subsequent written concurrence of the others. Any of the Cooperators may terminate this MOU with a 30 day written notice to the others.
10. RESPONSIBILITIES OF PARTIES. The Cooperators will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner pursuant to this MOU.

11. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

In witness whereof, the parties sign and cause this MOU to be executed.

USDI Bureau of Land Management – White River Field Office

Kent Walter
Field Manager

Date

Eastern Rio Blanco Metropolitan Recreation and Park District

Michael Weinbrecht
Executive Director

Date

Agreements
Mau's

Meeker School District

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of October, 2014 ("Effective Date") by and between the Meeker School District Re-1, Meeker, Colorado, a school district established pursuant to the laws of the State of Colorado ("Lessor"), and the Eastern Rio Blanco Metropolitan Recreation & Park District, a special district organized pursuant to the laws of the State of Colorado ("Lessee"). Lessor and Lessee are referred to collectively herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the Lessor owns the real property and building located at 555 Garfield Street, Meeker, Colorado, known and described as Meeker School District Administration Building ("Admin Building"), and is willing and able to lease space in the Admin Building to the Lessee for Lessee's use in providing recreational programs and services to its constituents;

WHEREAS, the Lessee has a need for additional space to use in providing recreation programs and services to its constituents; and

WHEREAS, each Party has determined that this Lease will serve a public purpose and will promote the health, safety, and general welfare of the people and property within such Party's jurisdiction and the State of Colorado.

NOW THEREFORE, for and in consideration of the promises and conditions contained herein, the Parties agree as follows:

1. Demise and Description of the Leased Premises. In consideration of the payment of rent and the performance of the terms, conditions, and covenants set forth herein, the Lessor hereby grants to the Lessee the exclusive right and privilege to use the following premises ("Leased Premises") between the hours of 4:30 am and 9:00 pm, Sunday through Saturday:

The Admin Building gymnasium, storage closets, and stage (collectively, "Gymnasium"); the classroom located on the lower level, southwest corner of the Admin Building; and the men's and women's restrooms located on the lower level, west side of the Admin Building.

Lessee may use the hallways and common areas connecting the Leased Premises as necessary incident to its use of the Leased Premises, but shall not have an exclusive right to use such hallways and common areas.

2. Lessor's Reservation of Use. Notwithstanding paragraph 1 above, the Lessor reserves the right to use the Gymnasium during the each of the following three annual Meeker School District Re-1 functions (each a "District Function"):
 - a. Seven (7) consecutive days in the fall during Homecoming Week;
 - b. Seven (7) consecutive days in the spring during Prom Week; and
 - c. Three (3) consecutive days in the spring for the high school banquet.

If the Lessor elects to exercise its right to use the Gymnasium for a District Function, it must provide a written notice of intent to the Lessee at least 30 days prior to the first day of such District Function, and provide suitable storage space on the Lessor's premises for any of the Lessee's equipment or personal property required to be removed from the Gymnasium throughout the District Function. Failure to provide a prior written notice of intent in accordance with the terms of this paragraph 2 shall result in forfeiture of the Lessor's right to use the Gymnasium for the District Function.

3. Term and Termination. The term of this Lease shall be one year from the Effective Date. This Lease shall automatically renew for successive one year terms.

Either Party may terminate this Lease at any time during the initial term or any renewal term for any or no reason upon not less than 90 days prior written notice to the other Party; such termination shall be effective at 11:30 pm on the last day of the Lessee's brochure cycle ending after expiration of the 90 day notice period. This Lease shall remain in full force and effect throughout the termination period. The Parties' obligations pursuant to paragraphs 5 and 11 shall survive termination.

4. Rental Amount. Rent for the Leased Premises shall be payable monthly in the amount of One Thousand Two Hundred Dollars (\$1,200.00), commencing on October 1, 2014 and thereafter on the first day of each month during the term of this Lease, without notice. Notwithstanding the foregoing, during any month in which the Lessor exercises its reservation of right to use the Gymnasium pursuant to paragraph 2 above, the rental amount shall be prorated and reduced by one-half of the number of days of the Lessor's use.
5. Security Deposit. The Lessee shall deposit the sum of One Thousand Five Hundred Dollars (\$1,500.00) with the Lessor upon the Lessee's execution of this Lease as security for performance of the Lessee's obligations hereunder, including its obligation to pay rent and to maintain the Leased Premises in good condition, ordinary wear and tear excepted. In the event that the Lessee fails to perform such obligations, Lessor may apply all or part of the security deposit to curing such default, without prejudice to any other remedies available to Lessor pursuant to law or in equity. The Lessor shall return the unused portion of the security deposit, and an itemized statement for any used portion of the security deposit, within 45 days after termination of this Lease.
6. Use of Leased Premises. The Leased Premises are to be used for the sole and exclusive purpose of providing to the general public recreational facilities and programs and for no other purpose. The Leased Premises shall be open and available to the general public, without discrimination as to race, creed, national origin, color, gender, sexual orientation or transgendered status, disability, religion, or any other status protected by federal or state law. Subject to the terms of paragraphs 8 and 14 below, the Lessee, at its sole cost and expense, agrees to operate and maintain the Leased Premises in a safe, sanitary, neat, and good state of repair; the condition of the Leased Premises in general must be maintained to at least the same standard as immediately prior to execution of this Lease, ordinary wear and tear excepted.
7. Utilities. The Lessor shall be responsible for 100% of any and all public utilities charges, including water, electricity, and trash removal, incurred in connection with the operation and maintenance of the Leased Premises, and all activities thereon, and the Lessee shall not be responsible therefor.
8. Custodial Services. The Lessor shall provide and pay for up to five (5) clock hours of custodial services per week for general cleaning of the Leased Premises (for example, vacuuming/mopping, dusting, emptying trash, cleaning and sanitizing surfaces, cleaning and sanitizing bathrooms, *etc.*). The Lessee shall provide and pay for any custodial services in excess of 5 clock hours per week or any special cleaning of the Leased Premises (for example, carpet cleaning, buffing and waxing, cleaning windows, steam cleaning, *etc.*).
9. Supplies and Equipment. The Lessee shall be responsible at its sole cost and expense for supplying all equipment, supplies, and other personal property necessary for its use of the Leased Premises. The Lessor shall not be responsible for damage to the Lessee's equipment, supplies, or other personal property, except to the extent such damage is caused by the intentional or negligent act or omission of the Lessor, its elected or appointed officials, or its employees, agents, or representatives.
10. Insurance. The Lessee shall obtain and maintain in effect at all times during the term of this Lease a policy or policies of comprehensive bodily injury and personal injury insurance, wherein the Lessor, its elected and appointed officials, and its employees, agents, and representatives are named as additional insureds, with coverage of not less than a limit of One Hundred Fifty Thousand Dollars (\$150,000.00) combined single limit bodily injury for each occurrence subject to an aggregate limit of Six Hundred Thousand Dollars (\$600,000.00), and One

Hundred Fifty Thousand Dollars (\$150,000.00) combined single limit personal injury for each occurrence subject to an aggregate limit of Six Hundred Thousand Dollars (\$600,000.00). A policy providing for Six Hundred Thousand Dollars (\$600,000.00) of coverage via a primary policy plus an umbrella or allowing for excess policy coverage will satisfy this terms of this paragraph 10.

The Lessee shall provide the Lessor with a certificate(s) of insurance or duplicate original policy(ies) evidencing such coverage at the time of Lessee's execution of this Lease. Such certificates or policies shall provide that thirty (30) days prior written notice must be given to the Lessor via certified mail before cancellation, non-renewal, or material change of any policy.

11. Indemnity. To the extent permitted by law, the Lessee shall indemnify, defend, and hold harmless the Lessor, its elected and appointed officials, and its employees, agents, and representatives, from any and all damages, liabilities, penalties, costs, expenses, claims, demands, suits, and actions by or on behalf of any party or governmental authority due to or arising from the Lessee's performance of this Lease, the Lessee's use of the Leased Premises, or the conduct of the Lessee's business, or from any work, activity, or thing done, permitted, or suffered by the Lessee in or about the Leased Premises, except for injuries and damages caused by the sole negligence of the Lessor, its elected or appointed officials, or its employees, agents, and representatives. To the extent permitted by law, the Lessor shall indemnify, defend, and hold harmless the Lessee, its elected and appointed officials, and its employees, agents, and representatives, from any and all damages, liabilities, penalties, costs, expenses, claims, demands, suits, and actions by or on behalf of any party or governmental authority due to or arising from the Lessor's performance of this Lease, the Lessor's use or maintenance of the Leased Premises, or the conduct of the Lessor's business, or from any work, activity, or thing done, permitted, or suffered by the Lessor in or about the Leased Premises, except for injuries and damages caused by the sole negligence of the Lessee, its elected or appointed officials, or its employees, agents, and representatives.
12. Governmental Immunity. Nothing in this Lease is intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their past or present elected and appointed officials, and their employees, agents, and representatives, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
13. Alterations. The Lessee shall have the right to move in equipment and other personal property necessary for the use of the Leased Premises; however, the Lessee may not install equipment, make alterations of a fixed or permanent nature (including, without limitation, painting and installing carpeting or other flooring), or attach objects to the ceilings, floors, or walls of the Leased Premises (collectively, "alterations") without first obtaining Lessor's written consent to such alterations. All equipment and personal property placed by the Lessee at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the Leased Premises that may be removed without damage, shall remain the property of the Lessee, and the Lessee shall have the right, at any time during the term of this Lease or upon termination of the Lease, to remove all such equipment and personal property.
14. Maintenance. The Lessor shall be responsible for maintenance and repair of the Leased Premises at the Lessor's sole cost and expense; provided however, that the Lessee shall be responsible for the cost and expense of any maintenance or repair necessitated as a result of the intentional or negligent act or omission of the Lessee, its elected or appointed officials, or its employees, agents, representatives, or invitees. The Lessee shall promptly notify the Lessor of any maintenance or repair that the Lessee actually knows is necessary to the Leased Premises, and shall be responsible for any additional maintenance or repair costs incurred by the Lessor as a direct result of the Lessee's failure to so notify the Lessor. Additionally, Lessee shall maintain the gymnasium floor in good condition and shall redeliver the gymnasium with a finished floor within a reasonable period of time after termination of this Lease.
15. Damage or Destruction of the Leased Premises. In the event the Leased Premises are rendered untenable or unfit for the Lessee's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue

to the Lessor from the date of such fire or casualty. In the event the Leased Premises are damaged by fire or other casualty, or there is a partial destruction of the Leased Premises, as to rendered the Leased Premises partially untenable or partially unfit for the Lessee's purposes, either Party may, within ten (10) business days of such occurrence, terminate this Lease by giving written notice to the other Party. Such termination shall be effective not less than ten (10) business days from the date of such notice.

16. Condemnation. In the event that of a condemnation or other taking of the Leased Premises by any governmental agency, all proceeds shall be paid to the Lessor, and the Lessee waives any right it may have to any such payments.
17. Notice. All notices or other communications required or permitted by this Lease shall be deemed given as and when such notice or other communication is personally delivered or mailed by registered or certified mail, return receipt requested, as follows:

Lessee: ERBM Recreation & Park District
Attn: Executive Director
Meeker Recreation Center
101 Ute Road
Meeker, Colorado 81641

Lessor: Meeker School District Re-1
P.O. Box 1089
555 Garfield
Meeker, Colorado 81641

18. Sublease. The Lessee shall not sublet or assign its interest or right to the Leased Premises or any part thereof without the prior written consent of the Lessor.
19. Access. The Lessor shall have the right to enter upon the Leased Premises between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for the purpose of inspecting the same, without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.
20. Default, Redelivery, and Holdover. If either Party defaults in its performance under this Lease, the non-defaulting Party, at its option, may immediately terminate this Lease or may elect to treat this Lease as being in full force and effect. If the non-defaulting Party elects to treat this Lease as being in full force and effect, the non-defaulting Party shall have the right to bring an action for specific performance or damages or both. Notwithstanding the foregoing, the defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within then (10) business days after the date of the non-defaulting Party's notice of default or termination.

At expiration or termination of this Lease, the Lessee shall quietly and peaceably quit and surrender to the Lessor the Leased Premises, in good order and condition, subject to the provisions of this Lease Agreement. If the Lessee fails to vacate the Leased Premises upon expiration or termination of this Lease, the Lessee shall be a month-to-month tenant and subject to all of the laws of the State of Colorado applicable to such tenancy. The rent to be paid by the Lessee during such continued occupancy shall be the same as the amount of rent being paid by the Lessee immediately prior to the beginning of the continued occupancy. No payment of money by the Lessee after the termination of this Lease shall reinstate, continue, or extend the term of this Lease or affect any notice given to the Lessee before the payment of such money. It is agreed that after the service of notice, the commencement of a suit, or a final judgment granting Lessor possession of the Leased Premises, or after any other exercise of Lessor's rights and remedies hereunder, then the payment of such money, whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or judgment.

21. Attorneys Fees. If any action at law or in equity shall be brought to recover any rent under this Lease or for or on account of any dispute arising under the terms of this Lease, the prevailing Party shall be awarded, in addition to

any other damages or costs, its reasonable attorneys' fees and costs, including any attorneys' fees and costs incurred in collecting upon any judgment, order, or award.

22. Late Charges. In the event any payment required to be paid by the Lessee hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of 5% of the payment will be paid by the Lessee.
23. Rules, Regulations, and Ordinances. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances in the performance of their obligations under this Lease. The Lessee, its elected and appointed officials, and its employees, agents, and representatives, shall further comply with the Lessor's rules and regulations regarding smoking and tobacco use and possession at the Admin Building, and with all "no parking" signs and other traffic control measures at the Admin Building. The Lessee shall make reasonable efforts to ensure that its invitees comply with the same.
24. Non-Appropriation. All direct and indirect financial obligations of a Party under this Lease are subject to appropriation, budgeting, and availability of funds to discharge such obligations. No provision of this Lease shall be construed or interpreted: (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.
25. Party Not an Agent. This Lease does not establish a separate legal entity; nor does it make either Party an agent of the other Party for any purpose whatsoever.
26. Authority. The Parties warrant that they possess the legal authority to enter into this Lease and that they have taken all actions required by their procedures, bylaws, governing statutes, and/or other laws to exercise their authority, and to lawfully authorize their undersigned signatories to sign this Lease. The persons signing this Lease on behalf of the Parties hereby represent, warrant, and guarantee that they have full authorization to do so.
27. Governing Law. This Lease shall be governed by and construed under the laws of the State of Colorado. Exclusive jurisdiction and venue of any proceeding concerning this Lease shall be in the Rio Blanco County District Court.
28. Waiver of Rights. Failure of a Party to exercise any right or remedy hereunder shall not impair any of its rights nor be deemed a waiver thereof. Waiver of a breach of this Lease shall not be effective unless in writing and signed by the Parties, and shall not be construed as a waiver of any subsequent breach, whether of the same or a different provision.
29. Additional Provisions. This Lease constitutes the entire agreement between the Parties and supersedes all other agreements and communications either oral or written between the Parties with regard to its contents, and there are no covenants, conditions, or agreements between the Parties except as set forth herein. This Lease may be amended or modified only by a writing signed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification to this Lease. This Lease shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Lease shall give or allow any such claim or right of action by any other third party on this Lease. It is the expressed intention of the Parties that any person or entity other than the Parties receiving services and benefits under this Lease shall be deemed an incidental beneficiary only. If any provision of this Lease is held invalid or unenforceable, all other provisions shall continue in full force and effect. This Lease may be signed in counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

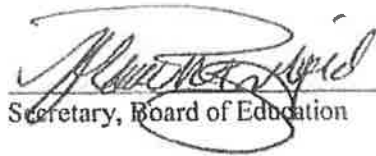
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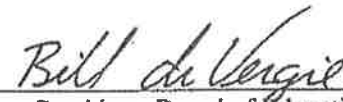
IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the date first above written.

LESSOR:

Meeker School District Re-1

Attest:


Secretary, Board of Education

By: 
President, Board of Education

Date: October 21, 2014

LESSEE:

ERBM RECREATION & PARK DISTRICT

Attest:


Secretary, ERBM Recreation & Park District

By: 
President, ERBM Recreation and Park District

Date: November 6, 2014

RIO BLANCO COUNTY
Main → Equipment
Shedding
3/22/16
Autorenew S

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF RIO BLANCO
COUNTY, COLORADO AND ERBM RECREATION AND PARK DISTRICT**

This Memorandum of Understanding, herein referred to as "MOU" entered this 14 day of March, 2016, by and between the Board of County Commissioners of Rio Blanco County, Colorado, hereinafter referred to as "County" located at 200 Main Street, Meeker, Colorado, 81641, and ERBM Recreation and Park District, a political subdivision of the State of Colorado, hereinafter referred to as "ERBM", located at 101 Ute Road, Meeker, Colorado, 81641. County and ERBM may be referred to individually as "Party" or collectively as "Parties".

WITNESSETH THAT:

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1, Title 29, C.R.S., and Section 29-1-201 et seq., C.R.S., encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, ERBM sponsors various programs and projects in Rio Blanco County, including but not limited to, Summer Baseball and Softball, Range Call events, Spring Social, Holiday Social, Father Daughter Dinner, Community Appreciation Day and Concerts; and,

WHEREAS, County sponsors or is involved in various programs and projects, including but not limited to the Rio Blanco County Fair, various Fourth of July/Range Call events, Meeker Sheepdog Classic, Meeker Classic NCA National Cattledog Finals; and,

WHEREAS, ERBM and County from time to time, each have various items of equipment which they share the use of for different events and projects.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this MOU the Parties hereby agree as follows:

A. ERBM AGREES:

To provide to County the following ERBM equipment free of charge:

1. Three bleachers for use during the Range Call Celebration, Meeker Sheepdog Classic and Meeker Classic NCA National Cattledog Finals, and other events as needed.
2. One Portable Stage for use during Range Call.
3. Additional pieces of equipment owned by ERBM and additional periods of use may be negotiated and added to this MOU from time to time.

B. COUNTY AGREES:

To provide to ERBM the following County equipment free of charge:

1. Two bleachers for use at the Paintbrush Park Softball and Baseball fields during the summer season.
2. One Portable Stage kept at the Fairfield Center to be used during special events sponsored by ERBM including: Spring Social, Holiday Social, Father-Daughter Dinner and Range Call.
3. One Pull Behind Two Man Lift for use during ERBM's maintenance week and for tree trimming.

4. Additional pieces of equipment owned by County and additional periods of use may be negotiated and added to this MOU from time to time.

C. COUNTY AND ERBM AGREE:

1. The Parties each agree to provide the other of anticipated date(s) that the use of the equipment is requested. If the use of the equipment has not already been committed, the equipment shall be made available to the requesting Party.
2. The requesting Party shall be solely responsible for any pickup, setup and breakdown and return of the equipment.
3. The requesting Party shall reimburse the other Party for any repairs to, or replacement of the equipment, made necessary as a result of damage caused to the equipment during requesting Party's period of use.

D. TERM AND TERMINATION:

1. The term of this MOU shall commence on the date the last party approves and signs it, and shall continue until terminated as provided for herein.
2. This MOU may be terminated by either Party upon 30 days prior written notice to the other Party, except that, neither Party may terminate this MOU after the terminating Party has received notice of a requested use of the other Party's equipment.

E. NOTICE:

1. Any notice permitted or required by this MOU shall be in writing and sent to the Parties at their addresses.
2. Notice shall be deemed given after 72 hours of having been deposited in the United States Mail or if sent electronically via email to the following addresses:

Rio Blanco County
Bill Jordan
P.O. Box 270
Meeker, CO 81641
970-878-9500
EMAIL: bill.jordan@rbc.us

ERBM Recreation and Park District
Sean Von Roenn
101 Ute Road
Meeker, CO 81641
970-878-3403
EMAIL: seanv@meekerrecdistrict.com

F. RELATIONSHIP OF THE PARTIES:

By entering into this MOU, the Parties are not creating and shall not be deemed or construed as creating, a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this MOU.

G. GOVERNMENTAL IMMUNITY:

This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by ERBM and County, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

STATE OF COLORADO



ATTEST:

Boots M. Campbell
Boots M. Campbell, Clerk & Recorder

**BOARD OF COUNTY COMMISSIONERS OF
RIO BLANCO COUNTY, COLORADO**

[Signature]
Shawn J. Bolton, Chairman

[Signature]
Jon D. Hill, Commissioner

[Signature]
Jeffrey D. Eskelson, Commissioner

**ERBM Recreation and Park District,
A political subdivision of the State of Colorado**

[Signature]
By: Sean Von Roenn, Executive Director

3/22/16
Date