



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

**Revised**

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City Council Chambers  
202 Railroad Avenue  
Rifle, CO

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**REGULAR MEETING  
May 7, 2014**

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

6:00 P.M.            Discuss Rifle Water Rights Portfolio (Jim Neu and Michael Sawyer)

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

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

- 7:00 p.m.            1.    Regular Meeting Call to Order and Roll Call
- 7:03 p.m.            2.    Consent Agenda – consider approving the following items:
- A. Minutes from the April 16, 2014 regular meeting
  - B. Youth Week proclamation
  - C. Police Week proclamation
  - D. Liquor license renewals: Kum & Go #4923; Kum & Go #4924
  - E. Set public hearing on application for liquor license at 1725 Railroad Avenue by Farm Fresh Café & Steakhouse
  - F. Special Event Liquor Permit: BPOE Lodge Rifle Elks Lodge No. 2195 for May 16 and 17, 2014 (approve permit; cancel public hearing listed in Item 8 below)
  - G. Transfer liquor license from Sports Corner to Big Kids Corner Bar, LLC at 100 West 3<sup>rd</sup> Street
  - H. Grant agreement with Garfield County Federal Mineral Lease

District (GCFMLD) regarding 16<sup>th</sup> Street Reconstruction Project – Resolution No. 6, Series of 2014

- I. Grant agreement with GCFMLD regarding digital conversion of Channel 10 equipment – Resolution No. 7, Series of 2014
- J. March 2014 Sales Tax Report
- K. March 2014 Financial Report
- L. Accounts Payable

- 7:08 p.m. 3. Citizen Comments  
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Youth Week proclamation (Elks Lodge officer Todd Saunders)
- 7:20 p.m. 6. Police Week proclamation (John Dyer)
- 7:25 p.m. 7. Receive presentation from foreign exchange student Bryan Navarette
- 7:35 p.m. 8. Consider drafting scoping letter for Bureau of Land Management Environmental Impact Statement (County Commissioner Jankovsky; County Oil & Gas Liaison Kirby Wynn)
- 7:45 p.m. 9. Public Hearing – Consider Special Event Liquor Permit Application – BPOE Lodge Rifle Elks Lodge No. 2195 for May 16 and 17, 2014 (Lisa Cain) – Council will cancel this hearing if it approves the permit in Consent Agenda Item G above
- 7:50 p.m. 10. Consider Deerfield Park bleacher purchase (Tom Whitmore)
- 8:05 p.m. 11. Consider Police Department infrastructure purchase (Buzz Kehoe)
- 8:15 p.m. 12. Consider adopting 2014 Strategic Plan
- 8:25 p.m. 13. Consider Facility Closure Agreement with Cacaloco Enterprises, Inc. (Jim Neu)
- 8:35 p.m. 14. Administrative Reports
- 8:45 p.m. 15. Comments from Mayor and Council
- 8:55 p.m. 16. Executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) (Matt Sturgeon)

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

**Next Regular Meeting of Council: May 21, 2014 at 7:00 p.m.**



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May 1, 2014

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

Re: Comprehensive Water Rights Report for City of Rifle

Dear Mayor Winkler and City Council:

Shortly after the turn of the last century, the City of Rifle began providing municipal water service to its residents and businesses. The original water service for the City was made possible by acquiring an interest in the Starke Ditch which diverts off of Beaver Creek on the south side of the Colorado River. After a prolonged court fight, the City won the right to divert the Starke Ditch higher up on Beaver Creek at an elevation that would allow for gravity flow to the Taughenbaugh Mesa water treatment plant. From there treated water was piped to City users. Over time, the Beaver Creek water supply was unable to meet the City's water needs. Eventually a Colorado River water supply was acquired by the City with treatment at the Graham Mesa plant. In order to meet the City's current water needs and to plan for future growth, the City is constructing a state of the art water treatment plant with the Colorado River being its exclusive source of supply. After the new water treatment plan is on-line, the existing Taughenbaugh Mesa and Graham Mesa water treatment plants will be decommissioned.

This report discusses the water rights that provide the legal water supply for the City of Rifle. The report also articulates the growth that can be facilitated with the City's existing water rights and explains certain challenges that the City faces in maintaining its legal water supply.

This report (including exhibits), the report from Leavenworth & Karp dated May 4, 2009, and the Water Master Plan prepared by Schmueser Gordon Meyer dated December 2006, constitutes an update to the Water Supply Plan adopted by the City in 2009 in conformance with House Bill 08-1141 (C.R.S. §29-20-304) and C.R.S. §30-28-133(3)(c) and (d).

**SCOPE OF EVALUATION AND REPORT LIMITATIONS**

- A.** This report addresses the legal sufficiency and reliability of the City's water rights as the same are associated with existing water diversion and supply structures.
- B.** This report does not constitute an opinion regarding title to the City's water rights. However, in the course of our review, we did not discover any facts or circumstances which would give rise to title concerns. An evaluation of the title to water rights is recommended prior to the transfer of any new water rights to the City.
- C.** We are familiar with the City's water diversion facilities, but no recent physical inspection of the facilities was conducted for this report.
- D.** We met and discussed the City's diversion facilities and current water rights and related issues discussed in this report with Michael Erion of Resource Engineering (the City's water resource engineer).
- E.** We have not investigated any issues relating to water quality or the potential impact of water quality laws and regulations.
- F.** Use of water in the Colorado River in the area of Rifle continues to be subject to potential restrictions due to the Endangered Species Act associated with the native Colorado River endangered fish species. Colorado River water uses and Endangered Species Act compliance is addressed in a river-wide "Recovery Program" which has both enacted programs to benefit the endangered fish and established limits on future consumptive uses of Colorado River water. "Critical habitat" has been designated by the U.S. Fish and Wildlife Service in a reach of the Colorado River which extends from the Utah state line upstream to the Highway 13 bridge over the Colorado River. The City's Colorado River Intake diversion structure (which will also be used to supply the new water treatment plant) is located upstream from that "critical habitat." This report assumes that the Recovery Program's objectives can be met without any further restrictions on the use of water from the Colorado River.
- G.** This report is intended for use by the City of Rifle only, and not for the use or reliance of any third party.

**INTRODUCTION TO COLORADO WATER LAW**

Pursuant to the Colorado Constitution, the people of the State own all of the water in Colorado. With certain exceptions which are not relevant to the City's circumstances, mere land ownership does not give the landowner any right to water under his property or flowing through that property. Instead, the Colorado Constitution provides that water users can acquire a right to divert water for beneficial use. This is referred to as a "water right."

Colorado adheres to the “doctrine of prior appropriation.” Under this legal doctrine, water rights are created by intent to place water to beneficial use, action to implement that intent (usually the location or construction of diversion facilities or the filing of a water court application), and actual beneficial use of water. For a water right to be enforceable against other water rights, it must be decreed by the water court.

The priority of a water right is extremely important. In times of scarcity, Colorado allocates water based upon the rule “first in time, first in right.” That means that the older a water right is, it has priority to receive water when more junior water rights are “called out.” The Colorado River and the side tributaries that flow through Rifle and the surrounding area are “over appropriated.” This means that at certain times of year there is more demand for water in a creek or river than there is available water supply. In such situations, more senior water rights place a “call” and junior water rights are curtailed. Water supplies are particularly limited in the months of July, August and September when mountain snowpack has melted and agricultural irrigation demands are high.

Colorado adheres to the doctrine of maximum utilization of water – so that limited supplies can meet the water needs of the most people. As part of creating flexibility in allocating limited water resources, the legislature created the legal concept called an augmentation plan. An augmentation plan allows certain junior water rights to divert out-of-priority so long as replacement water supplies are made available to prevent injury to senior water rights. There are two primary sources of replacement (or augmentation) water supplies: (a) water stored in a reservoir that is released to offset out-of-priority diversions from a junior water right and (b) consumptive use credits that relate to “drying up” historically irrigated lands and transferring the consumptive use associated with the irrigation to a new use (such as municipal use). The City of Rifle has the ability to utilize both reservoir water supplies and consumptive use credits to allow its junior water rights to divert in times of shortage.

Water rights are either “absolute” or “conditional.” An absolute water right is a water right that has been applied to beneficial use which has subsequently been confirmed by the water court. Once a water right has been made absolute, no further water court action is necessary to keep the water right viable so long as it continues to be applied to beneficial use consistent with the terms of its original decree. A conditional water right represents the existence of an intent to beneficially use water at some point in the future that has been adjudicated by the water court. For conditional water rights to remain viable after they are initially decreed, the owner must apply to the water court every six years and demonstrate “diligence” – that is, continued actions and intent to apply the water to the decreed beneficial use within a reasonable period of time. Findings of diligence allow the conditional right to retain its original priority date and gives the owner an additional six years to implement the conditional water right.

### **RIFLE’S MUNICIPAL WATER RIGHTS**

The City of Rifle owns several water rights that are used to provide water service to the City’s customers. This report breaks the City’s water rights into three categories. The first category is those water rights that are diverted into one of Rifle’s treatment plants for use in the City’s treated

water system. The second category is those water rights that are used outside of the City’s treated water system – primarily for raw water irrigation purposes. The third category is those water rights used at the Rifle Mountain Park.

**I. Water Rights Used in City’s Treated Water System**

The City owns several valuable water rights that allow for diversions of water into the Rifle treated water system. The City’s primary water rights are associated with the Colorado River Intake. The Colorado River Intake currently provides water to the Graham Mesa water treatment plant. The Colorado River Intake will also provide water to the new water treatment plant. Also, the City diverts water from Beaver Creek for use in the Taughenbaugh Mesa water treatment plant. After the new water treatment plan is brought on-line, the Taughenbaugh Mesa plant will be decommissioned and the City will seek to divert its Beaver Creek water rights at the Colorado River Intake.

**A. Colorado River Intake.**

The City’s major diversion structure is the Colorado River Intake facility located on the north side of the River east of Highway 13. This facility was brought on-line in the early 2000s and it utilizes a former gravel pit pond to provide a water reservoir to balance out diversion needs. The intake has a pumping diversion capacity of 8.69 c.f.s., which will produce approximately 13.6 acre feet per day (4.4 MGD). The water diverted at the Intake is delivered to and treated at the Graham Mesa Treatment Plant. The Colorado River Intake will be upgraded as part of the construction of the new water treatment plant. Maximum diversions from the intake will increase to 16.6 c.f.s. The City’s new wastewater treatment facility will be able to treat 6.0 MGD to 8.0 MGD.

The water rights tabulated below are divertable at the Colorado River Intake.

Structure	Source	Case Number	Diligence Decrees	Adj. Date	Appro. Date	Amount	Use
Excelsior Ditch	Colorado River	CA103 CA 1071 CA 2601 W-3389 04CW193	N/A	05/11/1889	11/05/1883	1.6 c.f.s. absolute	municipal
Rifle Pipeline	Colorado River	CA 3322 CA 3344 W-3388 04CW193	N/A	08/15/1940	10/01/1939	1.0 c.f.s. absolute	municipal
Rifle Pipeline	Colorado River	CA 4004 W-3388 04CW193	N/A	09/05/1952	02/05/1949	7.5 c.f.s. absolute	municipal

Structure	Source	Case Number	Diligence Decrees	Adj. Date	Appro. Date	Amount	Use
Rifle Pipeline	Colorado River	CA 4004 W-3388 04CW193	W-728 W-728-77 80CW203 84CW156 94CW293 01CW104 07CW193	09/05/1952	02/05/1949	7.5 c.f.s. conditional	municipal
Starke Ditch 1 <sup>st</sup> Enlarge	Colorado River	CA 4954 81CW193 04CW193	N/A	07/09/1965	06/01/1936	1.0 c.f.s. absolute	municipal
Colo. River Intake 1 <sup>st</sup> Enlarge	Colorado River	81CW437 04CW193	86CW96 90CW92 96CW228 03CW006 10CW114 04CW193	12/31/1982	12/16/1981	23.1 c.f.s. conditional	municipal
Rifle Pond	Colorado River	04CW193	14CW3014	12/31/2004	12/18/2002	26.3 acre feet	Evaporation recreation fishery

The water rights that divert at the Colorado River Intake generally are capable of diverting without implementing the City’s augmentation plan. The Excelsior Ditch is one of the water rights owned by the City that is senior to the Colorado River Compact. The Compact, which was signed in 1922, is an interstate agreement that allocated unappropriated water from the Colorado River system among each of the participating states: the Upper Basin states of Colorado, New Mexico, Utah and Wyoming; and the Lower Basin states of Arizona, California and Nevada. Under the Compact, both the Upper Basin states and the Lower Basin states have the right of beneficial use of 7.5 million acre feet of water from the Colorado River and its tributaries. The Compact became effective upon approval by the United States Congress in 1929 in the Boulder Canyon Project Act, 43 U.S.C. § 617-1, and has the force and effect of an act of Congress. The Colorado River Compact places the risk of insufficient water to meet the rights of use on the Upper Basin states. Thus, in the event that over a rolling 10 year period an average of 7.5 million acre feet of water has not been made available to the Lower Basin, the prospect of a “compact call” against the Upper Basin occurs (a situation where water uses in the Upper Basin would be curtailed so that water could flow to the Lower Basin states). The Compact’s implementing documents exempt from a compact call a state’s water rights that were “perfected” (beneficially used) prior to November 24, 1922, the date that the Colorado River Compact was signed. Thus, in the event of a compact call, the City’s diversions under the Excelsior Ditch would continue to occur.

In addition to curtailment of water rights by a compact call, there are times of the year that portions of the City’s water rights are junior to other senior Colorado River water rights and therefore subject to being called out. Fortunately, after the Excelsior Ditch, the next two water rights that the City relies on at the Colorado River Intake – the Rifle Pipeline water rights adjudicated in 1940 and 1952 – are protected by the Green Mountain Reservoir Historic User Pool. The U.S. Bureau of Reclamation’s “Historical Users’ Pool,” or “HUP,” is a portion of the 100,000 acre-foot “power pool,” or “West Slope pool,” that is stored in Green Mountain Reservoir. Green Mountain Reservoir is located on the Blue River, an upstream tributary of the Colorado River. Green Mountain Reservoir was constructed by the Federal government as part of the Colorado-Big Thompson Project (which diverts water from the Colorado River basin to Northeastern Colorado. The HUP was established in “Senate Document 80” as a means of compensating West Slope water users for Colorado River water supplies diverted to the Front Range. The HUP operates by releasing water from Green Mountain Reservoir to augment certain West Slope water uses and prevent them from being called out. This augmentation water supply is provided free of charge. To qualify, a water right must have been placed to beneficial use by 1977. For qualifying water rights, the Bureau of Reclamation releases augmentation water and the Division of Water Resources does not enforce a call against the benefitted water rights.

The City of Rifle also owns several water rights on the Colorado River that have not yet been placed to beneficial use (therefore they remain conditional) that can facilitate future growth. These water rights include the Rifle Pipeline (decreed for 7.5 c.f.s. conditional) and the Colorado River Intake 1<sup>st</sup> Enlargement (decreed for 23.1 c.f.s. conditional). Between these two conditional water rights the City possesses substantial additional ability to divert water from the Colorado River for municipal water purposes. Both of these water rights are junior to calling rights on the Colorado River and, under their own priority, would not provide a full summer water supply. The 7.5 c.f.s. Rifle Pipeline water right is arguably protected by the HUP. Both water rights qualify to be covered under the City’s augmentation plan discussed below.

**B. Beaver Creek System.**

The City also operates diversion and treatment facilities on Beaver Creek. The facilities have a diversion capacity of at least 2 c.f.s., and design treatment capacity of approximately 3.07 acre feet per day (1.0 MGD) and a maximum production capacity of 1.53 acre-feet per day (0.5 MGD). However, the treatment capacity of the Taughenbaugh Mesa water treatment plant is constrained by water availability on Beaver Creek. The rights associated with that system are listed below.

Structure	Source	Case Number	Adj. Date	Appro. Date	Amount(s)	Use
Starke Ditch	Beaver Creek	CA 89 CA 1205 CA 3050	05/05/188 8	03/30/188 3	1.0 c.f.s. absolute	municipal

Structure	Source	Case Number	Adj. Date	Appro. Date	Amount(s)	Use
		79CW91				
Starke Ditch 1 <sup>st</sup> Enlarge Pipeline	Beaver Creek	CA 4954 81CW17	07/09/196 5	06/01/193 6	1.0 c.f.s. absolute	municipal

One of the reasons for the new water treatment plan is physical water supply limitations on Beaver Creek. This stream consistently lacks sufficient water to meet water demands throughout much of the year. While the City’s original Starke Ditch water right is relatively senior on the Creek, there often is not sufficient water supply in the creek to allow the City to divert the full amount of water to which it is entitled. As such, physical water supply on Beaver Creek limits the amount of water that can be treated at the Taughenbaugh Mesa plant.

The City’s Beaver Creek water use is governed by a set of complex and interlocking agreements. In a letter dated January 22, 2001, we reported to the City Manager and Public Works Director on that history. A copy is attached as Exhibit A. Ultimately, after the new water treatment plant is brought on-line, the Taughenbaugh Mesa plant will be decommissioned. The Starke Ditch water right is valuable to the City because it is a pre-Colorado River Compact water right. As such, in the near future the City will seek an alternate point of diversion for the Starke Ditch at the Colorado River Intake. This will require a water court case that may be contested by other water users on Beaver Creek. We will coordinate with Council at the appropriate time on the steps needed to preserve the Starke Ditch water right for the City’s continued use.

**C. City’s Plan for Augmentation**

As discussed above, a junior water right can continue to divert water despite a call from a senior water right by having a plan for augmentation adjudicated by the water court that makes replacement water supplies available to meet senior calls. In the early 1980s, the City adjudicated a water court decree in Case No. 83CW110 that approved a plan for augmentation. The plan for augmentation contemplates that, together with other water rights owned by the City, the City can legally divert water to supply the municipal requirements of a population of approximately 14,100 persons. The plan was later amended in Case No. 93CW332 to make minor corrections in the description of the amounts of the City’s ownership in certain water rights. Copies of both decrees are attached as Exhibit B.

The City’s augmentation plan primarily uses “consumptive use credits” associated with the dry up of land historically irrigated by ditches on Rifle Creek to provide replacement water supplies to the Colorado River. Under the plan, a portion of various senior water rights on Rifle Creek will divert less water into their ditches (due to the dry up of lands described in the augmentation plan). This water will then be allowed to flow down Rifle Creek and into the Colorado River to make up for depletions in the City’s municipal water system attributed to diversions under junior water rights. The augmentation plan also uses a portion of the City’s contracts for storage in Ruedi Reservoir. Together, these sources can be made available to allow the City’s junior water rights to

divert water into the municipal water system at times when there is a senior call on the Colorado River.

Resource Engineering provided a report analyzing the population that can be served utilizing the City’s water rights and plan for augmentation together with the remaining portion of the City’s Ruedi Reservoir contracts that have not been incorporated into the plan for augmentation. The report (attached as Exhibit C) is premised upon a call scenario of 159 days. Based upon a standard equivalent residential unit assumption and the City’s current demand per capita, the Resource Engineering report estimates that the City can serve a population in excess of 26,000 people. In 2011, the City acquired an additional 200 acre-foot contract for water in Ruedi Reservoir (50 acre-feet more than was contemplated in the final paragraph of the Resource Engineering report). Thus, using the assumptions in the Resource Engineering report, the City can conservatively serve a population of over 26,000 people.

The assumption on the population that can be served with the City’s water rights assumes that the City will not acquire any additional water rights as lands are annexed and developed in Rifle. The Rifle Municipal Code contemplates that new developments must dedicate to the City water rights to offset their use of the City’s water resources. In some situations, the City accepts a “fee in lieu” of water right dedication. These fees can be used to purchase water rights that may come available for purchase. As the City grows, the City should aggressively require dedication of water rights to add to its water rights portfolio. This will allow the population that the City can serve with water to be extended beyond the 26,000 people described above.

**II. City’s Water Rights Used for Raw Water Irrigation**

The City of Rifle owns several water rights that are (or can be in the future) used for raw water irrigation. In certain situations, raw water irrigation can be financially advantageous to the City as opposed to irrigating from the treated water system. The City has two areas that are irrigated with raw water.

**A. Deerfield Park Irrigation System.**

The City has developed a raw water irrigation system for this park. The rights associated with that system are listed below.

Structure	Source	Case Number	Adj. Date	Appro. Date	Amount(s)	Use
Wisdom Ditch Priority No. 73	Rifle Creek	93CW333	05/11/1889	04/01/1883	1.07 c.f.s. absolute	irrigation
Wisdom Ditch Priority No. 91	Rifle Creek	93CW333	05/11/1889	02/26/1887	0.07 c.f.s. absolute	irrigation

Structure	Source	Case Number	Adj. Date	Appro. Date	Amount(s)	Use
Deerfield Park Irr. Pump	Rifle Creek	83CW146	12/31/1983	11/04/1982	0.46 c.f.s. absolute	irrigation

When Deerfield Park was originally developed, it was irrigated using a pump in Rifle Creek (the Deerfield Park Irrigation Pump). As the park expanded, a pond was constructed in the park into which Wisdom Ditch water is diverted and then pumped into the irrigation system. The Wisdom Ditch water rights owned by the City were acquired from various developers. These water rights were included in the City’s plan for augmentation. As such, to the degree a portion of the Wisdom Ditch water rights are used for raw water irrigation at Deerfield Park, a portion of the consumptive use is not available to the augmentation plan. At the current time, this does not pose a problem to the City.

The Deerfield Park pond acts as an irrigation regulation structure. Arguably, the evaporative losses from this pond are exempt from administration. However, at some point in the future additional water features may be developed at Deerfield Park or the area of raw water irrigation may be expanded. At that time, the City should undertake an augmentation plan for the park, the pond and associated water uses.

**B. Cemetery System.**

The City has a separate raw water irrigation system to supply the City’s cemetery. The rights associated with that system are listed below.

Structure	Source	Case Number	Adj. Date	Appro. Date	Amount(s)	Use
Rifle Creek Canyon Ditch Pri. 54	Rifle Creek	CA103 83CW110	05/11/1889	02/15/1886	0.15 c.f.s. absolute	irrigation
Vetter Ditch Pri. 73	Rifle Creek	CA 103 CA 1775 83CW110	05/11/1889	05/16/1886	0.15 c.f.s. absolute	irrigation

The raw water irrigation system that provides water to the cemetery also irrigates a few acres of nearby park land. Water is derived from the Rifle Creek Canyon Ditch and placed in settling tanks located near the Homestead development. The water is then piped to the cemetery where it is able to irrigate lands under gravity pressure. Further expansion of this raw water irrigation system would require a water court approval.

**C. Centennial Park System.**

The City uses raw water from Rifle Creek to irrigate portions of Centennial Park. This is accomplished, in part, by a pump that has been installed in the headgate structure for the Pioneer Ditch. Pioneer Ditch water is diverted for irrigation use along Rifle Creek. The area of Centennial Park irrigated by the Pioneer Ditch is technically not part of the Pioneer Ditch historically irrigated area. However, a portion of the Pioneer Ditch water right was changed in the City’s augmentation plan to augment depletions (including irrigation) within the City’s service area. As such, use of this water can be deemed consistent with the City’s augmentation plan.

**III. City’s Water Rights for Rifle Mountain Park**

The City provides a domestic water supply at the Mountain Park from an “exempt” ground water well. The well permitted as No. 174228 was drilled and completed in 1994 and can legally supply up to 15 g.p.m. for drinking water purposes up to one-third (1/3) of an acre foot (108,600 gallons) per year. An exempt well means that diversions from this well are exempt from administration under the priority system.

Originally, the community building in Rifle Mountain Park was served by the Rifle Creek Pipeline No. 2, which was adjudicated for 0.2 c.f.s. for domestic, fire protection and municipal purposes in 1952 in Civil Action No. 404. However, for health reasons, the City terminated the use of the spring and switched to the well referred to in the preceding paragraph.

The City is currently an opposer in water court to a case filed by the Colorado Division of Parks and Wildlife (“CDPW”). CDPW is seeking water rights for the fish hatchery that have their origins on the Rifle Mountain Park property. City staff are concerned that the diversion of water on City property could have a negative impact on the park and its water resources. As this case develops, staff will update Council on actions that may be taken to protect the City’s interests.

**IV. Additional Water Rights Owned by City**

Subsequent to the adjudication of the City’s augmentation plan in the 1980s, the City acquired additional irrigation water rights, which are listed below in order of their seniority. In addition, the next table below lists additional unchanged rights in the Loesch and Crann Ditch Company.

Structure	Source	Case No.	Adj. Date	Appro. Date	Amount	Use
Rifle Creek Canyon 2 <sup>nd</sup> Enlarg. Priority	Rifle Creek	CA103	05/11/1889	11/15/1886	0.35 c.f.s.	Irrigation

Structure	Source	Case No.	Adj. Date	Appro. Date	Amount	Use
Rifle Creek Canyon 2 <sup>nd</sup> Enlarg. Priority No. 80 Priority No. 80 Priority No. 54/80	Rifle Creek  Promontory Homestead Arabian Heights/Pastures/North Pastures	CA103	05/11/1889	11/15/1886	0.75 c.f.s. .29 c.f.s. .16 c.f.s.* .40 c.f.s.	Irrigation
Grand Tunnel Ditch Priority No. 82	Rifle Creek	CA103	05/11/1889	12/01/1886	.583 c.f.s.**	Irrigation

\* The City actually received .35 c.f.s. but holds .19 c.f.s. in trust for the HOA to irrigate portions of the Homestead PUD.  
\*\* 0.29 c.f.s. is leased to the Forest Service as described herein.

The City owns water rights associated with the Loesch & Crann Ditch Company. Water rights in the Last Chance Ditch are represented by shares in this Company. Some of the City's rights have been included in the augmentation plan and others have not been changed to support municipal use.

	Date Acquired	No. of Shares	How They Were Obtained	Stock Certificate No.
THE FOLLOWING SHARES WERE DEDICATED TO THE PLAN FOR AUGMENTATION				
1	10/29/78	37	Transferred by Carmack Drilling Co. (they owned 43 shares)	159
2	2/6/80	3	Transferred by Fattor.	203
3	4/3/81	0.85	Transferred by Manuppella.	Unknown*
SUBTOTAL		40.85	See Plan for Augmentation in 83CW110	
SHARES NOT INCLUDED OR OBTAINED AFTER PLAN FOR AUGMENTATION				
4	4/12/82	2	Transferred by Centennial Gardens	196
5	5/22/86	2	Transferred by John Powers	213
6	7/20/88	7	Transferred by RVSMC	226
7	12/22/95	43	Transferred by Billingsley with the Rifle Business Park	272
SUBTOTAL		54		
<b>TOTAL</b>		<b>94.85</b>		

\* There is a notation on Stock Certificate 100 that the City owns this amount; certificates are not issued for less than one share.

The City's ownership of these water rights is a valuable asset. However, Colorado law promotes water rights being used and penalizes water rights that are not placed to beneficial use. If a water right is not used for a substantial period of time, it can be deemed "abandoned." More important to the City, when an irrigation water right is changed to another use (particularly municipal), the value of the water right is the amount of historic consumptive use that is quantified. This is an average of the consumptive use made over the life of the water right. When determining the average consumptive use, the state requires that for each year a water right is not used a zero is inserted which reduces the amount of the water right that can be changed. As a result, there is a strong incentive for a water right owner to either place the water right to use (or lease it to someone who can) or to undertake a legal change case fixing the consumptive use available for a change.

As noted in the tables above (and discussed in more detail below), the City has attempted to lease some of its currently unused water rights to third parties. For the water rights that have not been incorporated into the City's augmentation plan, it may be in Rifle's best interest to undertake a water court application in the near future that quantifies the consumptive use and incorporates the water rights into the City's augmentation plan. The first step would be to have Resource Engineering review historical aerial photos of where the applicable water rights irrigated and determine approximate historic consumptive use amounts associated with each water right.

#### **V. Leases of City Water Rights.**

The City has leased certain of its water rights to third parties for their use at various facilities. This is in the City's best interest because it keeps the applicable water rights in use and provides the City with minor compensation. Those leases are summarized below.

1. Rifle Gap Land Company (Golf Course Lease). The City and Rifle Gap Land Company (the Golf Course) entered into an Agreement dated March 1988 providing for the lease of portions of the City's Rifle Creek Canyon Ditch rights, being 0.05 c.f.s. of the Priority No. 73 right and 0.35 c.f.s. of the Priority No. 80 right or 50.8 acre feet of historic consumptive use. The water is to be used by the Company for irrigation of the Rifle Creek Golf Course. The lease had a term of ten years and was renewed in 2009 for an additional ten years (expiration in 2019). The golf course makes a lease payment to the City each year.
2. Forest Service Lease. The City and the Department of Agriculture, Forest Service are parties to a letter agreement dated May 14, 1999 providing for lease by the City to the Forest Service of 0.29 c.f.s. of the Grand Tunnel Ditch Priority No. 82 water right. The water is to be used by the Forest Service for irrigation of approximately five acres of lawn and landscaping at the Rifle District Ranger facility. The agreement is in effect until terminated by either party, and either party may in its sole discretion terminate by giving sixty days notice. The Forest Service is required to pay the City annually \$100.00 plus the amount of the Company's annual assessment for the 0.29 c.f.s. The \$100.00/year charge is to escalate 5% annually.

3. **Rimrock Lease Back.** The City is a party to an Agreement dated September 17, 1986 with Cherry Creek National Bank providing for a 99-year lease by the City to the Bank of 2.8 c.f.s. of Grand Tunnel Ditch rights. The rights are 1.37 c.f.s. of Priority No. 82 and 1.43 c.f.s. of Priority No. 100. That transaction was a product of the Bank's foreclosure of a deed of trust on the Rimrock property and water rights. The Agreement limits the use of the water to that property for not more than 15 residences. The Bank agreed to pay the City \$1.00 per year and to pay all of the ditch assessments levied on the water rights by the Grand Tunnel Ditch Company. The agreement also addresses the "EQR" water rights dedication credit for the Rimrock property. At the time of annexation of the balance of the Rimrock property, discussions resulted in a consensus between the developer and City staff that a portion of the Grand Tunnel Ditch Water should be used to irrigate open space and parks. The amount of such irrigation is unknown but will take historic consumptive use credits from the City's augmentation plan.\
  
4. **Co-Generation Plant.** The City has a Water Service Agreement, dated September 30, 1986 and subsequently amended on January 10, 1989, with Co-generation Technology and Development Company ("CTDC") to provided treated water supply up to 329 acre feet annually for the CTDC project. The Agreement is perpetual, subject to the CTDC's right to "terminate in part" upon one year's written notice to the City, and the City's right to terminate if CTDC fails to make agreed payments within 90 days after the City notifies CTDC of default for nonpayment. "Terminate in part" means reducing the quantity of water supply. Substantial termination by CTDC is not likely because it agreed that, notwithstanding termination by CTDC or the City, it will not use any other water supply for the CTDC property. The co-generation plan is used periodically during the summer to meet peak electricity demands.

The City should seek additional third parties who have the ability to use certain of the City's water rights consistent with the underlying decrees. In particular, this would include the Rifle Creek Canyon Ditch and the Loesch and Crann Ditch company shares. Leasing this water will prevent an argument that the consumptive use associated with these water rights has been diminished by non-use.

#### VI. Recent Water Court Cases

The City has filed and participated in a number of recent water court cases. The City filed an application to make the water right for the Rifle Pond absolute in Case No. 14CW3015. We recently received word that the Division Engineer did not object to having this water right decreed absolute. A proposed Ruling will be filed with the court and a decree should be issued in the near future.

In May, the City will file an application for reasonable diligence for the conditional portion

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of the Rifle Pipeline water right. As discussed above, for conditional water rights diligence must be demonstrated to the water court every 6 years. Given the substantial investments that the City is making in its water system, we anticipate being able to have this water right continued for an additional 6 years.

As noted above, the City is an opposer in a water rights case filed by the CDPW. We will coordinate with City staff on the issues in this case and report options to Council at a later date.

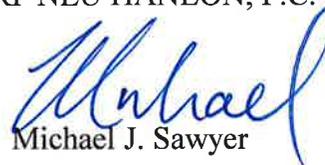
A few years ago, the City completed its opposition in a water court case filed by the West Divide Water Conservancy District. The District sought (and ultimately was decreed) a batch augmentation plan for the Rifle Creek drainage. In the stipulation with the City, the District agreed not to provide augmentation water supplies to properties within the City's boundaries. Further, the District must give the City a first right of refusal to serve any property within one-half mile of the City's boundaries. The stipulation with the District also contained provisions ensuring continued flows in Rifle Creek.

#### CONCLUSION

As a general matter, the City of Rifle has a strong, stable water rights portfolio capable of providing water users with a reliable supply. The City has positioned itself to grow through the acquisition of supplies in Ruedi Reservoir and the adjudication of the City's augmentation plan. As additional properties annex and develop within the City, dedication of new water rights is imperative to ensure that the City maintains adequate water rights to meet future demands. In the near term, the City should continue to lease excess water rights to facilitate continued use. The City should also consider quantifying certain of its water rights to consumptive use and supplementing the decreed augmentation plan. Water right related tasks will be required with the completion of the new water treatment plan. In particular, the Beaver Creek water delivery system will be decommissioned and those water rights will need to be legally transferred to the Colorado River Intake.

Very truly yours,

KARP NEU HANLON, P.C.

  
Michael J. Sawyer

MJS:  
Enclosures

**LEAVENWORTH & KARP, P.C.**  
**ATTORNEYS AT LAW**

**FILE COPY**

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January 22, 2001

*\*(Please direct all correspondence  
to our Glenwood Springs Office)*

Selby Myers, Manager  
City of Rifle  
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Bill Sappington, Public Works Director  
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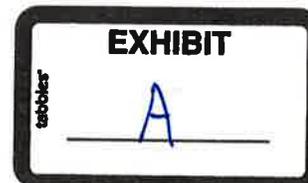
Re: Beaver Creek Water Rights

Dear Selby and Bill:

Since neither of you was around during the great "Beaver Creek Water War of 1990-1994," and a question was recently raised about water meters for the water users along the Beaver Creek raw water line, I thought I would take an opportunity to provide each of you with some historical background that may assist you in your understanding of the City's water rights on Beaver Creek, and the various agreements that have been entered into over time.

The Starke Ditch was originally decreed in Civil Action No. 89 in 1889, for 0.91 c.f.s. for irrigation purposes. Shortly thereafter, a subsequent decree was entered which awarded to the Starke Ditch and Clausen Ditch 1.0 c.f.s. for irrigation purposes and specifically made both water rights equal in priority to the same amount of water. In 1906, in Civil Action No. 1205, the City of Rifle obtained a decree which indicates that the City has acquired the ranch associated with the Starke Ditch and sought to change the water right from irrigation to domestic purposes through the City's waterworks systems. There were numerous Objectors in that case which consisted of persons who owned property on Taughenbaum Mesa. The City entered into a stipulation with those people which allowed them to connect to the City's raw water line and use up to 500 gallons per day upon payment of \$0.50 per month to the City. In exchange, these Objectors waived any further objection to the entry of the decree or the use by the City of the Starke Ditch water right for year-round municipal use through its municipal water system.

In 1938, a battle arose between the owner of the Clausen Ditch and the City regarding the administration of the shared priorities. It was determined in that case (Civil Action No. 3050) that the City would have to bypass a sufficient amount of water to ensure that an equal amount was



**LEAVENWORTH & KARP, P.C.**

Selby Myers, Manager  
Bill Sappington, Public Works Director  
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available at the City's headgate and the lower headgate of the Clausen Ditch, in essence forcing the City to bear the brunt of seepage and evaporation losses along the way. Simply stated, the City had to bypass additional water to ensure that the same quantity was available at the lower Clausen Ditch headgate.

In Case No. W-2044, when an application for change of water rights that was initiated in 1976 by John Savage, Sr., the water war continued. In this case, the various owners and ranchers on Taughenbaum Mesa started asserting they had an unadjudicated water right for 0.10 c.f.s. for stock watering purposes out of the creek itself between the headgate of the Starke Ditch and the Clausen Ditch. The City signed a stipulation which appears to reflect that fact.

In 1979, we obtained a decree for the City making it clear that the entire 1.0 c.f.s. originally awarded to the Clausen Ditch headgate was absolute (there was some potential that 0.25 c.f.s. may have been decreed conditional), and this decree confirmed that the entire quantity was absolute.

When we became water counsel to the City in 1977, it became clear that the Savages were using their Clausen Ditch water right during the winter to in effect "ice" their fields, and thereby place a call on the stream for their one-half of the Clausen Ditch throughout the winter months. In Case No. 90CW124, Joan Savage, now the owner of the Clausen Ditch water right, filed an application to move the point of diversion slightly upstream to allow better management of their water rights. At that time, the City used the case as an opportunity to raise the issue of whether winter use of an irrigation right constituted waste and was not a beneficial use of water. A stipulation was entered into, a copy of which is enclosed, on May 3, 1991, which is recorded as Reception No. 423714. In this stipulation, the Savages agreed that they would not divert water during the period November 15-February 28 of each water year, unless the City was then diverting its full 1.0 c.f.s. of the Starke Ditch. Be aware that the stream rarely flows 1.0 c.f.s. during this period of time. John Savage agreed to this based upon the expert opinions we obtained for the City regarding when the beneficial use of water could be made for irrigation purposes. Although our expert based his opinions on a complex set of criteria related to ground temperature, air temperature, etc., the parties entered into the stipulation agreeing to that period of time for ease of administration, although a slightly greater period could have been obtained had we litigated the case based upon the complex formulas the engineer relied upon. As a result of that stipulation, a ruling was entered incorporating the terms of the 1991 City/Savage agreement. Shortly thereafter, various individuals living on Taughenbaum Mesa (Mead, Dorrell, Youberg, Benton, Squires and Downing) protested the ruling because of their fear that the City would commence drying up of the creek during the November 15-February 28 period.

**LEAVENWORTH & KARP, P.C.**

Selby Myers, Manager  
Bill Sappington, Public Works Director  
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At that point the battle became very heated over whether the City had in fact a valid year-round water right and whether the Stockwaterers (asserting the right to 0.10 c.f.s. in the creek) had any rights at all. The legal positions were complex to say the least.

Finally, after much legal wrangling, the City entered into a Stipulation dated July 29, 1994, recorded as Reception No. 466594, which resolved the differences between the City and the Stockwaterers. The 1991 City/Savage Agreement remained intact. However, the City agreed to certain concessions demanded by the Stockwaterers during the period covered by the Savage Agreement (*i.e.*, November 15-February 28). The City agreed to bypass 0.10 c.f.s. (which counts towards the bypass required to be delivered to the Savage/Clausen Ditch decree during the period March 1-November 14, and further agreed that during the November 15-February 28 period it would bypass 0.10 c.f.s. at the City's headgate for use by the Stockwaterers during this period. The City also agreed to bypass an addition 0.10 c.f.s., or one-half of the stream flow in Beaver Creek, whichever is *less*, for 25 days during this 92-day period, which additional amounts for the 25 days need not be consecutive. The purpose of the additional bypass was to allow the creek to ice up over the water flowing in the creek. The City agreed not to object to the use of water in the creek by the Stockwaterers for stock watering purposes. The Stockwaterers agreed the City had a year-round municipal decree.

Enclosed is a copy of the Settlement Agreement with the Stockwaterers that was entered into in 1994. Also enclosed are various maps that were prepared in connection with the litigation that show the location of the Stockwaterers' properties in Case No. 90CW124, the various claimants in the 1905 case with whom the Stipulation was entered, and a current location map of property owners on Taughenbaum Mesa. During the course of this litigation, the City came to believe that many of the Stockwaterers used well in excess of 500 gallons per day. Remember that the City locked itself in 1905 to billing these users at the rate of \$0.50 per month, or \$6.00 per year, which I believe Nancy bills once annually for this amount.

However, we also determined at that time that many of the users were using quantities that we believe to be significantly in excess of 500 gallons per day. For example, many used the water for domestic, lawn and garden, and stock watering purposes. Some had stock tanks that were continuous flow stock tanks in the winter to prevent icing. Many of the systems rely on a siphon which is difficult to restart if water is ever cut off at the City's raw water line. Paragraphs 3, 4, 5, 6, and 7 of the Stipulation address the use by the Stockwaterers through the City's raw water line.

We fought very hard for the right to install meters to monitor and control (and bill for)

**LEAVENWORTH & KARP, P.C.**

Selby Myers, Manager  
Bill Sappington, Public Works Director  
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water use in excess of 500 gallons per day. The City has the right under this Agreement to install meters and bill at the City's in-city rate (remember no treatment has occurred at this point, so the City is essentially charging the treated water rate for raw water). The purpose was not so much to obtain revenue (although it would certainly have this effect), but more importantly to obtain a handle on the amount of water being used and hopefully limit water use to 500 gallons per day. At 500 gallons per day, each user is allowed approximately 15,000 per month. Since, as we know, wells produce very poor quality and low yields on Taughenbaum Mesa, the City's raw water supply is probably the only source of supply for many of these users. To the extent there is significant stock water use, particularly with continuous flowing stock tanks, the water use could greatly exceed these amounts. It was for that reason that the installation of the meters was deemed so important.

Unfortunately, the meters that the City installed proved impractical since they clogged up with sediment very quickly. If there is any way to install a meter that will actually work (or be bypassed during times of runoff and high sediment), it should be done since we believe the meters would quickly pay for themselves and perhaps provide a result in the City having a more reliable supply from Beaver Creek.

To complete the history, an agreement was entered in 1986 with two families of the Kehrs and the Murrays regarding the use of water delivered from the City's raw water storage tank.

Finally, as you are both undoubtedly aware, the yield of Beaver Creek is low. In fact, the average year yield at the City's intake is less than 2.0 c.f.s. in seven of twelve months (September-March), and less than 1.0 c.f.s. in winter months (December-February). In the dry year of 1977, flows were less than 1.0 c.f.s. for most of the year. Also enclosed is a chart and report that was done in 1987 by Paul Bussone showing average and dry year flows.

In conclusion, over the years, much legal, engineering, and hydrology work has been done relative to Beaver Creek. I have in my office a notebook containing the final documents from the various cases and stipulations mentioned in this letter. The underlying files are many inches thick. At one point in time, I delivered a duplicate copy of my notebook to the City, although it may not be up-to-date at this point.

Feel free to pass this letter onto the City Council at your convenience if you think the historical perspective would be beneficial to those persons who were not on the Council in 1994.

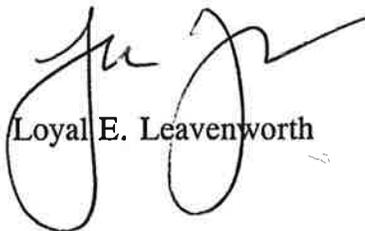
**LEAVENWORTH & KARP, P.C.**

Selby Myers, Manager  
Bill Sappington, Public Works Director  
Page 5  
January 22, 2001

After you have had a chance to review this and the various enclosures, please feel free to contact me so we can discuss the issues raised by this letter.

Very truly yours,

**LEAVENWORTH & KARP, P.C.**



Loyal E. Leavenworth

LEL:lln

Enclosures

cc: Paul Bussone, P.E., w/enc.  
Jeff Simonson, P.E., w/enc.

DISTRICT COURT, WATER DIVISION NO. 5, STATE OF COLORADO

Case No. 83CW110

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

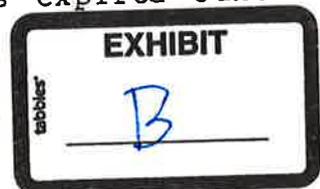
THE CITY OF RIFLE, COLORADO, in Garfield County

THIS MATTER, having come on for consideration by: the Water Court; the Applicant, City of Rifle, Colorado, by and through its counsel Leavenworth, Lochhead & Milwid, P.C.; Objector Union Oil Company of California by and through its counsel Moses, Wittemyer, Harrison & Woodruff, P.C.; MMB Associates, Inc. by and through its counsel Carpenter & Klatskin, P.C.; Objector Rifle Land Associates, Ltd. by and through its counsel Hill and Robbins; Objector Vail Valley Consolidated Water District by and through its counsel Calkins, Kramer, Grimshaw & Haring; the Colorado State Engineer, Division of Water Resources by and through the Colorado Attorney General's office; and Messrs. J. Cleveland Gentry and W. F. Clough by and through its counsel Charles Stoddard, Esq.; and all Objectors and parties having either withdrawn their opposition herein or acknowledging their consent to the Application being granted upon certain conditions as herein set forth; and the Court having considered the evidence and having examined the records and files herein, and being now fully advised in the premises, hereby finds, concludes, and decrees as follows:

I. FINDINGS OF FACT

A. GENERAL

1. An application for Change of Water Rights and Approval of Plan for Augmentation was filed by the Applicant on April 28, 1983.
2. Adequate notice, as provided by law, was given of the pendency of said proceedings.
3. Statements of Opposition were timely filed here by Union Oil Company of California, MMB Associates, Inc., Rifle Land Associates, Ltd., the Colorado State Engineer Division of Water Resources, W. F. Clough, J. Cleveland Gentry, and John W. Savage.
4. No further statements of opposition have been filed in this proceeding, and the period for such filings expired June 30, 1983.



5. The Statement of Opposition filed by John W. Savage was withdrawn pursuant to a Motion to Withdraw Statement of Opposition dated September 30, 1983.

6. Entry of appearance was timely filed herein by entrant Vail Valley Consolidated Water District.

7. Each of the parties who have filed their entries of appearance or statements of opposition and who are presently involved in these proceedings, have entered into Stipulations with the Applicant.

8. The Court has jurisdiction over the subject matter of the proceedings and over all who have standing to appear as parties, whether they have appeared or not.

9. The Application filed herein was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on May 24, 1983, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes, known as the Water Rights Determination and Administration Acts of 1969. It appearing to the Referee from the files and records of said Application that statements of opposition had been filed in this case, the Referee determined in his discretion not to make ruling as provided by C.R.S., §37-92-303(1), and therefore, ordered on July 22, 1983, that the case be re-referred to the Water Judge of Water Division No. 5.

#### B. OPERATION OF AUGMENTATION PLAN

10. The City of Rifle is located at the confluence of Rifle Creek and the Colorado River, having a present population of approximately 5,000 persons. At full development of all presently approved housing projects, the City of Rifle will have a permanent population of 14,100. Historical delivery and consumption records for Rifle indicate an average annual water delivery demand for domestic, commercial and all other beneficial municipal purposes of 247 gallons per capita per day (247 gpcd). This figure has been adjusted for non-residential water deliveries by Rifle, and will reduce as the population increases to account for fixed, non-residential water deliveries. Rifle's treated water production serves all inhabitants within the municipal limits, together with contract deliveries to water users outside of municipal limits, including deliveries to domestic uses connected to the wastewater treatment facilities operated by Rifle Village South Metropolitan District.

11. Non-irrigation treated water return flow is generated from in-city users and returned to the Colorado River at the point marked (1) on Exhibit A attached hereto, which is the location of the outfall of the Rifle Wastewater Treatment Facility. This location is approximately one mile downstream from the confluence of Rifle Creek and the Colorado River.

Return flow generated from treated water deliveries to uses not serviced by either the Rifle or Rifle Village South Wastewater Treatment Plants are returned to the Rifle Creek and/or Colorado River drainage at or near the confluence of Rifle and Colorado Rivers.

12. Applicant is the owner of the following decreed water rights and conditional water rights in the Colorado River Basin, which are involved as augmenting water rights herein:

TABLE I  
RIFLE'S AUGMENTING WATER RIGHTS

<u>NAME</u>	<u>DECREED AMT.(cfs)</u>	<u>AMT.(cfs) OWNED</u>	<u>ADJUD. DATE</u>	<u>APPROP DATE</u>	<u>SOURCE</u>
(a) Vetter No. 73*	0.75	0.208	5/11/1889	5/16/1886	Rifle
(b) Grand Tunnel 3rd Enlg.	12.00	3.263	5/11/1889	12/1/1886	Rifle
(c) Grand Tunnel 4th Enlg.	4.00	1.482	5/11/1889	4/1/1887	Rifle
(d) Wisdom No. 7	4.00	1.700	5/11/1889	4/1/1883	Rifle
(e) Wisdom 1st Enlg.	1.00	0.500	5/11/1889	2/26/1887	Rifle
(f) Pioneer No. 1	5.00	0.895	5/11/1889	5/10/1882	Rifle
(g) Squier No. 10	0.50	0.500	5/11/1889	5/23/1883	Rifle
(h) Squier 1st Enlg.	0.70	0.700	5/11/1889	4/14/1887	Rifle
(i) Rifle Creek Canyon 1st Enlg.	4.00	0.15	5/11/1889	2/15/1886	Rifle
(j) Rifle Crk Canyon 2nd Enlg.	16.00	0.35	5/11/1889	11/15/1886	Rifle
(k) Raynard No. 107	7.00	1.00	5/11/1889	4/25/1887	Rifle
(l) Last Chance No. 73	50.00	0.823**	5/5/1888	3/23/1887	Colo.

\* As transferred in Case No. 273, Garfield County District Court.

\*\* Applicant has included 40.85 of its shares of a total of 2,724 issued and outstanding shares of the Loesch-Crann a/k/a Last Chance Ditch Company, a Colorado mutual ditch company. Applicant has entered into an Agreement with said ditch company which entitles Applicant to utilize the water attributable to Applicant's shares herein.

13. Additionally, Applicant has negotiated a final contract draft with the United States Bureau of Reclamation for 750 acre-feet of storage water in the Ruedi Reservoir. Ruedi Reservoir, a component of the Fryingpan-Arkansas Project was originally decreed for 140,697.3 acre-feet in Civil Action No. 4613, Garfield County District Court, on June 29, 1958, which an appropriation date of June 23, 1957 for hydroelectric generation, irrigation, municipal, domestic, industrial, piscatorial

and stock watering uses. Subsequently, in Case No. W-789-76, the amount of water decreed for Ruedi Reservoir was reduced to 101,369 acre-feet. The contract will be executed upon resolution of the Endangered Species Act issues; the Applicant has passed a Resolution of Intent to Execute said contract.

Applicant further is a beneficiary of releases from Green Mountain Reservoir pursuant to Senate Document No. 80, 75th Cong. 1st Sess., the Operating Principles of Green Mountain Reservoir and the Operating Policy for Green Mountain Reservoir published December 22, 1983 in the Federal Register, Vol. 48, No. 247. Green Mountain Reservoir was original decreed for 154,645 acre-feet in Civil Action No. 74, Summit County District Court, on March 10, 1952, with an appropriation date of August 1, 1935, for municipal, domestic, industrial and all other beneficial purposes. In accordance with the Operating Policy published December 22, 1983, when the administration of water under the Colorado priority system would result in curtailment, in whole or in part, of a water right for irrigation or domestic uses within western Colorado, which water right was perfected by use on or before October 15, 1977, water will be released, without charge, from the Green Mountain Reservoir "100,000 acre-foot power pool" to the extent necessary to permit diversions to the full amount of said decrees.

Accordingly, Applicant shall be permitted to utilize its contract water in Ruedi Reservoir and/or its Green Mountain Reservoir beneficiary entitlement as augmentation water sources in addition to those water rights set forth in Table I, supra.

14. Applicant's historic irrigation direct flow water rights described in Table I, supra, have historically depleted the Colorado River system and, by cessation of historical irrigation, will provide consumptive use credit in the following amounts:

TABLE II

TOTAL HISTORIC DEPLETION CREDIT  
(values in acre-feet)

	<u>RCCD</u>	<u>GTD</u>	<u>Wisdom</u>	<u>Pioneer</u>	<u>Squier</u>	<u>Last Chance</u> <sup>1</sup>	<u>Totals</u>
Apr	1.6	2.2	11.0	1.3	0.6	4.4	21.1
May	9.1	41.1	29.8	10.0	5.7	9.9	105.6
Jun	9.5	57.8	39.4	11.3	3.4	13.7	135.1
Jul	9.8	46.3	40.1	9.2	4.5	13.3	123.2
Aug	9.2	40.2	39.3	8.0	0.5	11.4	108.6
Sep	7.7	27.6	29.1	2.0	1.3	8.4	76.1
Oct	3.8	11.8	20.4	1.7	0.0	5.5	43.2
Nov	<u>0.1</u>	<u>0.0</u>	<u>3.5</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>3.6</u>
	50.8	227.0	212.6	43.5	16.0	66.6	616.5

<sup>1</sup>Total Loesch-Crann Ditch shares - 40.85.

15. By withdrawing land historically irrigated by the water rights owned by the City of Rifle from irrigation, certain historic return flows which may have returned to the Rifle Creek and Colorado River systems after the historic irrigation season will cease. To prevent injury to owners of vested and decreed conditional water rights occasioned by the loss of historic irrigation return flows, the Applicant shall replace the loss of historic ground water delayed return flows (totalling the maximum for each ditch listed in Table III below) from Applicant's Ruedi Reservoir contract and entitlement, and not Applicant's interest in the direct flow water rights set forth in Table I.

TABLE III

TOTAL HISTORIC RETURN FLOW OBLIGATION  
(values in acre-feet)

	<u>RCCD</u>	<u>GTD</u>	<u>Wisdom</u>	<u>Pioneer</u>	<u>Squier</u>	<u>Last Chance</u>	<u>Totals</u>
Jan	0.0	1.0	1.4	0.9	0.0	2.6	5.9
Feb	0.0	0.9	1.0	0.6	0.0	2.1	4.6
Mar	0.0	0.7	0.8	0.5	0.0	1.9	3.9
Oct	0.0	0.0	0.0	0.0	0.8	0.0	0.8
Nov	0.0	2.1	0.0	2.0	0.1	3.6	7.8
Dec	<u>0.0</u>	<u>1.6</u>	<u>2.9</u>	<u>2.7</u>	<u>0.1</u>	<u>3.2</u>	<u>10.5</u>
	0.0	6.3	6.1	6.7	1.0	13.4	33.5

Said releases shall be made in the foregoing amounts and times if there is a valid call on the Colorado River mainstem at the confluence of Rifle Creek and the Colorado River by a water right senior to the Application dated April 28, 1983.

16. At times when Applicant's historic direct flow irrigation water rights set forth in Table I, supra (or any portion of them), are utilized for augmentation purposes herein, a portion of the Applicant's water rights shall continue to be diverted through the relevant ditch headgate to mitigate any ditch transmission and evaporation losses occasioned by cessation of diversion of Applicant's water rights to the ditch structure. The remainder of Applicant's water rights may be by-passed at the headgate of the relevant ditch, resulting in a dry-up of acreage historically irrigated for consumptive credit in the maximum amounts set forth in Table II, supra. Irrigation ditch operation under the plan for augmentation shall be as set forth below in Table IV.

TABLE IV

IRRIGATION DITCH OPERATION UNDER AUGMENTATION PLAN

	Total Water Rights (cfs)	Rifle Priority	Total to <sup>a</sup> Rifle's Priority (cfs)	Rifle Share (cfs)	15% for Ditch Loss (cfs)	Amount Passed by the Headgate (cfs)	Remaining <sup>b</sup> Diversion (cfs)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Squire <sup>c</sup>	1.2	10 & 104	1.2	1.2	N/A	1.2	N/A
Pioneer	8.9	1	5.0	0.895	0.134	0.761	4.239
Wisdom	8.6	7 91	4.0 5.0	1.7 2.2	0.255 0.33	1.445 1.87	2.555 3.13
Rifle Creek Canyon	46.2	73 80	11.3 26.7	0.05 0.4 <sup>d</sup>	0.0075 0.06	0.0425 0.34	11.2575 26.36
Grand Tunnel	26.508	82 100	19.208 23.208	3.2627 4.7447	0.4894 0.7117	2.7733 4.0330	16.4347 19.175
Last Chance	50	73	50	0.823	0.082 <sup>e</sup>	0.741	49.259

a Cumulative rights in ditch through the priority in (2).

b The total diversion in the ditch through the priority in (2).

c Rifle owns full interest in Squier Ditch; diversions to be discontinued.

d Total owned is 0.7 cfs; 0.3 cfs will remain in ditch for use at cemetery.

e 10 percent to be left in Last Chance Ditch.

17. Applicant shall, by April 1 of each year, designate on a form map similar to Exhibit B attached hereto, which tracts of land will be dried up for that particular irrigation season. Said designation shall be made to the Division No. 5 engineer. Once a tract has been dried up in any year, it shall remain out of irrigation and shall not be irrigated with the water rights

set forth on Table I except upon application to and approval by the water court; provided that irrigation of such tracts from the City's municipal water system shall be permitted pursuant to this decree. Exhibit B shows the tracts which have already been permanently removed from irrigation.

18. On or before April 1 of each year, Applicant will provide the Division Engineer with estimates of the expected accounting for the upcoming including the data set forth in Paragraph 22 and an indication that sufficient dry-up credit and Ruedi Reservoir water will be available to satisfy depletions attributable to out-of-priority diversions and historic return flow obligations.

19. As described in paragraph 13, supra, Applicant shall be required, whenever there is a call senior to the priority date of this decree, to release from Ruedi Reservoir, pursuant to contract, in the amounts expressed in Table III, supra, for any augmenting water rights for which a depletion credit is being taken for that year as determined by Exhibit B. In accordance with paragraph 15, supra, Applicant shall be permitted to augment any out-of-priority diversions by the water rights described in Table V, infra, from either: the consumptive use credits expressed in Table II, supra, for which a dry-up credit has been taken for that year as determined by Exhibit B; or Applicant's Ruedi Reservoir contract water; or any combination thereof, at Applicant's discretion. In addition to any quantity of water released from Ruedi Reservoir an amount of water equal to transit losses between the augmentation reservoir and the City of Rifle shall be required to be released; this amount shall be determined by the Division Engineer, Water Division No. 5.

TABLE V

RIFLE'S MUNICIPAL WATER RIGHTS

<u>NAME</u>	<u>DECREED AMT.(cfs)</u>	<u>AMT.(cfs) OWNED</u>	<u>ADJUD. DATE</u>	<u>APPROP DATE</u>	<u>SOURCE</u>
(a) Town of Rifle Pump and Pipeline (D10/D15)	1.0	1.0	8/15/1940	10/1/1939	Colorado
(b) Town of Rifle Pump and Pipeline (No. 258)	15.0	15.0	9/5/1952	2/5/1949	Colorado
(c) Excelsior (No.16)	2.0	1.6	5/11/1889	11/5/1883	Colorado or Rifle
(d) Starke No. 18	1.0	1.0	5/5/1888	3/26/1884	Beaver
(e) Rifle Town Intake Pipeline (D241)	1.0	1.0	7/9/1965	6/1/1936	Colorado or Beaver
(f) Town of Rifle Pump and Pipeline	23.1	23.1	12/31/1981	12/16/1981	Colorado

20. During periods when credits are expressed in Table II, supra, because of cessation of historical irrigation as determined by Exhibit B for any year, Applicant shall be entitled to such consumptive use credit. Rifle shall utilize such credit for additional augmentation water needs in the future, for storage or for disposition to other water uses as Rifle deems advisable, provided however, that any augmentation water credit shall not be used or stored directly or indirectly at locations or for purposes other than provided in this decretal order, except after proper application to the Water Court and entry of a separate decree providing for such different locations and use.

21. Rifle's 0.15 c.f.s. interest in the water right described as Water Right (i), Column 1, Table I, supra, and 0.15 c.f.s. interest in the water right described as Water Right (a), Column 1, Table I, supra, will be changed in place of use to irrigate the Rifle Cemetery, the location of which is described on Exhibit "C" attached hereto and incorporated herein. The subject water right shall be continued to be diverted and carried through the Rifle Creek Canyon Ditch.

22. The following accounting process shall be established for the operation of this plan for augmentation:

(a) The total Rifle municipal diversions ("t") will be tabulated as well as out-of-priority municipal diversions

("x"). The out-of-priority diversions will be determined by deducting diversions attributable to the senior Excelsior Ditch water right, (Water Right No. (c), Table V, supra), the Starke Ditch water right, (Water Right No. (d), Table V, supra), and any diversions which although subject to curtailment under the priority doctrine, are not out of priority due to releases from Green Mountain Reservoir pursuant to Senate Document No. 80 (see paragraph 13, supra). The ratio of out-of-priority diversions to the total diversions will be expressed as "x/t". Depletions attributable to Rifle's out-of-priority diversions ("dx") are computed as the difference between the total diversions and return flows multiplied by x/t as follows:  $dx=(x/t)(t-rf)$ .

(b) Total of return flows ("rf") attributable to Rifle's water system shall be determined by measuring treatment plant effluent discharges ("ss") and estimating non-sewered return flows ("nsr"). Non-sewered return flows are determined as follows:

(i) Deliveries to water users not serviced by the Rifle Wastewater Treatment Plant. These deliveries are estimated at the present time to be 7% of all treated water deliveries. This value shall be determined annually based upon the prior year's records. The consumptive use of these deliveries is considered to be 100%.

(ii) Deliveries for household uses in areas serviced by Rifle Wastewater Treatment Plant are computed as the sewage treatment plant effluent divided by 0.95. This assumes an inside consumptive use of 5% of treated in-house deliveries.

(iii) The remainder of deliveries to users within the service area for the Rifle Wastewater Treatment Plant goes to the irrigation of parks, open space, lawns and gardens. The consumptive use of this irrigation use is 90% with 10% being return flow.

23. If the plan for augmentation is operating and administered in accordance with the above-detailed description, it will have the effect of replacing water to the Rifle Creek and the Colorado Stream systems and their successor streams at the time and in the place and in the amount of the depletions caused by the City of Rifle's use of water. As a result, the water rights set forth in Table V, supra, which would otherwise be considered to junior for year round municipal operation may be utilized without adversely affecting any owner of or person entitled to use vested water rights or conditional decreed water rights in the Colorado River stream system.

## II. CONCLUSIONS OF LAW

24. The plan for augmentation and change of water rights set forth herein is one contemplated by law and meets the statutory criteria of a plan for augmentation set forth in C.R.S., §37-92-103(9). The Applicant is entitled to a decree approving the plan for augmentation and change of water rights set forth above.

25. A change of water rights and operation of the plan for augmentation filed herein will cause unappropriated water to be available for the Applicant to divert the water rights described in Table V, supra; the availability of new sources of water to the stream will permit diversions through said structures without injuriously affecting owners of or persons entitled to use water under vested water rights or decreed conditional water rights, including objectors herein, provided said structures are operated in accordance with the plan for augmentation and change of water rights involved herein.

26. The water rights described in Table I, supra, shall not be deemed abandoned pursuant to the commitment of said water rights within the plan for augmentation involved herein. Said water shall be considered to be in trust within said plan for augmentation.

27. This decree constitutes a portion of the law required to be enforced by the State Engineer and Division Engineer within the meaning of C.R.S., §37-92-202(2), §37-92-301 and §37-92-501(1). The State Engineer shall lawfully be required under the terms of this decree, to administer the plan for augmentation in the manner set forth herein, and not to curtail diversions in times of shortage through said structures, the depletions for which are compensated by the operation of the plan for augmentation and change of water rights herein improved. The Division Engineer shall lawfully curtail diversions through said structures included herein if they or other features of this plan for augmentation are being operated or used in violation of the terms of this decree.

## III. JUDGMENT AND DECREE

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED:

1. The aforementioned Findings of Fact and Conclusions of Law are hereby fully incorporated into this decree.

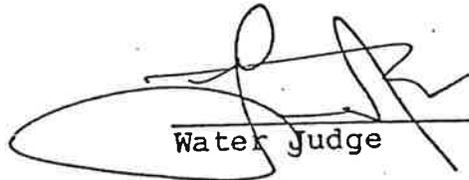
2. Applicant's plan for augmentation and change of water rights as set forth above are hereby approved, and it is hereby ORDERED that the structures herein involved shall be operated in accordance with this decree, without state administrative curtailment for the benefit of senior appropriations, so long as the terms and conditions herein set forth are fully adhered to throughout the operation of this plan for augmentation.

3. Applicant and successors and assigns shall be permitted to continue to utilize each of the water rights owned by the City of Rifle as set forth in Table I, either in trust for the operation of this plan, or in their historical manner.

4. It is hereby ORDERED that a copy of this decree shall be filed with the State Engineer and Division Engineer for Water Division No. 5.

5. The approval of this change of water rights and plan for augmentation shall be subject to reconsideration by the water judge on the question of injury to the vested rights of others during any hearing commencing in the 2 calendar years succeeding the year in which this decision is rendered. The Court further finds that the period for reconsideration is adequate under the facts and circumstances of this case, including, without limitation, the nature and source of the augmentation water.

DATED this 30<sup>th</sup> day of June, 1986.

  
Water Judge

Copy of the foregoing mailed to all

✓ record — Water  
✓ and

July 9, 1986

Nancy Bailey  
Deputy Clerk, Water Div. No. 5  
Catoia, George Carpenter

EXHIBITS TO CASE NO. 83CW110  
CITY OF RIFLE  
PLAN FOR AUGMENTATION

Exhibit A - Location of City of Rifle Waste Water Treatment Plant

Exhibit B - Commitment of Historically Irrigated Parcels

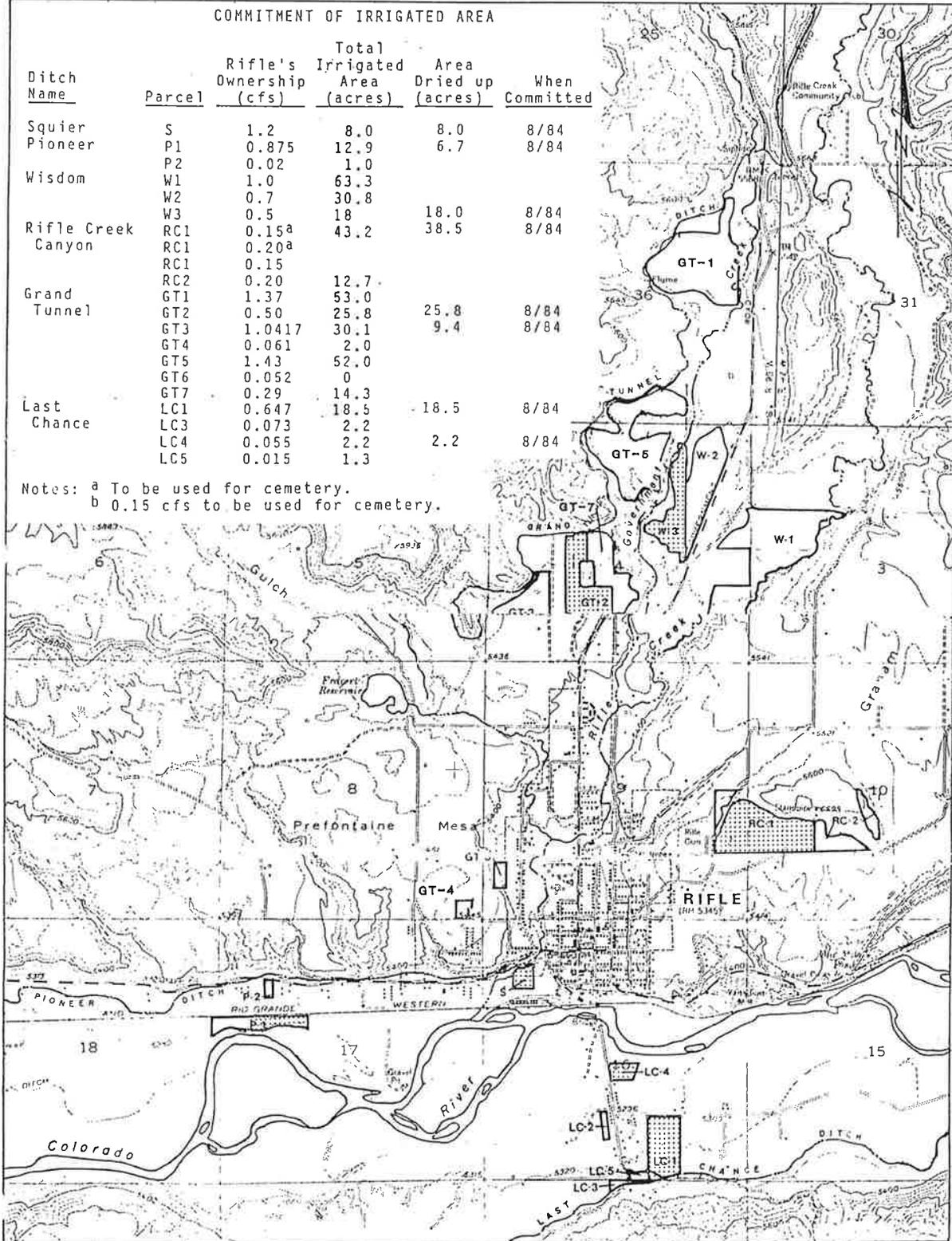
Exhibit C - Location of Rifle Cemetery



COMMITMENT OF IRRIGATED AREA

Ditch Name	Parcel	Rifle's Ownership (cfs)	Total Irrigated Area (acres)	Area Dried up (acres)	When Committed
Squier	S	1.2	8.0	8.0	8/84
Pioneer	P1	0.875	12.9	6.7	8/84
	P2	0.02	1.0		
Wisdom	W1	1.0	63.3		
	W2	0.7	30.8		
	W3	0.5	18	18.0	8/84
Rifle Creek Canyon	RC1	0.15 <sup>a</sup>	43.2	38.5	8/84
	RC1	0.20 <sup>b</sup>			
	RC2	0.20	12.7		
Grand Tunnel	GT1	1.37	53.0		
	GT2	0.50	25.8	25.8	8/84
	GT3	1.0417	30.1	9.4	8/84
	GT4	0.061	2.0		
	GT5	1.43	52.0		
	GT6	0.052	0		
Last Chance	LC1	0.29	14.3		
	LC1	0.647	18.5	18.5	8/84
	LC3	0.073	2.2		
	LC4	0.055	2.2	2.2	8/84
	LC5	0.015	1.3		

Notes: a To be used for cemetery.  
 b 0.15 cfs to be used for cemetery.



LEGEND

Historic Irrigated area dried up and committed to Augmentation Plan  
 CASE No. 83CW110

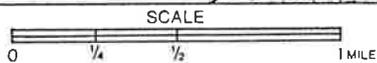


EXHIBIT B  
 COMMITMENT OF HISTORICALLY IRRIGATED PARCELS

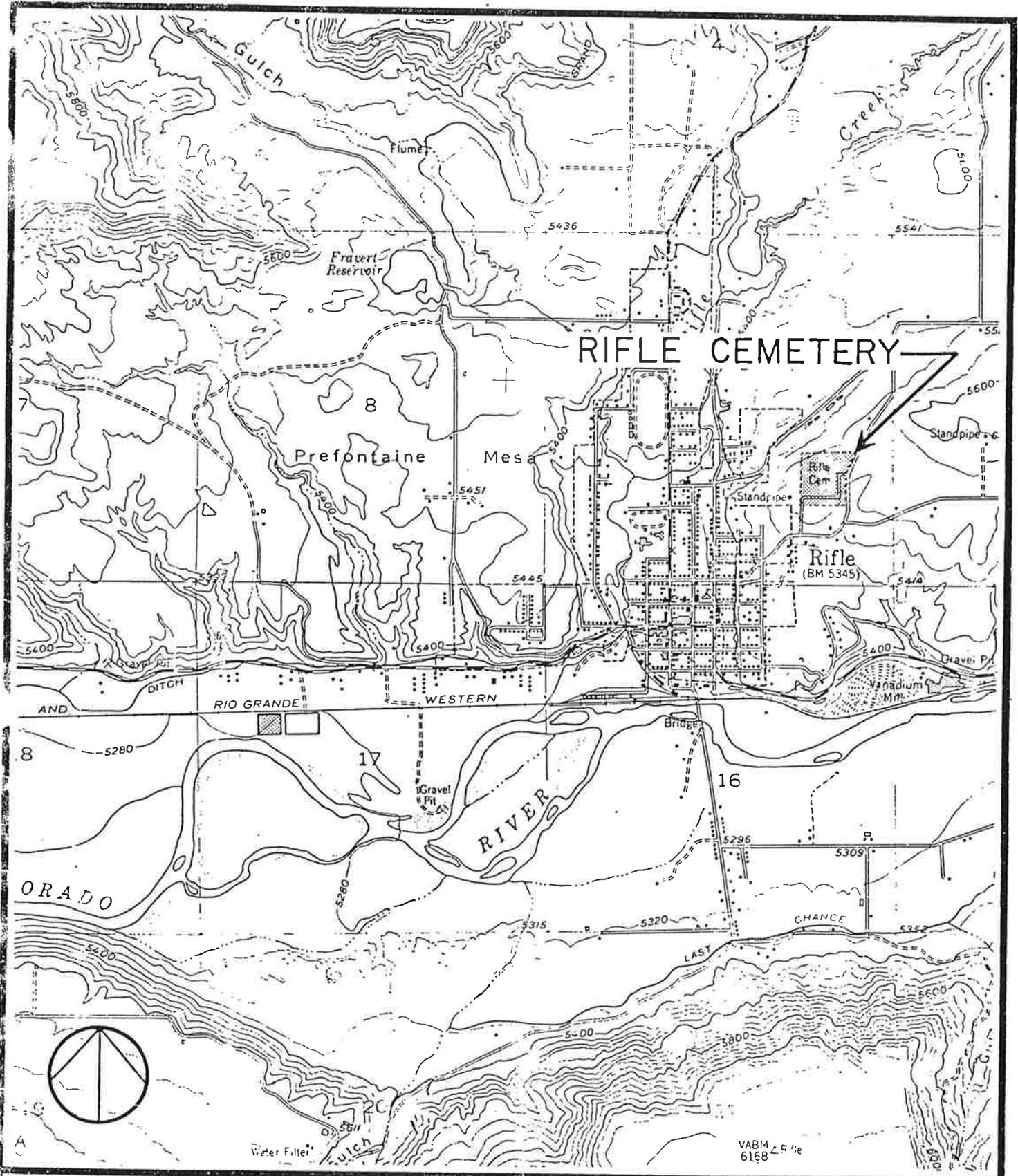


EXHIBIT C  
 LOCATION OF  
 RIFLE CEMETERY

SCALE 1:24,000

T.6S R.93W



Leonard Rice Consulting Water Engineers, Inc.  
 615 RIF01 JULY 1984

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 93CW332

SEP 9 1994

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

CITY OF RIFLE, COLORADO, in Garfield County, Colorado

The above-entitled Application was filed on December 31, 1993. This matter was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with the provisions of Article 9 of Title 37, Colorado Revised Statutes, 1973, known as the Water Rights Determination and Administration Act of 1969.

The undersigned Referee, having made such investigations as are necessary to determine whether or not the statements in the Application are true, and having become fully advised with respect to the subject matter in the Application, does hereby make the Findings of Fact, Determinations of Law, and Ruling of the Referee in this matter.

FINDINGS OF FACT

1. The name and address of the Applicant is City of Rifle, Colorado, c/o City Manager, P. O. Box 1908, Rifle, Colorado 81650 (hereinafter "Rifle"), c/o Leavenworth & Caloia, P.C. 1011 Grand Avenue, P. O. Drawer 2030, Glenwood Springs, Colorado 81602.
2. Timely and adequate notice of the filing of this Application was given as required by law. A Statement of Opposition was filed by Silt Water Conservancy District. The time for filing such statements has expired.
3. The Applicant has applied for amendments to the decrees in Case Nos. 83CW110 and 90CW140, as set forth below, which amendments are adopted, pursuant to the terms of this decree:
  - A. Table I on Page 4 of the Findings of Fact, Conclusions of Law and Judgment and Decree dated June 30, 1986, Case No. 83CW110, attached hereto, is amended to state that:
    - 1) The City of Rifle owns 0.2 c.f.s. of the Vetter Ditch, Priority No. 73; and
    - 2) The transfer of 0.2 c.f.s. of the Vetter Ditch to the Rifle Creek Canyon

Ditch occurred in Civil Actions No. 1775, Garfield County District Court, pursuant to the decree dated May 1, 1915.

AMENDED TABLE I					
RIFLE'S AUGMENTING WATER RIGHTS					
Name	Decreed Amount (cfs)	Amount Owned (cfs)	Adjudication Date	Appropriation Date	Source
Vetter No. 73*	0.75	0.20	5/11/1889	5/16/1886	Rifle
Grand Tunnel 3rd Enlargement	12.00	3.263	5/11/1889	12/1/1886	Rifle
Grand Tunnel 4th Enlargement	4.00	1.482	5/11/1889	4/1/1887	Rifle
Wisdom No. 7	4.00	1.700	5/11/1889	4/1/1883	Rifle
Wisdom 1st Enlargement	1.00	0.50	5/11/1889	2/26/1887	Rifle
Pioneer No. 1	5.00	0.895	5/11/1889	5/10/1882	Rifle
Squire No. 10	0.50	0.50	5/11/1889	5/23/1883	Rifle
Squire 1st Enlargement	0.70	0.70	5/11/1889	4/14/1887	Rifle
Rifle Creek Canyon 1st Enlg.	4.00	0.15	5/11/1889	2/15/1886	Rifle
Rifle Creek Canyon 2nd Enlg.	16.00	0.35	5/11/1889	11/15/1886	Rifle
Raynard No. 107	7.00	1.00	5/11/1889	4/25/1887	Rifle
Last Chance No. 73	50.00	0.823**	5/5/1888	3/23/1887	Colo.
<p>* As transferred in Case No. 1775, Garfield County District Court.</p> <p>** Applicant has included 40.85 of its shares of a total of 2,724 issued and outstanding shares of the Loesch-Crann a/k/a Last Chance Ditch Company, a Colorado mutual ditch company. Applicant has entered into an Agreement with said ditch company which entitles Applicant to utilize the water attributable to Applicant's shares herein.</p>					

B. Table IV on Page 7 of the Findings of Fact, Conclusions of Law and Judgment and Decree dated June 30, 1986, Case No. 83CW110, attached hereto, is hereby amended to reflect that:

- 1) Column 4 (Rifle Share) is the cumulative ownership of Rifle and is so corrected by Footnote (a).

**AMENDED TABLE IV**

**IRRIGATION DITCH OPERATION UNDER AUGMENTATION PLAN**

	Total Water Rights (cfs)	Rifle Priority	Total to(a) Rifle's Priority (cfs)	Rifle Share(a) (cfs)	15% for Ditch Loss (cfs)	Amount Passed by Headgate (cfs)	Remaining(b) Diversion (cfs)
	(1)	(2)	(3)	(4)	(5)	(6)	
Squire (c)	1.2	10 & 104	1.2	1.2	N/A	1.2	N/A
Pioneer	8.9	1	5.0	0.895	0.134	0.761	4.239
Wisdom	8.6	7 91 (Total)	4.0 5.0	1.7 0.5 2.2	0.255 0.33	1.445 1.87	2.555 3.13
Rifle Creek Canyon	46.2	73 80 (Total)	11.3 26.7	0.05 (#73) 0.35 (#80) 0.40 (d)	0.0075 0.06	0.0425 0.34	11.2575 26.36
Grand Tunnel	26.508	82 100 (Total)	19.208 23.208	3.2627 1.482 4.7447	0.4894 0.7117	2.7733 4.0330	16.4347 19.175
Last Chance	50	73	50	0.823	0.082(e)	0.741	49.259
<p>(a) Amount of each priority and total given as shown in (2).            (b) The total diversion in the ditch through the priority in (2).            (c) Rifle owns full interest in Squire Ditch; diversions to be discontinued.            (d) 0.3 cfs (.15 cfs Priority #54 and .15 cfs Priority #73) will remain in ditch for use at cemetery. Total amount owned, including 0.3 cfs at cemetery, is 0.7 cfs.            (e) 10 percent to be left in Last Chance Ditch.</p>							

C. The final decrees entered in Case Nos. 83CW110 and 90CW140 are hereby amended to reflect that:

The 50.8 acre-feet of historic consumptive use associated with Rifle's ownership of water in the Rifle Creek Canyon Ditch is based upon 29.98 acres (17.28 acres associated with Parcel RC-1 and 12.7 acres associated with Parcel RC-2) and 1.69 acre-feet per acre consumptive use. The 50.8 acre-feet is associated with 0.05 c.f.s. of Priority No. 73 and 0.35 c.f.s. of Priority No. 80, both of which are committed to the augmentation plan in Case No. 83CW110, and does not include the 0.30 c.f.s. used to irrigate the cemetery.

4. The statements in the Application are true.

CONCLUSIONS OF LAW

5. The Application to amend and to correct clerical errors is contemplated by law. C.R.S. §37-92-304(10).

RULING OF THE REFEREE

6. The foregoing Findings of Fact and Conclusions of Law are incorporated as if fully set forth herein.

7. The Application is granted. The decrees in Case Nos. 83CW110 and 90CW140 are hereby amended as set forth herein.

8. It is accordingly ORDERED that this Ruling shall be filed with the Water Clerk subject to judicial review.

9. It is further ORDERED that this Ruling shall be filed with the appropriate Division Engineer and State Engineer.

10. It is further ORDERED that a copy of this Ruling and the decree entered in this case is to be placed in the files in Case Nos. 83CW110 and 90CW140 for future reference.

Dated this 9<sup>th</sup> day of September, 1994.

BY THE REFEREE:

[Signature]  
Water Referee, Water Division No. 5

Copy of the foregoing <sup>sent</sup> mailed to all  
of record - Water  
Division Engineer and  
State Engineer - Date 9-19-94  
Nancy Barcus  
Deputy Clerk Water Div. No. 5  
M. Mail 9-28-94 BALCOMB  
CALOIA  
BALCOMB

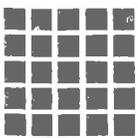
JUDGMENT AND DECREE

No protest was filed to this Ruling of the Referee. The foregoing Ruling is confirmed and approved and is made the Judgment and Decree of this Court.

Dated this 19<sup>th</sup> day of October, 1994.

[Signature]  
Water Judge

Copy of the foregoing mailed to all  
of record -  
State Engineer - Date 10/25/94  
Nancy Barcus  
Deputy Clerk Water Div. No. 5  
CALOIA  
BALCOMB



# RESOURCE

ENGINEERING INC.

Loyal Leavenworth, Esq.  
Leavenworth & Karp, P.C.  
PO Box 2030  
Glenwood Springs CO 81602

May 4, 2009

RE: City of Rifle – H.B. 1141 Water Rights Review and Analysis

Dear Lee:

At your request, Resource Engineering, Inc. (RESOURCE) has reviewed and updated the City of Rifle water rights portfolio and analyzed the ability to serve the existing and future residents of the City. The review and analysis was based on the water court decrees for the City's municipal rights, the City's decreed augmentation plans, water rights reports prepared by Leavenworth & Karp, P.C., water usage data supplied by the City, and files maintained by RESOURCE. This report was prepared in support of fulfilling the requirements of Colorado House Bill 08-1141 (CRS § 29-20-304) and CRS § 30-28-133(3) (c) and (d).

## WATER RIGHTS

The City's water rights portfolio includes direct flow municipal rights, senior irrigation rights used for non potable irrigation, senior irrigation water rights changed to augmentation uses and included in a plan for augmentation of out-of-priority municipal diversions, and storage water in Ruedi Reservoir available by contract with the U.S. Bureau of Reclamation. A detailed description of the City's water rights is provided in a letter report prepared by Leavenworth & Karp, P.C. titled, City of Rifle Comprehensive Water Rights Report dated May 4, 2009. The attached Figure 1 shows the original and changed points of diversion for the City's water rights.

The primary direct diversion municipal rights are the Excelsior Ditch and the Rifle Pipeline for the Colorado River Diversion and the Starke Ditch for the Beaver Creek Diversion. The Excelsior Ditch provides 1.6 cfs of senior diversion potential and the Rifle Pipeline provides 7.5 cfs of diversion that, although junior to the Cameo Call, is protected against a call by the Green Mountain Reservoir Historic Users Pool (see Leavenworth report). The Starke Ditch provides 1.0 cfs of diversion potential on Beaver Creek. However, the flow of Beaver Creek in the late summer and in dry years limits the actual diversion. For this report we have assumed 1 cfs diversion from April through June, 0.75 cfs in March and July, and 0.5 cfs from August through February.

The augmentation water supply includes senior rights changed for augmentation of out-of-priority junior municipal diversions and Ruedi Reservoir contract water. A plan for augmentation using the changed senior water rights was decreed in Case No. 83CW110 and amended in 93CW332. The plan provides for up to 616.5 acre feet of consumptive use credits available from April through November. There is also an obligation to replace the loss of 33.5 acre feet delayed irrigation return flows in October through March. The City currently has Contract No. 009D6C0042 with the Bureau of Reclamation for 350 acre feet of water. This water is subject to a transit loss (assumed at 5% for this report) administered by the Division of Water Resources. 33.5 acre feet of

EXHIBIT

C

the Ruedi Reservoir water is needed for the delayed return flows and 26.3 acre feet is committed to evaporation losses for the Rifle Intake pond decreed in 04CW193. The amount of Ruedi Reservoir water available for augmentation of potable diversions is 272.7 acre feet. This is calculated as 350 minus 17.5 (5% transit loss), minus 33.5 (delayed return flows), and minus 26.3 (evaporation).

A portion of the senior rights identified in Case No. 83CW110 are used for non potable irrigation in Deerfield Park (Wisdom Ditch), Centennial Park (Pioneer Ditch), and the Cemetery (Rifle Creek Canon Ditch and Vetter Ditch). Davidson Park is proposed to be irrigated with raw water from Rifle Creek Canon Ditch.

## **WATER DEMAND**

The current water demand for the City is approximately 713 million gallons (2187 acre feet). The winter demand is approximately 33.5 million gallons per month and the peak summer monthly demand is 110 million gallons. The pattern of use generally follows the pattern for an Equivalent Residential Unit (EQR) as shown on the attached Table 1. Each EQR is estimated to require 0.74 acre feet (242,000 gallons) per year including 350 gallons per day for in-house use (3.5 people) for a total of .39 acre feet and 0.35 acre feet (114,000 gallons) for irrigation of 5,000 square feet of lawn and garden area. This equates to 190 gallons per capita per day (gpcd) which is close to the 198 gpcd determined by Schmueser Gordon Meyer (SGM) in the 2008 Water Conservation Plan.

Residential water demand comprises approximately 70 percent of the total demand based on the 2008 SGM report. It is estimated that during the irrigation season, residential water demand is 80 percent of the use.

## **ANALYSIS OF PHYSICAL AND LEGAL SUPPLY**

The analysis of physical and legal supply looks at available water from the Colorado River and Beaver Creek system based on a year round water rights call and a 159 day water rights call. In 2002, the driest year of record, the call was on for only 141 days. In recent water court proceedings, the Division Engineer has recommended using an extended call scenario that included every day the lower Colorado River call (Cameo Call) has ever been on. This scenario includes 14 days in April, 7 days in May, 15 days in June and July through October.

The current augmentation supply available from 83CW110 is shown on the attached Table 2. The irrigated acres associated with the water rights used for augmentation in 83CW110 are shown on the attached Figure 2. The total potential diversion supply from all sources is shown on Table 3 for a year around call and Table 4 for a 159 day water rights call. The allowable diversion from the augmentation sources in 83CW110 and Ruedi Reservoir water is based on an irrigation use with 75 percent irrigation efficiency in accordance with the accounting methodology outlined in 83CW110. The diversion potential from 83CW110 is 567.1 acre feet and from Ruedi Reservoir water is 363.6 acre feet. The use of the Ruedi Reservoir water in Table 3 and Table 4 was determined based on maximizing the available water supply to meet the peak summer demands. Due to the "bell curve" nature of the monthly water demand and the relatively large base

flow available from the senior direct flow rights, there is no significant difference in the ability to serve a certain population during a 159 day call and a year around call. In other words, the winter diversions are met by the 10.1 cfs available at the Colorado River Intake and the Beaver Creek Supply and the irrigation season calls are augmented under both scenarios.

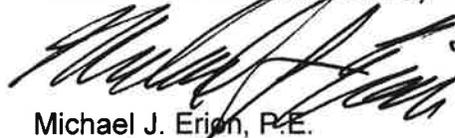
The monthly available water supply was divided by the standard EQR demand for each month to determine the number of EQR that could be served by the City's current water right portfolio and use of these rights. The EQR number was multiplied by 3.5 people per EQR and multiplied by 80 percent residential use to determine the population served. Based on this approach, the current water rights portfolio could serve a population of approximately 25,100 people. A review of the 2008 actual monthly water demand pattern shows a close relationship to the standard EQR pattern shown on Table 1, except in August. People appear to irrigate about the same in August as in July, even though the lawn requires less water. Table 5 uses a projection of the 2008 water demand with an estimated population of 8,700 people (City of Rifle staff estimate). Based on this approach and adjusting the Ruedi Reservoir water to optimize supply, the current water rights portfolio could serve approximately 24,200 people.

The City could increase its ability to serve by acquiring additional Ruedi Reservoir water to meet the peak summer demand. If the City increased the contract storage to 500 acre feet (150 AF additional) the amount available for augmenting potable water diversions would be 415.2 acre feet. This is calculated as 500 minus 25 (5% transit loss), minus 33.5 (delayed return flows), and minus 26.3 (evaporation). The allowable diversion by the City would be 553.6 acre feet (415.2 divided by 0.75). If 150 acre feet of additional Ruedi Reservoir water were acquired the City could serve an additional 1,800 people for both the EQR pattern method (26,900 shown on Table 6) and the 2008 demand method (26,000 shown on Table 7).

Please call if you have any problems or need additional information.

Sincerely,

**RESOURCE ENGINEERING, INC.**



Michael J. Erion, P.E.  
Water Resources Engineer



MJE/mmm  
341-13.3

K:\Clients\341 CITY OF RIFLE\13.3\Loyal Leavenworth hb 1141 water rights.doc

**RIFLE CITY COUNCIL MEETING**

Wednesday, April 16, 2014

REGULAR MEETING

7:00 p.m. \* Council Chambers

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

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

Councilor Miller moved to excuse Councilor Jonathan Rice from tonight's meeting; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Miller, Myers, Parkinson, Winkler

**OTHERS PRESENT:** Matt Sturgeon, City Manager; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Rifle Community Television Manager; Michael Churchill, Rifle Community Television Assistant Manager; John Dyer, Police Chief; Peter Hayes, Building Inspector; Nathan Lindquist, Planning Director; Tom Whitmore, Parks and Recreation Director; Don Andre; Ava Bowles; Alex Flores; Larry Gray; Valentin Hebert; Mike McKibbin; Greg Mullenax; Scott Robertson; Lou Rotella; and John Starr.

**CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:**

- A. Minutes from the March 19, 2014 regular meeting
- B. Minutes from the April 2, 2014 regular meeting
- C. Amend Land Use Code for Seasonal Temporary Uses - Ordinance No. 6, Series of 2014 – 2nd reading
- D. Eliminate B.E.S.T. Test Requirement - Ordinance No. 7, Series of 2014 – 2nd reading
- E. Landscape and Snow Removal Contract
- F. February 2014 Sales Tax Report
- G. February 2014 Financial Report
- H. Accounts Payable

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

With respect to Consent Agenda Item D (2<sup>nd</sup> reading of Ordinance No. 7, Series of 2014, eliminating the B.E.S.T. test requirement), John Starr, Scott Robertson, Greg Mullenax, and Larry Gray opposed elimination of the test requirement, expressing concern that it would lead to unqualified contractors doing work in the City. Lou Rotella said that a contractor's possession of a B.E.S.T. card does not guarantee that the contractor will do quality work. Council discussed options for assuring that contractors do professional work.

Councilor Miller moved to approve Ordinance No. 7, Series of 2014, on second reading as presented and to order it to be published as required by Charter; seconded by Councilor Myers. Roll Call: Yes – Clifton, Miller, Myers, Winkler; no – Carter, Parkinson

## **CITIZEN COMMENTS**

Alex Flores introduced Valentin Hebert, an exchange student he was hosting. Mayor Winkler thanked Mr. Hebert for volunteering in the community.

There were no other citizen comments.

## **PUBLIC HEARING – CONSIDER APPLICATION BY RUEDI CREEK ENTERPRISES INC. D/B/A SAMMY’S FOR A HOTEL AND RESTAURANT LIQUOR LICENSE AT 412 PARK AVENUE**

Mayor Winkler opened the public hearing and swore in Don Andre, President, Ruedi Creek Enterprises Inc. Mr. Andre presented Ruedi Creek Enterprises Inc. d/b/a Sammy’s application for a Hotel and Restaurant Liquor License at 412 Park Avenue.

Mr. Andre explained the circumstances surrounding the offenses listed on his background check.

City Clerk Lisa Cain stated that the hearing was properly noticed, and the fees have been paid. She listed items that Mr. Andre needed to provide to make the application complete.

Staff recommended that if Council was satisfied that Mr. Andre is of good moral character, it approve the application with these conditions:

- Mr. Andre shall provide the items required to make this application complete.
- Required Building Department and Fire Department inspections shall take place before the applicant starts operations.

Councilor Parkinson moved to approve a Hotel and Restaurant Liquor License at 412 Park Avenue for Ruedi Creek Enterprises Inc. d/b/a Sammy’s with these conditions: (1) Mr. Andre shall provide the items required to make the application complete; and (2) required Building Department and Fire Department inspections shall take place before the applicant starts operations; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Miller, Myers, Parkinson, Winkler

## **PUBLIC HEARING - CONSIDER APPLICATION BY EAGLE SPRINGS ORGANIC D/B/A EAGLE SPRINGS MEATS AND FARM FRESH CAFE TO MODIFY PREMISES THAT HAVE AN EXISTING HOTEL AND RESTAURANT LIQUOR LICENSE AT 1733 RAILROAD AVENUE**

Mayor Winkler recused himself from consideration of this matter because of a potential conflict of interest. He left the Council Chamber.

Mayor Pro Tem Miller opened the public hearing and swore in Lou Rotella, Chief Financial Officer/Chief Operating Officer, Eagle Springs Organic LLC. Mr. Rotella presented Eagle Springs Organic LLC d/b/a Eagle Springs Meats and Farm Fresh Café’s (“Eagle Springs”) application to modify premises that have an existing Hotel and Restaurant Liquor License at 1733 Railroad Avenue.

Ms. Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Council discussed the following issues with Mr. Rotella:

- Eagle Springs should have requested and received approval from Council and the State Liquor Enforcement Division before altering the premises.
- The addition of the large bar, the stage, and the dance floor will change the character of the establishment from a restaurant to a night club. The City expects Eagle Springs to serve alcohol in a responsible and lawful manner. The City also expects Eagle Springs to meet the Liquor Code's food service requirements. The City has the authority to conduct unannounced checks for compliance with state and city codes related to operation of liquor-licensed establishments.
- Mr. Rotella should register as manager of Eagle Springs immediately.

Councilor Carter moved to approve Eagle Springs Organic LLC d/b/a Eagle Springs Meats and Farm Fresh Café's application to modify premises that have an existing Hotel and Restaurant Liquor License at 1733 Railroad Avenue; seconded by Councilor Parkinson. Roll Call: Yes – Carter, Clifton, Miller, Myers, Parkinson

Mayor Winkler returned to the Council Chamber.

### **ADMINISTRATIVE REPORTS**

Ms. Cain encouraged members of the community to participate in Literacy Outreach's Spellebration fundraiser in 2015.

Police Chief John Dyer informed Council that the Police Department's strategic planning process is going well. He announced the addition of Abraham Ruiz as a Reserve Police Officer.

Mr. Sturgeon reported to Council on the following issues: water plant bid process; water line break in north Rifle; farewell to Cultural and Special Events Coordinator Blair Bracken; and Ute Theatre. He recommended that Council authorize Mayor Winkler to sign a letter opposing a House Bill that would change provisions related to urban renewal authorities. Council's consensus was to authorize this.

### **COMMENTS FROM MAYOR AND COUNCIL**

Councilor Miller announced that the Colorado Municipal League Policy Committee recommended no policy changes for this year.

Councilor Clifton encouraged citizens to participate in Spring Cleanup and the Strut Your Mutt fundraiser for the animal shelter.

Councilor Myers noted that carbon monoxide detectors are required in all residences. He wished all a Happy Easter.

Mayor Winkler announced that the Rotary Club is seeking hosts for exchange students.

Meeting adjourned at 8:31 p.m.

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Lisa H. Cain  
City Clerk

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Randy Winkler  
Mayor



# *City of Rifle Proclamation*

WHEREAS, The Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

WHEREAS, Rifle Lodge #2195 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and,

WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

WHEREAS, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America and,

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship:

NOW THEREFORE, I Randy Winkler, Mayor of City of Rifle, do hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance:

Approved by the City Council at a regular meeting this 7th day of May, 2014.

CITY OF RIFLE

Attest::

By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# *City of Rifle Proclamation*

To recognize National Police Week 2014 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Rifle Police Department;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 100 officers killed in 2013 and 186 officers killed in previous years;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

THEREFORE, BE IT RESOLVED that the city of Rifle formally designates May 11-17, 2014, as Police Week, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Approved by the City Council at a regular meeting this 7th day of May, 2014.

CITY OF RIFLE

Attest::

By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



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

**From:** Lisa Cain, City Clerk

**Date:** Thursday, May 01, 2014

**Subject:** Liquor License Renewals

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**THESE BUSINESSES HAVE FILED LIQUOR LICENSE RENEWAL APPLICATIONS:**

<u>Business Name/Address</u>	<u>Type of License</u>
Kum & Go LC d/b/a Kum & Go #4923 705 Taughenbaugh Boulevard	3.2% Beer Off Premises
Kum & Go LC d/b/a Kum & Go #4924 1248 Railroad Avenue	3.2% Beer Off Premises

These criteria have been met by these businesses:

- The application is complete.
- The fees have been paid.

I recommend approval of these renewal applications.

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

KUM & GO #4923  
 6400 WESTOWN PKWY  
 WEST DES MONIES IA 50266-7709

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>KUM &amp; GO LC</b>		DBA <b>KUM &amp; GO #4923</b>		
Liquor License # <b>12404240038</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>12404240038</b>	Expiration Date <b>5/18/2014</b>	Due Date <b>4/3/2014</b>
Street Address <b>705 TAUGHENBAUGH BLVD RIFLE CO 81650-2721</b>				Phone Number <b>(970) 625 5045</b>
Mailing Address <b>6400 WESTOWN PKWY WEST DES MONIES IA 50266-7709</b>				
Operating Manager <b>Cheri Holtz</b>	Date of Birth	Home Address	Phone Number	
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>11/14/2033</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  <b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - <u>See Violation List</u></p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Craig Bergstrom</b>	Title <b>CFO</b>
Signature <i>Craig Bergstrom</i>	Date <b>2/20/14</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

Kum & Go LC  
Alcohol Violations

Store #						
658	Alcohol	1st	05/24/2013		Laura Martin	Notified via e-mail from Kellie Wisbrock 5.28.13
663	Alcohol		05/24/2013		Loudly Jean	Notified via e-mail from Kellie Wisbrock 5.28.13
902	Colorado	Alcohol	05/03/2008	2nd		License was immediately suspended for 10 days as the imposition of the penalty from the 1st violation less than 6 months earlier that had been suspended pending the non-violation in the future.
903	Colorado	Alcohol	05/03/2008	2nd		License was immediately suspended for 10 days as the imposition of the deferred sentence for the 1st violation less than 6 months earlier.
903	Colorado	Alcohol	02/01/2008	1st		
906	Colorado	Alcohol	09/29/2010	1st	\$200.00	Settlement Agreement and Fine sent 5/25/2011
913	Colorado	Alcohol	10/07/2010	1st	\$200.00	
913	Alcohol	1st	12/06/2013		Janice Cooper	
914	Colorado	Alcohol	5/10/2013	1st		
915	Colorado	Alcohol	06/05/2011	1st		
915	Alcohol	1st	05/16/2011		\$200.00	Notified via e-mail from Kellie Wisbrock 6.6.13. Stipulation and agreement returned by MJC on 6.20.13.
919	Colorado	Alcohol	09/27/2012	1st	\$200.00	
						Notified by store, provided information for payment of fine in lieu of suspension. Sent Stipulation and payment of fine 11.29.12.
922	Colorado	Alcohol	10/30/2010	1st	\$200.00	Settlement Agreement and Payment sent 5/25/2011
927	Colorado	Alcohol	10/29/2010	3rd	\$200.00	5/16/11 - Sent payment of \$200 and Stipulation, Agreement and Order

927 Colorado	Alcohol	06/15/2007	2nd		
927 Colorado	Alcohol	06/25/2005	1st	\$0.00	
		5 days abeyance commencing on 10/4/05; 40 hours service with Community Coalition; Failed to serve community Service - 2 days suspension March 6 & 7, 2007			
927 Alcohol	1st	07/01/2013			Notified via e-mail by Kellie Wisbrock 7.1.13.
928 Colorado	Alcohol	1/11/2013	1st		200 Stipulation and Agreement sent 3.14.13
928 Colorado	Alcohol	12/02/2011	3rd		10 day suspension
928 Colorado	Alcohol	06/15/2007	1st		
928 Colorado	Alcohol	12/21/2007	2nd		
928 Colorado	Alcohol	1/11/2013			200 Stipulation and agreement sent
930 Colorado	Alcohol	05/13/2009	1st		
933 Colorado	Alcohol	06/01/2012	1st		Rec'd notice of Show Cause Hearing 7/12/12. Hearing is on 9/20/12.
933 Alcohol	2nd	11/23/2013			
973 Colorado	Alcohol	10/07/2010	1st	\$200.00	
973 Colorado	Alcohol	12/01/2012	2nd		
		Notified via e-mail by Portia Fehr 12.3.12. 15 day suspension (2.23-2.27), 5 active, 10 in abeyance for 1 year. Stipulation Agreement sent 1.24.13.			
995 Alcohol	1st	06/27/2013			Notified via e-mail by Portia Fehr on 7.1.13.
4923 Colorado	Alcohol	07/26/2007	1st		
4924 Colorado	Alcohol	07/26/2007	1st		

Kum & Go LC  
Colorado Locations

Store #	Address	Address2	City	State	Zip	Phone
650	17970 Knollwood Dr		Monument	CO	80132	719-487-2696
657	2130 Vickers Dr.		Colorado Springs	CO	80918	719-219-0324
658	6125 Barnes Rd		Colorado Springs	CO	80922	719-219-0685
663	5771 N Carefree Circle		Colorado Springs	CO	80917	719-219-0086
665	1206 Interquest Pkwy		Colorado Springs	CO	80921	719-219-0697
667	7375 Duryea Rd		Colorado Springs	CO	80918	719-445-5041
669	6735 N Carefree Circle		Colorado Springs	CO	80922	719-434-3869
670	8050 Fountain Mesa Rd		Fountain	CO	80817	719-382-9018
672	3025 Hancock Expressway		Colorado Springs	CO	80916	719-473-8296
673	620 E. Fillmore St.		Colorado Springs	CO	80907	719-219-0726
674	1021 S Nevada Ave		Colorado Springs	CO	80903	719-362-8082
900	16065 Hwy 131	PO Box 174	Yampa	CO	80483	970-638-4283
901	895 Yampa & 9Th		Craig	CO	81625	970-824-7325
902	1302 W Victory		Craig	CO	81625	970-824-2568
903	700 E Victory Way		Craig	CO	81625	970-824-2418
905	905 Main St	PO Box 242	Silt	CO	81652	970-876-0683
906	0010 Stone Quarry Road		Battlement Mesa	CO	81635	970-285-5637
907	101 Ruby Ranch Road	PO Box 2657	Silverthorne	CO	80498	970-468-0888
909	605 Park Ave	PO Box 1599	Kremmling	CO	80459	970-724-1105
910	366 71st Ave		Greeley	CO	80634	970-353-1110
912	30393 Kings Valley Dr.		Conifer	CO	80433	303-816-0558
913	PO Box 686	13799 Pacific Circle	Mead	CO	80504	970-535-4601
914	7027 20th St		Greeley	CO	80634	970-330-8552
915	300 Harrison Ave		Leadville	CO	80461	719-486-3175
916	203 Mt View Dr		Leadville	CO	80461	719-486-1221
919	317 E Main St		Rangely	CO	81648	970-675-2858
920	2032 Curve Plaza	PO Box 880909	Steamboat Springs	CO	80477	970-871-3324
921	120 E 1St St.		Rifle	CO	81650	970-625-5185
922	120 E. 26th St.		Rifle	CO	81650	970-625-2274
927	801 Castle Valley Blvd.		New Castle	CO	81647	970-984-9618
928	80 Anglers Dr	P.O.Box #882139	Steamboat Springs	CO	80488	970-871-0753

929 59 Tamarisk Trail		Battlement Mesa	CO	81635 970-285-7381
930 2150 E. Bridge St.		Brighton	CO	80601 720-685-3161
931 2901 37th St		Evans	CO	80620 970-330-3206
933 115 Knobcone Dr.		Loveland	CO	80537 970-669-2889
934 8150 6th St.	P.O. Box 1429	Wellington	CO	80549 970-568-3173
935 103 OakRidge Court	PO Box 1317	Gypsym	CO	81637 970-524-1833
937 4530 Hwy 6 & 24 Unit A		De Beque	CO	81630 970-283-8635
938 308 Agate Ave	PO Box 1907	Granby	CO	80446 970-887-3031
940 70 W Bridge		Brighton	CO	80601 303-659-9546
942 6503 29th St.		Greeley	CO	80634 970-330-0313
972 2375 Canyon Blvd		Boulder	CO	80302 303-440-1457
973 127 Laura Way		Dacono	CO	80514 303-833-3935
975 PO Box 3028		Idaho Springs	CO	80452 303-567-2385
978 PO BOX 5940		Eagle	CO	81631 970-328-0806
995 1600 E. Eisenhower Blvd		Loveland	CO	80537 970-612-0112
2925 39065 Hwy 13	P.O. Box #153	Meeker	CO	81641 970-878-5131
2926 2510 Gilstrap Ct.		Glenwood Springs	CO	81601 970-947-1469
4904 230 W. Jefferson	P.O. Box #817	Hayden	CO	81639 970-276-3625
4923 365 So. 7Th		Rifle	CO	81650 970-625-5045
4924 1248 Railroad Ave.		Rifle	CO	81650 970-625-4179
4951 105 6Th St		Glenwood Springs	CO	81601 970-945-7628
6937 4530 Hwy 6 & 24 Unit B		De Beque	CO	81630 970-283-1246

pending Locations

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

KUM & GO #4924  
 6400 WESTOWN PKWY  
 WEST DES MONIES IA 50266-7709

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>KUM &amp; GO LC</b>		DBA <b>KUM &amp; GO #4924</b>		
Liquor License # <b>12404240037</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>12404240037</b>	Expiration Date <b>5/6/2014</b>	Due Date <b>3/22/2014</b>
Street Address <b>1248 RAILROAD AVE RIFLE CO 81650-3325</b>				Phone Number <b>(970) 625 4179</b>
Mailing Address <b>6400 WESTOWN PKWY WEST DES MONIES IA 50266-7709</b>				
Operating Manager <b>Nicole Dunigan</b>	Date of Birth	Home Address	Phone Number	

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*if rented, expiration date of lease \_\_\_\_\_
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO - See Violation List
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Craig Bergstrom</b>	Title <b>CFO</b>
Signature <i>Craig Bergstrom</i>	Date <b>2/20/14</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For		Date
Signature	Title	Attest

Kum & Go LC  
Alcohol Violations

Store #								
658	Alcohol	1st	05/24/2013		Laura Martin	Notified via e-mail from Kellie Wisbrock 5.28.13		
663	Alcohol		05/24/2013		Loudly Jean	Notified via e-mail from Kellie Wisbrock 5.28.13		
902	Colorado	Alcohol	05/03/2008	2nd		License was immediately suspended for 10 days as the imposition of the penalty from the 1st violation less than 6 months earlier that had been suspended pending the non-violation in the future.		
903	Colorado	Alcohol	05/03/2008	2nd		License was immediately suspended for 10 days as the imposition of the deferred sentence for the 1st violation less than 6 months earlier.		
903	Colorado	Alcohol	02/01/2008	1st				
906	Colorado	Alcohol	09/29/2010	1st		\$200.00	Settlement Agreement and Fine sent 5/25/2011	
913	Colorado	Alcohol	10/07/2010	1st		\$200.00		
913	Alcohol	1st	12/06/2013		Janice Cooper			
914	Colorado	Alcohol	5/10/2013	1st				
915	Colorado	Alcohol	06/05/2011	1st				
915	Alcohol	1st	05/16/2011			\$200.00	Notified via e-mail from Kellie Wisbrock 6.6.13. Stipulation and agreement returned by MJC on 6.20.13.	
919	Colorado	Alcohol	09/27/2012	1st		\$200.00		
							Notified by store, provided information for payment of fine in lieu of suspension. Sent Stipulation and payment of fine 11.29.12.	
922	Colorado	Alcohol	10/30/2010	1st		\$200.00	Settlement Agreement and Payment sent 5/25/2011	
927	Colorado	Alcohol	10/29/2010	3rd		\$200.00	5/16/11 - Sent payment of \$200 and Stipulation, Agreement and Order	

927 Colorado	Alcohol	06/15/2007	2nd		
927 Colorado	Alcohol	06/25/2005	1st	\$0.00	
		5 days abeyance commencing on 10/4/05; 40 hours service with Community Coalition; Failed to serve community Service - 2 days suspension March 6 & 7, 2007			
927 Alcohol	1st	07/01/2013			Notified via e-mail by Kellie Wisbrock 7.1.13.
928 Colorado	Alcohol	1/11/2013	1st		200 Stipulation and Agreement sent 3.14.13
928 Colorado	Alcohol	12/02/2011	3rd		10 day suspension
928 Colorado	Alcohol	06/15/2007	1st		
928 Colorado	Alcohol	12/21/2007	2nd		
928 Colorado	Alcohol	1/11/2013			200 Stipulation and agreement sent
930 Colorado	Alcohol	05/13/2009	1st		
933 Colorado	Alcohol	06/01/2012	1st		Rec'd notice of Show Cause Hearing 7/12/12. Hearing is on 9/20/12.
933 Alcohol	2nd	11/23/2013			
973 Colorado	Alcohol	10/07/2010	1st	\$200.00	
973 Colorado	Alcohol	12/01/2012	2nd		
		Notified via e-mail by Portia Fehr 12.3.12. 15 day suspension (2.23-2.27), 5 active, 10 in abeyance for 1 year. Stipulation Agreement sent 1.24.13.			
995 Alcohol	1st	06/27/2013			Notified via e-mail by Portia Fehr on 7.1.13.
4923 Colorado	Alcohol	07/26/2007	1st		
4924 Colorado	Alcohol	07/26/2007	1st		

Kum & Go LC  
Colorado Locations

Store #	Address	Address2	City	State	Zip	Phone
650	17970 Knollwood Dr		Monument	CO	80132	719-487-2696
657	2130 Vickers Dr.		Colorado Springs	CO	80918	719-219-0324
658	6125 Barnes Rd		Colorado Springs	CO	80922	719-219-0685
663	5771 N Carefree Circle		Colorado Springs	CO	80917	719-219-0086
665	1206 Interquest Pkwy		Colorado Springs	CO	80921	719-219-0697
667	7375 Duryea Rd		Colorado Springs	CO	80918	719-445-5041
669	6735 N Carefree Circle		Colorado Springs	CO	80922	719-434-3869
670	8050 Fountain Mesa Rd		Fountain	CO	80817	719-382-9018
672	3025 Hancock Expressway		Colorado Springs	CO	80916	719-473-8296
673	620 E. Fillmore St.		Colorado Springs	CO	80907	719-219-0726
674	1021 S Nevada Ave		Colorado Springs	CO	80903	719-362-8082
900	16065 Hwy 131	PO Box 174	Yampa	CO	80483	970-638-4283
901	895 Yampa & 9Th		Craig	CO	81625	970-824-7325
902	1302 W Victory		Craig	CO	81625	970-824-2568
903	700 E Victory Way		Craig	CO	81625	970-824-2418
905	905 Main St	PO Box 242	Silt	CO	81652	970-876-0683
906	0010 Stone Quarry Road		Battlement Mesa	CO	81635	970-285-5637
907	101 Ruby Ranch Road	PO Box 2657	Silverthorne	CO	80498	970-468-0888
909	605 Park Ave	PO Box 1599	Kremmling	CO	80459	970-724-1105
910	366 71st Ave		Greeley	CO	80634	970-353-1110
912	30393 Kings Valley Dr.		Conifer	CO	80433	303-816-0558
913	PO Box 686	13799 Pacific Circle	Mead	CO	80504	970-535-4601
914	7027 20th St		Greeley	CO	80634	970-330-8552
915	300 Harrison Ave		Leadville	CO	80461	719-486-3175
916	203 Mt View Dr		Leadville	CO	80461	719-486-1221
919	317 E Main St		Rangely	CO	81648	970-675-2858
920	2032 Curve Plaza	PO Box 880909	Steamboat Springs	CO	80477	970-871-3324
921	120 E 1st St.		Rifle	CO	81650	970-625-5185
922	120 E. 26th St.		Rifle	CO	81650	970-625-2274
927	801 Castle Valley Blvd.		New Castle	CO	81647	970-984-9618
928	80 Anglers Dr	P.O.Box #882139	Steamboat Springs	CO	80488	970-871-0753

929 59 Tamarisk Trail		Battlement Mesa	CO	81635 970-285-7381
930 2150 E. Bridge St.		Brighton	CO	80601 720-685-3161
931 2901 37th St		Evans	CO	80620 970-330-3206
933 115 Knobcone Dr.		Loveland	CO	80537 970-669-2889
934 8150 6th St.	P.O. Box 1429	Wellington	CO	80549 970-568-3173
935 103 OakRidge Court	PO Box 1317	Gypsym	CO	81637 970-524-1833
937 4530 Hwy 6 & 24 Unit A		De Beque	CO	81630 970-283-8635
938 308 Agate Ave	PO Box 1907	Granby	CO	80446 970-887-3031
940 70 W Bridge		Brighton	CO	80601 303-659-9546
942 6503 29th St.		Greeley	CO	80634 970-330-0313
972 2375 Canyon Blvd		Boulder	CO	80302 303-440-1457
973 127 Laura Way		Dacono	CO	80514 303-833-3935
975 PO Box 3028		Idaho Springs	CO	80452 303-567-2385
978 PO BOX 5940		Eagle	CO	81631 970-328-0806
995 1600 E. Eisenhower Blvd		Loveland	CO	80537 970-612-0112
2925 39065 Hwy 13	P.O. Box #153	Meeker	CO	81641 970-878-5131
2926 2510 Gilstrap Ct.		Glenwood Springs	CO	81601 970-947-1469
4904 230 W. Jefferson	P.O. Box #817	Hayden	CO	81639 970-276-3625
4923 365 So. 7Th		Rifle	CO	81650 970-625-5045
4924 1248 Railroad Ave.		Rifle	CO	81650 970-625-4179
4951 105 6Th St		Glenwood Springs	CO	81601 970-945-7628
6937 4530 Hwy 6 & 24 Unit B		De Beque	CO	81630 970-283-1246

pending Locations



**To:** Mayor and City Council; Matt Sturgeon, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Friday, May 02, 2014  
**Subject:** Setting a Hearing to Review an Application for a New Liquor License

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Eagle Springs Organic LLC d/b/a Farm Fresh Café & Steakhouse has filed an application for a new Hotel and Restaurant liquor license for premises located at 1725 Railroad Avenue.

A hearing date needs to be set to review the application, which was submitted on April 22, 2014.

Staff recommends that Council hold this hearing at its meeting on June 4, 2014.

Thank you.



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

**From:** Lisa Cain, City Clerk

**Date:** Thursday, May 01, 2014

**Subject:** Special Event Liquor Permit: BPOE Lodge Rifle Lodge #2195 – Rifle Rendezvous

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BPOE Lodge Rifle Lodge #2195 has applied for a Special Event Permit to serve liquor at the Rifle Rendezvous at the Garfield County Fairgrounds at 1001 Railroad Avenue on May 16 and May 17, 2014 from 5:00 p.m. to 10:30 p.m. each day.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2014.

The City has not received any protest about the application following posting of notice. Staff does not object to Council's approving the permit.

Staff recommends that Council:

- 1) Cancel the public hearing scheduled on its May 7, 2014 agenda on this application; and
- 2) Approve a Special Event Permit for BPOE Lodge Rifle Lodge #2195 to serve liquor at the Rifle Rendezvous at the Garfield County Fairgrounds at 1001 Railroad Avenue on May 16 and May 17, 2014 from 5:00 p.m. to 10:30 p.m. each day.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>BPOE LODGE RIFLE ELKS LODGE NO 2195</b>	State Sales Tax Number (Required) <b>04-09357-0000</b>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP)  <b>PO BOX 1229 Rifle CO 81650</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  <b>1001 RAILROAD AVE Rifle CO 81650</b>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Nancy Bayne</b>			
5. EVENT MANAGER <b>Todd Saunders</b>			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

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

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

Date	Date	Date	Date	Date
May 16, 2014	May 17, 2014			
Hours From 5:00 p.m. To 10:30 p.m.	Hours From 5:00 p.m. To 10:30 p.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

**OATH OF APPLICANT**

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

SIGNATURE 	TITLE <b>Secretary</b>	DATE <b>4-1-2014</b>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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



04/01/2014

To Whom It May Concern,

I, Dave Ebeler, Manager of the Garfield County Fairgrounds, grant permission to Rifle Elks to serve alcoholic beverages at the fairgrounds, May 16-17, 2014 during the Rifle Rendezvous.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Ebeler", with a long, sweeping horizontal line extending to the right.

Dave Ebeler

Garfield County Fairgrounds Manager

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

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

**BPOE RIFLE ELKS #2195**

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

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

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



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

Secretary of State of the State of Colorado

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

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

**City of Rifle**  
**Special Event Liquor Permit Application**

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

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? **May 16th and 17th - 2014**
2. Describe your event.  
**Beer Garden at the Fair Grounds for Rendezvous**
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
**We are a Fraternal organization. This helps fund our charity projects in the community.**
4. Who or what organization will be the recipient of funds derived from this event?  
**Rifle Elks Lodge #2195**
5. How many attendees do you expect at this event? **One to two thousand**
6. Describe the premises at which this event will take place. **Saturday<sup>not</sup>**  
There will be one beer stand during the bull riding event on ~~Friday~~ night as well as one in the indoor arena. ~~Saturday~~ there will be only one in the Indoor Arena  
**Friday<sup>not</sup>**
7. What security measures will you take to ensure your event will be safe for all participants?  
**They are providing security. We will check I.D.'s and place a wristband on them.**
8. How many security personnel will be on hand? **At least 4**
9. How will security personnel be identified?  
**They are in uniform.**
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
**The bull riding event will be in the grandstands. The area around the grandstand is fenced off and there will be security at the gates.**

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

Friday night bull riding. Indoor arena will have a show and band. The same in the indoor arena for Saturday night.

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

At the stand licenses or state issued ID's will be checked and a wristband will be placed on them.

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

By those serving and the security personnel.

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

Nancy Bayne

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

There will be food vendors available.

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

The Rendezvous Committee is in charge of the advertising.

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature:

*Nancy Bayne*

Date: April 1, 2014

## This is your Official TIPS® Certification Card.

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

### Congratulations!

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

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

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

Sincerely,



Adam F. Chafetz  
President, HCI

### IMPORTANT: Keep a copy of this card for your records. Write down

your certification number because you will need it when contacting TIPS, Inc. by using the informational information, contact Health Communications, Inc. by using the informational provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



On Premise

SSN:

XXX-XX-XXXX

Issued: 10/15/2013

Expires: 9/24/2016

ID#: 3589236

D.O.B.: XX/XX/XXXX

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

For service visit us online at [www.gettips.com](http://www.gettips.com)  
Kristy Christensen, 54036



**To:** Honorable Mayor and Rifle City Council; Matt Sturgeon, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Thursday, May 01, 2014  
**Subject:** Application to Transfer Ownership of Liquor License – Big Kids Corner Bar LLC

---

Big Kids Corner Bar LLC has filed an application to transfer ownership of the Tavern Liquor License held by Jeffery H Day d/b/a Sports Corner at 100 West 3rd Street.

Pursuant to Rifle Municipal Code Section 6-5-80(b), the Police Department conducted a background check on the sole LLC Member, Carl Braden. The background check revealed an arrest in 1993.

Council's options are:

- 1) Approve the transfer application on its consent agenda for May 7; or
- 2) Schedule a public hearing for May 21 to consider the applicant's character.

Pursuant to Code Section 6-5-80(c), **I recommend that Council approve the transfer.** Mr. Braden's arrest occurred over 20 years ago, and the charges were dismissed.



## APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

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

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

#### I. APPLICANT INFORMATION

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

#### II. DIAGRAM OF THE PREMISES

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

#### III. PROOF OF PROPERTY POSSESSION

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

#### IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

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

#### V. CORPORATE APPLICANT INFORMATION (If Applicable)

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

#### VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

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

#### VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

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

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

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

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

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

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

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

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

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

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

Landlord <u>Peter Sahula</u>	Tenant <u>Carlton Braden</u>	Expires <u>9/30/18</u>
---------------------------------	---------------------------------	---------------------------

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

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST

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

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes  No   
 Has a local ordinance or resolution authorizing optional premises been adopted?  
 Number of separate Optional Premises areas requested. \_\_\_\_\_ (See License Fee Chart)

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

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

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

17a. Name of Manager (for all on-premises applicants) Carlton Braden (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth 5/31/68)

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

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

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Carlton Braden	510 yarrow circle Parachute CO	5/31/68	owner	100

\*If total ownership percentage disclosed here does not total 100% applicant must check this box  
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

**Additional Documents to be submitted by type of entity**

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

Registered Agent (if applicable) Carlton Braden      Address for Service 100 W 3rd Street Rifle CO 81650

**OATH OF APPLICANT**

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

Authorized Signature 	Title <u>Downer</u>	Date <u>10/2/15</u>
---	------------------------	------------------------

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

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.
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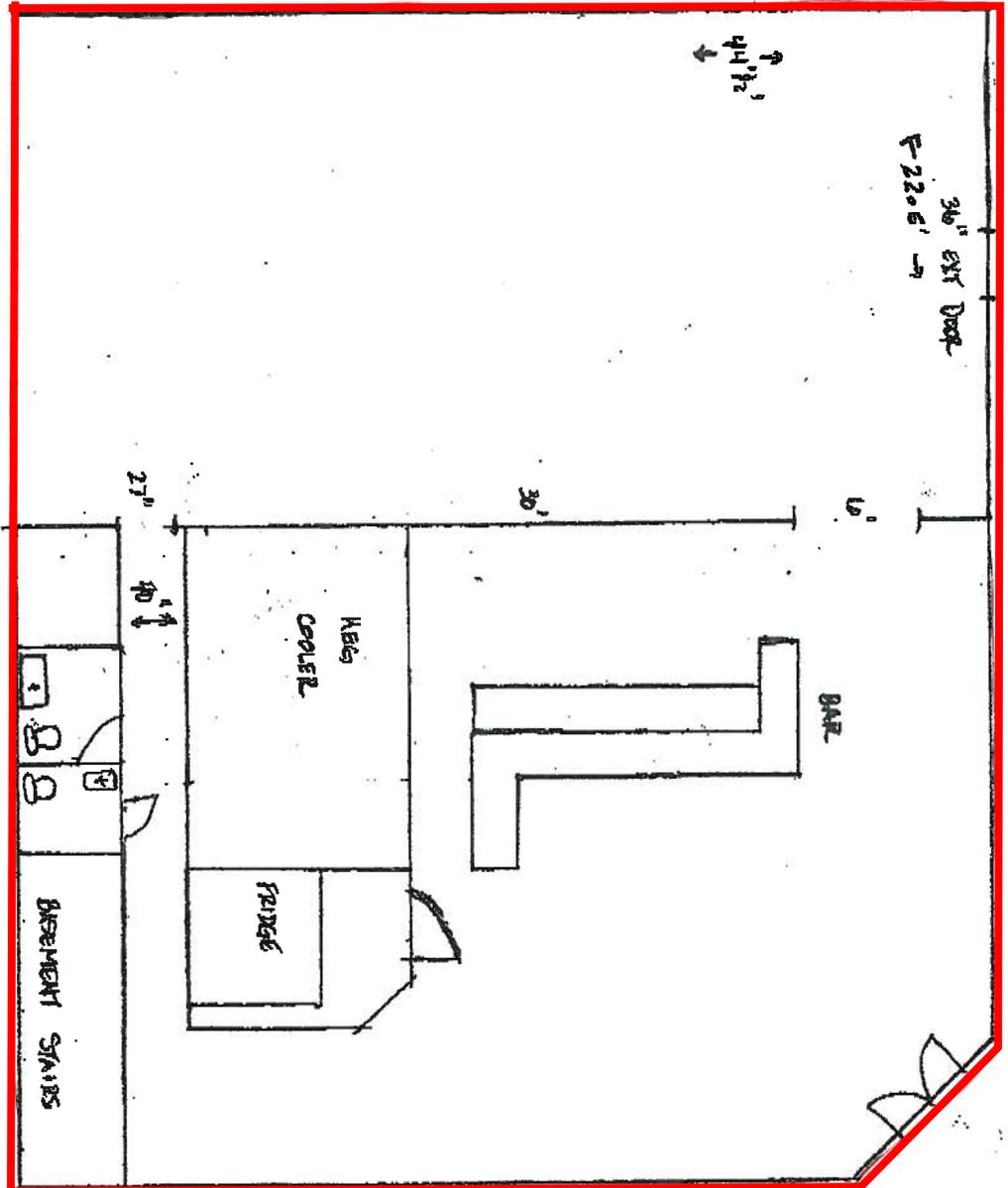
**THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:**

- That each person required to file DR 8404-I (Individual History Record) has:
- |   |   |                             |
|---|---|-----------------------------|
| <input type="checkbox"/> Been fingerprinted .....   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license .....  Yes     No
- (Check One)
- Date of Inspection or Anticipated Date \_\_\_\_\_
- Upon approval of state licensing authority.

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

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> TOWN, CITY
		<input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

RAILROAD AVE



□ = 4 SQUARE FEET (2'x2')

Commercial Lease  
100 West Third St./ 305 Railroad Avenue, Rifle, Colorado

This commercial lease made and entered into this 15 day of August 2013 by and between Peter Sahula, Lessor and Big Kids Corner Bar LLC, Lessee.

Recitals

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to Lessee for business purposes.
2. Lessee desires to lease the premises for the purpose of conducting a public drinking establishment.
3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Subject and Purpose

Lessor leases that portion of the first floor of the McLearn Building located on lots 11 & 12, Block L in the city of Rifle, Garfield County, Colorado which is entered through 100 West 3rd Street, and the rental space which is entered through 305 Railroad Avenue, in the city of Rifle, Colorado to Lessee for use in conducting a public drinking establishment.

2. Terms and Rent

Lessor demises the above premises for a term of five (5) years commencing October 1, 2013 and ending September 30, 2018 at an annual rental of \$26,400.00 payable in monthly installments of \$ 2,200.00, said installments being payable in advance on the 1st day of each month for that month's rental for the duration of the 5 year lease term. A late charge of 10% will be charged for any payment of rent received after the 10th day of each month. In addition, a charge of \$ 50.00 will be assessed for any checks returned unpaid due to insufficient funds.

3. Security Deposit

The Lessor is holding a security deposit in the amount of \$ 2,200.00. The Lessee shall not have the right to apply any security sums so held for rent. The security deposit shall be refunded when the tenancy is terminated; provided that the premises have been left in good and undamaged condition and thoroughly cleaned and provided that performance under this agreement is fully completed. The Lessor is also receiving \$ 4,400.00 as payment for first and last months rent.

4. Lessor's Property

Lessee acknowledges that the counter, the bar, the walk-in cooler, the lighting fixtures and miscellaneous trade and fixtures attached to the premises that are not the property of the alcohol distributors are leasehold improvements belonging to the Lessor, which are to be maintained in good condition by the Lessee and surrendered to the Lessor upon termination of the tenancy in good condition and working order, ordinary wear and tear excepted. The Lessee will take his own personal items, which are displayed, upon termination of the lease. Also Lessee acknowledges that the eighteen (18) tables and thirty six (36) chairs and eighteen (18) barstools presently on the premises, and the property on the attached list, #A, are the property of the Lessor, with the understanding that the same shall remain on the premises as incidents of the lease and that said tables and chairs shall be maintained by the Lessee and surrendered to the Lessor by the Lessee upon termination of the tenancy.

- ★ Lessee has been advised that certain of the items of personal property included in this lease may be subject to pre-existing liens created by the previous tenant, Jeffrey Day. Lessee assumes all risk of the existence of such liens and all risk of the claims of a bankruptcy trustee, should Jeffrey Day initiate bankruptcy proceedings. Lessee will hold harmless and indemnify Lessor of any claims arising out of such liens or bankruptcy proceedings.

5. Utilities

Lessor shall provide at it's expense, heat to the demised premises, and water. Lessee shall arrange for and pay the cost of electricity and trash removal. Maintenance of the cooling systems is the responsibility of the Lessee, Maintenance of the heating system is the responsibility of the Lessor.

6. Care of Premises

Repair or replacement of broken windows shall be the responsibility of the Lessee. Any exterior signage shall be subject to Lessors review and approval, which shall not be unreasonably withheld. Neon signage attached to the exterior of the building is not allowed.

Continued from page 1 Lease for 100 West 3rd Street / 305 Railroad Avenue, Rifle, Co.

7. List of Intended Repairs and Improvements Agreed to be Performed by Lessee

This list prepared by the Lessee or the lessee's agent is an attachment to this lease. as attachment- #B

8. Restrictions on Use

The Lessee shall not conduct any activity that is unlawful, ultrahazardous, or that would increase the premiums for liability insurance on the premises. Nor shall Lessee allow any waste or nuisance on the premises. This shall include, but not be limited to, being a public nuisance leading to significant complaints by neighboring businesses, and/or residential tenants in the McLearn Building. Lessor shall be the sole judge of what is significant.

9. Maintenance of Sidewalk

The Lessee shall maintain the sidewalk adjacent to the premises free from ice and snow.

10. Reservations by Lessor

The Lessor shall have the right to enter the premises at any reasonable hour to inspect the premises and to make repairs, as required in an emergency, with a bar employee present.

11. Default and Forfeiture

Lessor shall, on default with respect to any of the provisions of this lease by Lessee, provide the Lessee with written notice of any breach of the leased terms or conditions and Lessee shall then have ten (10) days to either correct the condition, or commence corrective action.

12. Remedies for Lessor

Any and all remedies provided to the Lessor for the enforcement of the provisions of this lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this lease, or remedies authorized by law or both. Lessee shall be liable for any costs or expense incurred by Lessor in enforcing any of the terms of this lease, or in pursuing any legal action for the enforcement of Lessor's rights.

13. Nonliability of Lessor for Damages

Lessor shall not be liable for liability for damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks or other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. Lessee agrees to hold the Lessor harmless for any injury or damage, occasioned by breakage or stoppage of the plumbing, sewage, cooling systems, or heating systems, whether the breakage results from freezing or otherwise.

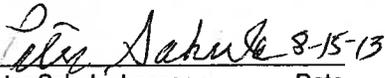
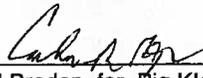
14. Contingency Clause and Right to Assign

Although the Lessor does not have the right to approve an assignee, the Lessor has the right to approve the financial ability of the assignee to assure himself of the ability of the assignee to meet the obligations of the lease. An assignment of this lease is contingent on the assignee having or obtaining his liquor license at the time the assignment of the lease begins. Lessee must notify Lessor with thirty (30) days notice of any proposed assignment of this lease.

\* Carl Braden guarantees the performance of the obligations of "Big Kids Corner Bar LLC" in this lease.

15. Insurance

The Lessee must maintain a reasonable amount of Liability, Property Damage, and Fire Insurance on the premises and have the Lessor listed as an "additional insured" on the policy and notify Lessor as to the amount of the coverage, and any changes in the policy or policies.

	8-15-13		
Peter Sahula, Lessor	Date	Carl Braden, for Big Kids Corner Bar LLC	Date
99 Knight Rd,		510 Yarrow Circle	
Basalt, Colorado 81621		Parachute, Colorado 81635	

ATTACHED LIST #A

INVENTORY

Juke Box  
Change Machine  
Cigarette Machine  
Ice Machine  
Dart Machine  
Large Walk In Cooler  
Beer Cooler with Glass Door  
1 Upholstered chair with arms  
4 Michelob stained glass lights  
1 large Blender  
Small Pizza oven  
9 Antlers  
2 mounted deer Heads  
3 Speakers  
4 ceiling Fans  
2 Pool Table lights  
2 Coolers  
2 Foldable tables  
3 pool cue display cases  
Large Fan

Conveyed to Peter Sahula by previous tenant

Large walk in cooler  
3 pool tables  
1 Cigarette Machine  
1 Dart board Machine  
6 TV's (some not working)  
2 portable swamp coolers (1 not working)  
1 window mount Swamp Cooler

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ATTACHMENT #B

LIST OF INTENDED REPAIRS BY LESSEE  
(Prepared by Lessee and Lessee's Manager)

- 1- Airconditioning
- 2- Repair of plumbing behind Bar
- 3- Repair of plumbing in Bathrooms
- 4- Revarnish Floors
- 5- New Ceiling tiles
- 6- Paint bar and poolroom
- 7- Varnish wood walls
- 8- New Ice Machine
- 9- Fix broken windows
- 10- Cleanup down stairs
- 11- New door locks with key cards
- 12- Access to downstairs new locks
- 13- Lights in hallway
- 14- Ceiling fans in Poolroom to work

*BS*

## INDIVIDUAL HISTORY RECORD

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

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

1. Name of Business  
*Big Kids Corner Bar LLC*

2. Your Full Name (last, first, middle)  
*Braden, & Carlon B*

3. List any other names you have used.  
*Carlon Braden*

4. Mailing address (if different from residence)  
*100 W. 3rd Street Rifle CO 81650*

Home Telephone  
*970-274-9906*

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current <i>510 yarrow circle</i>	<i>Parachute CO 81635</i>	<i>6-11</i> <del>4-10</del>	<i>Present</i>
Previous <i>238 Miller Lane</i>	<i>Rifle CO 81650</i>	<i>4-10</i>	<i>6-11</i>

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

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
<i>BS Trucking</i>	<i>out of business</i>	<i>driver</i>	<i>2008</i>	<i>2010</i>
<i>Big Kid Trucking</i>	<i>510 yarrow circle Parachute CO PO Box 821 Rifle CO 81650</i>	<i>Owner</i>	<i>2000</i>	<i>current</i>

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
<i>N/A</i>			

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

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

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

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

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12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)  
 Yes  No

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**PERSONAL AND FINANCIAL INFORMATION**

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL.  
 Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 C.R.S.

**Oath of Applicant**

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

Authorized Signature 	Title <i>Director</i>	Date <i>10-2-13</i>
---	--------------------------	------------------------

**AFFIDAVIT OF TRANSFER  
AND STATEMENT OF COMPLIANCE**

Name of Business: Sports Corner

Name of Licensee (Seller): Jeff Day

Name of Applicant (Buyer): Big Kids Carnes Bar LLC

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes,

Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

Paid in full. There are no outstanding accounts with any Colorado Wholesalers.

Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

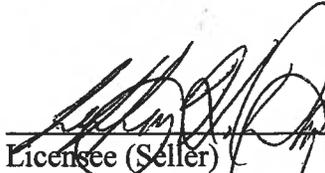
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

Applicant will assume full responsibility for payment of the outstanding accounts as listed above.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership, or other business entity to be formed by the Applicant.

Dated this 16 day of October, 2013.

  
\_\_\_\_\_  
Licensee (Seller)                      Date

Jeffery H. Day d/b/a  
Sports Corner  
License # 42-06203-0000

  
\_\_\_\_\_  
Applicant (Buyer)                      Date

Carlton R. Braden  
Big Kids Carnes Bar, LLC

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

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Organization

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

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

**Big Kids Corner Bar LLC**

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

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

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

Street address **100 W 3rd Street**  
*(Street number and name)*

**Rifle** **CO** **81650**  
*(City) (State) (ZIP/Postal Code)*

**United States**  
*(Province - if applicable) (Country)*

Mailing address  
(leave blank if same as street address) *(Street number and name or Post Office Box information)*

*(City) (State) (ZIP/Postal Code)*

*(Province - if applicable) (Country)*

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

Name **Braden** **Carlton**  
(if an individual) *(Last) (First) (Middle) (Suffix)*

or

(if an entity)

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

Street address **100 W 3rd Street**  
*(Street number and name)*

**Rifle** **CO** **81650**  
*(City) (State) (ZIP Code)*

Mailing address  
(leave blank if same as street address) *(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

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

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

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

Name  
(if an individual) Braden Carlton  
(Last) (First) (Middle) (Suffix)  
or  
(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)  
Mailing address 100 W 3rd Street  
(Street number and name or Post Office Box information)  
Rifle CO 81650  
(City) (State) (ZIP/Postal Code)  
United States  
(Province – if applicable) (Country)

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

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

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

(Mark the applicable box.)

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document is/are 10/01/2013  
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

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

<b>Braden</b>	<b>Carlton</b>		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<b>100 W 3rd Street</b>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<b>Rifle</b>	<b>CO</b>	<b>81650</b>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<b>United States</b>			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

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

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

**Disclaimer:**

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

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Big Kids Corner Bar LLC

This Company Agreement of this SINGLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as the Member. It is the Member's express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Member's. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

## ARTICLE I

### Company Formation

- 1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a perpetual period unless,
  - (a) The Member votes for dissolution; or
  - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
  - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Member selects.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

## ARTICLE II

### Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## ARTICLE III

### Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

## ARTICLE IV

### Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member.
- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books,

records and materials in the Chief Executive Member's possession regarding the Company or its activities.

- 4.9 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
  - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
  - (c) Copies of any financial statements of the limited liability company for the three most recent years.

## ARTICLE V

### Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

## ARTICLE VI

### Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
  - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
    - (a) Distributions to him/her in reduction of Company capital;
    - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

**ARTICLE VII**  
**Transfers**

7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

**ARTICLE VIII**  
**Dissolution**

8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

**CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 4 day of Oct, 2013.

 Signature Carlton de Braden Printed Name



## MEMORANDUM

**To: Mayor Winkler and City Council, City Manager Sturgeon**  
**From: Kimberly Bullen, Government Affairs Coordinator**  
**Date: April 29, 2014**  
**Re: Resolutions and Contracts accepting GCFMLD funding**

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Included in Council's packet are two contracts and resolutions for the GCFMLD funding the City was recently awarded:

- 16<sup>th</sup> Street Reconstruction. This project estimated total cost is \$260,000. The City has committed \$135,000. The grant award is \$125,000 to the City from GCFMLD.
- Rifle Community Television Conversion to Digital. This project is estimated to cost \$53,765. This project received \$25,000 in grant funds from GCFMLD and is matched with \$28,765 from the Channel 10 budget.

GCFMLD requires council approval of the resolutions for these two projects (Resolutions 6 & 7 of 2014). Once approved, the contracts must be returned to GCFMLD by close of business, Friday, May 30.

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 6  
SERIES OF 2014**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE 16<sup>th</sup> STREET RECONSTRUCTION PROJECT

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$125,000.00 from GCFMLD to reconstruct a portion of 16<sup>th</sup> Street (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize the City Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes Matt Sturgeon, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2014 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 7<sup>th</sup> of May, 2014.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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CITY OF RIFLE, COLORADO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Garfield County  
**Federal Mineral Lease District**  
— Established 2011 —

Friday, April 25, 2014

Ms. Kimberly Bullen  
Government Affairs Coordinator  
City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

**Re: Spring 2014 Grant Cycle – Traditional Grant Program  
Contract No: 14-ST-05**

Dear Ms. Bullen,

Enclosed please find one original of the Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Spring 2014 Grant Cycle based on the Grant Application you submitted. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Grant Agreement and its terms and authority to sign the Agreement on behalf of the governing body.

Please make sure the fully executed Grant Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on May 30, 2014. Please direct any questions regarding the Agreement to [info@garfieldfmlid.org](mailto:info@garfieldfmlid.org).

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS

encl: Grant Agreement

cc: file

**ORIGINAL**

GRANT AGREEMENT

CONTRACT NUMBER: 14-ST-05  
PROJECT NAME: 16<sup>th</sup> Street Reconstruction  
GRANT: \$125,000.00  
AWARD DATE: April 18, 2014  
COMPLETION DATE: April 18, 2016  
PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District

GRANTEE: City of Rifle, Colorado

Recitals

- A. Grantor is the Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD"), an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2013), as amended (hereinafter "the Act"), and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2014, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Spring 2014 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **April 18, 2014**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

01/10/12

Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following terms and conditions:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
  - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
  - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
  - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
  - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **one hundred and twenty-five thousand dollars and no cents (\$125,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all

remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **April 18, 2016** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion. Funds set aside for contingency are not matching funds.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
  - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
  - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a

progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using **Grantor's Progress Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed Grantor's percentage of expected overall costs, as determined by the Grantor-approved budget, applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, a Progress Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Progress Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee received an Advance Payment, it may not receive a Progress Payment, and Grantee is limited to receiving one Progress Payment.

- c. *Final Payment:* Once the Project is complete, Grantee shall submit a final report to Grantor detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when, as applicable to the Project, (1) all planning is completed, (2) all public facilities have been built, or maintenance of the public facilities has been completed, and the public facilities are ready for their intended use, or (3) public services have been provided. The Final Report must be submitted using **Grantor's Final Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon Grantor's review and approval of the Final Report, Grantor shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

10. *Conditions for Disbursement.* Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

- a. The Grant and all matching funds shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
- b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
- c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the

Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

11. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.

12. *Project Operation and Maintenance.*

- a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
- b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 20, below.
- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
- d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.

15. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure

that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

**16. *Publicity and Project Information.***

- a. Grantee shall erect and maintain a sign or signs at a prominent location on the Project site acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such sign(s) at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signage.
  - i. Grantor shall approve in advance the design of any sign(s) materially varying from the sign(s) provided by Grantor. To obtain such approval, Grantee shall submit to Grantor plans describing the number, design, placement, and wording of sign(s) and placard(s). Plans shall be submitted to Grantor for review and approval prior to completion of the Project. Where signage is impractical, a determination in the Grantor's sole discretion, Grantee agrees to proceed pursuant to paragraph 16.a.iii below.
  - ii. Grantor may withhold Final Payment pending evidence of placement of signage.
  - iii. In the case where the Grant is given for planning or public services, Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.
  - iv. This requirement may be waived in Grantor's sole discretion.
  - v. Grantee shall inform the GCFMLD of the need for a replacement sign(s) or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign(s) or plaque shall relieve Grantee of the obligations of this paragraph.
- b. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.

- e. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;

- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

21. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,
    - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.
28. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
31. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach

of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. *TABOR*. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

34. *Entire Agreement*. Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *No Later Than Start Date*. The GCFMLD’s mission includes the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: \_\_\_\_\_ (mm/dd/yyyy).

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

36. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor no later close of business on **May 30, 2014**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_\_ day of May, 2014.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippy  
President, GCFMLD Board

By: \_\_\_\_\_  
Matt Sturgeon  
City Manager, City of Rifle

**ORIGINAL**

**ATTACH EXHIBIT A**

*[Faint, illegible handwritten text]*

# **ATTACH EXHIBIT B**



Garfield County  
**Federal Mineral Lease District**  
Established 2011

EXHIBIT C - Reimbursement Options

The Garfield County Federal Mineral Lease District (“GCFMLD”) offers three payment options for the reimbursement of grants awarded. The payment options have been summarized below. Upon reviewing the options please sign in the appropriate spot to indicate which reimbursement scenario will best accommodate your grant. Return this completed form to the GCFMLD with your executed Grant Agreement.

Option 1 – Advance Payment Prior to Project

- Applicant may request one payment prior to commencement of work on a project, only IF the following situations apply:
- Up to 50% of the grant award may be requested with a signed construction contract between the applicant and a contractor.
- All usual reporting requirements, including documentation of cash and in-kind contributions and the total project and a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment

Option 2 – Partial Payment (as a standard option, rather than only upon request)

- Applicant may request one partial payment during the execution of the Grant Agreement.
- Up to 50% of the grant award may be requested.
- Partial grant payment will reimburse the Grantee for actual expenditures made in the performance of the executed Grant Agreement.
- All partial grant payments shall be based upon approved financial status reports documenting the expenditures made to date. Progress reports and staff review of the reporting may not be as detailed as it will be a final report stage, in order to facilitate payment.
- Final payment will be made upon full completion of the project and submission of all final report documentation. Final report materials include documentation to support all cash and in-kind contributions and the total project cost. Grantees are also required to submit a report comparing the approved budget vs. actual use of funds. The GCFMLD reserves the right to withhold all or a portion of the final payment should we find that ineligible expenses were included either in a progress report or at final report stage.

Option 3 – Final Grant Payment

- The entire grant award will be paid upon full completion of the project and submission of a final report that indicates the project was completed in accordance with the grant agreement.
- A final report including documentation of cash and in-kind contributions and the total project cost a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment.

**PLEASE CIRCLE PREFERRED OPTION:**    OPTION 1            OPTION 2            OPTION 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print)

Contract #: \_\_\_\_\_

**ORIGINAL**

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 7  
SERIES OF 2014**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE DIGITAL CONVERSION OF CHANNEL 10 EQUIPMENT

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$25,000.00 from GCFMLD to convert Channel 10 equipment from analog to digital (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize the City Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes Matt Sturgeon, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2014 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 7<sup>th</sup> of May, 2014.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Garfield County  
**Federal Mineral Lease District**

— Established 2011 —

Friday, April 25, 2014

Ms. Kimberly Bullen  
Government Affairs Coordinator  
City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

**Re: Spring 2014 Grant Cycle – Mini Grant Program – Contract No: 14-SM-12**

Dear Ms. Bullen,

Enclosed please find one original of the Mini Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Spring 2014 Grant Cycle based on the Grant Application you submitted for the Mini Grant Program. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Agreement and its terms, and authority to sign the Agreement on behalf of the governing body.

Please make sure the fully executed Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on May 30, 2014. Please direct any questions regarding the Agreement to [info@garfieldfml.org](mailto:info@garfieldfml.org).

Sincerely yours,

**GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS**

enc: Mini Grant Agreement

cc: file

MINI GRANT AGREEMENT

**ORIGINAL**

CONTRACT NUMBER: 14-SM-12  
PROJECT NAME: Rifle Community Television  
GRANT: \$25,000.00  
AWARD DATE: April 18, 2014  
COMPLETION DATE: April 18, 2015  
PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District

GRANTEE: City of Rifle, Colorado

Recitals

- A. The Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2013) (hereinafter "the Act") and governed by a Board of Directors (hereinafter "Board").
- B. Grantee is a political subdivision of the State of Colorado, and is therefore eligible to receive grant funding from Grantor under the Act and 30 U.S.C. §191.
- C. Grantee submitted a grant application (hereinafter "Grant Application") in response to Grantor's **Spring 2014 Grant Cycle** and the Mini Grant Program.
- D. Grantor approved Grantee's Grant Application for a Mini Grant on **April 18, 2014**, conditioned on the execution of this Mini Grant Agreement (hereinafter "Agreement").
- E. The project (hereinafter "Project") is as described in the Grant Application and qualifies for GCFMLD funding as either (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services.

Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. *Representations and Warranties of Grantee.*

- a. Grantee has full and lawful authority to enter into, and comply with the terms of, this Agreement.
- b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
- c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.

3. *Representations and Warranties of Grantor.*

- a. Grantor has full and lawful authority to enter into, and comply with the terms of, this Agreement.
- b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
- c. The Board has authorized its President to sign this Agreement.

4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **twenty-five thousand dollars and no cents (\$25,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.

5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.

7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **April 18, 2015** (the "Completion Date"), one calendar year after the Board's approval of the Project. Requests for extension of the Completion Date are discouraged but should be directed in writing to the Board.
8. *Disbursement of Funds.* The Grant is subject to the following requirements and conditions:
  - a. The Grant shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
  - b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
  - c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.
9. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.
10. *Project Operation and Maintenance.*
  - a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
  - b. Failure to comply with the provisions of Paragraph 10.a. may be deemed a breach by Grantee under Paragraph 18, below.

- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
  - d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.
11. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Paragraph 10. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.
12. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.
13. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.
14. *Publicity and Project Information.* Grantee agrees to acknowledge the assistance of the Garfield County Federal Mineral Lease District in a manner appropriate to the Project.

Grantee agrees to erect and maintain a sign(s) at a prominent location(s) on the Project site during construction, and Grantor will provide such signs at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signs. Grantor may withhold Final Payment pending evidence of placement of signage.

Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such plaque or marker at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.

Grantee shall inform the GCFMLD of the need for a replacement sign or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign or plaque shall relieve Grantee of the obligations of this paragraph.

Additional terms:

- a. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- b. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- c. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.
- d. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- e. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- f. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

15. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

16. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

17. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

18. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;
- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

19. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,

- B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
    - ii. After payment (partial or full) of Grant:
      - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
      - B. Seek specific performance of Grantee's obligations under this Agreement;
      - C. Seek reimbursement in full of disbursement made under the Grant.
  - b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.
20. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
21. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
22. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
23. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
24. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
25. *Time is of the Essence.* Time is of the essence in this Agreement.
26. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

27. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
28. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
29. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
30. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
31. *TABOR.* No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
32. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

33. *No Later Than Start Date.* Part of the GCFMLD’s mission is the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: \_\_\_\_\_ (mm/dd/yyyy).

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

34. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 32 above and deliver the same to Grantor no later close of business on **May 30, 2014**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of May, 2014.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippy  
President, GCFMLD Board

By: \_\_\_\_\_  
Matt Sturgeon  
City Manager, City of Rifle

**ORIGINAL**

# **ATTACH EXHIBIT A**

# **ATTACH EXHIBIT B**



**MEMORANDUM**

To: Matt Sturgeon, City Manager  
 From: Charles Kelty, Finance Director  
 Date: April 30, 2014  
 Subject: March 2014 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the three-month's ending March 31, 2014, is \$2,042,227, a 5% increase from the previous year's \$1,947,450.

Sales tax revenues are \$1,793,736 and 1% increase from the previous year's \$1,770,627. Building and Motor Vehicle Use Tax revenues are \$227,564, and 47% increase from the previous year's \$155,138. Lodging Taxes revenues are \$20,927 and 3% decrease from the previous year's \$21,686.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Bars and Restaurants	\$ 63,625	\$ 64,575	1%	\$ 168,856	\$ 173,048	2%
Car Parts and Sales	36,110	46,538	29%	116,869	128,976	10%
Food	82,398	84,643	3%	252,514	247,825	-2%
General Retail	284,556	292,083	3%	719,936	715,959	-1%
Hardware	36,325	23,166	-36%	68,995	50,758	-26%
Liquor Stores	17,579	17,535	0%	48,598	42,866	-12%
Motels	11,943	13,652	14%	31,646	35,388	12%
Oil & Gas	44,758	37,343	-17%	126,884	114,767	-10%
Leasing/Misc	25,388	35,407	39%	67,120	97,228	45%
Utilities	53,972	61,296	14%	169,210	186,921	10%
<b>Total Sales Tax</b>	<b>\$ 656,656</b>	<b>\$ 676,239</b>	<b>3%</b>	<b>\$ 1,770,627</b>	<b>\$ 1,793,736</b>	<b>1%</b>
<b>Allocation to Funds:</b>						
General Fund	\$296,252	\$305,087	3%	\$798,823	\$809,249	1%
Street Improvement	77,254	79,557	3%	208,309	211,028	1%
Rifle Information Center	12,762	13,143	3%	34,413	34,862	1%
Parks & Recreation	154,507	159,115	3%	416,618	422,056	1%
Water Fund	115,880	119,336	3%	312,464	\$316,542	1%
<b>Total Sales Tax</b>	<b>\$656,656</b>	<b>\$676,239</b>	<b>3%</b>	<b>\$1,770,627</b>	<b>\$1,793,736</b>	<b>1%</b>



**Building and Motor Vehicle Use Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Building Use Taxes	\$34,079	\$11,839	-65%	\$49,443	\$102,609	108%
Motor Vehicle Use Taxes	44,037	50,322	14%	105,695	124,956	18%
<b>Total Use Tax</b>	<b>\$ 78,116</b>	<b>\$ 62,161</b>	<b>-20%</b>	<b>\$ 155,138</b>	<b>\$ 227,564</b>	<b>47%</b>
<b>Fund Allocation:</b>						
General Fund	\$35,242	\$28,044	-20%	\$69,991	\$102,666	47%
Street Improvement	9,190	7,313	-20%	18,252	26,772	47%
Rifle Information Center	1,518	1,208	-20%	3,015	4,423	47%
Parks & Recreation	18,380	14,626	-20%	36,503	53,545	47%
Water Fund	13,785	10,970	-20%	27,377	40,158	47%
<b>Total USE Tax</b>	<b>\$78,116</b>	<b>\$62,161</b>	<b>-20%</b>	<b>\$155,138</b>	<b>\$227,564</b>	<b>47%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Lodging Taxes	\$8,156	\$8,165	0%	21,686	20,927	-3%
<b>Total Lodging Tax</b>	<b>\$ 8,156</b>	<b>\$ 8,165</b>	<b>0%</b>	<b>\$ 21,686</b>	<b>\$ 20,927</b>	<b>-3%</b>

<b>Total Sales, Use, Lodging Taxes</b>	<b>\$ 742,928</b>	<b>\$ 746,564</b>	<b>0.5%</b>	<b>\$ 1,947,450</b>	<b>\$ 2,042,227</b>	<b>5%</b>
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MEMORANDUM

To: Matt Sturgeon, City Manager  
From: Charles Kelty, Finance Director  
Date: May 1, 2014  
Subject: March 2014 Financial Reports

Attached are the Financial Reports for the three months ending March 31, 2014. Below are a few comments:

Page 1 **General Fund Revenues** – Total revenues are \$1,657,905, which compared to the prior year's \$1,605,873 is \$52,032 and 3% higher.

**General Fund Expenditures** – Total expenditures are \$1,824,564, which compared to the prior year's \$1,845,571 is \$21,007 and 1% lower.

Page 2 **Visitor Improvement Fund** – Total revenues are \$19,462, which compared to the prior year's \$14,371 is \$5,091 higher. Total expenditures are \$16,607, which compared to the prior year's \$2,868 is \$13,739 higher.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$526,951, which compared to the prior year's \$548,929 is \$21,978 and 4% lower.

**Parks & Recreation Fund Expenditures** – Expenditures are \$335,076, which compared to the prior year's \$414,738 is \$79,662 and 19% less.

Page 4 **Water Fund Revenues** – Overall, revenues are \$861,841, which compared to the prior year's \$847,594 is \$14,247 and 2% higher.

**Water Fund Expenses** – Overall, total expenses are \$1,284,027, which compared to the prior years \$892,189 is \$391,838 and 44% higher. The primary reason for the increase in costs is due to the Water Treatment Plant debt payments made in January 2014.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$655,037, which compared to the prior year's \$639,094 is \$15,943 and 2% higher. Operating and Maintenance revenues were 2% higher than the previous year. Capital revenues are \$2,544 more than last year.

**Wastewater Expenses** – Total expenses were \$796,066, which compared to the prior year's \$844,716 is \$48,650 and 6% lower.



Page 6

**Sanitation Fund Revenues** – Total revenues are \$126,637, which compared to the prior year's \$119,537 is \$7,100 and 6% higher.

**Sanitation Fund Expenses** – Total expenses are \$116,224, which compared to the prior year's \$117,471 is 1% less.



CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	6,702,819.00	553,082.45	1,657,904.69	5,044,914.31	1,605,872.97
	<u>6,702,819.00</u>	<u>553,082.45</u>	<u>1,657,904.69</u>	<u>5,044,914.31</u>	<u>1,605,872.97</u>
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	64,977.00	7,604.62	16,704.68	48,272.32	14,902.80
CITY CLERK	166,646.00	16,818.77	36,063.00	130,583.00	37,955.65
MUNICIPAL COURT	178,536.00	15,326.31	36,366.04	142,169.96	43,749.16
CITY MANAGER	198,314.00	22,419.93	48,484.95	149,829.05	46,511.80
GOVERNMENT AFFAIRS	137,665.00	14,042.25	37,691.46	99,973.54	18,904.87
FINANCE	484,803.00	58,532.21	128,285.10	356,517.90	134,896.68
ATTORNEY	219,000.00	8,248.15	34,597.54	184,402.46	51,614.70
PLANNING/ZONNING	276,748.00	39,020.08	82,866.24	193,881.76	124,183.04
CITY HALL	173,137.00	13,469.69	35,502.34	137,634.66	47,327.55
GROUNDS AND FACILITY MAINT.	75,656.00	3,944.59	18,932.97	56,723.03	20,502.42
COMMUNITY ACCESS TV	146,324.00	14,798.69	35,393.11	110,930.89	40,780.51
POLICE	2,443,106.00	258,380.28	587,882.43	1,855,223.57	563,533.08
JUSTICE CENTER BLDG. OPERATION	95,600.00	2,934.07	15,305.24	80,294.76	26,306.42
BUILDING INSPECTIONS	151,321.00	8,489.33	23,662.53	127,658.47	38,749.74
STREETS	1,405,942.00	102,309.89	272,506.12	1,133,435.88	210,607.86
CONSTRUCTION CREW - INHOUSE	.00	.00	.00	.00	22,975.03
PW - ENGINEERING	284,721.00	20,266.25	44,066.82	240,654.18	72,682.28
ANIMAL SHELTER	81,536.00	.00	19,884.00	61,652.00	41,861.50
CEMETERY O & H	67,005.00	5,629.29	14,132.80	52,872.20	13,845.89
SENIOR CENTER	467,195.00	36,722.97	88,481.12	378,713.88	83,487.17
UTE THEATRE OPERATIONS	124,766.00	7,251.93	14,464.86	110,301.14	.00
NON DEPARTMENTAL	557,312.00	52,221.28	233,290.54	324,021.46	190,193.24
OPERATING TRANSFERS OUT	255,000.00	.00	.00	255,000.00	.00
	<u>8,055,310.00</u>	<u>708,430.58</u>	<u>1,824,563.89</u>	<u>6,230,746.11</u>	<u>1,845,571.39</u>
	<u>( 1,352,491.00)</u>	<u>( 155,348.13)</u>	<u>( 166,659.20)</u>	<u>( 1,185,831.80)</u>	<u>( 239,698.42)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,300.00	6,349.43	19,462.34	98,837.66	14,370.92
	118,300.00	6,349.43	19,462.34	98,837.66	14,370.92
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	118,300.00	680.00	16,606.84	101,693.16	2,867.63
	118,300.00	680.00	16,606.84	101,693.16	2,867.63
	.00	5,669.43	2,855.50	( 2,855.50)	11,503.29

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,627,319.00	186,767.59	526,950.61	2,100,368.39	548,929.02
	2,627,319.00	186,767.59	526,950.61	2,100,368.39	548,929.02
<u>EXPENDITURES</u>					
RECREATION	413,594.00	46,931.62	100,216.68	313,377.32	117,998.33
POOL	190,905.00	225.47	5,501.21	185,403.79	821.15
RIFLE FITNESS CENTER	.00	.00	( 220.41)	220.41	67,404.45
COMMUNITY EVENTS	42,025.00	.00	595.06	41,429.94	14,205.04
PARK MAINTENANCE	1,074,152.00	71,846.20	180,726.41	893,425.59	155,854.87
PARKS CAPITAL	1,580,750.00	601.26	1,386.26	1,579,363.74	.00
NON-DEPARTMENTAL	113,468.00	3,869.76	30,141.53	83,326.47	41,724.58
OPERATING TRANSFER OUT	99,417.00	5,576.42	16,729.26	82,687.74	16,729.26
	3,514,311.00	129,050.73	335,076.00	3,179,235.00	414,737.68
	( 886,992.00)	57,716.86	191,874.61	( 1,078,866.61)	134,191.34

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,043,259.00	158,887.85	492,628.40	2,550,630.60	503,261.35
WATER RIGHTS REVENUE	17,250.00	1,667.25	3,480.74	13,769.26	3,452.54
CAPITAL REVENUE	1,378,500.00	4,509.52	9,305.10	1,369,194.90	4,233.74
WTP SALES & USE TAX REVENUES	1,404,596.00	130,253.29	356,426.97	1,048,169.03	336,645.90
	<u>5,843,605.00</u>	<u>295,317.91</u>	<u>861,841.21</u>	<u>4,981,763.79</u>	<u>847,593.53</u>
<u>EXPENDITURES</u>					
WATER O&H	2,134,324.00	202,759.07	741,397.79	1,392,926.21	748,518.97
WATER RIGHTS	122,000.00	7,549.73	64,872.30	57,127.70	13,697.14
WATER SYSTEM IMPROVEMENTS	17,812,755.00	3,692.63	23,083.81	17,789,671.19	129,972.39
WATER TREATMENT PLANT DEBT	1,411,842.00	.00	454,673.22	957,168.78	.00
	<u>21,480,921.00</u>	<u>214,001.43</u>	<u>1,284,027.12</u>	<u>20,196,893.88</u>	<u>892,188.50</u>
	<u>( 15,637,316.00)</u>	<u>81,316.48</u>	<u>( 422,185.91)</u>	<u>( 15,215,130.09)</u>	<u>( 44,594.97)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,613,699.00	210,301.16	650,528.09	1,963,170.91	637,128.63
WASTE WATER REVENUE	20,000.00	2,313.64	4,508.87	15,491.13	1,964.91
	<u>2,633,699.00</u>	<u>212,614.80</u>	<u>655,036.96</u>	<u>1,978,662.04</u>	<u>639,093.54</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,889,586.00	122,222.89	795,481.46	2,094,104.54	841,216.32
SEWER SYSTEM IMPROVEMENTS	130,000.00	.00	585.00	129,415.00	3,500.00
	<u>3,019,586.00</u>	<u>122,222.89</u>	<u>796,066.46</u>	<u>2,223,519.54</u>	<u>844,716.32</u>
	<u>( 385,887.00)</u>	<u>90,391.91</u>	<u>( 141,029.50)</u>	<u>( 244,857.50)</u>	<u>( 205,622.78)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	503,850.00	42,024.38	126,636.80	377,213.20	119,537.20
	503,850.00	42,024.38	126,636.80	377,213.20	119,537.20
<u>EXPENDITURES</u>					
SANITATION	480,127.00	39,361.14	116,223.62	363,903.38	117,471.10
	480,127.00	39,361.14	116,223.62	363,903.38	117,471.10
	23,723.00	2,663.24	10,413.18	13,309.82	2,066.10

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI78159	BRASS REDUCING RING	04/09/2014	28.28	.00	
	SI78368	SPARK PLUG	04/23/2014	6.64	.00	
	SI78372	CHAIN LOOP	04/23/2014	141.30	.00	
Total 1003:				176.22	.00	
<b>1004</b>						
<b>Verizon Wireless</b>						
	041814	CELL PHONES-CITY EMPLOYE	04/18/2014	5,186.84	5,186.84	04/25/2014
Total 1004:				5,186.84	5,186.84	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	41631	INSTALLED GAS LINE	04/01/2014	1,155.12	.00	
Total 1009:				1,155.12	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	90916	GREAT STUFF BIG GAP	02/24/2014	13.98	13.98	04/17/2014
	92339	SUPPLIES	04/03/2014	29.94	.00	
	92389	SUPPLIES	04/04/2014	30.58	.00	
	92485	BULB HLGN	04/07/2014	23.98	.00	
	92502	CEMENT PVC PINT	04/07/2014	8.99	.00	
	92503	WRECKING BAR	04/07/2014	44.98	.00	
	92632	SAFETY YELLOW	04/10/2014	14.97	.00	
	92692	SOCKET ADAPTER	04/11/2014	3.49	.00	
	92788	ROPE NYLON	04/14/2014	15.99	.00	
	92823	FLEXIBLE COUPLING	04/15/2014	15.98	.00	
	92842	POLY PIPE	04/15/2014	22.88	.00	
	92856	SUPPLIES	04/15/2014	5.78	.00	
	92876	ELBOW PVC	04/16/2014	24.47	.00	
	92877	TORCH KIT WEED DRAGON	04/16/2014	71.48	.00	
	92901	SUPPLIES	04/16/2014	31.08	.00	
	92910	SUPPLIES	04/16/2014	8.36	.00	
	92915	SUPPLIES	04/16/2014	14.99	.00	
	92916	SUPPLIES	04/16/2014	10.07	.00	
	92950	PIPE PVC	04/17/2014	3.58	.00	
	92961	SUPPLIES	04/17/2014	18.98	.00	
	92972	SUPPLIES	04/17/2014	20.47	.00	
	92990	SUPPLIES	04/18/2014	177.90	.00	
	92996	NYLON DW SCREW ANCHOR	04/18/2014	4.80	.00	
	93017	SUPPLIES	04/18/2014	5.49	.00	
	93116	SUPPLIES	04/22/2014	77.88	.00	
	93143	SUPPLIES	04/22/2014	17.45	.00	
	93169	STANDARD LOPPING SHEAR	04/23/2014	64.97	.00	
	93172	SUPPLIES	04/23/2014	9.50	.00	
	93180	PADLOACK BRASS LUGGAGE	04/23/2014	16.99	.00	
	93205	SUPPLIES	04/23/2014	354.32	.00	
	93242	THOMPSON WATERSEAL	04/24/2014	112.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	93257	SUPPLIES	04/24/2014	125.47	.00	
	93273	MASONRY SCREW	04/24/2014	13.41	.00	
	93381	WIRE MESH	04/28/2014	256.00	.00	
	93385	PVC TEE	04/28/2014	11.40	.00	
	93431	WIRE WING CONN YELLOW	04/29/2014	6.99	.00	
	93432	BATTERY	04/29/2014	52.47	.00	
	93434	RUST STOP	04/29/2014	39.92	.00	
Total 1018:				1,782.93	13.98	
<b>1022</b>						
<b>Central Distributing Co</b>						
	981835	SUPPLES	03/26/2014	130.41	.00	
	982678	SUPPLIES	04/02/2014	332.66	.00	
	983480	SUPPLES	04/09/2014	375.88	.00	
	983481	SUPPLES	04/09/2014	34.88	.00	
	983484	SUPPLES	04/09/2014	147.14	.00	
	984133	SUPPLES	04/16/2014	130.43	.00	
	984134	FOOD SUPPLIES	04/16/2014	593.83	.00	
	984877	SUPPLIES	04/23/2014	84.63	.00	
	985563	SUPPLES	04/30/2014	489.15	.00	
Total 1022:				2,319.01	.00	
<b>1041</b>						
<b>Colo Dept Of Public Hlth &amp; Env</b>						
	BA-1002065	PERMIT CO0048151	04/16/2014	805.52	.00	
Total 1041:				805.52	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	5004350	CAP HANDLE	04/10/2014	35.43	.00	
Total 1055:				35.43	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-551453	PHOTO CONTROL BUTTON	04/23/2014	8.14	.00	
Total 1059:				8.14	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	175905	FREIGHT CHARGES	04/04/2014	181.90	.00	
	175922	STORM SEWER COVER	04/07/2014	122.00	.00	
	176025	STORM SEWER COVER	04/09/2014	106.00	.00	
Total 1065:				409.90	.00	
<b>1087</b>						
<b>Grainger</b>						
	9408412006	USB CABLE	04/07/2014	16.22	.00	
	9416044908	PAPER TOWEL ROLL	04/15/2014	83.90	.00	
	9416873629	WORK BOOTS	04/16/2014	126.74	.00	
	9421306490	HARD SHELL CASE IPHONE	04/22/2014	14.77	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1087:				241.63	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50217917	DAIRY PRODUCTS/SENIOR CT	04/10/2014	17.04	.00	
	50217989	DAIRY PRODUCTS/SENIOR CT	04/15/2014	87.10	.00	
	50218087	DAIRY PRODUCTS/SENIOR CT	04/22/2014	203.80	.00	
	597693	DAIRY PRODUCTS/SENIOR CT	04/17/2014	17.04	.00	
	599762	DAIRY PRODUCTS/SENIOR CT	04/24/2014	32.58	.00	
Total 1105:				357.56	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	328724	SNAP SPADE TERMINAL	04/04/2014	11.37	.00	
	328996	WARRANTY	04/07/2014	55.99-	.00	
	329102	FUEL MODULE	04/08/2014	218.99	.00	
	329177	BURR SET	04/08/2014	195.04	.00	
	329437	BATTERY	04/10/2014	45.29	.00	
	330087	SEAL	04/15/2014	42.75	.00	
	330235	YELLOW CABLES	04/16/2014	387.65	.00	
	330499	ANTIFREEZE	04/17/2014	11.98	.00	
	330819	LOCK OPEN	04/21/2014	8.69	.00	
	331052	TIR VALV	04/22/2014	61.99	.00	
	331056	BRAKE ROTOR	04/22/2014	300.02	.00	
	331196	CAP SCRW	04/23/2014	65.90	.00	
	331223	BATTERY	04/23/2014	37.79	.00	
	331373	LITERBAGS	04/24/2014	23.74	.00	
	331432	FINDER	04/24/2014	6.99	.00	
	331467	ACCES	04/24/2014	7.56	.00	
	331521	U JOINT	04/25/2014	25.99	.00	
	331532	ACCES	04/25/2014	11.22	.00	
	331552	NAPA OIL SEAL	04/25/2014	9.80	.00	
	331857	ACCES	04/28/2014	7.56-	.00	
	332087	FIRE EXT	04/30/2014	55.99	.00	
Total 1110:				1,465.20	.00	
<b>1111</b>						
<b>Neve's Uniforms, Inc</b>						
	NE29319	UNIFORM /PD	03/27/2014	244.93	.00	
	NE29357	UNIFORM /PD	03/29/2014	131.90	.00	
Total 1111:				376.83	.00	
<b>1117</b>						
<b>Otis Elevator Company</b>						
	TLV05153V514	SERVICE CONTRACT CHARGE	04/21/2014	1,268.76	.00	
Total 1117:				1,268.76	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-31116	SPARK PLUG	04/16/2014	5.74	.00	
	5613-31281	VBELT	04/25/2014	442.53	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1118:				448.27	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	406920623	2515 W CENTENNIAL PKWY UN	03/31/2014	6,889.04	6,889.04	04/11/2014
	406927216	250 E 16TH ST	03/31/2014	61.72	61.72	04/11/2014
	406990608	TRAFFIC LIGHTS	04/01/2014	79.01	79.01	04/11/2014
	406990640	FLASHER/SPRINKLER	04/01/2014	20.63	20.63	04/11/2014
	406993808	CLOCK	04/01/2014	5.68	5.68	04/11/2014
	407163167	2575 W CENTENNIAL PKWY	04/02/2014	47.56	47.56	04/11/2014
	407285930	2515 W CENTENNIAL-BLDG WR	04/02/2014	142.36	142.36	04/11/2014
	407286488	2515 W CENTENNIAL	04/02/2014	116.39	116.39	04/11/2014
	407619422	300 W 5TH ST UNIT PUMP	04/04/2012	128.12	128.12	04/11/2014
	407851099	139 RAILROAD	04/08/2014	59.35	59.35	04/17/2014
	407973893	236 W 4TH ST	04/08/2014	46.65	46.65	04/17/2014
	407985900	300 W 5TH ST UNIT STAGE	04/08/2014	81.76	81.76	04/17/2014
	407992993	200 RAILROAD	04/08/2014	221.51	221.51	04/17/2014
	408035114	132 E 4TH ST	04/09/2014	2,728.09	2,728.09	04/17/2014
	408405601	105 E CENTENNIAL PKWY	04/11/2014	13,819.60	13,819.60	04/25/2014
Total 1120:				24,447.47	24,447.47	
<b>1125</b>						
<b>Rifle Chamber Of Commerce</b>						
	5109	RIFLE BULLET BROCHURE	04/03/2014	1,382.45	1,382.45	04/25/2014
Total 1125:				1,382.45	1,382.45	
<b>1126</b>						
<b>Rifle City Of</b>						
	1453101 04251	50 UTE AVE	04/25/2014	176.59	176.59	04/25/2014
	2003101 04251	201 E 18TH ST	04/25/2014	110.67	110.67	04/25/2014
	2005101 04251	1612 RAILROAD AVE	04/25/2014	40.71	40.71	04/25/2014
	2006101 04251	101 S East Ave	04/25/2014	25.20	25.20	04/25/2014
	2007101 04251	301 E 30TH ST	04/25/2014	40.71	40.71	04/25/2014
	2033001 04251	750 UTE AVE	04/25/2014	65.91	65.91	04/25/2014
	2214101 04251	1500 DOGWOOD DR	04/25/2014	707.57	707.57	04/25/2014
	2325101 04251	1500 DOGWOOD DR	04/25/2014	25.20	25.20	04/25/2014
	265104 042514	638 Park Ave	04/25/2014	79.06	79.06	04/25/2014
	2975101 04251	1775 W CENTENNIAL PKWY	04/25/2014	25.20	25.20	04/25/2014
	3079101 04251	595 W 24TH ST	04/25/2014	25.20	25.20	04/25/2014
	3221101 04251	000 BROWNING DR	04/25/2014	25.20	25.20	04/25/2014
	33651101 0425	1221 E CENTENNIAL	04/25/2014	25.20	25.20	04/25/2014
	3641101 04251	360 S 7TH ST	04/25/2014	25.20	25.20	04/25/2014
	3673101 04251	3100 Dokes Ln	04/25/2014	65.91	65.91	04/25/2014
	3677101 04251	2515 CENTENNIAL PKWY	04/25/2014	457.97	457.97	04/25/2014
	3679101 04251	300 W 5TH ST	04/25/2014	79.80	79.80	04/25/2014
	3706101 04251	2515 CENTENNIAL PKWY	04/25/2014	25.20	25.20	04/25/2014
	779102 042514	132 E 4TH ST	04/25/2014	65.91	65.91	04/25/2014
	823101 042514	202 RAILROAD AVE	04/25/2014	110.67	110.67	04/25/2014
	873106 042514	236 W 4TH ST	04/25/2014	81.46	81.46	04/25/2014
Total 1126:				2,284.54	2,284.54	
<b>1129</b>						
<b>Rifle Creek Canyon Ditch</b>						
	041514	ASSESSMENT 2014	04/15/2014	624.54	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1129:				624.54	.00	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	042414	RIFLE BUCKS	04/24/2014	100.00	100.00	04/25/2014
	33006	LABOR	03/07/2014	482.50	.00	
	33041	MASTER LOCKS KEYED	04/25/2014	49.99	.00	
Total 1132:				632.49	100.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	041514	UNLEAD	04/15/2014	4,840.69	.00	
	1816 033114	DIESEL	03/31/2014	5,825.74	.00	
	1835 033114	car wash-140996	03/31/2014	20.50	.00	
Total 1143:				10,686.93	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00088436	PIPE BLACK	02/11/2014	34.80	.00	
	00088550	PLATE	02/24/2014	2,968.74	.00	
	00088712	SUPPLIES	04/04/2014	419.38	.00	
	00088887	Digester catwalk	04/07/2014	9,800.00	.00	
	00088972	SUPPLIES	04/07/2014	134.07	.00	
Total 1181:				13,356.99	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	140808	printing	03/13/2014	342.81	.00	
	140855	printing	03/18/2014	304.90	.00	
	140918	printing-spring clean up	03/25/2014	652.70	.00	
	141083	printing	04/07/2014	24.31	.00	
	141094	printing	04/07/2014	9,674.05	.00	
	141129	printing	04/10/2014	17.65	.00	
	141167	printing	04/14/2014	2.95	.00	
	141168	printing	04/14/2014	2.95	.00	
	141264	printing	04/21/2014	207.66	.00	
	141267	printing	04/21/2014	33.65	.00	
	141269	printing	04/21/2014	2.95	.00	
	141307	printing	04/23/2014	2.95	.00	
	141312	printing	04/24/2014	2.95	.00	
	141364	printing	04/29/2014	14.13	.00	
	141367	printing	04/29/2014	2.09	.00	
Total 1188:				11,288.70	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	485601	B&W METER	04/21/2014	305.55	.00	
Total 1191:				305.55	.00	
<b>1194</b>						
<b>Pitney Bowes, Inc</b>						
	310419	SUPPLY CHARGES	03/23/2014	366.98	366.98	04/11/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	379368	rental invoice	04/03/2014	356.50	356.50	04/11/2014
Total 1194:				723.48	723.48	
<b>1252</b>						
<b>Elmer Glass Company/rifle Inc</b>						
	IO18746	CLEAR PLEXIGLASS	04/18/2014	46.76	.00	
	IO18763	LABOR INSTALL	04/22/2014	915.93	.00	
Total 1252:				962.69	.00	
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	13542	341-10.22 BLACK DIAMOND MIN	03/31/2014	482.68	.00	
	13543	341-10.4 WPX ENERGY	03/31/2014	226.50	.00	
	13544	341-14.4 OPP TO COLO PARKS	03/31/2014	65.25	.00	
Total 1256:				774.43	.00	
<b>1258</b>						
<b>Hach Company</b>						
	8731479	PIPET TIP	03/10/2014	285.57	.00	
	8777998	LAMP REPLACEMENT	04/08/2014	262.47	.00	
Total 1258:				548.04	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3126660	M70 LID EXTENTION	04/11/2014	76.00	.00	
	3129470	CURB STOP FPTXFPT	04/16/2014	171.28	.00	
	3130745	ECODER TC PIT	04/21/2014	439.95	.00	
	3132288	HUNTER ROTOR	04/23/2014	763.20	.00	
Total 1339:				1,450.43	.00	
<b>1343</b>						
<b>Pitney Bowes - Purchase Power</b>						
	040214	POSTAGE	04/02/2014	623.05	623.05	04/11/2014
Total 1343:				623.05	623.05	
<b>1407</b>						
<b>Usa Blue Book</b>						
	316008	ECONOMY DIPPER	04/10/2014	453.81	.00	
Total 1407:				453.81	.00	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	G38353	TRASH ENCLOSURE	04/11/2014	7,114.00	.00	
Total 1437:				7,114.00	.00	
<b>1558</b>						
<b>All-Phase Electric Supply Co I</b>						
	2675-777314	supplies	04/11/2014	605.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1558:				605.75	.00	
<b>1560</b>						
<b>Applied Concepts,inc</b>						
	251681	Stalker II Radar	04/15/2014	95.00	.00	
Total 1560:				95.00	.00	
<b>1563</b>						
<b>Quill Corporation</b>						
	1783775	STORAGE BOX	03/31/2014	34.19	.00	
	2134707	SUPPLIES	04/11/2014	90.18	.00	
	2139337	SUPPLIES	04/11/2014	11.29	.00	
	2141380	SUPPLIES	04/11/2014	6.79	.00	
	2246576	SUPPLIES	04/17/2014	210.40	.00	
	2250970	SUPPLIES	04/16/2014	40.79	.00	
Total 1563:				393.64	.00	
<b>1692</b>						
<b>A-1 Traffic Control</b>						
	31486	REFLECTOR BUTTON	04/18/2014	108.50	.00	
	31509	REFLECTOR BUTTON	04/22/2014	28.00	.00	
Total 1692:				136.50	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	983495	ROAD BASE	03/27/2014	145.19	.00	
	984782	ROAD BASE	04/04/2014	416.43	.00	
	984783	ROAD BASE-ACTION PARK	04/04/2014	156.18	.00	
	986685	ROAD BASE	04/16/2014	564.84	.00	
	986688	ROAD BASE	04/16/2014	132.93	.00	
Total 1734:				1,415.57	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	PS0015417-1	CUTTER BIT	04/11/2014	381.14	.00	
Total 1768:				381.14	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	130600	FOOD PRODUCTS SR CENTER	04/11/2014	440.41	.00	
	130679	FOOD PRODUCT/SR CENTER	04/18/2014	607.42	.00	
	130770	FOOD PRODUCT/SR CENTER	04/25/2014	1,085.11	.00	
Total 1830:				2,132.94	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	9527	IRRIGATION LINE	04/15/2014	382.50	.00	
	9544	CITY WATER PLANT	04/29/2014	425.00	.00	
Total 1990:				807.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2171</b>						
<b>Rifle Sportsman's Club, Inc</b>						
	041614	MEMBERSHIP DUES NEW MEM	04/16/2014	225.00	225.00	04/17/2014
Total 2171:				225.00	225.00	
<b>2255</b>						
<b>California Contractors Supply</b>						
	PP19288	SCREWDRIVER SET	03/27/2014	79.80	.00	
	PP22902	BALL PEIN HAMMER SET	04/19/2014	149.80	.00	
Total 2255:				229.60	.00	
<b>2474</b>						
<b>Public Agency Training Council</b>						
	042414	SEMINAR-PATC	04/24/2014	295.00	295.00	04/25/2014
Total 2474:				295.00	295.00	
<b>2540</b>						
<b>Walker Electric</b>						
	4945	BOLT	04/24/2014	77.70	.00	
Total 2540:				77.70	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0562813-001	chair	04/09/2014	309.99	.00	
	0563101-001	SUPPLES	04/17/2014	31.50	.00	
	0563106-001	supplies	04/16/2014	117.97	.00	
	0563175-001	RISER-MONITOR	04/18/2014	31.99	.00	
Total 2573:				491.45	.00	
<b>2835</b>						
<b>L.L. Johnson Distributing Co</b>						
	1647590-00	TORO MOWER	03/03/2014	2,610.70	.00	
Total 2835:				2,610.70	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	10012045A 03	AD	03/13/2014	11.13	11.13	04/17/2014
	10041737A 03	AD	03/21/2014	10.12	10.12	04/17/2014
	10078818A	AD	04/09/2014	27.97	27.97	04/11/2014
	10098092A 04	AD	04/11/2014	66.42	66.42	04/11/2014
	9832299 03271	AD	03/27/2014	67.50	67.50	04/17/2014
	9969571A 030	AD	03/05/2014	28.84	28.84	04/17/2014
Total 2846:				211.98	211.98	
<b>2960</b>						
<b>Walmart Community</b>						
	002362 040214	FOOD SUPPLIES	04/02/2014	171.32	171.32	04/11/2014
	008556	supplies	04/08/2014	34.39	34.39	04/11/2014
	010234	PRINTING	04/10/2014	14.44	14.44	04/17/2014
	010314	FOOD SUPPLIES	04/10/2014	107.90	107.90	04/17/2014
	011370	supplies	04/11/2014	20.38	20.38	04/17/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	011867	supplies	04/11/2014	51.76	51.76	04/17/2014
	014939	supplies	04/14/2014	9.96	9.96	04/25/2014
	015485	BATTERIES	04/15/2014	13.94	13.94	04/17/2014
	021126	supplies	03/21/2014	74.97	74.97	04/17/2014
	021551	FOOD SUPPLIES	04/21/2014	213.69	213.69	04/25/2014
	023376	FRAMES	04/23/2014	75.02	75.02	04/25/2014
	028023	supplies	03/28/2014	34.53	34.53	04/17/2014
Total 2960:				822.30	822.30	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	004309	FOOD SUPPLIES	04/07/2014	182.32	182.32	04/11/2014
	026050	FOOD SUPPLIES	04/07/2014	55.23	55.23	04/11/2014
	029320	FOOD SUPPLIES	04/07/2014	13.79	13.79	04/11/2014
	033844	FOOD SUPPLIES	04/14/2014	21.54	21.54	04/25/2014
	056491	SNACKS/	04/15/2014	34.85	34.85	04/17/2014
	065852	FOOD SUPPLIES	04/08/2014	41.11	41.11	04/11/2014
	066852	FOOD SUPPLIES	04/08/2014	16.00	16.00	04/11/2014
	135161	FOOD SUPPLIES	04/09/2014	30.24	30.24	04/17/2014
	143705	FOOD SUPPLIES	04/16/2014	162.18	162.18	04/25/2014
	189521	LUNCH-STRATEGIC MTG	04/10/2014	20.15	20.15	04/17/2014
	204536	FOOD SUPPLIES	04/10/2014	38.98	38.98	04/17/2014
	230486	FOOD SUPPLIES	04/04/2014	13.98	13.98	04/11/2014
	260268	FOOD SUPPLIES	04/11/2014	33.98	33.98	04/17/2014
	260534	FOOD SUPPLIES	04/11/2014	11.94	11.94	04/17/2014
	270910	FOOD SUPPLIES	04/04/2014	93.93	93.93	04/11/2014
	CREDIT 04071	FOOD SUPPLIES	04/07/2014	2.25-	2.25-	04/11/2014
Total 3015:				767.97	767.97	
<b>3035</b>						
<b>Rocky Mountain Supply Co.</b>						
	12824	VOLVO 60F LOADER-PARTS	03/31/2014	729.81	.00	
Total 3035:				729.81	.00	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	18189	MULCH	04/22/2014	280.00	.00	
Total 3038:				280.00	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1448095	SHIRTS	03/18/2014	25.00	.00	
	1457153	SHIRTS	04/08/2014	25.00	.00	
	1460063	SUPPLIES	04/15/2014	45.73	.00	
	1462921	TSHIRTS	04/22/2014	25.00	.00	
	1462922	SUPPLIES	04/22/2014	55.48	.00	
	1465601	TSHIRTS	04/29/2014	25.00	.00	
Total 3083:				201.21	.00	
<b>3091</b>						
<b>Newman Signs Inc</b>						
	TI-0272060	FR-S SQUARE	03/31/2014	100.35	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3091:				100.35	.00	
<b>3122</b>						
<b>Divison Of Oil &amp; Public Safety</b>						
	041714	REGISTRATION	04/17/2014	200.00	200.00	04/17/2014
Total 3122:				200.00	200.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 040814.	CAR WASH	04/08/2014	39.85	.00	
	2008 040814..	CAR WASH	04/08/2014	26.81	.00	
	2025 040814	CAR WASH	04/08/2014	145.57	.00	
	2025 040814.	CAR WASH	04/08/2014	212.08	.00	
	2049 040814.	CAR WASH	04/08/2014	16.00	.00	
	2051 040814	CAR WASH	04/08/2014	11.75	.00	
	2051 040814.	CAR WASH	04/08/2014	10.00	.00	
	2052 040814.	CAR WASH	04/08/2014	40.30	.00	
	2052 040814	CAR WASH	04/08/2014	28.71	.00	
Total 3156:				531.07	.00	
<b>3285</b>						
<b>Johnson-Carter Architects, PC</b>						
	1211E-128	ARCHITECTURAL SERVICES	04/21/2014	1,500.00	1,500.00	04/30/2014
Total 3285:				1,500.00	1,500.00	
<b>3347</b>						
<b>V.I.P. Trash Services LLC</b>						
	54481	TRASH PICKUP/DDA	02/01/2014	150.00	150.00	04/25/2014
Total 3347:				150.00	150.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	074706	SUPPLIES	04/23/2014	201.59	.00	
Total 3389:				201.59	.00	
<b>3453</b>						
<b>Taser International</b>						
	SI1355449	TASER	04/17/2014	410.00	.00	
Total 3453:				410.00	.00	
<b>3654</b>						
<b>Mark Briels Electric Inc</b>						
	4868	REPAIR MAIN BREAKER	04/07/2014	130.00	.00	
Total 3654:				130.00	.00	
<b>3707</b>						
<b>Interstate Battery System Inc</b>						
	22036650	MTP-65	03/26/2014	105.95	105.95	04/17/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3707:				105.95	105.95	
<b>3780</b>						
<b>Concrete Equipment</b>						
	150955	CONCRETE mixer brush	04/21/2014	188.50	.00	
	150983	EPOXY UNICARTRIDGE	04/21/2014	30.00	.00	
Total 3780:				218.50	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	030214	BEAVER CREEK HEADGATE	03/02/2014	37.61	37.61	04/11/2014
	033014	Baron Lane St Lights	03/30/2014	19.58	19.58	04/11/2014
Total 3955:				57.19	57.19	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	63E14A144	SHIPPING	04/05/2014	19.85	19.85	04/17/2014
	Y2097W104	SHIPPING	03/08/2014	15.27	15.27	04/11/2014
	Y2097W124	SHIPPING	03/22/2014	15.27	15.27	04/17/2014
	Y2097W144	SHIPPING CHARGES/PD	04/05/2014	17.17	17.17	04/25/2014
Total 4055:				67.56	67.56	
<b>4066</b>						
<b>Children's Playstructures</b>						
	5502	PLAYWORLD SYSTEMS REPLA	04/02/2014	208.00	.00	
Total 4066:				208.00	.00	
<b>4123</b>						
<b>Mt Hood Solutions</b>						
	0981157	MARATHON 5 GAL	04/15/2014	441.55	.00	
Total 4123:				441.55	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	156558	COFFEE SUPPLIES/CITY HALL	04/03/2014	44.65	.00	
	156827	COFFEE	04/18/2014	137.14	.00	
	156913	COFFEE	04/25/2014	67.43	.00	
Total 4141:				249.22	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10165161	ipod home charger	04/16/2014	24.99	.00	
	10165180	lightning to usb sync cab	04/17/2014	19.99	.00	
	10165328	MICRO CAR CHARGER	04/23/2014	57.97	.00	
Total 4207:				102.95	.00	
<b>4215</b>						
<b>Ziegler, James</b>						
	0418144841	SNAP RING PLIERS SET	04/18/2014	178.45	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4215:				178.45	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BARTH 04111	MEALS DOLA PRESENTATION	04/11/2014	12.98	12.98	04/25/2014
	BRACKEN 041	CLOCK	04/11/2014	16.19	16.19	04/25/2014
	BULLEN 04111	CML CAUCUS MEETING	04/11/2014	1,531.81	1,531.81	04/25/2014
	CHRISTENSE	WCHRA CONFERENCE	04/11/2014	1,118.40	1,118.40	04/25/2014
	DUNCAN 0411	CREATIVE DESIGN SOFTWARE	04/11/2014	144.00	144.00	04/25/2014
	DYER 041114	SNACKS MEETING	04/11/2014	459.50	459.50	04/25/2014
	GALLEGOS 04	SUPPLIES/	04/11/2014	452.67	452.67	04/25/2014
	KEHOE 04111	IPHONE POWER ADAPTERS	04/11/2014	780.72	780.72	04/25/2014
	MILLER 04111	SNACKS FORENSIC INTERVIE	04/11/2014	114.95	114.95	04/25/2014
	NEELY 041114	MC HOTEL NETWORK RBT	04/11/2014	432.29	432.29	04/25/2014
	ODELL 041114	OFFICE SUPPLIES	04/11/2014	30.73	30.73	04/25/2014
	POTOTSKY 04	SUPPLIES COURT TRAINING	04/11/2014	44.41	44.41	04/25/2014
	STEWART 041	1-70 TRAINING MEETING	04/11/2014	76.54	76.54	04/25/2014
	STURGEON 0	CITY/COUNTY MEETING	04/11/2014	114.29	114.29	04/25/2014
	WHITMORE 04	TIMECLOCK	04/11/2014	114.45	114.45	04/25/2014
Total 4240:				5,443.93	5,443.93	
<b>4244</b>						
<b>Boogie Down Light And Sound Inc.</b>						
	07042014	SYMPHONY IN THE VALLEY	04/07/2014	350.00	350.00	04/25/2014
Total 4244:				350.00	350.00	
<b>4292</b>						
<b>Colo Dept Of Public Safety</b>						
	SI40900002	LIQ LIC	04/08/2014	232.00	232.00	04/25/2014
Total 4292:				232.00	232.00	
<b>4339</b>						
<b>Design Concepts</b>						
	0016064	Deerfield Park Completion Plan C	04/05/2014	1,785.73	.00	
Total 4339:				1,785.73	.00	
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	042414	DDA MANAGEMENT	04/24/2014	2,500.00	2,500.00	04/25/2014
Total 4345:				2,500.00	2,500.00	
<b>4463</b>						
<b>United States Plastic Corp</b>						
	4004387	CROSS LNKD HDPE VRT	04/07/2014	1,777.73	.00	
Total 4463:				1,777.73	.00	
<b>4507</b>						
<b>Neopost Inc/Neofunds</b>						
	040114	postage	04/01/2014	100.00	100.00	04/17/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4507:				100.00	100.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	113886	BACK FLOW PREV TEST	04/01/2014	130.00	.00	
	113910	BACKFLOW PREV TEST	04/03/2014	610.00	.00	
	114006	RECH DC MAINT ASSEMBLY	04/10/2014	37.00	.00	
Total 4701:				777.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-1884812	ROLL OFF	03/31/2014	9,170.48	.00	
Total 4811:				9,170.48	.00	
<b>4850</b>						
<b>Rifle Community Foundation Inc</b>						
	042114	2014 CONTRIBUTION	04/21/2014	36,000.00	.00	
Total 4850:				36,000.00	.00	
<b>4869</b>						
<b>My Precious Pet</b>						
	155	JAN-FEB2014 TANK CLEANING	04/22/2014	130.00	130.00	04/25/2014
	156	MARCH CLEANING	04/22/2014	65.00	65.00	04/25/2014
Total 4869:				195.00	195.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	4984	Contract cleaning	04/17/2014	4,175.00	4,175.00	04/17/2014
Total 4879:				4,175.00	4,175.00	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	033114	LONG DISTANCE MONTHLY FE	03/31/2014	130.28	130.28	04/11/2014
Total 4967:				130.28	130.28	
<b>5071</b>						
<b>QDS COMMUNICATIONS, INC</b>						
	13519	FIELD REPLACEMENT UNIT	03/31/2014	220.49	.00	
Total 5071:				220.49	.00	
<b>5078</b>						
<b>BSN SPORTS COLLEGIATE PACIFIC</b>						
	96035824	SOFTBALLS BASEBALLS	04/21/2014	530.40	.00	
Total 5078:				530.40	.00	
<b>5210</b>						
<b>GOLF ENVIRO SYSTEMS, INC.</b>						
	55879	SPORTS TURF BLEND	04/08/2014	760.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5210:				760.00	.00	
<b>5236</b>						
<b>THOMPSON DISTRIBUTING, INC</b>						
	5991	BROOMS	04/21/2014	233.50	.00	
Total 5236:				233.50	.00	
<b>5239</b>						
<b>PRECISION RIFLE WORKSHOP LLC</b>						
	041814	SEMINAR-PRW FIELDCRAFT W	04/18/2014	450.00	450.00	04/25/2014
Total 5239:				450.00	450.00	
<b>5253</b>						
<b>FASTENAL</b>						
	62355	SUPPLIES	03/28/2014	344.66	.00	
	62467	GROUNDING STAKE/ROD	04/03/2014	31.50	.00	
	62553	PREM FCB 4000	04/08/2014	504.75	.00	
	62587	SAFETY GLASS	04/11/2014	18.69	.00	
	62612	N95PARTICLTE RESP 2 CT	04/11/2014	15.36	.00	
	62630	SUPPLIES	04/11/2014	268.57	.00	
	62688	SHOVEL	04/15/2014	22.11	.00	
	62723	SUPPLIES	04/16/2014	11.93	.00	
Total 5253:				1,217.57	.00	
<b>5305</b>						
<b>CACEO</b>						
	041714	MEMBERSHIP/ FLORES	04/17/2014	45.00	45.00	04/17/2014
Total 5305:				45.00	45.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	237654-00	TOWELS	04/09/2014	18.00	.00	
	237654-01	TOWELS	04/16/2014	49.06	.00	
Total 5503:				67.06	.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G404058015	HIP BELT	04/23/2014	206.52	.00	
Total 5548:				206.52	.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	771404026302	PUMP STATION #1	04/01/2014	4,951.81	4,951.81	04/15/2014
Total 5613:				4,951.81	4,951.81	
<b>5650</b>						
<b>HIGH COUNTRY GAS</b>						
	190085	ARGON MIX	03/31/2014	105.65	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5650:				105.65	.00	
<b>5704</b>						
<b>COLE, BRENT</b>						
	042114	WORK BOOTS	04/21/2014	195.46	195.46	04/25/2014
Total 5704:				195.46	195.46	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D4-48810	WATER QUALITY	04/24/2014	210.00	.00	
	D4-48856	WATER QUALITY	04/25/2014	424.00	.00	
Total 5752:				634.00	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	781404026301	energy innovation center	04/01/2014	14,347.07	14,347.07	04/15/2014
Total 5833:				14,347.07	14,347.07	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	1001-14	Water Testing	04/15/2014	20.00	20.00	04/17/2014
	1002-14	Water Testing	04/15/2014	20.00	20.00	04/17/2014
	1003-14	Water Testing	04/15/2014	20.00	20.00	04/17/2014
Total 5846:				60.00	60.00	
<b>5888</b>						
<b>VULCAN INDUSTRIES, INC</b>						
	14148-12293	LOT SPARE PARTS	04/07/2014	543.00	.00	
Total 5888:				543.00	.00	
<b>5958</b>						
<b>Utility Refund</b>						
	2877102 04031	REFUND -147 E 10TH ST	04/03/2014	153.31	153.31	04/11/2014
	870102	REFUND-414 E 12TH	04/03/2014	64.27	64.27	04/11/2014
Total 5958:				217.58	217.58	
<b>5960</b>						
<b>Recreation Fee Refunds</b>						
	2000973002	REC FEE REFUND	04/01/2014	20.00	20.00	04/25/2014
Total 5960:				20.00	20.00	
<b>6006</b>						
<b>Rifle City Petty Cash /DDA</b>						
	031014	SUPPLIES	03/10/2014	53.72	53.72	04/11/2014
Total 6006:				53.72	53.72	
<b>6007</b>						
<b>Glenwood Springs Community Concert Assoc</b>						
	041714	Sponsor	04/17/2014	600.00	600.00	04/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6007:				600.00	600.00	
<b>6028</b>						
<b>Jan Walker</b>						
	48	PIANO PLAYER	04/17/2014	40.00	40.00	04/25/2014
Total 6028:				40.00	40.00	
<b>6054</b>						
<b>Colorado Youth Soccer</b>						
	041714	YOUTH SOCCER	04/17/2014	382.50	382.50	04/17/2014
Total 6054:				382.50	382.50	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	226744	MONTHLY FEE	04/10/2014	35,652.64	35,652.64	04/25/2014
	226759	RECYCLE SERVICE	04/01/2014	16.20	16.20	04/11/2014
Total 6067:				35,668.84	35,668.84	
<b>6069</b>						
<b>CPRA</b>						
	042114	CPRA ROCKIES SKILLS CHALL	04/24/2014	35.00	35.00	04/25/2014
Total 6069:				35.00	35.00	
<b>6071</b>						
<b>TD Productions</b>						
	37744	HAUL LOADS	04/21/2014	3,709.45	.00	
Total 6071:				3,709.45	.00	
<b>6109</b>						
<b>Aero-Mod, Inc</b>						
	SO24742-1	HEAD OF PROMAX NOZZLE	04/10/2014	600.86	.00	
Total 6109:				600.86	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	19619	SUPPLIES	04/09/2014	55.87	.00	
	19694	SUPPLIES	04/03/2014	56.37	.00	
	19706	SUPPLIES	04/07/2014	246.08	.00	
	19707	MANAGERIAL CHAIRS	04/07/2014	889.48	.00	
	19718	BATTERIES	04/08/2014	24.99	.00	
	3854CM	CHAIR	04/17/2014	278.89-	.00	
	3855CM	CHAIR MAT	04/17/2014	154.83-	.00	
Total 6137:				839.07	.00	
<b>6140</b>						
<b>Outdoor Services</b>						
	3280	WEED SPRAYING	04/11/2014	1,327.46	.00	
Total 6140:				1,327.46	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6144</b>						
<b>COMCAST CABLE</b>						
	031514	XFINITY TV	03/15/2014	5.98	5.98	04/11/2014
	041514	XFINITY TV	04/15/2014	11.96	11.96	04/25/2014
Total 6144:				17.94	17.94	
<b>6161</b>						
<b>Ewing Irrigation Products</b>						
	7778477	PREM WHITE PAINT	04/07/2014	510.84	.00	
Total 6161:				510.84	.00	
<b>6176</b>						
<b>Table Top Press</b>						
	17522-368	APRIL,MAY JUNE ISSUES	04/05/2014	264.00	264.00	04/17/2014
Total 6176:				264.00	264.00	
<b>6189</b>						
<b>USTF</b>						
	041514	TAE KWON DO	04/15/2014	570.00	570.00	04/25/2014
Total 6189:				570.00	570.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	38710	ADVERTISEMENT	03/31/2014	400.00	400.00	04/25/2014
	38711	ADVERTISEMENT	03/31/2014	800.00	800.00	04/25/2014
Total 6195:				1,200.00	1,200.00	
<b>6209</b>						
<b>CACP</b>						
	040314	MEMBERSHIP	04/03/2014	480.00	480.00	04/17/2014
Total 6209:				480.00	480.00	
<b>6221</b>						
<b>Wells Fargo Financial Leasing</b>						
	5001021079	XEROX COPIER	04/02/2014	336.44	336.44	04/11/2014
Total 6221:				336.44	336.44	
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	1172	CARBON FIBER TABLE TOP	04/18/2014	289.00	.00	
	1173	OFFICE DOOR DECALS	04/18/2014	192.00	.00	
	1174	SPILL KIT SIGNS	04/18/2014	74.00	.00	
Total 6225:				555.00	.00	
<b>6242</b>						
<b>Xerox Corporation</b>						
	073331179	BASE CHARGE	04/01/2014	269.05	269.05	04/11/2014
Total 6242:				269.05	269.05	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6280</b>						
<b>NEOPOST USA</b>						
	51531832	RENTAL SYSTEM	03/26/2014	194.85	194.85	04/17/2014
Total 6280:				194.85	194.85	
<b>6295</b>						
<b>Labyrinth Healthcare Group</b>						
	20837	ADVOCACY SERVICES	04/21/2014	252.00	252.00	04/25/2014
Total 6295:				252.00	252.00	
<b>6303</b>						
<b>Law Office of Angela Roff, PC</b>						
	1739	CITY PROSECUTOR	02/28/2014	3,955.34	3,955.34	04/11/2014
Total 6303:				3,955.34	3,955.34	
<b>6316</b>						
<b>SD HAULING COMPANY</b>						
	5000	HAUL LOAD	04/14/2014	325.00	.00	
Total 6316:				325.00	.00	
<b>6330</b>						
<b>COUNTY HEALTH POOL</b>						
	042414	IT	04/24/2014	111,037.53	111,037.53	04/25/2014
	042414.	COBRA	04/24/2014	786.42	786.42	04/25/2014
Total 6330:				111,823.95	111,823.95	
<b>6357</b>						
<b>FIRST STRING</b>						
	5610	UNIFORMS	04/09/2010	2,180.00	.00	
Total 6357:				2,180.00	.00	
<b>6380</b>						
<b>BROHN PLUMBING AND HEATING</b>						
	3203	REPLACE FLUSHVALVE STOPS	04/25/2014	230.10	.00	
Total 6380:				230.10	.00	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1297901610	LONG DISTANCE	04/11/2014	7.80	7.80	04/25/2014
Total 6383:				7.80	7.80	
<b>6384</b>						
<b>Professional Services Employers Trust</b>						
	042414	INSURANCE	04/24/2014	181.50	181.50	04/25/2014
Total 6384:				181.50	181.50	
<b>6389</b>						
<b>ANYTIME SEWER &amp; DRAIN</b>						
	10089	CAMERA INSPECTION	04/21/2014	360.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6389:				360.00	.00	
<b>6402</b>						
<b>CENTURY LINK</b>						
	K-6250388 040	LONG DISTANCE	04/01/2014	308.40	308.40	04/17/2014
	K7191113095	LONG DISTANCE	03/22/2014	1,150.24	1,150.24	04/11/2014
Total 6402:				1,458.64	1,458.64	
<b>6485</b>						
<b>Tisco Inc/Energy Equip-GrandJct</b>						
	10627 030314	supplies	03/03/2014	52.15	.00	
	472014	OVERPMT	04/07/2014	188.73-	.00	
Total 6485:				136.58-	.00	
<b>6493</b>						
<b>Agrium Advanced Technologies</b>						
	708826	TURF FERTILIZER	04/25/2014	7,220.00	.00	
Total 6493:				7,220.00	.00	
<b>6512</b>						
<b>C.B. WELLS</b>						
	26	PERFORMANCE	04/12/2014	100.00	100.00	04/17/2014
Total 6512:				100.00	100.00	
<b>6574</b>						
<b>OVERNIGHT PRINTS</b>						
	85216713	BUSINESS CARDS	03/13/2014	36.10	36.10	04/11/2014
Total 6574:				36.10	36.10	
<b>6582</b>						
<b>WESLEY DAVID BARTON</b>						
	041714	CENTENNIAL CONCERT	04/17/2014	900.00	900.00	04/25/2014
Total 6582:				900.00	900.00	
<b>6601</b>						
<b>DIAMOND EQUIPMENT &amp; SUPPLY CO.</b>						
	ORD-75395	SILICONE	04/17/2014	100.85	.00	
Total 6601:				100.85	.00	
<b>6603</b>						
<b>ITASCA GREENHOUSE, INC.</b>						
	16987	BLUE SPRUCE	04/22/2014	395.78	.00	
Total 6603:				395.78	.00	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	41143749	BOTTLED WATER	03/10/2014	34.75	.00	
	4114380	BOTTLED WATER	03/10/2014	7.35	.00	
	4114412	BOTTLED WATER	03/11/2014	41.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	4114531	BOTTLED WATER	03/17/2014	27.90	.00	
	4114532	BOTTLED WATER	03/17/2014	7.35	.00	
	4114675	BOTTLED WATER	03/25/2014	41.60	.00	
	4114676	BOTTLED WATER	03/25/2014	7.35	.00	
	4114707	BOTTLED WATER	03/25/2014	41.60	.00	
	4114805	BOTTLED WATER	03/31/2014	27.90	.00	
Total 6606:				237.40	.00	
<b>6675</b>						
<b>PARKSON CORPORATION</b>						
	AR1/51007606	Miox Generation Cell	04/14/2014	6,347.88	.00	
Total 6675:				6,347.88	.00	
<b>6712</b>						
<b>Iron Rangers</b>						
	478	ENVELOPE BOX	04/14/2014	374.78	.00	
Total 6712:				374.78	.00	
<b>6718</b>						
<b>HAPPY FEET FLOORS INC</b>						
	506	SPECIAL WINDOW	04/10/2014	442.95	.00	
Total 6718:				442.95	.00	
<b>6719</b>						
<b>PHIL VAUGHAN CONSTRUCTION MGMT, INC.</b>						
	04161401	WTP OWNER ADVISOR SERVIC	04/16/2014	3,638.63	.00	
Total 6719:				3,638.63	.00	
<b>6728</b>						
<b>CB INDUSTRIES-DELTA, INC.</b>						
	033114	BIOSOLIDS DISPOSAL	03/31/2014	4,506.12	.00	
Total 6728:				4,506.12	.00	
<b>6743</b>						
<b>THE VALLEY VETERINARY CLINIC</b>						
	20906	ZYMOX TOPICAL SPRAY/EXAMI	04/08/2014	58.70	58.70	04/17/2014
Total 6743:				58.70	58.70	
<b>6771</b>						
<b>TELVUE</b>						
	06721	CLOUDCAST HOSTED	04/10/2014	720.00	.00	
Total 6771:				720.00	.00	
<b>6777</b>						
<b>MASTER PETROLEUM</b>						
	2014125	COMBUSTIBLE LIQUID	04/14/2014	1,396.68	.00	
Total 6777:				1,396.68	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6779</b>						
<b>COMMERCIAL TIRE SERVICE, INC</b>						
	34263	TIRES	04/23/2014	466.16	.00	
Total 6779:				466.16	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-315766	KEYLESS ENTR	04/04/2014	124.32	.00	
	3761-316329	WHL SEAL	04/08/2014	221.46-	.00	
	3761-316430	BATTERY	04/09/2014	66.99	.00	
	3761-316449	FLASH LIGHT	04/09/2014	23.99	.00	
	3761-316492	OIL FILTER	04/09/2014	38.20	.00	
	3761-316594	TEST LEADS	04/10/2014	70.48	.00	
	3761-316614	BATTTERY	04/10/2014	90.98-	.00	
	3761-316683	FLASH LIGHT	04/11/2014	23.99	.00	
	3761-316746	12OZ OCTANBST	04/11/2014	6.72	.00	
	3761-318227	SEALANT	04/21/2014	6.99	.00	
	3761-318291	WINDOW HANDLE	04/22/2014	10.49	.00	
	3761-318477	STEREO	04/23/2014	497.97	.00	
	3761-318479	DEFECT WARRANTY	04/23/2014	22.98	.00	
	3761-318493	U-JOINT	04/23/2014	43.56	.00	
	3761-318576	STARTER	04/24/2014	151.07	.00	
	3761-318742	WINDOW HNDLE	04/25/2014	10.49-	.00	
	3761-319180	PERFCT MATCH	04/28/2014	12.98	.00	
	3761-319271	OIL FILTER	04/29/2014	3.21	.00	
	3761-319275	OIL FILTER	04/29/2014	41.64	.00	
	3761-319317	MINI LAMP	04/29/2014	5.31	.00	
	3761-319389	OIL FILTER	04/30/2014	43.09	.00	
Total 6790:				871.05	.00	
<b>6826</b>						
<b>CALLAWAY PACKING INC</b>						
	22390	FOOD SUPLLIES	04/14/2014	415.13	.00	
Total 6826:				415.13	.00	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25302806RI	PAC Equipment Lease	04/22/2014	1,825.00	.00	
Total 6831:				1,825.00	.00	
<b>6845</b>						
<b>E&amp;G TERMINAL, INC.</b>						
	5148303	DRILL BITS SET	04/11/2014	179.50	.00	
Total 6845:				179.50	.00	
<b>6864</b>						
<b>MCGEE COMPANY</b>						
	14004699-00	SPLIT EYE NEEDLE CHROME T	04/22/2014	18.61	.00	
Total 6864:				18.61	.00	
<b>6868</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BULLEN, KIMBERLY</b>						
	041414	REIMBURSEMENT	04/14/2014	60.48	60.48	04/17/2014
Total 6868:				60.48	60.48	
<b>6869</b>						
<b>SOCIALMENTUM, LLC</b>						
	233-0001-11	MONTHLY SITE MAINTENANCE	04/01/2014	299.00	299.00	04/11/2014
Total 6869:				299.00	299.00	
<b>6885</b>						
<b>CHEMATOX LABORATORY INC</b>						
	11448	BLOOD ALCOHOL TEST	04/07/2014	20.00	20.00	04/25/2014
Total 6885:				20.00	20.00	
<b>6892</b>						
<b>SHOOTERS GRILL OF RIFLE</b>						
	042414	MAIN STREET RENEW RIFLE	04/24/2014	300.00	300.00	04/25/2014
Total 6892:				300.00	300.00	
<b>6916</b>						
<b>CORNWELL QUALITY TOOLS</b>						
	138631	MAX DRVR	02/12/2014	188.95	.00	
	140359	GUIDED FIELD SHAN	04/23/2014	32.08	.00	
	140360	T SHIRTS	04/23/2014	75.95	.00	
Total 6916:				296.98	.00	
<b>6959</b>						
<b>PAPPAS CONSTRUCTION MANAGEMENT</b>						
	032514	CHARLIE PENWILL ENGINEERI	03/25/2014	500.00	.00	
Total 6959:				500.00	.00	
<b>6974</b>						
<b>MARK YOUNG CONSTRUCTION INC</b>						
	933-992004	Water main extension-CM gasolin	04/30/2014	7,210.00	.00	
Total 6974:				7,210.00	.00	
<b>6976</b>						
<b>Sunlight Window Coverings</b>						
	131	Replace Blinds-50% due upon ac	04/18/2014	1,049.50	1,049.50	04/21/2014
Total 6976:				1,049.50	1,049.50	
<b>6996</b>						
<b>STEFFEN, ROBIN</b>						
	032614	TRAINING	03/26/2014	86.41	86.41	04/11/2014
	041414	REIMBURSEMENT	04/14/2014	220.64	220.64	04/25/2014
Total 6996:				307.05	307.05	
<b>6997</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ALLIED SIGNS</b>						
	040314	SIGN PERMIT 82743	04/03/2014	80.00	80.00	04/11/2014
Total 6997:				80.00	80.00	
<b>6998 MLAM</b>						
	041114	CENTENNIAL CONCERT SERIE	04/11/2014	1,000.00	1,000.00	04/11/2014
Total 6998:				1,000.00	1,000.00	
<b>6999 MILLER, JIM</b>						
	021514	RRWPF-MEETING	02/15/2014	3,317.87	3,317.87	04/11/2014
	032814	RRWPF MEETING	03/28/2014	943.08	943.08	04/11/2014
	040114	RRWPF-MEETING	04/01/2014	66.95	66.95	04/11/2014
Total 6999:				4,327.90	4,327.90	
<b>7000 FRIEDMAN MARK</b>						
	041614	CENTENNIAL CONCERT SERIE	04/16/2014	750.00	750.00	04/17/2014
Total 7000:				750.00	750.00	
<b>7001 TWIN GUNS ENTERPRISE LLC</b>						
	492	EMBROIDERY SERVICE	03/12/2014	94.97	.00	
Total 7001:				94.97	.00	
<b>7002 CLHB INDUSTRIAL SERVICES INC</b>						
	1000395750	HYDRO EXCAVATION	03/26/2014	1,535.00	.00	
Total 7002:				1,535.00	.00	
<b>7003 CLEAR-VU WINDOW TINTING</b>						
	547235	TINT WINDOWS	04/16/2014	487.00	487.00	04/25/2014
Total 7003:				487.00	487.00	
<b>7004 LARSON JOSH</b>						
	041614	CENTENNIAL CONCERT SERIE	04/16/2014	900.00	900.00	04/25/2014
Total 7004:				900.00	900.00	
<b>7005 LORENZO'S AQUARIUM</b>						
	156	REG CLEANING	04/22/2014	65.00	65.00	04/25/2014
Total 7005:				65.00	65.00	
Grand Totals:				416,729.32	241,110.19	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

City Finance Director: \_\_\_\_\_

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Report Criteria:

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

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

May 1, 2014

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

Re: May 7, 2014 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the May 7, 2014 Rifle City Council Meeting.

1. Facility Closure Agreement with Cacaloco Enterprises, Inc. In 2010, the City entered into a lease with Cacaloco Enterprises, Inc. for five (5) acres on the Energy Innovation Center. Cacaloco constructed and operated a materials recovery facility that processed and composted biosolids produced by the City's regional wastewater reclamation facility, provided a regional collection center for organic wastes, septage and paper and cardboard recycling, and offered the produced compost as a purchasable end-product. Unfortunately, during the spring of 2012 Cacaloco accepted food wastes that created unbearable odors for the surrounding neighborhood as it composted. The City entered into an amendment to the Lease effective January 1, 2013 setting forth the closure requirements of the Facility and expiration of the Lease on October 31, 2013.

Cacaloco did not complete composting the materials at the Facility by the expiration of the Lease and they remain there today. To bring this matter to conclusion we drafted the enclosed Facility Closure Agreement and Bill of Sale that is on your agenda for approval. The Agreement recites the expiration of the Lease and the City is agreeing to finish composting the materials and complete the closure requirements. In exchange, Cacaloco will convey all of the improvements at the Facility to the City for its use or sale (the fence has value to the City, as does the finished compost). In addition, the City is allowed to use Cacaloco's screener free of charge to assist with finishing the composting of the remaining materials. The City's crews will perform all of the necessary work. Staff anticipates the work will be completed this summer.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:  
Enclosures



# Memo

To: City Manager, Honorable Mayor and Council

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From: Tom Whitmore, Parks & Recreation Director

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Date: April 30, 2014

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Re: Purchase of bleacher system for DRP –Phase 1

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## ACTION:

Staff is requesting Council approval for the purchase of bleachers for Deerfield Regional Park - Phase 1.

## BACKGROUND:

Two vendors submitted bids for bleachers for the project:

Dant Clayton offered an “enclosed” system, meaning there are no gaps under seats or risers through which keys, cell phones, water bottles, etc. can fall through, for \$101,942.00 with a voluntary alternate to deduct \$16,691.00 to go from an aluminum frame to a galvanized steel frame, or to \$85, 251.00.

CBS Constructors offered an open system for \$68,675.00 with a voluntary alternate to improve to a welded aluminum frame of \$2,630.00. Staff and PRAB liked the closed system option overall, and CBS Constructors can do that for an additional \$6,950.00, or a total of \$78,255.00.

PRAB reviewed the proposals and weighed the option and recommends going with CBS Constructors proposal, including the voluntary alternate and the upgrade to an enclosed system, for \$78,255.00.

Thanks,  
Tom



## **MEMORANDUM**

**TO:** Matt Sturgeon, Rifle City Manager  
**FROM:** Buzz Kehoe, IT Director  
**DATE:** May 2, 2014  
**RE:** City of Rifle PD Storage and Virtualization Project

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### **Project Description**

The IT Department has previously purchased and installed Virtualization equipment at our main data centers of City Hall and The Justice Center.

We have virtualized most of the City Hall servers and PCs.

Before we can proceed with the virtualization of the Police Department servers and PCs, we must install additional storage and networking components. PD video demands have changed over the years, but the data storage of them including the other media has constantly increased.

We tasked ICS Inc. to leverage the lowest State of Colorado three bid price of \$55,000 for the equipment and professional services.

### **Recommendation**

I recommend that the City Council approve the PD Storage and Virtualization Project and award the contract to ISC inc. for \$55,000.

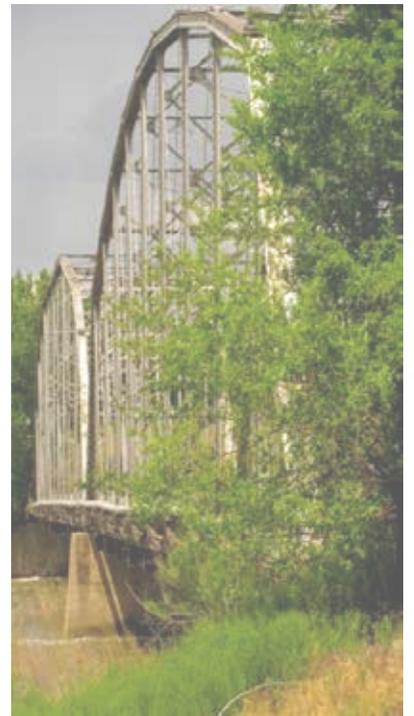


# ***CITY OF RIFLE***

## **2014 Strategic Plan**

**DEVELOPED BY CITY COUNCIL AND  
STAFF at  
GRAND RIVER HOSPITAL PURSUANT  
to ARTICLE 3 of the RIFLE MUNICIPAL  
CHARTER**

*January 31 and February 1, 2014*





## **INTRODUCTION**

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On January 31 and February 1, 2014, Rifle City Council members and senior staff met at the Grand River Hospital to review and refine the City's Strategic Plan, discuss roles and responsibilities, and set goals for the coming year. The Manager and Attorney attended the session on January 31, and the senior staff was in attendance on Saturday, February 1.

The objectives for the retreat were agreed as follows:

- Review Accomplishments
- Discuss Roles, Responsibilities, Protocol
- Review and Update Vision, Mission, and Goals
- Discuss Issues
- Teambuilding

As an icebreaker, the Council members and staff introduced themselves, stating where they grew up, major influences in their lives, and why they ran for office? The Facilitator (Gary Suiter) pointed out the diversity of the background and experiences of the Councilmembers, including: education; food and beverage; oil and gas; legal; military; architecture; and property management, to name a few.

Gary briefly discussed the strategic planning process and a productive discussion ensued regarding board roles, staff roles, Mayor and Council roles, and meeting protocol.

### **Workshop Format**

A discussion took place regarding Council workshops. The following parameters were agreed to:

- Presentations (informational items may go to City Council Meeting)

- Workshop is Council's time for discussion of issues not yet ready for formal agenda
- Citizen input will be limited and directed to regular meeting for public comment.
- Keep workshops in Conference Room (unless circumstances dictate use of Council Chambers)

## **Council Meeting Protocol**

*Council Call in? It was decided to replace this item with email submittals to avoid phone calls made with the intent to disrupt*

Gary covered the three most important aspects of being an effective Council member:

- ü Respect (Agree to disagree)
- ü Win and Lose with grace (No one likes a gloating winner or a sore loser)
- ü Short-Term Memory (don't carry ill-will from meeting to meeting; move on from disappointment)

## **DISCUSSION TOPICS**

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Discussion topics identified for discussion by the group were as follows:

- Recreation Center
- Water Treatment Plant
- Board Partnerships and Relationships
- Budget/Financial/Economic
- Grant Prioritization
- Staffing Discussion
- Communication/Public Relations

## **Accomplishments**

Staff went around the room discussing some of the accomplishments this past year. Following are a few examples:

- IT - looking at "the whole" versus incremental fixes
- New Parks and Recreation organizational structure
- New Planning organizational structure

- New software for improved court efficiency
- Government affairs; federal lands; grant funding; CML/AGNC/Club 20/DOLA
- Engineering projects; Sewer TV; WTP
- HR improvements, elections; liquor enforcement
- Rifle TV - undertaking conversion from analog to digital
- Utility improvements
- Amazing teamwork!

### **Recreation Center**

Council and staff briefly discussed the recreation center vote. It was decided to look more closely at the following issues:

- Timing was an issue
- Cost and condition of existing facilities?
- Citizen expectations? Need to be clarified.
- Year round pool?

*Examine intermediate steps*

### **Grants**

Discussion occurred regarding the city's grant process. It was noted that staff has a process in place. *Council expressed support for the current process and will back staff in their management of the agencies. Situation will be discussed and reviewed later (we'll see how things progress...).*

### **Water Treatment Plant**

Staff provided a brief update on the status of the water treatment plant and following are the highlights:

- There is a concern for the bids (may come in higher than expected)
- *Necessary to firm-up the schedule*
- *Need to communicate with public on a regular basis*
- *Keep the City Council informed*
- De-commissioning Grand Mesa and Beaver Creek needs to be addressed

### **Boards and Commissions Discussion**

The City's Boards and Commissions were listed, as follows:

- Planning Commission
- Parks and Recreation Advisory Board
- Visitor Improvement Fund Advisory Board
- Senior Center Board
- Police Advisory Board
- Downtown Development Authority (DDA) – City Representative is the Mayor
- Rifle Housing Authority (RHA) – City Representative is Jay

Other Boards requiring participation or relationships:

- Chamber of Commerce
- RREDC
- AGNC
- Energy Advisory Board
- Club 20

### **VIF-Advisory Board**

Following were the topics and outcomes discussed:

- *Check the ordinance – City Council would like to see more detail*
- *Schedule a Workshop:*
  - *Review the ordinance with the Board*
  - *Council to provide policy direction to the Board*
  - *Clarify expectations: There will be staff involvement in budget*
  - *Provide accounting to public as to funding decisions*

### **Chamber/VIF/DDA**

Following discussion, a Staff directive was given from Council:

- *Work with the agencies*
- *Look at the bigger picture - align objectives and project funding*
- *Accountability*
- *Develop a policy that is in line with grant process*
- *Take a “soft” approach*

### **Senior Center Board**

After Council discussion, it was agreed that everything is A-OK with the Senior Center.

### **Regional Housing Authority (RHA)**

After an update from Jay on the RHA, it was decided to have Jay provide relevant information to Jim Neu for review.

## **Communications/Public Relations**

Following discussion, it was agreed to:

- *Feed information to Mike*
- *Emphasize the positive*
- *Consider branding campaign*

## **Teambuilder**

The group played “Two Truths and a Lie” for some light teambuilding and after lunch fun.

## **2014 – 15 Goals**

The group reviewed the City’s Vision, Mission, and Goal statements. The updated version is attached at the end of this report.

## **Rifle Positives**

Gary asked the group to identify positive factors about working and living in Rifle:

- T Family, community and friends
- T (3) The people of Rifle (#1 thing)
- T (3) Outdoor Recreation (within 2 hours) (there is an opportunity for migration down valley)
- T (2) People willing to work together – willing to watch each other’s kids
- T (2) Scenery
- T Right size, local services
- T Innovative staff
- T Citizens get “bang for the buck”
- T Mountain park, state park, river, JQS Trail
- T The numbers - working with Council
- T Library
- T Quality development
- T We’re eager to help business
- T Amazing, professional staff –
- T A genuine place (no social pecking order)
- T Creative, self-sufficient
- T Weather, location
- T Good Place to raise kids
- T Safe!!

- T Progressive community
- T Friendly
- T Great Staff!! Dong the right thing
- T Self-esteem-Pride

Gary thanked everyone for their participation, candor, and humor.

Respectfully Submitted,  
Gary Suiter, Suiter & Associates

### *City of Rifle Vision Statement*

*Rifle in 2035 is a regional center that:*

- *Has preserved its small town values and cohesive sense of community;*
- *Has a sustainable and growing economic base that offers ample employment, housing, and business opportunities;*
- *Is well-planned, environmentally responsible, and resource efficient;*
- *Has diverse neighborhoods that are safe, secure and have convenient access to services and amenities;*
- *Offers a premier and integrated system of recreational, educational, and cultural activities for all ages and income levels;*

### *City of Rifle Mission Statement*

*Our mission is to provide quality services that:*

- *embrace our sense of community;*
- *promote economic vitality;*
- *preserve our natural assets;*

- *promote public health and safety;*
- *promote cultural, educational, and recreational opportunities;*

*for the benefit of the Rifle community.*

### ***City of Rifle Goal Statements and Action Steps 2014-15***

***Goal: Develop and strengthen a diverse economic base in cooperation with other entities.***

- Coordinate with DDA, RREDC, Main Street Program, Chamber of Commerce, and Visitor Improvement Group to assess overlap, goals alignment, capabilities, etc.
- Improve communication with energy sector.
- Leverage economic opportunities.
- Consider regional opportunities.

***Goal: Effectively manage development, infrastructure, mobility, resources, and protect the city's natural environment.***

- Begin Water Treatment Plant Construction
- Develop Water Master Plan
- Continue seeking out more cost effective sludge disposal option.
- Investigate feasibility of replacing a portion of 18" water main from Meadow Circle to Rifle Creek.
- Begin Implementation of Bicycle Master Plan
- Complete RAMP process and CDOT IGA to devolve Hwy. 13 and leverage funds to build north roundabout and make improvements to Hwy 13 through downtown.
- Rebuild E16 Street from Anvil View to Birch (including sidewalk and drainage improvements)
- Design improvements of W 5<sup>th</sup> from Elks Lodge to Prefontaine.
- Design Whiteriver pedestrian improvements from E 10<sup>th</sup> to E 16<sup>th</sup>

**Goal: Create and maintain recreational and cultural facilities and activities for all ages and income levels.**

- Complete Ute Theatre and begin promoting
- Complete Deerfield Baseball field improvements.
- Complete 9<sup>th</sup> to City Market Rifle Creek Trail segment
- Examine intermediate steps for recreation facilities - engage the public

**Goal: Promote and enhance public safety and health.**

- Implement Beaver Creek watershed recommendations.
  - Create Emergency and Security Plan for City Hall
- Increase communication between the Police Department and the community
  - Implement NIXLE notification
  - Seat the Public Safety Advisory Board
  - Start a formalized Police Department volunteer program
  - Formalize “directed officer patrols” to have more visibility at community events
  - Continue fostering community partnerships in police, utility, and street operations

**Goal: Strengthen relationships and communications within the organization and with the community**

- Diversify membership on City Boards and Commissions Continue to “get the word out” using appropriate media, e.g. Utility Bills, *Post Independent*, *Citizen Telegram*, Web site, email, Channel 10, social media, apps
- Advocate on behalf of the City
- Develop a process for new projects that involve City funding.
- Manage multiple project funding requests more effectively by helping the requesting agencies understand fiscal limitations and priorities- get them together to discuss and clarify the process

\*\*\*\*\*

## Bill of Sale

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, CACALOCO ENTERPRISES, INC., a Colorado corporation whose address is 256 flying Fish Road, Carbondale, Colorado 81623 (“Seller”) sells and delivers to the CITY OF RIFLE, COLORADO, a home rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Buyer”) all personal property, except the mechanical screener, located at the real property commonly known as the Energy Innovation Center and located at 2515 West Centennial Parkway, Rifle, Colorado 81650 (the “Personal Property”).

Seller warrants that (1) the Seller is the legal owner of the Personal Property; (2) the Personal Property is free from all liens and encumbrances; (3) the Seller has full right and authority to sell and transfer the Personal Property; and (4) the Seller will warrant and defend the title of the Personal Property against any and all claims and demands for all persons. The Personal Property is being sold “as is” condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for any particular purpose. Further, the Seller disclaims any warranty as to the condition of the Personal Property. The Seller’s above disclaimer of warranties does not, in any way, affect the terms of any applicable warranty is from the manufacturer of the Personal Property.

This Bill of Sale will be construed in accordance with and governed by the laws of the State of Colorado.

Buyer:

City of Rifle, Colorado

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Seller:

Cacaloco Enterprises, Inc.

By: \_\_\_\_\_  
Jim Duke, President

Date: \_\_\_\_\_

## **FACILITY CLOSURE COMPLETION AGREEMENT**

This Facility Closure Completion Agreement (“Agreement”) is entered into as of May \_\_\_\_, 2014, by and between the City of Rifle, Colorado, a home rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (the “City”), and Cacaloco Enterprises, Inc., a Colorado corporation whose address is 256 flying Fish Road, Carbondale, Colorado 81623 (“Enterprises”). The City and Enterprises are collectively referred to in this Agreement as the “Parties.”

### **Recitals**

A. The Parties entered into that certain Commercial Property Land Lease with an effective date of January 1, 2010 recorded in the records of the Garfield County, Colorado Clerk and Recorder as Reception No. 788812 for lease by Enterprises of City-owned property commonly known as the Energy Innovation Center and located at 2515 West Centennial Parkway, Rifle, Colorado 81650 (the “Lease”). The Parties subsequently entered into a First Amendment to the Lease on April 20, 2011 to extend the base term under the Lease by one year.

B. The Parties entered into the Lease to facilitate and allow construction and operation by Enterprises of a materials recovery facility which processes and composts biosolids produced by the City’s regional wastewater reclamation facility, provides a regional collection center for organic wastes, septage and paper and cardboard recycling, and offers the produced compost as a purchasable end-product (the “Facility”).

C. During the Spring of 2012, the City received numerous complaints regarding the odors being produced by and emanating from the Facility and the Parties entered into a Second Amendment to the Lease on January 31, 2013 to provide for expiration of the Lease base term to October 31, 2013.

D. The Second Amendment also set forth acts required to be completed by Enterprises for physical closure of the Facility on or before October 31, 2013 and for post-closure reporting and care of the Facility (the “Closure Plan”). Enterprises has failed to finish processing the materials at the Facility and complete acts required by the Closure Plan by October 31, 2013 and the Parties now desire to set forth additional terms under which the Closure Plan will be completed.

### **Agreement**

NOW, THEREFORE, in consideration of the foregoing Recitals, which contains mutual covenants and agreements of the Parties, the Parties agree as follows:

1. Lease Expired; City to Complete Closure Plan: The parties agree that the Lease is expired and Enterprises has surrendered possession of the Leased Premises to the City. The City agrees to complete the processing of the remaining material at the Facility and undertake Enterprises’ unfulfilled obligations under the Closure Plan pursuant to the terms and conditions of this Agreement. The City shall not be required to provide any notice to Enterprises regarding

City's progress on or completion of the Closure Plan, or notices received by the City relating to the Facility or the Closure Plan.

2. Title to Improvements: Enterprises agrees that title to the Facility, all improvements to the Leased Premises and all material in place at the Facility are hereby transferred to the City and Enterprises further agrees that it shall take all necessary steps to effectuate transfer of title, including execution of a Bill of Sale simultaneously with this Agreement.

3. Grant of License to Use Screener: Enterprises hereby grants to the City a license to use any and all of Enterprises' equipment remaining at the Leased Premises, specifically a mechanical screener (the "Screener"), as City sees fit to fulfill the Closure Plan obligations. The license granted by this Section 3 shall not be revocable by Enterprises and it shall terminate only upon City's written notice to Enterprises stating that the license is terminated or by September 30, 2014, whichever first occurs. Enterprises represents to the best of its knowledge that the Screener is in operable condition with no known defects and is suitable to finish the processing of the material on the Leased Premises. The City agrees to operate the Screener in a workmanlike manner but shall not be liable for any damage or breakdowns to the Screener during the term of this license, for which Enterprises specifically holds harmless the City in addition to the indemnification, below.

4. Indemnification: Enterprises agrees to indemnify and save harmless the City from any financial or monetary claim or action asserted against the City, as well as any monetary liability or loss sustained by the City in connection with a claim arising from Enterprises' occupation of the Leased Premises, operation of the Facility, performance or lack of performance of the obligations under the Closure Plan, and City's performance and completion of the Closure Plan obligations. The City further agrees to give Enterprises a reasonable opportunity to, at its own expense, defend, protect and save harmless the City against any claim or loss. If Enterprises fails to defend, indemnify, or save harmless, then the City, upon notice to Enterprises, will have the right to defend, pay or settle a claim on its own behalf. Such indemnification by Enterprises shall include, specifically and without limitation, claims against or losses sustained by the City relating to the environmental conditions of the Leased Premises or the Facility.

5. Release and Survival of Claims: In consideration of the City's agreement to undertake and complete Enterprises' unfulfilled obligations under the Closure Plan, Enterprises hereby completely releases and forever discharges the City, its past, present and future officers, directors, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, syndicates, names, predecessors, successors and assigns from any and all past or present demands, obligations, actions, causes of action, damages, compensatory damages, special damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever which Enterprises now has, or which may hereafter accrue or otherwise be discovered, arising out of or in any way relating to its occupation of the Leased Premises and its operation of the Facility. Any demands, obligations, actions, causes of action, damages, compensatory damages, special damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever which City now has against Enterprises, or which

may hereafter accrue or otherwise be discovered by City, arising out of or in any way relating Enterprises' occupation of the Leased Premises or operation of the Facility and the Lease and any amendments thereto are not hereby released and shall survive in perpetuity subject to other legal principles.

6. Assignability: The obligations of Enterprises under this Agreement are not assignable or transferable and any attempted assignment by Enterprises will be void and without effect. The City's rights and obligations under this Agreement may be assigned.

7. Survival of Terms: Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

8. Governmental Immunity: Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of the City's sovereign immunity under applicable state law.

9. Severability: In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part was deleted.

10. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Garfield County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.

11. Entire Agreement: This Agreement, including any exhibits or addenda, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

12. Counterparts and Facsimile Signatures: This Agreement may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Facsimile copies of signature pages shall be treated as original signature pages.

13. Authority: Each person signing below warrants that he/she has full power and authority to bind the entity under which her/his signature appears.

## Bill of Sale

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, CACALOCO ENTERPRISES, INC., a Colorado corporation whose address is 256 flying Fish Road, Carbondale, Colorado 81623 (“Seller”) sells and delivers to the CITY OF RIFLE, COLORADO, a home rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Buyer”) all personal property, except the mechanical screener, located at the real property commonly known as the Energy Innovation Center and located at 2515 West Centennial Parkway, Rifle, Colorado 81650 (the “Personal Property”).

Seller warrants that (1) the Seller is the legal owner of the Personal Property; (2) the Personal Property is free from all liens and encumbrances; (3) the Seller has full right and authority to sell and transfer the Personal Property; and (4) the Seller will warrant and defend the title of the Personal Property against any and all claims and demands for all persons. The Personal Property is being sold “as is” condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for any particular purpose. Further, the Seller disclaims any warranty as to the condition of the Personal Property. The Seller’s above disclaimer of warranties does not, in any way, affect the terms of any applicable warranty is from the manufacturer of the Personal Property.

This Bill of Sale will be construed in accordance with and governed by the laws of the State of Colorado.

Buyer:

City of Rifle, Colorado

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Seller:

Cacaloco Enterprises, Inc.

By: \_\_\_\_\_  
Jim Duke, President

Date: \_\_\_\_\_





**CITY OF RIFLE - LEGISLATIVE REPORT**  
**May 2, 2014**  
**Government Affairs**

As of May 2, 2014 there have been 706 bills introduced into the legislature. Of the 706 bills, 173 have been postponed indefinitely<sup>1</sup>.

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**HB14-1193 Research Retrieval Fees Public Records Under CORA**

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Sponsors: SALAZAR / KEFALAS

Summary: The bill allows a custodian of public records under the "Colorado Open Records Act" to impose a fee in response to a request for the research and retrieval of such records only if the custodian has, prior to the date of receiving the request, either posted on the custodian's web site or otherwise published a written policy that specifies the applicable conditions concerning the research and retrieval of public records by the custodian. Any fee the custodian charges the requestor for the research and retrieval of public records must be nominal in comparison to the time the custodian spends responding to the volume of requests. The bill prohibits the custodian under any circumstances from charging an hourly fee for the research and retrieval of public records that exceeds three times the state minimum wage.

04/24/2014 Sent to the Governor

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**HB14-1269 Marketplace Fairness & Small Business Protection**

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Sponsors: COURT / JOHNSTON

Summary: The state imposes a sales tax collection obligation on every retailer or vendor, and the terms "retailer" and "vendor" are defined to include every person doing business in this state and selling to the user or consumer, and not for resale. The state also imposes a use tax collection obligation on every person in this state for the privilege of storing, using, or consuming in the state any tangible personal property purchased at retail. By operation of law, the definition of the term "doing business in this state" establishes which retailers must collect sales and use tax on behalf of the state from its customers. What qualifies as "doing business in this state" is what is understood as "nexus" among sales tax experts. The bill modifies and expands the state's sales and use tax nexus provisions by:

\* Expanding the types of activities that will create nexus with the state if conducted by any person that already has a physical presence in this state, other than a common carrier acting in its capacity as such, pursuant to an agreement or arrangement with an out-of-state retailer;

\* Clarifying that the expanded nexus provisions create a rebuttable presumption that the specified activities create substantial nexus for the out-of-state retailer;

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<sup>1</sup> Postponed Indefinitely means a bill has been "killed" in committee and the legislature will not be taking action.

\* Requiring an out-of-state retailer to collect and remit sales and use taxes if that retailer contracts with the state for the sale of tangible personal property or taxable services; and

\* Limiting the effect of the expanded nexus provisions to sales and use tax by specifying that the nexus does not apply to franchise, income, or other taxes.

05/02/2014 Sent to the Governor

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## **HB14-1303 Legislature Take Public Testimony Remote Locations**

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Sponsors: SCOTT

Summary: The bill vests the executive committee of the legislative council with the power and duty to consider, recommend, and establish policies regarding legislative committees taking public testimony from remote locations around the state.

05/01/2014 Senate Third Reading Passed - No Amendments

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## **HB14-1327 Measures Expand Deployment Communication Networks**

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Sponsors: WILLIAMS / SCHEFFEL

Summary: Section 3 of the bill requires a local government to process a complete application for the collocation of a wireless service facility within 90 days and to process a complete application that involves a new structure or a new wireless service facility other than a collocation within 150 days. There is an exception to these deadlines for the provider to respond to a request for additional information, and the parties may agree to waive the deadlines. Section 3 also requires a local government to allow a permit applicant to consolidate applications and receive a single permit for a small cell network that is within the jurisdiction of a single local government and to consolidate documents and administrative proceedings if an applicant is collocating several wireless service facilities within a single local government. Sections 4, 5, and 6 expand parts of the law relating to access to public rights-of-way for telecommunications providers to include broadband providers, which include cable operators. Specifically, section 5 grants a broadband provider the right to construct, maintain, and operate facilities along any public highway. Section 6 requires a political subdivision's tax, fee, or charge to be competitively neutral among telecommunications providers and broadband providers and prohibits a political subdivision from collecting taxes, fees, and charges from a broadband provider through in-kind services, or requiring in-kind services as a condition to use a highway. Section 7 requires the state or a political subdivision to provide notice to a broadband provider of a utility trenching project that the state or political subdivision conducts and to allow joint trenching by broadband providers on a nonexclusive and nondiscriminatory basis. Notice of the trenching project will be given to any broadband provider that requests to be included on a public list maintained by the department of transportation. Section 8 creates a state sales and use tax exemption for the sale or lease to a broadband provider of tangible personal property that is used directly in the provider's network for the provision of broadband service. Section 2 of the bill permits a statutory county, city, or town to create a

local sales and use tax exemption that is identical to the state exemption. It also repeals separate authority for local governments to create a similar sales and use tax exemption.

04/30/2014 House Considered Senate Amendments - Result was to Concur - Repass

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### **HB14-1328 Connect Colorado Broadband Act**

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Sponsors: WILLIAMS / NICHOLSON

Summary: The high cost support mechanism (HCSM) reimburses telecommunications service providers for some of the cost of providing telephone services to rural areas. The bill adds broadband service in unserved areas to the services that are reimbursable. Section 1 of the bill defines terms including "broadband service", "broadband network", and "unserved area". Section 2 of the bill adds the provision of broadband networks in unserved areas to the purposes served through financial assistance from the HCSM. Section 2 also requires the department of regulatory agencies (department) to include information about the implementation and administration of the HCSM in its presentation to legislative committees. Section 3 adds universal access to broadband service to the list of goals stated in the current expression of state policy concerning telecommunications policy and planning. Section 4 creates a broadband fund and a broadband deployment board to facilitate the funding of projects to deploy broadband service into unserved areas of the state through the award of grants from moneys allocated to the provision of broadband service from the HCSM. Section 5 repeals the functions of the broadband deployment board regarding its administration of the broadband fund on September 1, 2024, subject to a sunset review by the department of regulatory agencies.

04/28/2014 Senate Third Reading Passed - No Amendments

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### **HB14-1343 Firefighter Peace Officer PTSD Work Comp Coverage**

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Sponsors: SINGER / TOCHTROP

Summary: The bill includes post-traumatic stress disorder (PTSD) that is suffered by a peace officer as a covered workers' compensation disability. A peace officer is presumed to have a diagnosis of PTSD if the peace officer seeks treatment for and is diagnosed with PTSD within 36 months after the date of a traumatic event that occurs in the line of duty. An employer or insurer has the opportunity to overcome the presumption. The bill requires an insurer or employer to pay all authorized medical expenses of a peace officer alleged to suffer from work-related PTSD. The bill limits the dissemination of health information by health care providers to that information directly related to the cause or aggravating factors of the patient's PTSD. The bill sets up an expedited review process for the determination of the diagnosis of work-related PTSD.

05/02/2014 Senate Committee on Local Government Refer Amended to Senate Committee of the Whole

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## HB14-1375 Urban Redevelopment Fairness Act

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Sponsors: DELGROSSO / TOCHTROP

Summary: The bill makes the following modifications to the "Urban Renewal Law":

- \* If the municipality in which an urban renewal authority (authority) that has been established is not a city and county, section 1 of the bill requires at least one such commissioner of the authority to be appointed by the board of county commissioners of each county in which an urban renewal project undertaken by the authority is located.
- \* In the case of the special fund established for the collection of taxes to implement tax increment financing by the authority, upon the payment of all bond debt, section 2 of the bill requires all funds remaining in the special fund to be repaid to each public body pro rata in accordance with the percentages of taxes paid into the special fund and not previously rebated to the public body.
- \* Section 2 also specifies that the percentage of property tax increment revenues of any public body that may be allocated to the authority in connection with tax increment financing must not exceed the percentage of municipal sales tax revenues allocated to the authority under the provisions of the urban renewal plan, as originally approved and as it may be later modified, except that:
  - \* The allocation may be modified by means of an agreement with any such public body;
  - \* Any exemptions, rebates, or repayments paid or to be paid to the municipality must be excluded in determining the percentage of municipal sales tax increment revenue allocated to the authority; and
  - \* Any moneys either that the municipality pays to the authority for the project by the municipality or any public body in advance of the allocation of moneys to the authority or that are spent by a private entity for which the municipality has agreed in writing to reimburse the entity with sales tax revenue collected in the area of the urban renewal project must be included in the determination of the applicable percentages.

04/30/2014 Senate Committee on Judiciary Witness Testimony and/or Committee Discussion Only

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## HB14-1389 Sales & Use Tax Exemption For Certain IT Equipment

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Sponsors: PABON / SCHEFFEL

Summary: Beginning July 1, 2015, the bill allows a sales and use tax exemption for the sale, storage, and use of information technology equipment (IT equipment) that will be used in a qualified data center or a qualified refurbished data center. The bill includes IT equipment that is purchased to replace or upgrade IT equipment and IT equipment that is relocated to the state. The bill requires that the IT equipment be used in a qualified data center or qualified refurbished data center within 20 years of the date of the sale, use, storage, or relocation of the IT equipment. The exemption applies to all IT equipment that is used and maintained within a qualified data center or qualified refurbished data center, regardless of whether the owner of the IT equipment is the owner of the qualified data center or qualified refurbished data center. The bill specifies the criteria to be a qualified data center or a qualified refurbished data center and requires the owner of such a data center to certify to the Colorado office of economic development (office) that the data center satisfies that criteria. The office is required to determine whether a data center is a qualified data center or qualified refurbished data center and notify the department of revenue and the data center owner of such determination. The office is

required to submit a periodic report to the general assembly regarding the economic benefits of the sales and use tax exemption on IT equipment used in qualified data centers or qualified refurbished data centers. In addition, the office is required to make a presentation to the joint technology committee of the general assembly prior to finalizing the certification for any qualified data center or qualified refurbished data center.

05/02/2014 House Committee on Appropriations Refer Amended to House Committee of the Whole

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### **HB14-1390 Legal Standing Of Public Open Meetings Law**

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Sponsors: DURAN / BROPHY

Summary: The bill clarifies the open meetings law (OML) to explicitly state that any person denied or threatened with denial of any of the rights that are conferred on the public by the OML has suffered an injury in fact, and therefore, has standing to challenge the violation of the OML.

05/02/2014 Senate Second Reading Special Order - Passed - No Amendments

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### **SB14-046 Local Firefighter Safety Grant Program**

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Sponsors: NICHOLSON / EXUM

Summary: Wildfire Matters Review Committee. Until July 1, 2013, the wildfire preparedness fund received an annual \$3.25 million transfer from the mineral leasing fund; last year the general assembly substituted a portion of insurance premium taxes as the source of revenues for this fund. Section 1 of the bill directs the state treasurer to annually transfer, for 5 state fiscal years, \$3.25 million from the mineral leasing fund to a newly created local firefighter safety fund. Section 2:

- \* Creates the local firefighter safety and disease prevention fund and uses it for a need-based grant program to provide funding or reimbursement to local government governing bodies for equipment and training designed to increase firefighter safety and prevent occupation-related diseases;
- \* Directs the director of the division of fire safety and control to promulgate rules governing the award of the grants, including consideration of the recommendations of the fire service training, certification, and firefighter safety advisory board and the governing body's other fund-raising efforts; and
- \* Allows the division to expend up to 3% per year from the fund for its direct and indirect costs in administering the grant program.

05/01/2014 House Third Reading Passed - No Amendments

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### **SB14-103 Phase In High-efficiency Water Fixture Options**

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Sponsors: GUZMAN / FISCHER

Summary: The bill defines a "watersense-listed plumbing fixture" as one that has been:

- \* Tested by an accredited third-party certifying body or laboratory in accordance with the federal environmental protection agency's WaterSense program;

- \* Certified by such body or laboratory as meeting the performance and efficiency requirements of the program; and
  - \* Authorized by the program to use its label. Current law requires water-efficient indoor plumbing fixtures in only three contexts:
    - \* Builders of new single-family detached residences must offer the buyers toilets, faucets, and showerheads that meet the current standards of the WaterSense program;
    - \* Tank-type water closets and flushometer toilets in new state buildings must meet certain standards that are either less stringent than or as stringent as the current WaterSense standards; and
    - \* New construction and renovation of residential structures and office, commercial, or industrial buildings must meet standards that are less stringent than the current WaterSense standards. Section 1 of the bill prohibits the sale of lavatory faucets, shower heads, flushing urinals, tank-type toilets, and tank-type water closets on and after September 1, 2016, unless they are a watersense-listed plumbing fixture. Sections 2 through 5 amend or repeal conflicting portions of current law.
- 05/02/2014 Sent to the Governor

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## **SB14-115 State Water Plan Public Review & GA Approval**

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Sponsors: ROBERTS / FISCHER

Summary: The bill requires the Colorado water conservation board to hold a hearing on a draft state water plan within each basin roundtable, update the plan based on public comments, and present the draft plan to the water resources review committee. The committee must vote on whether to introduce legislation that would approve the plan. The plan does not embody state water policy unless the general assembly, acting by bill, approves the plan.

05/01/2014 House Third Reading Passed - No Amendments

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## **SB14-161 Update Uniform Election Code Of 1992**

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Sponsors: ULIBARRI / HULLINGHORST

Summary: The "Voter Access and Modernized Elections Act", enacted in 2013, made various changes to the "Uniform Election Code of 1992". To facilitate implementation of that act, and the conduct of elections generally, the bill makes various corrections, clarifications, and alterations to the code. Section 1 of the bill defines the term "post office box" as compartments on premises administered by the United States postal service or other commercial mail service entity. Currently, when a person moves from one county or precinct in the state to another with the intention of making the new county or precinct his or her permanent residence, the person is considered to reside in that new county or precinct. Section 2 modifies this provision to apply to any in-state changes of residence when the elector intends the new residence to be his or her sole legal place of residence. Various deadlines apply by which voter registration must be completed, depending on the method of application. Sections 3, 4, 6, 8, 9, and 10 impose the same deadline (i.e., 8 days prior to the date of an election) for voter registration applications by any method of submission, except for applications submitted through voter registration drives or at voter service and polling centers (VSPCs). Further:

- \* Section 3 requires a person to register to vote on or before the eighth day before an election in order to receive a mail ballot for that election;
- \* Section 6 clarifies the time during which voter registration applications may be submitted at VSPCs for elections, other than general elections, coordinated by a county clerk and recorder; and
- \* Sections 6, 8, 9, and 10 allow voter registration applications to be processed after the 8-day deadline, though voters so registering must still obtain ballots in person. Currently, to change an address or political party affiliation using the on-line voter registration system, an elector is required to provide the last 4 digits of his or her social security number. Section 4 makes the provision of this information optional. Section 4 also eliminates the requirement that a county clerk and recorder send a nonforwardable postcard to an elector's former address of record after the elector effects a change of residence using the on-line voter registration system. Section 5 harmonizes the self-affirmation a person makes when registering to vote with the statutory residency requirements. Regarding the monthly national change of address search that the secretary of state must undertake, section 7:
  - \* Specifies that the search must be performed using the database maintained by the United States postal service;
  - \* Allows elector registration records to be changed only if the elector has signified that his or her move was permanent;
  - \* When a search indicates that an elector has added or changed a post office box, directs the county clerk and recorder to update only the elector's deliverable mailing address and to notify the elector of such change by sending him or her a conformation card;
  - \* Repeals the prohibition on changing an elector's record within 60 days of a primary or general election; and
  - \* Requires that electors who appear, pursuant to such change of address search, to have moved within a county be treated the same whether active or inactive, requires the new addresses of such electors be kept current when confirmation cards mailed to their old addresses are returned as undeliverable. Because registration records are maintained and accessible electronically, section 11 removes obsolete requirements that county clerk and recorders maintain original records at their offices. Section 12 makes the use of ballot stubs and duplicate stubs optional and section 15 repeals provisions relating to acceptance and processing of those stubs and instead requires election judges to issue credit for ballots provided to each elector in the voter registration list. Section 13 eliminates the requirements for electors to manually write in signature card information and instead directs election judges to prepare signature cards using elector information contained in the on-line voter registration system for those cards. Section 13 also harmonizes the self-affirmation contained on signature cards with those that appear on return envelopes for voted mail ballots. Sections 14 and 27 consolidate provisions pertaining to persons who assist electors with disabilities or who do not speak English. As a result of this consolidation, section 16 makes a conforming amendment, and updates terminology pertaining to the physical area in which an elector votes. Section 17 modifies the bases on which VSPCs are required for certain elections. With respect to military and overseas voters:
    - \* Section 17 clarifies that ballots cast in accordance with the "Uniform Military and Overseas Voters Act" (UMOVA) are deemed timely and are counted pursuant to that act;
    - \* In the same way that children are covered by the UMOVA, section 20 adds spouses and civil union partners of UMOVA-covered voters who are United States citizens to the purview of that act;
    - \* Section 21 removes the deadline by which an election official must receive a declaration from such voters in order for processing prior to an election; and
    - \* Section 22 deems electronic requests for ballots to be timely if received any time through 7 days prior to election day. Currently, an elector may obtain an emergency replacement ballot if he or she, or a member of his or her family, is confined to a hospital or residence on election day. Section 18 allows electors to obtain and vote such ballots for nonmedical reasons, including natural disasters. Section 19

requires a self-affirmation on a mail ballot to be signed by the elector, and not a person acting on the elector's behalf, to be valid. Section 23 makes corrections to the bases on which the residency or age of voters are challenged. With regard to criminal offenses relating to elections:

\* Section 24 makes the tampering with, or unauthorized opening of, a ballot box a class 5 felony.

\* Currently, the offense of knowingly giving false information regarding an elector's place of present residence constitutes a class 6 felony. Section 25 makes that offense a class 5 felony.

\* Section 26 makes knowingly aiding or abetting an elector in committing the offense of knowingly giving false information as to the elector's place of present residence a class 6 felony. Currently, county clerks and recorders are directed to verify the changes of addresses of voters who, pursuant to information received from the United States post office or a driver's license examination facility, appear to have moved in-state. Section 27 repeals this verification requirement.

04/28/2014 Signed by the Speaker of the House

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## **SJR14-038 Home Rule Uniform Sales & Use Tax Definitions**

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Sponsors: STEADMAN & HARVEY / KAGAN & CONTI

Summary: \*\*\* No bill summary available \*\*\*

Status: 04/24/2014 Introduced In Senate - Assigned to Finance

05/01/2014 Senate Committee on Finance Refer Unamended to Senate Committee of the Whole