



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

Streamed Live at [RifleNOW.org](http://RifleNOW.org)

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**REGULAR MEETING**

June 4, 2014

**REGULAR MEETING 6:00 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.*

- |           |    |   |
|-----------|----|---|
| 6:00 p.m. | 1. | Regular Meeting Call to Order and Roll Call   |
| 6:05 p.m. | 2. | 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)   |
| 7:00 p.m. | 3. | Consent Agenda – consider approving the following items:<br>A. Minutes from the May 21, 2014 regular meeting<br>B. Contract with Department of Local Affairs for grant for South Rifle water line<br>C. Liquor License Renewals: Red River Quick Mart; 6 & 13 Quick Mart; Thai Chili Bistro; Choice Liquors; Rib City Grill; Texan Bar<br>D. April 2014 Sales Tax Report<br>E. April 2014 Financial Report<br>F. Accounts Payable |
| 7:05 p.m. | 4. | Citizen Comments<br>(For issues NOT on the Agenda. Please limit comments to 3 minutes.)   |
| 7:08 p.m. | 5. | Action, if any, on Workshop Items (Mayor Winkler)   |
| 7:15 p.m. | 6. | Public Hearing – Consider Eagle Springs Organic LLC d/b/a Farm Fresh Café & Steakhouse Liquor License Application (Lisa Cain)   |

- |           |     |   |
|-----------|-----|---|
| 7:25 p.m. | 7.  | Consider confirmation of City Purchasing Agent's Emergency Procurement of Geotechnical Evaluation for Alternative Site for Rifle Regional Water Purification Facility (Matt Sturgeon) |
| 7:40 p.m. | 8.  | Consider contract amendment to build Add-Alternate #3-A, at-grade dugouts for Deerfield Phase 1 (Dick Deussen)  |
| 7:50 p.m. | 9.  | Consider Amending Public Works Manual Retainage Requirements - Resolution No. 8, Series of 2014 – (Jim Neu)   |
| 8:00 p.m. | 10. | Consider Awarding Contract for West 5 <sup>th</sup> Design (Rick Barth)   |
| 8:10 p.m. | 11. | Consider appointing members of the Police Community Advisory Board (John Dyer)  |
| 8:20 p.m. | 12. | Administrative Reports  |
| 8:35 p.m. | 13. | Comments from Mayor and Council   |

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

***Special Meeting of Council: June 11, 2014 at 7:00 p.m.***

***Next Regular Meeting of Council: MONDAY, June 16, 2014 at 7:00 p.m.***



**RIFLE CITY COUNCIL MEETING**

Wednesday, May 21, 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 Jay Miller, Dirk Myers, Hans Parkinson, Jonathan Rice, and Mayor Randy Winkler.

Councilor Miller moved to excuse Councilors Rich Carter and Barb Clifton from tonight’s meeting; seconded by Councilor Rice. Roll Call: Yes –Miller, Myers, Parkinson, Rice, 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; Charles Kelty, Finance Director; Vaughn Miles, Administrative Sergeant; Kristen Tarufelli, Staff Accountant; Ava Bowles; Tim Mayberry; and Mike McKibbin.

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

- A. Minutes from the May 7, 2014 regular meeting
- B. Liquor Licensee Manager Registration for Farm Fresh Café & Steakhouse at 1733 Railroad Avenue
- C. Memorandum of Understanding with Rifle Regional Economic Development Corporation
- D. First Amendment to Solar Power Purchase Agreement and Related License Agreements
- E. Accounts Payable

Councilor Rice moved to approve Consent Agenda Items A, B, D, and E; seconded by Councilor Parkinson. Roll Call: Yes –Miller, Myers, Parkinson, Rice, Winkler

With respect to the Memorandum of Understanding (MOU) with Rifle Regional Economic Development Corporation, Council discussed whether to approve the MOU with a 2-year term, as submitted to Council, or to approve it with a shorter duration. Councilor Miller moved to approve the Memorandum of Understanding with Rifle Regional Economic Development Corporation with a 2-year term; seconded by Councilor Rice. Roll Call: Yes –Miller, Parkinson, Rice, Winkler. No – Myers.

**CONSIDER ACCEPTING AUDIT OF 2013 FINANCIAL RECORDS**

Finance Director Charles Kelty and Tim Mayberry, representing Holscher, Mayberry, & Company, P.C., presented an audit of the City’s 2013 financial records. Councilor Rice moved to accept the audit of the City’s 2013 financial records; seconded by Councilor Parkinson. Roll Call: Yes –Miller, Myers, Parkinson, Rice, Winkler

**CONSIDER 2014 MOSQUITO CONTROL INTERGOVERNMENTAL AGREEMENT**

Councilor Parkinson moved to approve the 2014 Mosquito Control Intergovernmental Agreement; seconded by Councilor Rice. Roll Call: Yes –Miller, Myers, Parkinson, Rice, Winkler

**CONSIDER AMENDING PUBLIC WORKS MANUAL RETAINAGE REQUIREMENTS - RESOLUTION NO. 8, SERIES OF 2014**

This item was not ready for Council action. Council will consider it at its June 4, 2014 meeting.

**ADMINISTRATIVE REPORTS**

City Clerk Lisa Cain reported to Council on these issues: liquor licensee compliance check; winning of Safety Champion Award by Public Works Superintendent Bobby O’Dell; and rollout of online employment application.

Mr. Sturgeon announced Water Operator Brian Ulve’s retirement and thanked him for his 20 years of service to the community. Mr. Sturgeon reported to Council on these issues: Rifle Rendezvous; Ute Events Center; and USACycling Race.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor Miller reported that the meeting of the Associated Governments of Northwest Colorado in Rifle on May 22 had been cancelled. He will attend the Colorado Municipal League outreach meeting in Glenwood Springs on May 22.

Councilor Parkinson thanked the Operations & Maintenance crew for its work, and he encouraged citizens to thank the crew more often.

Councilor Rice noted that on May 24, the first class of International Baccalaureate students will graduate from Rifle High School. He congratulated them and all Rifle High School seniors.

Councilor Myers attended Junior Achievement’s Career Day at Rifle Middle School. He thanked the Police Department for sending representatives to this event. He encouraged citizens to view a new documentary, Farmland, and to visit a new website, [www.mycoloradofood.com](http://www.mycoloradofood.com).

**EXECUTIVE SESSION TO DISCUSS THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST UNDER C.R.S. SECTION 24-6-402(4)(A)**

Councilor Rice moved to adjourn to executive session to discuss property interests; seconded by Councilor Miller. Roll Call: Yes –Miller, Myers, Parkinson, Rice, Winkler

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:02 p.m.

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Lisa H. Cain  
City Clerk

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Randy Winkler  
Mayor



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

**From:** Kimberly Bullen, Government Affairs Coordinator

**Date:** Thursday, May 29, 2014

**Subject:** Department of Local Affairs – Energy Impact Assistance Contract

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Attached is Energy Impact Assistance Fund 7415 Contract. This contract is with the Colorado Department of Local Affairs in the amount of \$686,110 for the construction and connection of a redundant water line to South Rifle. The City of Rifle is providing a 50% match for this grant in the amount of \$686,110 which has been budgeted in the overall project budget.



May 14, 2014

Randy Winkler, Mayor  
City of Rifle  
202 Railroad Avenue  
Rifle, Colorado 81650

Re: EIAF 7415 - Rifle South Water Line Construction

Dear Mayor Winkler,

Attached you will find your contract for the above referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three originals** of the contract, signed and dated by an authorized signator (**original signatures**). **Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.**

Please be sure that you return the entire contract and not just the signature page. An attesting signature and seal is not required.

**It is very important to remember that no state funds should be obligated before a grant contract is fully executed. Expenditures made prior to the contract being fully executed cannot be reimbursed by the state.**

The Department is now requiring that quarterly reports and quarterly pay requests be submitted on all grant projects.

Please send the **three executed** copies of the contract along with the routing memo (below) to:

Department of Local Affairs  
ATTENTION: Diane Von Dollen  
1313 Sherman Street, Room 521  
Denver, CO 80203

If you have any questions, please call Elyse Ackerman (970) 248-7333 or myself at (303) 864-7731.

Sincerely,

Beth Lipscomb  
Contracts Specialist  
Department of Local Affairs

Enclosures

cc: Elyse Ackerman, DOLA Regional Manager

**MEMORANDUM**

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**TO:** Diane Von Dollen  
**THROUGH:** Kimberly Bullen, Government Affairs Coordinator, City of Rifle  
**FROM:** Beth Lipscomb  
**DATE:** May 14, 2014  
**RE:** Contract Approvals

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FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7415 - Rifle South Water Line Construction

Contractor's Federal I.D.# on file with Accounting

Form sent to Contractor to complete

Elyse Ackerman, DOLA Regional Manager

## GRANT AGREEMENT

Between

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS**

And

**CITY OF RIFLE**

### Summary

Award Amount: \$686,110.00

**Identification #s:**

Encumbrance #: F14MLG7415 (*DOLA's primary identification #*)  
Contract Management System #: 69145 (*State of Colorado's tracking #*)

**Project Information:**

Project/Award Number: EIAF 7415  
Project Name: Rifle South Water Line Construction  
Performance Period: Start Date: \_\_\_\_\_ End Date: 06/30/16  
Brief Description of Project /  
Assistance: The Project is the construction and connection of a redundant water line to South Rifle to improve service delivery, flexibility, reliability and security.

**Program & Funding Information:**

Program Name: Energy & Mineral Impact Assistance Fund  
Funding source: Federal Funds  
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 15.227  
Funding Account Codes: 153 FAA0 128 5110  
\_\_\_\_\_  
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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

**1. PARTIES**

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF RIFLE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A.  The Effective Date.
- B.  The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C.  insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101 (Federal Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is described in **Exhibit B**.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

#### B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

#### C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

#### E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

#### J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

**K. Project**

“Project” means the overall project described in **Exhibit B**, which includes the Work.

**L. Project Closeout**

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

**M. Program**

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

**N. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

**O. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**P. Status Report(s)**

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

**Q. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

**R. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

**S. Subject Property**

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

**T. Substantial Progress in the Work**

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

**U. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**V. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2016** unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$686,110.00 (SIX HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED TEN and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

#### i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

#### iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

### C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

**i. Budget Line Item Adjustments.**

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**ii. Overall Budget Adjustments.**

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**iii. Setting Final Initial Budget.**

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**D. Matching/Leveraged Funds**

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

**E. Subgrants/Subcontracts**

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

## 9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

### B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

### C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

### D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

### A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

### B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### 13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### A. Grantee

##### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Malpractice/Professional Liability Insurance

This section  shall |  shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

##### v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**vi. Property Insurance**

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**vii. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**viii. Builder's Risk Insurance**

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

**ix. Pollution Liability Insurance**

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

**C. Miscellaneous Insurance Provisions**

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**  
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**  
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**  
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**  
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**D. Certificates**

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Termination for No Substantial Progress in the Work**

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**D. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Chantal Unfug, Division Director  
Division of Local Government  
Colorado Department of Local Affairs  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
Email: chantal.unfug@state.co.us

**B. Grantee:**

Randy Winkler, Mayor  
City of Rifle  
202 Railroad Avenue  
Rifle, Colorado 81650  
Email: n/a

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section  shall |  shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

### **18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

### **19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

### **20. RESTRICTION ON PUBLIC BENEFITS**

This section  shall |  shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - i.** That he or she is a United States citizen or legal permanent resident; or
  - ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

## 21. GENERAL PROVISIONS

### A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

### B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

### I. Use Covenants

This section  shall |  shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

### J. Modification

#### i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

**L. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**M. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**N. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**O. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**P. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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## 22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE CITY OF RIFLE</b></p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</b></p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;"><b>PRE-APPROVED FORM CONTRACT REVIEWER</b></p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER  
Robert Jaros, CPA**

By: \_\_\_\_\_  
Barbara M. Casey, CPA, Controller Delegate

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

**EXHIBIT A – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK.

**2.1. Project Description.** The Project is the construction and connection of a redundant water line to South Rifle to improve service delivery, flexibility, reliability and security.

**2.2. Work Description.** The City of Rifle (Grantee) will construct an approximately ¾ mile long, redundant, 16” water line to serve 342 taps in south Rifle. The water line will cross the Colorado River, along the State Highway 13 bridge. Grantee will own the improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

**2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

**2.6.1.**  split on a pro-rata basis between the State and Grantee

**2.6.2.**  returned to the State

### 3. DEFINITIONS

**3.1.** “Cost Savings” means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

**3.2.** “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

**3.3.** Project Budget Line items.

**3.3.1.** “Construction/Improvement of Public Utilities” means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

**3.4.** “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

### 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is completion of a second, redundant water line that will ensure provision of a safe, reliable water supply to businesses, residences, and visitors to south Rifle.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Rifle, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.

**4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

**4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

**4.4.2.** All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

**4.4.3.** All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

**4.5. Overall Budget Adjustments.**

**4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

**4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.

**4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.5.3. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

**4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

**4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## 5. PERSONNEL

**5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

**5.2. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Kimberly Bullen, Government Affairs Coordinator ([kbullen@rifleco.org](mailto:kbullen@rifleco.org))**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.3. Other Key Personnel: Charles Kelty, Finance Director ([ckelty@rifleco.org](mailto:ckelty@rifleco.org)).** Such key personnel shall be updated through the approval process in **§5.1**.

## 6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **§6.2**, Budget, below.

**6.1. Matching Funds.** Grantee shall provide the required (*see checked item*)  Matching Funds, as listed in the “Matching Funds” column of **§6.2** below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Construction/Improvement of Public Utilities – Earthwork, Roadway, Erosion Control	\$36,250	\$18,125	\$18,125	Grantee
Construction/Improvement of Public Utilities – Water Distribution System, Conduits for Other Utilities	\$988,750	\$494,375	\$494,375	Grantee
Construction/Improvement of Public Utilities – Construction, Survey, Inspection, Material Testing, Traffic Control, Mobilization, Contingency	\$347,220	\$173,610	\$173,610	Grantee
<b>Total</b>	<b>\$1,372,220</b>	<b>\$686,110</b>	<b>\$686,110</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$651,810	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$34,300	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$686,110</b>	

**7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Rifle  
 202 Railroad Avenue  
 Rifle, Colorado 81650

**7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

**8.1.2.Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1.Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1.Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2.Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3.Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4.Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

# EXHIBIT E – PROJECT PERFORMANCE PLAN

<b>Funding:</b> EIAF	<b>Name of Grantee</b> City of Rifle	
<b>Project Number:</b> 7415	<b>Name of Project</b> South Water Line Construction	
<b>DESCRIPTION OF PROJECT:</b>	The Project is the construction and connection of a redundant water line to South Rifle to improve service delivery, flexibility, reliability and security.	
<b>DLG Staff:</b> Elyse Ackerman - Regional Manager (970) 248-7333 EA Joe Carter - Regional Assistant (970) 248-7311 JC		
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...
Put Project out to bid.	August 1, 2014	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Award and finalize subcontract(s) and/or sub-grant(s).	October 31, 2014	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Contractor mobilization.	December 15, 2014	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion.	June 30, 2016	Review past quarterly reports, conduct on-site monitoring, and review final report.

<p>Submit <b>quarterly progress reports</b>, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>2<sup>nd</sup> Quarter 2014  3<sup>rd</sup> Quarter 2014  4<sup>th</sup> Quarter 2014  1<sup>st</sup> Quarter 2015  2<sup>nd</sup> Quarter 2015  3<sup>rd</sup> Quarter 2015  4<sup>th</sup> Quarter 2015  1<sup>st</sup> Quarter 2016  2<sup>nd</sup> Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of waterline construction sites in order to determine if:</p> <p>i) the contractor has constructed and connected an acceptable percentage of the new waterline as would be expected under this Grant and Exhibit B (including but not limited to earthwork, roadway, erosion control, water distribution system, conduits for other utilities, survey, inspection, material testing, and traffic control);</p> <p>ii) the contractor is experiencing delays;</p> <p>iii) the waterline construction and connection are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements);</p> <p>and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p>	<p>(30 calendar days after each quarter):</p> <p>July 30, 2014  October 30, 2014  January 30, 2015  April 30, 2015  July 30, 2015  October 30, 2015  January 30, 2016  April 30, 2016  July 30, 2016</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p>
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<p>Submit, at a minimum <b>quarterly</b> basis, <b>pay requests</b> and supporting documentation of expenses.</p>	<p>July 30, 2014  October 30, 2014  January 30, 2015  April 30, 2015  July 30, 2015  October 30, 2015  January 30, 2016  April 30, 2016  July 30, 2016</p>	<p>Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.</p>	<p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p>
<p>Submit the <b>Project Final Report</b> to DLG within 90 days after the Project Completion or expiration of Grant Agreement.</p>	<p>September 28, 2016</p>	<p>Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.</p>	<p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p>

## QUARTERLY QUESTIONS

<p>List Reimbursement Requests for the three months being reported on:</p> <p><b><u>Month</u></b>    January    <b><u>Amount</u></b></p> <p><b><u>Month</u></b>    January    <b><u>Amount</u></b></p> <p><b><u>Month</u></b>    January    <b><u>Amount</u></b></p>
<p>Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.</p>
<p>What are the forecasted costs for the next quarter?</p>
<p>Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?</p>
<p>Do you foresee any potential problems meeting the Grant Agreement completion deadline?</p>
<p>Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?</p>

## EXHIBIT G Form of Option Letter

<b>Date:</b> _____	<b>Original Grant CMS #:</b> _____	<b>Option Letter #</b> _____	<b>CMS Routing #</b> _____
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**1) OPTIONS:**

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

<b>STATE OF COLORADO</b> <b>John W. Hickenlooper GOVERNOR</b> Colorado Department of Local Affairs
<hr style="border: 0.5px solid black;"/> By: Reeves Brown, Executive Director  Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA**

By: \_\_\_\_\_  
Barbara M. Casey, Controller Delegate

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



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

**From:** Lisa Cain, City Clerk

**Date:** Thursday, May 29, 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>
Red River Quick Mart 702 Taughenbaugh Boulevard	3.2% Beer Off Premises
6 & 13 Quick Mart 101 Railroad Avenue	3.2% Beer Off Premises
Thai Chili Bistro 115 East 3 <sup>rd</sup> Street	Hotel & Restaurant
Choice Liquors 680 Wapiti Court	Liquor Store
Rib City Grill 707 Wapiti Avenue	Hotel & Restaurant
Texan Bar 127 East 3 <sup>rd</sup> Street	Tavern

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

RED RIVER QUICK MART  
 PO BOX 868  
 RIFLE CO 81650-0868

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>SWALLOW OIL CO</b>		DBA <b>RED RIVER QUICK MART</b>		
Liquor License # <b>04135850005</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>04135850005</b>	Expiration Date <b>7/11/2014</b>	Due Date <b>5/27/2014</b>
Street Address <b>702 TAUGHENBAUGH RIFLE CO 81650-2703</b>				Phone Number <b>970 625 1467</b>
Mailing Address <b>PO BOX 868 RIFLE CO 81650-0868</b>				
Operating Manager <i>Kirk Swallow</i>	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 June 30, 2019
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
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 See Att
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 <i>Kirk Swallow</i>	Title <i>President</i>
Signature <i>Kirk Swallow</i>	Date <i>5/8/14</i>

**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



# SWALLOW OIL COMPANY

P.O. Box 868 • 0069 COUNTY ROAD 264  
RIFLE, COLORADO 81650  
PHONE 970-625-1467 FAX 970-625-9051

## 3.2 Beer License Questions

This is to address question #6 on the renewal application.

Swallow Oil Co. operates the Red River Quick-Mart which has a 3.2 beer lic. #04-13585-0005, Swallow Oil Co. also operates Parachute Grub n Scrub which has a 3.2 beer Lic. #04-13585-0007. Swallow oil Co. is also a 1/2 owner of the 6 & 13 Quick-Mart which has a 3.2 beer lic. #02-34962-0000.

Sincerely,

*Kirk Swallow* 5/4/10

Kirk Swallow  
Swallow Oil Co.

*Kirk Swallow* 5/17/13

*Kirk Swallow* 5/15/14

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

6&13 QUICK MART  
 PO BOX 868  
 RIFLE CO 81650-0868

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>6 &amp; 13 QUICK MART LLC</b>		DBA <b>6&amp;13 QUICK MART</b>		
Liquor License # <b>02349620000</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>02349620000</b>	Expiration Date <b>8/9/2014</b>	Due Date <b>6/25/2014</b>
Street Address <b>101 RAILROAD AV RIFLE CO 81650-2215</b>				Phone Number <b>(970) 625 1467</b>
Mailing Address <b>PO BOX 868 RIFLE CO 81650-0868</b>				
Operating Manager <i>Kirk Swallow</i>	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
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 *See #4*
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 <i>Kirk Swallow</i>	Title <i>Manager / Mgr</i>
Signature <i>Kirk Swallow</i>	Date <i>5/8/14</i>

**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



# SWALLOW OIL COMPANY

P.O. Box 868 • 0069 COUNTY ROAD 264  
RIFLE, COLORADO 81650  
PHONE 970-625-1467 FAX 970-625-9051

## 3.2 Beer License Questions

5  
This is to address question #6 on the renewal application.

Swallow Oil Co. operates the Red River Quick-Mart which has a 3.2 beer lic. #04-13585-0005, Swallow Oil Co. also operates Parachute Grub n Scrub which has a 3.2 beer Lic. #04-13585-0007. Swallow oil Co. is also a 1/2 owner of the 6 & 13 Quick-Mart which has a 3.2 beer lic. #02-34962-0000.

Sincerely,

*Kirk Swallow* 5/17/12

Kirk Swallow  
Swallow Oil Co.

*Kirk Swallow* 5/17/13

*Kirk Swallow* 5/8/14

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**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

THAI CHILI BISTRO  
 115 E 3RD ST  
 RIFLE CO 81650-2317

**RECEIVED**  
 MAR 20 2014  
 City of Rifle  
 Clerk's Office

Fees Due	
Renewal Fee	\$500.00
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 THAI CHILI BISTRO INC		DBA THAI CHILI BISTRO		
Liquor License # 42603020000	License Type Hotel & Restaurant (city)	Sales Tax License # 42603020000	Expiration Date 5/21/2014	Due Date 4/6/2014
Street Address 115 EAST 3RD STREET RIFLE CO 81650-2317				Phone Number (970) 625 8888
Mailing Address 115 E 3RD ST RIFLE CO 81650-2317				
Operating Manager HEUNG WONG	Date of Birth	Home Address	Phone Number	

- 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 \_\_\_\_\_
- 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.
- 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
- 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
- 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
- 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 Thai chili Bistrot IWC	Title Owner
Signature 	Date 3-1-14

**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

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

CHOICE LIQUORS  
 680 WAPITI CT  
 RIFLE CO 81650-3474

Fees Due	
Renewal Fee	\$227.50
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>TEDREX INC</b>		DBA <b>CHOICE LIQUORS</b>		
Liquor License # <b>07714380000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>07714380000</b>	Expiration Date <b>7/20/2014</b>	Due Date <b>6/5/2014</b>
Street Address <b>680 WAPITI CT RIFLE CO 81650</b>				Phone Number <b>(970) 948 3420</b>
Mailing Address <b>680 WAPITI CT RIFLE CO 81650-3474</b>				
Operating Manager <b>Julie Wernsman</b>	Date of Birth	Home Address	Phone Number	

- 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 April, 2016
- 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.
- 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
- 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
- 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
- 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>Julie Wernsman</b>	Title <b>Manager</b>
Signature <i>Julie Wernsman</i>	Date <b>5-9-14</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

50

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

RIB CITY GRILL  
 359 COLORADO AVENUE  
 GRAND JUNCTION CO 81501

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 RCG RIFLE LLC		DBA RIB CITY GRILL		
Liquor License # 42474810000	License Type Hotel & Restaurant (city)	Sales Tax License # 42474810000	Expiration Date 7/26/2014	Due Date 6/11/2014
Street Address 707 WAPITI AVENUE RIFLE CO 81650-3432				Phone Number (970) 255 7330
Mailing Address 359 COLORADO AVENUE GRAND JUNCTION CO 81501				
Operating Manager	Date of Birth	Home Address	Phone Number	

- 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 08/01/2017
- 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.
- 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
- 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
- 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
- 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 <u>MICHAEL SPRADLIN</u>	Title <u>MANAGER</u>
Signature 	Date <u>29 APRIL 2014</u>

**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

BEFORE THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY,  
STATE OF COLORADO

FILE  
PLS

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STIPULATION, AGREEMENT, AND ORDER

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IN THE MATTER OF:

RCG Rifle LLC d/b/a Rib City Grill

LICENSE NO. 17-13

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This AGREEMENT between the City of Rifle Liquor Licensing Authority (the "Authority") and RCG Rifle LLC d/b/a Rib City Grill, whose address is 707 Wapiti Ave, Rifle, Colorado ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause, Notice of Hearing, and Forfeiture Action attached hereto as Exhibit A (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. The Licensee agrees to a nine (9) day suspension of its Hotel & Restaurant license as a penalty for its violation of the Colorado Liquor Code as set forth in Section 1 of this Stipulation and Agreement. Said suspension of Licensee's Hotel & Restaurant license to take place as follows:
  - A. License to be actively suspended for three (3) days from 12:01 a.m. on January 12, 2014 until 11:59 p.m. on January 14, 2014.
  - B. Six (6) days of the suspension to be held in abeyance for a period of one (1) year from the date of approval of this Agreement by the Authority, pending no further violations of the Colorado Liquor Code during this period.
3. The Licensee has filed a written petition to the Authority in accordance with C.R.S. §12-47-601(3) and Section 6-5-100(i) of the Rifle Municipal Code ("RMC") requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The petition supports the following:
  - A. That the public welfare and morals will not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purpose; and

B. That the books and records of the Licensee are kept in such a manner that the loss of sales of alcohol beverages that the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and

C. That the Licensee has not had his or her license or permit suspended or revoked by the Authority, nor had any suspension stayed by payment of a fine to the Authority, during the two years immediately preceding the date of the complaint or request as described in RMC Section 6-5-100(a) which has resulted in a final decision to suspend the license or permit.

4. The parties agree that the fine imposed shall be equivalent to twenty percent (20%) of the Licensee's estimated gross revenues from sales of alcohol beverages during the period of the proposed suspension; but that said fine shall not be less than two hundred dollars (\$200.00) nor greater than five thousand dollars (\$5,000.00).

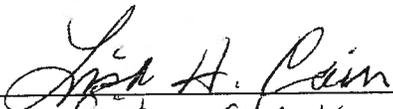
5. The Authority may grant such stays of the proceedings as are necessary for it to complete its investigation and make findings as required herein.

6. Payment of any fine accepted in lieu of having a license or permit suspended shall be in the form of cash, certified check or cashier's check. Said funds shall be deposited into the general fund of the City of Rifle. Upon receipt of the fine, the Authority shall enter an order permanently staying the imposition of the suspension. If the Authority does not make the findings required under Section 3 and does not order the suspension permanently stayed, the suspension shall go into effect on the date finally set by the Authority.

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

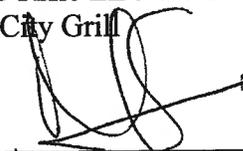
This Stipulation, Agreement, and Order shall not be effective unless and until approved by the Authority.

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

By   
Title City Clerk

Date 12-16-13

RCG Rifle LLC d/b/a  
Rib City Grill

By   
Title MANAGER

Date 16 DEC 2013

APPROVED and ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

By \_\_\_\_\_  
\_\_\_\_\_

# STATE OF COLORADO

## DEPARTMENT OF REVENUE

Liquor Enforcement Division  
1881 Pierce Street, Suite 108A  
Lakewood, Colorado 80214  
Phone (303) 205-2300  
FAX (303) 205-2341



E-mail: [dor\\_led@state.co.us](mailto:dor_led@state.co.us)

Website: [www.colorado.gov/revenue/liquor](http://www.colorado.gov/revenue/liquor)

John Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

Don Burmania  
Division Director

September 9, 2013

RCG Rifle LLC  
D/B/A Rib City Grill  
707 Wapiti Avenue  
Rifle, Colorado 81650

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order ("Order") that you have previously discussed with Investigations Supervisor Brian Turner in our Grand Junction office regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order to the Liquor Enforcement Division ("Division") at the above address. To exercise this option, the Division must receive the signed Order within 10 business days from the date of the receipt of this letter. If the Division does not receive the signed Order by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond within the 10 days, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

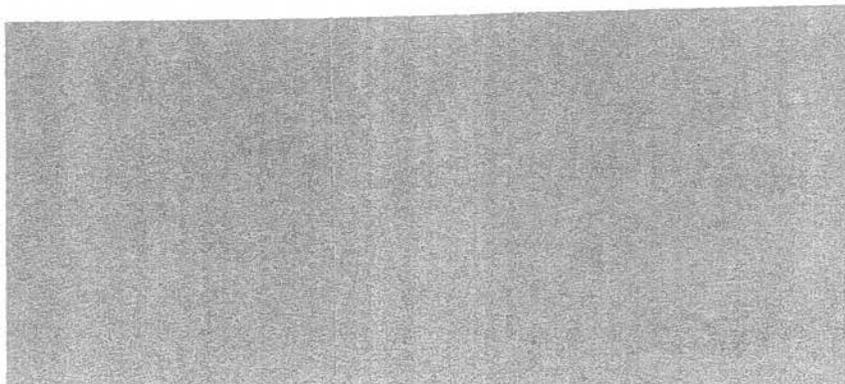
The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and does not necessarily need to be submitted at the same time as the Order.

To discuss matters relating to this notice and the attached Order, you should contact Investigations Supervisor Brian Turner in the Grand Junction office at (970) 248-7133 within ten (10) days of the date of this notice.

Sincerely,

A handwritten signature in cursive script that reads "Don Burmania".

Don Burmania  
Director  
Colorado Liquor Enforcement Division



BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

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STIPULATION, AGREEMENT, AND ORDER  
SA 13-231

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IN THE MATTER OF:

**RCG RIFLE LLC  
D/B/A RIB CITY GRILL  
707 WAPITI AVENUE  
RIFLE, COLORADO 81650**

**Hotel & Restaurant License No. 42-47481-0000**

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The State of Colorado, Liquor Enforcement Division ("Division") and RCG Rifle LLC, d/b/a Rib City Grill, 707 Wapiti Avenue, Rifle, Colorado 81650 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-901(1)(a.5)(I), C.R.S.

IT IS ALLEGED THAT:

- A. On July 8, 2013, the Licensee, by and through its employee/agent Willie Ellis, permitted the selling, serving, giving, or procuring of an alcohol beverage (Bud Light brand malt liquor) to 13-WM-18419, an eighteen-year-old Liquor Enforcement Division underage purchaser.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **fifteen (15) day** suspension of Licensee's **hotel & restaurant license** to take place as follows:
    - i. License to be actively suspended for **five (5) days** from 12:01 a.m. on **October 30, 2013** until 11:59 p.m. on **November 3, 2013**.
    - ii. During any period of active license suspension, Licensee will post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Ten (10) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
6. The Licensee has filed a written petition to the Division in accordance with 12-47-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
  - C. That the Licensee has not had its license or permit suspended or revoked, nor had any suspension stayed by the payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in this stipulation and agreement.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of five (5) days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of **July 2013** shall be the appropriate measure of said estimated gross

revenues. Based upon these records, the amount of the fine has been determined to be \$227.00.

- A. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid to the Department of Revenue on or before **October 18, 2013.**
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's five (5) day suspension as set forth in paragraph 5 of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full five (5) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
  9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 12-47-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§12-47-103(9) (b) and 12-47-601, C.R.S.
  10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel,

Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
  - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
  - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
  - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
  - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
  - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
  - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

Stipulation, Agreement, and Order  
Rib City Grill  
Grand Junction  
Page 5

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

\_\_\_\_\_  
Don Burmania  
Director  
Liquor Enforcement Division

\_\_\_\_\_  
Michael W. Spardlin  
RCG Rifle LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED and ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Barbara J. Brohl  
Executive Director  
Department of Revenue  
State Licensing Authority

# LIQUOR LICENSES HELD

	GRAND JUNCTION	FRUITA	RIFLE	GLENWOOD
	TMPTF8, INC.	TMPTF8 DEUX, INC.	RCG RIFLE, LLC	RCG GLENWOOD, LLC
	DBA RIB CITY GRILL			
FEIN	200245144	201580322	711021778	392053716
STATE TAX ID	4154771	4197849	4247481	4249268
CITY TAX ID	8029177	3775452	5354M	5807370
STATE LIQ LIC	41547710000	41978490000	42474810000	42492680000
ST LIQ LIC EXP	24-Nov	21-Mar	26-Jul	
CITY LIQ LIC	4021302	41-97849	09-11	None

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	<b>500.00</b>

TEXAN BAR  
 PO BOX 688  
 RIFLE CO 81650

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>FLYING K INC</b>		DBA <b>TEXAN BAR</b>		
Liquor License # <b>09916980000</b>	License Type <b>Tavern (city)</b>	Sales Tax License # <b>09916980000</b>	Expiration Date <b>7/29/2014</b>	Due Date <b>6/14/2014</b>
Street Address <b>127 E 3RD ST RIFLE CO 81650-2317</b>				Phone Number <b>(970) 625 4470</b>
Mailing Address <b>PO BOX 688 RIFLE CO 81650</b>				
Operating Manager <b>DONNA KUIPERS</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 checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</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</p> <p><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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO</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 type="checkbox"/> YES <input checked="" 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>Richard A Kuipers</b>	Title <b>Secretary / owner</b>
Signature 	Date <b>4-9-14</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 _____



**MEMORANDUM**

To: Matt Sturgeon, City Manager  
 From: Charles Kelty, Finance Director  
 Date: May 29, 2014  
 Subject: April 2014 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the four-month's ending April 30, 2014, is \$2,702,219, a 5% increase from the previous year's \$2,585,363.

Sales tax revenues are \$2,391,721 and 2% increase from the previous year's \$2,346,954. Building and Motor Vehicle Use Tax revenues are \$282,133, and 36% increase from the previous year's \$208,169. Lodging Taxes revenues are \$28,365 and 6% decrease from the previous year's \$30,239.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in April			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Bars and Restaurants	\$ 61,256	\$ 60,566	-1%	\$ 229,179	\$ 233,614	2%
Car Parts and Sales	43,119	44,565	3%	159,988	174,091	9%
Food	78,383	90,443	15%	330,897	338,508	2%
General Retail	229,678	234,866	2%	948,549	952,390	0%
Hardware	31,223	13,490	-57%	96,654	64,165	-34%
Liquor Stores	17,746	17,422	-2%	66,344	60,288	-9%
Motels	14,562	12,456	-14%	51,771	48,131	-7%
Oil & Gas	35,490	45,550	28%	162,374	161,360	-1%
Leasing/Misc	18,923	22,330	18%	86,043	119,558	39%
Utilities	45,947	52,696	15%	215,157	239,618	11%
<b>Total</b>	<b>\$ 576,328</b>	<b>\$ 594,383</b>	<b>3%</b>	<b>\$ 2,346,954</b>	<b>\$ 2,391,721</b>	<b>2%</b>
<b>Allocation to Funds:</b>						
General Fund	\$260,012	\$268,158	3%	\$1,058,835	\$1,079,032	2%
Street Improvement	67,803	69,927	3%	276,112	281,379	2%
Rifle Information Center	11,201	11,552	3%	45,614	46,484	2%
Parks & Recreation	135,606	139,855	3%	552,225	562,758	2%
Water Fund	101,705	104,891	3%	414,168	422,068	2%
	<b>\$576,328</b>	<b>\$594,383</b>	<b>3%</b>	<b>\$2,346,954</b>	<b>\$2,391,721</b>	<b>2%</b>



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

Business Category	For Sales in April			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Building Use Taxes	\$6,684	\$4,311	-36%	\$56,127	\$106,920	90%
Motor Vehicle Use Taxes	46,347	50,258	8%	152,042	175,213	15%
<b>Total Use Tax</b>	<b>\$ 53,031</b>	<b>\$ 54,569</b>	<b>3%</b>	<b>\$ 208,169</b>	<b>\$ 282,133</b>	<b>36%</b>
<b>Fund Allocation:</b>						
General Fund	\$23,925	\$24,619	3%	\$93,916	\$127,285	36%
Street Improvement	6,239	6,420	3%	24,490	33,192	36%
Rifle Information Center	1,031	1,061	3%	4,046	5,483	36%
Parks & Recreation	12,478	12,840	3%	48,981	66,384	36%
Water Fund	9,358	9,630	3%	36,736	49,788	36%
<b>Total USE Tax</b>	<b>\$53,031</b>	<b>\$54,569</b>	<b>3%</b>	<b>\$208,169</b>	<b>\$282,133</b>	<b>36%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	For Sales in April			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Lodging Taxes	\$8,554	\$7,270	-15%	\$30,239	\$28,365	-6%
<b>Total Lodging Tax</b>	<b>\$ 8,554</b>	<b>\$ 7,270</b>	<b>-15%</b>	<b>\$ 30,239</b>	<b>\$ 28,365</b>	<b>-6%</b>

<b>Total Sales, Use, Lodging Taxes</b>	<b>\$ 637,912</b>	<b>\$ 656,223</b>	<b>3%</b>	<b>\$ 2,585,363</b>	<b>\$ 2,702,219</b>	<b>5%</b>
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## MEMORANDUM

To: Matt Sturgeon, City Manager  
From: Charles Kelty, Finance Director  
Date: May 29, 2014  
Subject: April 2014 Financial Reports

Attached are the Financial Reports for the four months ending April 30, 2014.

Page 1 **General Fund Revenues** – Total revenues are \$2,555,381, which compared to the prior year's \$2,296,774 is \$258,607 and 11% higher.

**General Fund Expenditures** – Total expenditures are \$2,533,432, which compared to the prior year's \$2,423,160 is \$110,272 and 5% higher.

Page 2 **Visitor Improvement Fund** – Total revenues are \$28,834, which compared to the prior year's \$23,265 is \$5,569 and 24% higher. Total expenditures are \$19,257, which compared to the prior year's \$53,439 is \$34,182 less.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$769,958, which compared to the prior year's \$743,143 is \$26,815 and 4% lower.

**Parks & Recreation Fund Expenditures** – Expenditures are \$454,160, which compared to the prior year's \$558,763 is \$104,603 and 19% less.

Page 4 **Water Fund Revenues** – Overall, revenues are \$1,220,835, which compared to the prior year's \$1,151,042 is \$69,793 and 6% higher.

**Water Fund Expenses** – Overall, total expenses are \$1,521,974, which compared to the prior years \$1,060,778 is \$461,196 and 43% 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 \$865,444, which compared to the prior year's \$841,354 is \$24,090 and 3% higher. Operating and Maintenance revenues were 2% higher than the previous year. Capital revenues are \$3,779 more than last year.

**Wastewater Expenses** – Total expenses were \$912,571, which compared to the prior year's \$978,047 is \$65,476 and 7% lower.





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**Sanitation Fund Revenues** – Total revenues are \$168,742, which compared to the prior year's \$159,971 is \$8,771 and 6% higher.

**Sanitation Fund Expenses** – Total expenses are \$155,168, which compared to the prior year's \$164,433 is \$9,265 and 6% less.



CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	6,702,819.00	897,476.69	2,555,381.38	4,147,437.62	2,296,774.00
	6,702,819.00	897,476.69	2,555,381.38	4,147,437.62	2,296,774.00
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	64,977.00	5,839.61	22,544.29	42,432.71	22,618.95
CITY CLERK	166,646.00	11,999.42	48,062.42	118,583.58	49,367.76
MUNICIPAL COURT	178,536.00	12,516.02	50,382.06	128,153.94	55,793.00
CITY MANAGER	198,314.00	15,126.89	63,611.84	134,702.16	61,084.22
GOVERNMENT AFFAIRS	137,665.00	8,806.23	46,497.69	91,167.31	18,904.87
FINANCE	484,803.00	38,504.92	166,790.02	318,012.98	191,009.76
ATTORNEY	219,000.00	13,723.97	52,488.18	166,511.82	67,605.91
PLANNING/ZONNING	276,748.00	24,372.36	107,238.60	169,509.40	163,535.08
CITY HALL	173,137.00	13,289.23	49,277.98	123,859.02	59,173.52
GROUNDS AND FACILITY MAINT.	75,656.00	3,197.57	22,130.54	53,525.46	25,495.10
COMMUNITY ACCESS TV	146,324.00	10,781.24	46,259.91	100,064.09	50,320.93
POLICE	2,443,106.00	189,379.10	777,459.44	1,665,646.56	735,695.29
JUSTICE CENTER BLDG. OPERATION	95,600.00	5,853.39	21,158.63	74,441.37	33,603.60
BUILDING INSPECTIONS	151,321.00	5,788.49	29,451.02	121,869.98	49,441.62
STREETS	1,405,942.00	77,845.06	350,906.93	1,055,035.07	319,197.01
CONSTRUCTION CREW - INHOUSE	.00	.00	.00	.00	30,855.45
PW - ENGINEERING	284,721.00	12,162.48	56,229.30	228,491.70	96,875.03
ANIMAL SHELTER	81,536.00	19,884.00	39,768.00	41,768.00	41,861.50
CEMETERY O & H	67,005.00	5,904.82	20,037.62	46,967.38	17,876.31
SENIOR CENTER	467,195.00	155,409.11	243,890.23	223,304.77	114,893.78
UTE THEATRE OPERATIONS	124,766.00	9,321.05	25,437.55	99,328.45	.00
NON DEPARTMENTAL	557,312.00	60,237.15	293,809.70	263,502.30	217,951.04
OPERATING TRANSFERS OUT	255,000.00	.00	.00	255,000.00	.00
	8,055,310.00	699,942.11	2,533,431.95	5,521,878.05	2,423,159.73
	( 1,352,491.00)	197,534.58	21,949.43	( 1,374,440.43)	( 126,385.73)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,300.00	9,371.22	28,833.56	89,466.44	23,264.63
	118,300.00	9,371.22	28,833.56	89,466.44	23,264.63
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	118,300.00	2,650.32	19,257.16	99,042.84	53,438.82
	118,300.00	2,650.32	19,257.16	99,042.84	53,438.82
	.00	6,720.90	9,576.40	( 9,576.40)	( 30,174.19)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,627,319.00	243,007.40	769,958.01	1,857,360.99	743,143.44
	<u>2,627,319.00</u>	<u>243,007.40</u>	<u>769,958.01</u>	<u>1,857,360.99</u>	<u>743,143.44</u>
<u>EXPENDITURES</u>					
RECREATION	413,594.00	25,363.39	125,580.07	288,013.93	152,348.25
POOL	190,905.00	551.61	6,052.82	184,852.18	1,915.36
RIFLE FITNESS CENTER	.00	.00	( 220.41)	220.41	91,325.30
COMMUNITY EVENTS	42,025.00	3,942.53	4,537.59	37,487.41	21,289.09
PARK MAINTENANCE	1,074,152.00	61,684.44	242,410.85	831,741.15	219,101.68
PARKS CAPITAL	1,580,750.00	19,861.73	21,247.99	1,559,502.01	717.80
NON-DEPARTMENTAL	113,468.00	2,103.39	32,244.92	81,223.08	49,759.68
OPERATING TRANSFER OUT	99,417.00	5,576.42	22,305.68	77,111.32	22,305.68
	<u>3,514,311.00</u>	<u>119,083.51</u>	<u>454,159.51</u>	<u>3,060,151.49</u>	<u>558,762.84</u>
	<u>( 886,992.00)</u>	<u>123,923.89</u>	<u>315,798.50</u>	<u>( 1,202,790.50)</u>	<u>184,380.60</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,043,259.00	187,705.74	680,334.14	2,362,924.86	673,333.58
WATER RIGHTS REVENUE	17,250.00	2,301.59	5,782.33	11,467.67	5,722.99
CAPITAL REVENUE	1,378,500.00	1,925.55	11,230.65	1,367,269.35	10,950.33
WTP SALES & USE TAX REVENUES	1,404,596.00	167,061.24	523,488.21	881,107.79	461,035.25
	<u>5,843,605.00</u>	<u>358,994.12</u>	<u>1,220,835.33</u>	<u>4,622,769.67</u>	<u>1,151,042.15</u>
<u>EXPENDITURES</u>					
WATER O&H	2,134,324.00	191,819.28	933,717.07	1,200,606.93	901,629.81
WATER RIGHTS	122,000.00	4,513.75	69,386.05	52,613.95	20,564.09
WATER SYSTEM IMPROVEMENTS	17,812,755.00	41,113.95	64,197.76	17,748,557.24	138,583.80
WATER TREATMENT PLANT DEBT	1,411,842.00	.00	454,673.22	957,168.78	.00
	<u>21,480,921.00</u>	<u>237,446.98</u>	<u>1,521,974.10</u>	<u>19,958,946.90</u>	<u>1,060,777.70</u>
	<u>( 15,637,316.00)</u>	<u>121,547.14</u>	<u>( 301,138.77)</u>	<u>( 15,336,177.23)</u>	<u>90,264.45</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,613,699.00	208,579.21	859,107.30	1,754,591.70	838,795.72
WASTE WATER REVENUE	20,000.00	1,827.81	6,336.68	13,663.32	2,557.83
	<u>2,633,699.00</u>	<u>210,407.02</u>	<u>865,443.98</u>	<u>1,768,255.02</u>	<u>841,353.55</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,889,586.00	109,328.82	911,168.61	1,978,417.39	941,451.85
SEWER SYSTEM IMPROVEMENTS	130,000.00	817.00	1,402.00	128,598.00	36,595.50
	<u>3,019,586.00</u>	<u>110,145.82</u>	<u>912,570.61</u>	<u>2,107,015.39</u>	<u>978,047.35</u>
	<u>( 385,887.00)</u>	<u>100,261.20</u>	<u>( 47,126.63)</u>	<u>( 338,760.37)</u>	<u>( 136,693.80)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	503,850.00	42,105.20	168,742.00	335,108.00	159,971.08
	503,850.00	42,105.20	168,742.00	335,108.00	159,971.08
<u>EXPENDITURES</u>					
SANITATION	480,127.00	38,944.09	155,167.71	324,959.29	164,433.47
	480,127.00	38,944.09	155,167.71	324,959.29	164,433.47
	23,723.00	3,161.11	13,574.29	10,148.71	( 4,462.39)

## 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>						
	SI78922	FUEL TANK CAP	05/21/2014	5.00	.00	
Total 1003:				5.00	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	93731	STEEL POST	05/05/2014	80.48	80.48	05/22/2014
	93765	MEAL CUTOFF BLAD	05/05/2014	30.52	.00	
	93878	STAPLES	05/07/2014	12.99	.00	
	93943	SAFETY ORANGE	05/08/2014	63.37	.00	
	94084	CONCRETE MIX	05/12/2014	41.52	.00	
	94174	FROG TAPE	05/14/2014	18.98	.00	
	94248	AIR ACCESSORY KIT	05/15/2014	40.98	.00	
	94292	SUPPLIES	05/16/2014	225.96	.00	
	94297	AXE EYE MAUL	05/16/2014	39.98	.00	
	94317	LAWN GENIE SOLENOID	05/16/2014	11.99	.00	
	94369	ENERGIZER BATTERIES	05/18/2014	29.98	.00	
	94403	SUPPLIES	05/19/2014	89.32	.00	
	94418	CLR VINYL TUBE LN FT	05/19/2014	17.43	.00	
	94421	PVC SCH40	05/19/2014	7.45	.00	
	94426	CLEANER CLR LIME RUST	05/19/2014	49.98	.00	
	94443	SPRAYPAINT FLAT BLACK	05/20/2014	45.39	.00	
	94461	STIFF SCRAPER	05/20/2014	2.00	.00	
	94467	CLR VINYL TUBE LN FT	05/20/2014	40.21	.00	
	94469	BLUE MASKING TAPE	05/20/2014	11.97	.00	
	94482	BLUE MASKING TAPE	05/20/2014	7.98	.00	
	94484	RUST STOP SAFETY YELLOW	05/20/2014	44.97	.00	
	94517	HANDLE RAKE	05/21/2014	56.44	.00	
	94607	LATEX NTRL GALLON	05/22/2014	28.99	.00	
	94658	PVC SOCKET	05/23/2014	4.14	.00	
Total 1018:				1,003.02	80.48	
<b>1022</b>						
<b>Central Distributing Co</b>						
	988141	SUPPLES	05/21/2014	386.13	.00	
	988145	SUPPLES	05/21/2014	805.57	.00	
	988491	SUPPLES	05/22/2014	82.58	.00	
Total 1022:				1,274.28	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	140950	PIPE & FITTINGS	04/11/2014	108.60	108.60	05/22/2014
	141023	PIPE & FITTINGS	04/16/2014	70.79	70.79	05/22/2014
	141031	PIPE & FITTINGS	04/16/2014	84.88	84.88	05/22/2014
	141292	PIPE & FITTINGS	04/28/2014	83.65	.00	
	141305	PIPE & FITTINGS	04/29/2014	27.79	.00	
Total 1023:				375.71	264.27	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1026</b>						
<b>Cirsa</b>						
	140839	CLAIM 5022584	05/15/2014	5,045.00	5,045.00	05/23/2014
Total 1026:				5,045.00	5,045.00	
<b>1052</b>						
<b>Colo Secretary Of State</b>						
	051614	TRAINING	05/16/2014	15.00	15.00	05/23/2014
Total 1052:				15.00	15.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	F4359	2014 FORD EXPLORER	05/22/2014	30,399.00	30,399.00	05/23/2014
Total 1055:				30,399.00	30,399.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1390372-01	LOW LED MODEL	05/20/2014	644.88	.00	
Total 1062:				644.88	.00	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	140	REGISTRATION	05/19/2014	275.00	.00	
Total 1076:				275.00	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	052114	PARTS	05/21/2014	634.95	.00	
	588289	TRACTOR PARTS	05/14/2014	9.73	.00	
Total 1094:				644.68	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	050714	CREEKSIDE/ACACIA WATERLIN	05/07/2014	9,761.65	9,761.65	05/22/2014
Total 1097:				9,761.65	9,761.65	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	043014	GENERAL NON PLANNING	04/30/2014	7,741.30	7,741.30	05/22/2014
	043014-	WPX WATERSHED PERMIT	04/30/2014	107.50	107.50	05/22/2014
	043014,	WADLEY CUP	04/30/2014	280.00	280.00	05/22/2014
	043014,,	SUMINSKI CUP	04/30/2014	280.00	280.00	05/22/2014
	043014.	GENERAL PLANNING	04/30/2014	1,126.50	1,126.50	05/22/2014
	043014./	SEWER FUND	04/30/2014	817.00	817.00	05/22/2014
	043014/	URA	04/30/2014	437.00	437.00	05/22/2014
	043014//	wATER	04/30/2014	3,802.25	3,802.25	05/22/2014
	043014\	RUIZ VARIANCE	04/30/2014	129.50	129.50	05/22/2014
Total 1100:				14,721.05	14,721.05	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50218394	DAIRY PRODUCTS/SENIOR CT	05/15/2014	195.54	.00	
	50218517	DAIRY PRODUCTS/SENIOR CT	05/23/2014	64.55	.00	
	607172	DAIRY PRODUCTS/REC -POOL	05/22/2014	523.96	.00	
	608175	DAIRY PRODUCTS/REC -POOL	05/22/2014	42.00	.00	
Total 1105:				826.05	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	332419	MIRROR FOR LIGHT	05/02/2014	5.76	.00	
	332838	measure	05/05/2014	96.53	.00	
	334291	BLASTER	05/15/2014	16.97	.00	
	334465	MINIATURE LAMP	05/16/2014	9.08	.00	
	334655	butt connector	05/19/2014	124.50	.00	
	334679	oil filter	05/19/2014	51.04	.00	
	334820	WIRING HARNESS BATT	05/20/2014	18.88	.00	
	334997	ANTIFREEZE	05/21/2014	74.82	.00	
	335028	PUMP 1 GPM Assy	05/21/2014	40.89	.00	
	335101	STEMCO	05/22/2014	15.96	.00	
Total 1110:				454.43	.00	
<b>1111</b>						
<b>Neve's Uniforms, Inc</b>						
	NE29737	SHIRTS	04/17/2014	199.80	.00	
	NE29880	UNIFORM /PD	04/24/2014	22.95	.00	
	NE29971	UNIFORM /PD	04/29/2014	99.90	.00	
Total 1111:				322.65	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-31486	MOTOR OIL	05/12/2014	4.19	.00	
Total 1118:				4.19	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	410841427	AREA LIGHTS	05/01/2014	19,725.21	19,725.21	05/16/2014
	411302110	300 W 5TH ST UNIT PUMP	05/05/2014	86.85	86.85	05/16/2014
	411350776	139 RAILROAD	05/06/2014	53.28	53.28	05/16/2014
	411465679	236 W 4TH ST	05/06/2014	29.87	29.87	05/16/2014
	411474814	300 W 5TH ST UNIT STAGE	05/06/2014	64.65	64.65	05/16/2014
	411527972	132 E 4TH ST	05/07/2014	903.81	903.81	05/16/2014
	412256399	105 E CENTENNIAL PKWY	05/13/2014	13,775.28	13,775.28	05/23/2014
Total 1120:				34,638.95	34,638.95	
<b>1126</b>						
<b>Rifle City Of</b>						
	1453101 05011	50 UTE AVE	05/01/2014	211.06	211.06	05/23/2014
	2003101 05011	201 E 18TH ST	05/01/2014	119.71	119.71	05/23/2014
	2005101 05011	1612 RAILROAD AVE	05/01/2014	348.99	348.99	05/23/2014
	2006101 05011	101 S East Ave	05/01/2014	368.76	368.76	05/23/2014
	2007101 05011	301 E 30TH ST	05/01/2014	76.20	76.20	05/23/2014
	2033001 05011	750 UTE AVE	05/01/2014	65.91	65.91	05/23/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	2211101 05011	1201 RAILROAD	05/01/2014	88.20	88.20	05/23/2014
	2214101 05011	1500 DOGWOOD DR	05/01/2014	864.19	864.19	05/23/2014
	265104 050114	638 Park Ave	05/01/2014	82.42	82.42	05/23/2014
	2975101 05011	1775 W CENTENNIAL PKWY	05/01/2014	25.20	25.20	05/23/2014
	3079101 05011	595 W 24TH ST	05/01/2014	25.20	25.20	05/23/2014
	3221101 05011	000 BROWNING DR	05/01/2014	25.20	25.20	05/23/2014
	3351101 05011	1221 E CENTENNIAL	05/01/2014	31.92	31.92	05/23/2014
	3641101 05011	360 S 7TH ST	05/01/2014	28.56	28.56	05/23/2014
	3673101 05011	3100 Dokes Ln	05/01/2014	65.91	65.91	05/23/2014
	3677101 05011	2515 CENTENNIAL PKWY	05/01/2014	646.01	646.01	05/23/2014
	3679101 05011	300 W 5TH ST	05/01/2014	141.96	141.96	05/23/2014
	3706101 05011	2515 CENTENNIAL PKWY	05/01/2014	25.20	25.20	05/23/2014
	3707101 05011	2515 CENTENNIAL PKWY	05/01/2014	12.60	12.60	05/23/2014
	779102 050114	132 E 4TH ST	05/01/2014	65.91	65.91	05/23/2014
	823101 050114	202 RAILROAD AVE	05/01/2014	96.10	96.10	05/23/2014
	873106 050114	236 W 4TH ST	05/01/2014	81.46	81.46	05/23/2014
Total 1126:				3,496.67	3,496.67	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	33076	KEY CABINET	05/15/2014	57.51	.00	
	33079	DUPLICATE KEYS	05/19/2014	3.50	.00	
Total 1132:				61.01	.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	1816 051514	CNG	05/15/2014	4,611.63	.00	
Total 1143:				4,611.63	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	89500	GA TUBE RECT	05/19/2014	13.45	.00	
Total 1181:				13.45	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	141584	printing	05/19/2014	872.51	.00	
Total 1188:				872.51	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	459757	B&W METER	03/04/2014	3.91	3.91	05/16/2014
	500612	B&W METER	05/19/2014	736.61	.00	
Total 1191:				740.52	3.91	
<b>1233</b>						
<b>Grand River Hospital District</b>						
	1380	PREV VISIT	03/20/2014	110.00	110.00	05/16/2014
Total 1233:				110.00	110.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	13658	341-10.4 WPX ENERGY	04/30/2014	151.00	.00	
	13659	341-13.6 WATER RIGHTS MAST	04/30/2014	453.00	.00	
	13660	341-14.4 OPP TO COLO PARKS	04/30/2014	390.00	.00	
Total 1256:				994.00	.00	
<b>1258</b>						
<b>Hach Company</b>						
	8827520	PHOSPHORUS TNT	05/12/2014	494.17	.00	
Total 1258:				494.17	.00	
<b>1271</b>						
<b>Daily Sentinel</b>						
	17753	ADVERTISEMENT	04/14/2014	81.56	81.56	05/23/2014
Total 1271:				81.56	81.56	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	29175	NATURAL SAND	05/19/2014	254.74	.00	
	3142053	HUNTER ROTOR	05/09/2014	974.40	.00	
	3142059	C905 PIPW SE 18	05/09/2014	935.46	.00	
	3142187	CURB BOX AMETREK	05/09/2014	250.71	.00	
	3143846	CURB BOX AMETREK	05/13/2014	330.51	.00	
	3145797	RUB R NEK	05/16/2014	72.00	.00	
	3145799	METER PIT PLASTIC	05/16/2014	404.00	.00	
	3145801	ELECTRIC VLC	05/16/2014	90.90	.00	
	3145813	METER OVAL FLG GSKT	05/16/2014	27.60	.00	
	3145814	METER OVAL FLG SET BRASS	05/16/2014	88.40	.00	
	3146205	DIAPHRAGM	05/16/2014	107.76	.00	
Total 1339:				3,536.48	.00	
<b>1407</b>						
<b>Usa Blue Book</b>						
	340575	ROD END SVC BOX WRENCH	05/08/2014	107.92	.00	
	340589	MSDS	05/08/2014	70.90	.00	
Total 1407:				178.82	.00	
<b>1563</b>						
<b>Quill Corporation</b>						
	2451275	SUPPLIES	04/24/2014	68.33	.00	
Total 1563:				68.33	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	PS0016529-1	VALVE BALL	05/13/2014	86.87	.00	
	PS012936	CREDIT	03/24/2014	1,989.71-	.00	
Total 1768:				1,902.84-	.00	
<b>1830</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Grand Valley Foods</b>						
	131047	FOOD PRODUCT/SR CENTER	05/16/2014	688.46	.00	
	131141	FOOD PRODUCT/SR CENTER	05/23/2014	1,214.75	.00	
Total 1830:				1,903.21	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	9553	ONSITE REVIEW	05/07/2014	640.00	.00	
Total 1990:				640.00	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	LR37793	TRIPP PDU METERED	05/07/2014	125.83	.00	
Total 2139:				125.83	.00	
<b>2169</b>						
<b>Information Systems Consulting</b>						
	SIN006198	SUPPORT SERVICES	05/12/2014	1,110.00	.00	
Total 2169:				1,110.00	.00	
<b>2412</b>						
<b>B&amp;H Photo - Video, Inc</b>						
	80408150	SONYDVD/	02/20/2014	85.56	85.56	05/16/2014
Total 2412:				85.56	85.56	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0563101-002	supplies	05/15/2014	17.95	.00	
Total 2573:				17.95	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	033114	ADS 10015614	03/31/2014	1,215.00	1,215.00	05/27/2014
	10071860 0403	AD	04/03/2014	50.63	50.63	05/16/2014
	10146470 0430	AD	04/30/2014	50.63	50.63	05/16/2014
	10179672A 05	AD	05/16/2014	16.19	16.19	05/16/2014
Total 2846:				1,332.45	1,332.45	
<b>2960</b>						
<b>Walmart Community</b>						
	002976	supplies	05/02/2014	8.88	8.88	05/16/2014
	007795	FOOD SUPPLIES	05/07/2014	131.57	131.57	05/16/2014
	008459	supplies	05/08/2014	184.90	184.90	05/16/2014
	014949	FOOD SUPPLIES	05/14/2014	90.82	90.82	05/23/2014
	016194	supplies	05/16/2014	10.88	10.88	05/16/2014
	017186	BIKE RODEO SUPPLIES	05/17/2014	146.90	146.90	05/23/2014
	021793	supplies	05/21/2014	19.41	19.41	05/23/2014
	022418	BRIANS RETIREMENT	05/22/2014	53.20	53.20	05/23/2014
	024222	supplies	04/24/2014	11.97	11.97	05/16/2014
	029382	supplies	04/29/2014	133.68	133.68	05/16/2014
	030554	POOL SUPPLIES	04/30/2014	227.98	227.98	05/16/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2960:				1,020.19	1,020.19	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	007243	FOOD SUPPLIES	05/19/2014	7.93	7.93	05/23/2014
	034138	FOOD SUPPLIES	05/12/2014	31.07	31.07	05/16/2014
	034798	FOOD SUPPLIES	05/19/2014	60.56	60.56	05/23/2014
	040872	FOOD SUPPLIES	05/12/2014	49.77	49.77	05/16/2014
	042570	SUPPLIES	05/19/2014	.99	.99	05/23/2014
	072804	SUPPLIES	05/20/2014	29.98	29.98	05/23/2014
	098530	FOOD SUPPLIES	05/06/2014	61.80	61.80	05/16/2014
	120488	FOOD SUPPLIES	05/21/2014	18.48	18.48	05/23/2014
	122183	FOOD SUPPLIES	05/14/2014	60.00	60.00	05/16/2014
	123938	SUPPLIES	05/21/2014	13.74	13.74	05/23/2014
	138274	FOOD SUPPLIES	05/14/2014	255.29	255.29	05/23/2014
	142348	MEETINGS	05/21/2014	73.76	73.76	05/23/2014
	147146	FOOD SUPPLIES	05/07/2014	311.74	311.74	05/16/2014
	175480	FOOD SUPPLIES	05/08/2014	50.77	50.77	05/16/2014
	187632	FOOD SUPPLIES	05/08/2014	39.64	39.64	05/16/2014
	197168	BIDE RODEO SUPPLIES	05/15/2014	40.70	40.70	05/23/2014
	197437	BIDE RODEO SUPPLIES	05/22/2014	24.31	24.31	05/23/2014
	234915	FOOD SUPPLIES	05/09/2014	61.85	61.85	05/16/2014
	244686	FOOD SUPPLIES	05/09/2014	15.00	15.00	05/16/2014
	275061	BIDE RODEO SUPPLIES	05/22/2014	34.67	34.67	05/23/2014
	284281	FOOD SUPPLIES	05/17/2014	22.74	22.74	05/23/2014
	290378	BIDE RODEO SUPPLIES	05/22/2014	51.41	51.41	05/23/2014
Total 3015:				1,316.20	1,316.20	
<b>3083</b>						
<b>ALSCO</b>						
	1471056	SUPPLIES	05/13/2014	25.00	.00	
	1473755	SUPPLIES	05/20/2014	25.00	.00	
	1473757	LAUNDRY/senior center	05/20/2014	63.18	.00	
Total 3083:				113.18	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2049 050114	CAR WASH	05/01/2014	7.00	7.00	05/16/2014
	2051 050114	CAR WASH	05/01/2014	7.53	7.53	05/16/2014
	2052 050114	CAR WASH	05/01/2014	39.29	39.29	05/16/2014
Total 3156:				53.82	53.82	
<b>3285</b>						
<b>Johnson-Carter Architects, PC</b>						
	1211E-133	ARCHITECTURAL SERVICES	05/20/2014	1,500.00	1,500.00	05/23/2014
Total 3285:				1,500.00	1,500.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	075623	FURNITURE	04/28/2014	599.82	.00	
Total 3389:				599.82	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3390</b>						
<b>Ultramax</b>						
	142601	SPEC 158GR SWC LEAD	04/28/2014	229.00	.00	
Total 3390:				229.00	.00	
<b>3612</b>						
<b>International Code Council</b>						
	3003457	MEMBERSHIP	05/23/2014	125.00	125.00	05/23/2014
Total 3612:				125.00	125.00	
<b>3683</b>						
<b>Mid-American Research Chemical</b>						
	0523632-IN	FLOOR CLEANER	05/09/2014	243.83	.00	
Total 3683:				243.83	.00	
<b>3723</b>						
<b>Flint Trading Inc</b>						
	169487	SHRKS TEETH	05/15/2014	335.16	.00	
Total 3723:				335.16	.00	
<b>3780</b>						
<b>Concrete Equipment</b>						
	152085	COIL ROD 12	05/14/2014	10.27	.00	
	152113	BLACK JOINT SELANT	05/15/2014	121.08	.00	
Total 3780:				131.35	.00	
<b>3875</b>						
<b>Garfield County Road &amp; Bridge</b>						
	26	MAG RIFLE MTN PARK ROAD M	05/15/2014	5,722.50	.00	
Total 3875:				5,722.50	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	042914	BARON LANE STREET LIGHTS	04/29/2014	19.58	19.58	05/16/2014
	043014	BEAVER CREEK HEADGATE	04/30/2014	37.30	37.30	05/16/2014
Total 3955:				56.88	56.88	
<b>3960</b>						
<b>Lowe's Home Improvement Wareho</b>						
	051714	CLERICAL STORAGE SHED	05/17/2014	474.05	474.05	05/23/2014
Total 3960:				474.05	474.05	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	Y2097W164	SHIPPING CHARGES/PD	04/19/2014	15.34	15.34	05/16/2014
Total 4055:				15.34	15.34	
<b>4141</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>True Brew Coffee Service</b>						
	157343	COFFEE	05/21/2014	69.99	.00	
Total 4141:				69.99	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10165685	SUPPLIES	05/09/2014	29.98	.00	
	10165858	ipHONE OTTERBOX	05/15/2014	49.99	.00	
	10165993	SANDISK CRUZER	05/21/2014	7.99	.00	
	10166045	MICRO CAR CHARGER	05/22/2014	47.97	.00	
Total 4207:				135.93	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BARTH 05111	GIS IN THE ROCKIES	05/11/2014	300.00	300.00	05/20/2014
	BURNS 05111	LATE PMT/FINANCE CHARGES-	05/11/2014	143.86	143.86	05/20/2014
	CAIN 051114	COUNCIL DINNER	05/11/2014	168.50	168.50	05/20/2014
	CHRISTENSE	FUELMAN FUEL REBATE	05/11/2014	1,359.58	1,359.58	05/20/2014
	DUNCAN 0511	NOTARY LEARNING CENTER	05/11/2014	25.50	25.50	05/20/2014
	EDGETON 051	GRASSROOTS CYCLES	05/11/2014	912.68	912.68	05/20/2014
	GALLEGOS 05	AMAZON MKTPLACE	05/11/2014	101.13	101.13	05/20/2014
	JAMES 051114	TRAINING	05/11/2014	843.06	843.06	05/20/2014
	KEHOE 05111	MINOR EQUIPMENT	05/11/2014	2,550.96	2,550.96	05/20/2014
	KELTY 051114	STAFF LUNCH FOREIGN EXCH	05/11/2014	72.71	72.71	05/20/2014
	LINDQUIST 05	SUPPLIES/	05/11/2014	178.76	178.76	05/20/2014
	MILLER 05111	TRAINING	05/11/2014	331.30	331.30	05/20/2014
	NEELY 051114	TRAINING	05/11/2014	368.90	368.90	05/20/2014
	ODELL 051114	OVERTIME MEALS	05/11/2014	99.80	99.80	05/20/2014
	PINA 051114	RIPP RESTRAINTS INTER	05/11/2014	333.45	333.45	05/20/2014
	POTOTSKY 05	SUPPLIES/	05/11/2014	51.86	51.86	05/20/2014
	PRUITT 05111	TRAINING	05/11/2014	554.95	554.95	05/20/2014
	RYAN 051114	NOTARY LEARNING CENTER	05/11/2014	25.50	25.50	05/20/2014
	STEFFEN 051	GALLS	05/11/2014	786.37	786.37	05/20/2014
	STEWART 051	TRAINING	05/11/2014	230.70	230.70	05/20/2014
	STILSON 0511	LUNCH STAFF	05/11/2014	49.21	49.21	05/20/2014
	STURGEON 0	CML	05/11/2014	1,528.18	1,528.18	05/20/2014
	TEYLINGEN 0	PARTS RIFLES	05/11/2014	98.00	98.00	05/20/2014
	TEYLINGEN 0	BICYCLE PATROL UNIFORMS	05/11/2014	99.98	99.98	05/20/2014
	VALADEZ 051	NOTARY LEARNING CENTER	05/11/2014	25.50	25.50	05/20/2014
	WHITMORE 05	TIMECLOCK	05/11/2014	149.64	149.64	05/20/2014
Total 4240:				11,390.08	11,390.08	
<b>4339</b>						
<b>Design Concepts</b>						
	0016095	Deerfield Park Construction Drawi	05/05/2014	288.50	.00	
Total 4339:				288.50	.00	
<b>4463</b>						
<b>United States Plastic Corp</b>						
	4099106	PRESSURE REGULATOR	05/15/2014	459.50	.00	
Total 4463:				459.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4575</b>						
<b>Precision Dynamics Corporation</b>						
	2526715	SUPPLIES	05/12/2014	299.16	.00	
	2531386	SUPPLIES	05/15/2014	144.75	.00	
Total 4575:				443.91	.00	
<b>4590</b>						
<b>Colorado Poolscapes Inc</b>						
	60846-1	POOL CHEMICALS	05/20/2014	701.17	.00	
Total 4590:				701.17	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	8155	545 WHITE SPOKE TIRES	05/19/2014	228.60	.00	
Total 4753:				228.60	.00	
<b>4822</b>						
<b>Idville</b>						
	2707453	BADGE HOLDERS	05/12/2014	108.50	.00	
Total 4822:				108.50	.00	
<b>4958</b>						
<b>Elifeguard, Inc</b>						
	51164	POOL SUPPLIES	05/20/2014	255.91	.00	
Total 4958:				255.91	.00	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	043014	LONG DISTANCE MONTHLY FE	04/30/2014	131.85	131.85	05/16/2014
Total 4967:				131.85	131.85	
<b>5192</b>						
<b>PECZUH PRINTING COMPANY</b>						
	220270	BUSINESS CARDS	05/16/2014	68.00	.00	
	220312	BUSINESS CARDS	05/16/2014	136.00	.00	
Total 5192:				204.00	.00	
<b>5234</b>						
<b>SUMMIT SWEEPING SERVICE, LLC</b>						
	5833	UNDERGROUND PARKING	05/16/2014	210.00	.00	
Total 5234:				210.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	63049	TB EYE JAW	05/06/2014	54.95	.00	
	63094	CONSTRUCTION TRIPOD	05/07/2014	136.34	.00	
	63120	9V BATTERY	05/08/2014	24.11	.00	
	63290	LIQUID FILLED	05/16/2014	42.29	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5253:				257.69	.00	
<b>5347</b>						
<b>COLORADO SOCIETY OF CPA'S</b>						
	051414	ANNUAL DUES/CHARLES KELT	05/14/2014	310.00	310.00	05/20/2014
Total 5347:				310.00	310.00	
<b>5473</b>						
<b>McAfee</b>						
	97220899	MONTHLY SERVICE	04/01/2014	225.60	.00	
	97303813	MONTHLY SERVICE	05/01/2014	225.60	.00	
Total 5473:				451.20	.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G405058204	HOURL RECORDER	05/09/2014	125.46	.00	
Total 5548:				125.46	.00	
<b>5564</b>						
<b>MAURER, AMANDA</b>						
	8	SERVING AS ASSOCIATE MUNI	05/07/2014	625.00	625.00	05/16/2014
Total 5564:				625.00	625.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	771405026917	PUMP STATION #1	05/01/2014	5,009.01	5,009.01	05/16/2014
Total 5613:				5,009.01	5,009.01	
<b>5648</b>						
<b>REDI SERVICES, LLC</b>						
	42526	PORTABLE RESTROOMS	04/30/2014	100.00	.00	
	42528	PORTABLE RESTROOMS	04/30/2014	100.00	.00	
Total 5648:				200.00	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D4-49046	WWTP Metals Sampling Program	04/30/2014	349.00	.00	
	D5-49493	PWSID CO 123676	05/14/2014	290.00	.00	
Total 5752:				639.00	.00	
<b>5754</b>						
<b>GARFIELD COUNTY HUMAN SERVICES</b>						
	SRPROG-2014	FOR NUTRITION AND TRANSP	04/21/2014	125,386.30	.00	
Total 5754:				125,386.30	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	781405026916	energy innovation center	05/01/2014	13,445.88	13,445.88	05/16/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5833:				13,445.88	13,445.88	
<b>5958</b>						
<b>Utility Refund</b>						
	1872102	REFUND-218 W 5TH ST	05/09/2014	116.82	116.82	05/16/2014
	2410101	REFUND-375 W 24TH ST/CROS	05/16/2014	608.52	608.52	05/16/2014
	2811103	REFUND-2538 HOWARD AVE	05/07/2014	60.13	60.13	05/16/2014
	3528101	REFUND-2479 PINE LN	05/16/2014	79.06	79.06	05/16/2014
	3547102	REFUND-2417 FAIRWAY AVE	04/23/2014	.00	.00	
	790103	REFUND-412 PARK AVE	05/07/2014	65.91	65.91	05/16/2014
	813101	REFUND-325 E 10TH ST	05/07/2014	2.67	2.67	05/16/2014
	907102	REFUND-317 UTE AVE	05/16/2014	101.71	101.71	05/23/2014
	912104	REFUND-327 UTE AVE	05/07/2014	81.46	81.46	05/16/2014
Total 5958:				1,116.28	1,116.28	
<b>5961</b>						
<b>United Restaurant Supply, Inc.</b>						
	457096-1	COFFEE CARAFE	05/12/2014	766.80	766.80	05/22/2014
Total 5961:				766.80	766.80	
<b>5998</b>						
<b>UMB BANK NA</b>						
	051914	RIFLE SALES USE TAX 03	05/19/2014	14,050.00	14,050.00	05/23/2014
Total 5998:				14,050.00	14,050.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	232914	MONTHLY SERVICES	05/05/2014	35,815.84	35,815.84	05/22/2014
Total 6067:				35,815.84	35,815.84	
<b>6087</b>						
<b>Golf &amp; Sport Solutions</b>						
	20167	RED INFIELD	05/19/2014	2,126.80	.00	
Total 6087:				2,126.80	.00	
<b>6093</b>						
<b>Rifle Postal Service</b>						
	052314	SENIOR RATE NOTICE MAILING	05/23/2014	754.08	754.08	05/23/2014
Total 6093:				754.08	754.08	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	19907	SUPPLIES	05/09/2014	3.88	.00	
	19908	SUPPLIES	05/09/2014	72.20	.00	
	19916	SUPPLIES	05/12/2014	194.28	.00	
	19922	SUPPLIES	05/13/2014	57.49	.00	
	19931	SUPPLIES	05/14/2014	8.84	.00	
	19932	SUPPLIES	05/14/2014	22.66	.00	
	19947	SUPPLIES	05/19/2014	6.08	.00	
	19959	SUPPLIES	05/22/2014	58.45	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6137:				423.88	.00	
<b>6139</b>						
<b>Engineering America, Inc.</b>						
	11975	REPAIR	05/16/2014	2,247.50	.00	
Total 6139:				2,247.50	.00	
<b>6166</b>						
<b>Rifle Garage Door Inc.</b>						
	063741	LABOR	05/27/2014	125.00	.00	
Total 6166:				125.00	.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	38854	ADVERTISEMENT	04/29/2014	640.00	640.00	05/16/2014
Total 6195:				640.00	640.00	
<b>6221</b>						
<b>Wells Fargo Financial Leasing</b>						
	5001142714	XEROX COPIER	05/02/2014	336.44	336.44	05/16/2014
Total 6221:				336.44	336.44	
<b>6237</b>						
<b>Leyba Painting</b>						
	052114	RIFLE METRO POOL REPAIR	05/21/2014	6,995.00	.00	
Total 6237:				6,995.00	.00	
<b>6248</b>						
<b>Colorado River Engineering, Inc.</b>						
	10032	ROUNDBOUT JOB NO 980	05/20/2014	7,347.50	.00	
	10033	SOUTH BRIDGE CROSSING WA	05/20/2014	437.50	.00	
	4751	RIFLE BOAT RAMP JOB 887	04/07/2014	317.81	317.81	05/23/2014
Total 6248:				8,102.81	317.81	
<b>6295</b>						
<b>Labyrinth Healthcare Group</b>						
	21109	ADVOCACY SERVICES	05/20/2014	260.40	260.40	05/23/2014
Total 6295:				260.40	260.40	
<b>6303</b>						
<b>Law Office of Angela Roff, PC</b>						
	1802	CITY PROSECUTOR	03/31/2014	4,166.67	4,166.67	05/23/2014
	1803	CITY PROSECTOR	04/30/2014	4,166.67	4,166.67	05/23/2014
Total 6303:				8,333.34	8,333.34	
<b>6320</b>						
<b>Lake Pat</b>						
	051614	STATE CERTIFICATION TEST-H	05/16/2014	127.36	127.36	05/16/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6320:				127.36	127.36	
<b>6336</b>						
<b>Riverbend Machinery, Inc</b>						
	IG10663	GAUGE BRAK	05/08/2014	76.28	.00	
Total 6336:				76.28	.00	
<b>6351</b>						
<b>GLOBAL MED INDUSTRIES LLC</b>						
	136468	POOL SUPPLIES	04/29/2014	217.80	217.80	05/22/2014
Total 6351:				217.80	217.80	
<b>6357</b>						
<b>FIRST STRING</b>						
	5715	UNIFORMS	05/23/2014	1,844.25	.00	
Total 6357:				1,844.25	.00	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1301237240	LONG DISTANCE	05/11/2014	6.32	6.32	05/23/2014
Total 6383:				6.32	6.32	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250004 04011	LONG DISTANCE	04/01/2014	445.43	445.43	05/16/2014
	K-6250004 050	LONG DISTANCE	05/01/2014	445.57	445.57	05/16/2014
	K-6250388 050	LONG DISTANCE	05/01/2014	308.40	308.40	05/16/2014
Total 6402:				1,199.40	1,199.40	
<b>6512</b>						
<b>C.B. WELLS</b>						
	27	PERFORMANCE	05/10/2014	100.00	100.00	05/16/2014
Total 6512:				100.00	100.00	
<b>6561</b>						
<b>TIMBERLINE CARPET &amp; UPHOLSTERY</b>						
	14262	CARPET CLEANING	05/20/2014	1,175.00	.00	
Total 6561:				1,175.00	.00	
<b>6566</b>						
<b>LADYBUG EXPRESS INC</b>						
	052014	FLOWERS DOWNTOWN	05/20/2014	1,125.00	1,125.00	05/23/2014
Total 6566:				1,125.00	1,125.00	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	101348	WHITE VINYL LETTERING	04/24/2014	27.31	.00	
	101529	nickle name badge	05/07/2014	6.40	.00	
	101744	BRASS PLATE	05/20/2014	70.80	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6568:				104.51	.00	
<b>6573</b>						
<b>APRENDI INC</b>						
	27149	LEGAL INTERPRETATION	04/30/2014	140.00	140.00	05/16/2014
Total 6573:				140.00	140.00	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	4114991	BOTTLED WATER	04/09/2014	41.60	41.60	05/22/2014
	4114992	BOTTLED WATER	04/09/2014	7.35	7.35	05/22/2014
	4115023	BOTTLED WATER	04/09/2014	41.60	.00	
	4115125	BOTTLED WATER	04/15/2014	27.90	27.90	05/22/2014
	4115126	BOTTLED WATER	04/15/2014	7.35	7.35	05/22/2014
	41152174	BOTTLED WATER	04/21/2014	27.90	27.90	05/22/2014
	4115218	BOTTLED WATER	04/21/2014	7.35	7.35	05/22/2014
	4115280	BOTTLED WATER	04/22/2014	27.90	.00	
	4115363	BOTTLED WATER	04/28/2014	34.75	34.75	05/22/2014
	4115364	BOTTLED WATER	04/28/2014	7.35	7.35	05/22/2014
	4115475	BOTTLED WATER	05/05/2014	21.05	21.05	05/22/2014
	4115476	BOTTLED WATER	05/05/2014	7.35	7.35	05/22/2014
Total 6606:				259.45	189.95	
<b>6609</b>						
<b>DIVISION OF RECLAMATION</b>						
	050114	PERMIT M-2007-030	05/01/2014	323.00	323.00	05/23/2014
Total 6609:				323.00	323.00	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0015769-IN	FOR NEX WEDGE REMOVAL	05/06/2014	204.50	.00	
Total 6643:				204.50	.00	
<b>6669</b>						
<b>SKAGGS</b>						
	2273515RI	ARMOR BODY VISION	04/24/2014	834.40	.00	
Total 6669:				834.40	.00	
<b>6678</b>						
<b>AARON'S HEATING &amp; COOLING, INC</b>						
	1225	HEATING VENTILATIION EQUIP	04/29/2014	4,072.00	4,072.00	05/22/2014
Total 6678:				4,072.00	4,072.00	
<b>6701</b>						
<b>RR DONNELLEY</b>						
	599314963	ENVELOPES	05/13/2014	768.73	.00	
Total 6701:				768.73	.00	
<b>6719</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PHIL VAUGHAN CONSTRUCTION MGMT, INC.</b>						
	05201401	WTP OWNER ADVISOR SERVIC	05/20/2014	1,560.32	.00	
Total 6719:				1,560.32	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-320743	RADIO HARNES	05/09/2014	69.03	.00	
	3761-320744	TRIM KIT	05/09/2014	61.41	.00	
	3761-322038	BATTERY	05/19/2014	96.22	.00	
	3761-322071	FLOOR JACK	05/19/2014	54.99	.00	
	3761-322322	BATTERY	05/21/2014	84.31	.00	
Total 6790:				365.96	.00	
<b>6817</b>						
<b>MUNICIPAL TREATMENT EQUIPMENT INC</b>						
	141418	NORPRENE	05/12/2014	96.00	.00	
Total 6817:				96.00	.00	
<b>6844</b>						
<b>GRASSROOTS SOD FARM</b>						
	14451	BLUEGRASS SOD	05/14/2014	164.00	.00	
Total 6844:				164.00	.00	
<b>6845</b>						
<b>E&amp;G TERMINAL, INC.</b>						
	5151896	PORTABLE BOOSTER	05/16/2014	113.95	.00	
Total 6845:				113.95	.00	
<b>6859</b>						
<b>THE PREMIER COMPANY</b>						
	162550	INVESTIGATIONS	03/31/2014	139.61	139.61	05/23/2014
	163051	INVESTIGATIONS	04/30/2014	318.87	318.87	05/16/2014
Total 6859:				458.48	458.48	
<b>6867</b>						
<b>PNCI Construction, Inc.</b>						
	043014	UTE EVENT CENTER	04/30/2014	92,491.00	92,491.00	05/22/2014
	043014.	DRP-P1 Constuction	04/30/2014	18,076.00	18,076.00	05/22/2014
Total 6867:				110,567.00	110,567.00	
<b>6868</b>						
<b>BULLEN, KIMBERLY</b>						
	050614	REIMBURSEMENT MILEAGE	05/06/2014	216.16	216.16	05/23/2014
Total 6868:				216.16	216.16	
<b>6880</b>						
<b>SUN LIGHT SKI &amp; BIKE</b>						
	60204	BIKE REPAIRS	04/30/2014	284.93	284.93	05/16/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6880:				284.93	284.93	
<b>6881</b>						
<b>NEELY, DAWN</b>						
	052014	REIMBURSEMENT ANIMAL CO	05/20/2014	2.98	2.98	05/23/2014
Total 6881:				2.98	2.98	
<b>6916</b>						
<b>CORNWELL QUALITY TOOLS</b>						
	140929	TSHIRT	05/14/2014	66.85	.00	
Total 6916:				66.85	.00	
<b>6954</b>						
<b>GRAND RIVER CAFE &amp; CATERING</b>						
	051914	MEETING	05/19/2014	175.06	175.06	05/23/2014
Total 6954:				175.06	175.06	
<b>6955</b>						
<b>LILLY'S KITCHEN</b>						
	34848	CITY WIDE CLEAN UP LUNCH	05/09/2014	100.42	100.42	05/16/2014
Total 6955:				100.42	100.42	
<b>6996</b>						
<b>STEFFEN, ROBIN</b>						
	051614	REIMBURSEMNET CONFEREN	05/16/2014	239.54	239.54	05/23/2014
Total 6996:				239.54	239.54	
<b>7011</b>						
<b>CROWD CONTROL DIRECT</b>						
	55977	RETRACTABLE BELT	05/05/2014	1,740.40	1,740.40	05/22/2014
Total 7011:				1,740.40	1,740.40	
<b>7012</b>						
<b>TIGER INDUSTRIAL RENTALS</b>						
	051614	2012 SALES TAX REFUND	05/16/2014	2,708.04	2,708.04	05/16/2014
Total 7012:				2,708.04	2,708.04	
<b>7013</b>						
<b>COMMUNITY COUNTS OF COLORADO</b>						
	2745	2014 MEMBERSHIP DUES	05/01/2014	50.00	50.00	05/16/2014
Total 7013:				50.00	50.00	
<b>7014</b>						
<b>GRANVILLE, KALINA</b>						
	051614	REIMBURSMENT MILEAGE	05/16/2014	75.47	75.47	05/23/2014
Total 7014:				75.47	75.47	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>7015</b> <b>WILKINS, MAKAYLA</b>						
	051614	REIMBURSEMENT PRIZES	05/16/2014	37.68	37.68	05/23/2014
Total 7015:				37.68	37.68	
<b>7016</b> <b>KIMBALL MIDWEST</b>						
	3573432	LUBRICANT	05/16/2014	101.88	.00	
Total 7016:				101.88	.00	
<b>7017</b> <b>CADFISH, LLC</b>						
	1204	BUILDING CODE CONSULTING	05/15/2014	633.75	.00	
Total 7017:				633.75	.00	
Grand Totals:				506,426.69	322,056.83	

Dated: \_\_\_\_\_

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

Report Criteria:

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

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Matrimonial Lawyers*

May 29, 2014

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

Re: June 4, 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 June 4, 2014 Rifle City Council Meeting.

1. Resolution No. 8, Series of 2014 (Amending the Public Works Manual Retainage Requirements). While working on issues related to the new water plant project, we realized that Section 2.30 of the Public Works Manual regarding retainage did not comport with state statutes. The legislature has amended the requirements regarding retainage on public works projects several times in the past decade and the City needs to update its policies to stay current. We revised Resolution No. 8 from your last meeting to clarify terms with an amendment to Section 2.29 and correct other internal inconsistencies.

We recommend approval of Resolution No. 8, Series of 2014.

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



**To:** Mayor and City Council; Matt Sturgeon, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Tuesday, May 27, 2014  
**Subject:** Liquor License Application – Eagle Springs Organic LLC d/b/a Farm Fresh Café & Steakhouse

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Eagle Springs Organic LLC d/b/a Farm Fresh Café & Steakhouse has filed an application for a Hotel and Restaurant License to allow service of malt, vinous, and spirituous liquor for consumption on the premises at 1725 Railroad Avenue.

Rifle Municipal Code §6-5-50 requires the Clerk, on behalf of the Liquor Licensing Authority, to investigate the following:

- Whether the prohibitions contained in CRS §12-46-104 or §12-47-313<sup>1</sup> apply to the applicant  
*FINDING: The prohibitions in the referenced sections do not apply to Farm Fresh Café & Steakhouse.*
- The number and type of outlets of a nature similar to the applicant's within one (1) mile in any direction of the proposed location

*FINDING: There are 8 other locations within 1 mile with Hotel and Restaurant Licenses: De Marco's Fettuccine; Eagle Springs Meats and Farm Fresh Café (1733 Railroad Ave); El Kora Mexican Restaurant; Jay's; Nacho's Mexican Dining; Shanghai Garden; Thai Chili Bistro; Wing Nutz Bar & Grill*

The City has conducted a background check on the premises manager, Steve DeForest. No negative items appeared on the background check. The City did not conduct a background check on the owner, Ken Sack, because the City conducted a background check on him within the last year in connection with the Hotel & Restaurant liquor license at 1733 Railroad Avenue.

The fees for this application have been paid. This hearing was properly noticed in the newspaper and on the premises.

Staff recommends that Council approve the application with the condition that required Building Department and Fire Department inspections shall take place before the applicant starts operations.

Mr. DeForest will attend the meeting on June 4 to answer questions that Council might have about the application. Thank you.

cc: Steve DeForest

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<sup>1</sup> CRS §§12-46-104 and 12-47-313 prohibit action upon an application for a license:

- Within 500 feet of a location for which the City has denied an application for the same type of license within the last 2 years because the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by existing licenses;
- If the applicant does not have legal possession of the premises;
- At a location where zoning prohibits sale of alcoholic beverages; or
- At a location within 500 feet of a school.



# 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". *Outline in red the area to be licensed*
- 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 Eagle Springs Crossing LLC	Tenant Eagle Springs Organic LLC	Expires 4/01/2029
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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: Yes  No   
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.

15. **Club Liquor License** applicants answer the following and attach: Yes  No   
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?    
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? \_\_\_\_\_ (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) Steven DeForest (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 07-29-1998

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

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

Liquor license #4701766 has been issued to Eagle Springs Organic, LLC dba Farm Fresh Café & Steakhouse (owned by Kenneth Sack) for the premise at 1733 Railroad Ave. Eagle Springs Organic, LLC dba Farm Fresh Café & Steakhouse still holds this license.

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Kenneth Jon Sack	6829 Queenferry Circle Boca Raton, FL 33496	10/31/54	Owner	100%
Steven DeForest	1328 White Ave. Grand Junction CO <sup>81501</sup>	7/29/1957	Manager	0%

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

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

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

Registered Agent (if applicable)	Address for Service
----------------------------------	---------------------

**OATH OF APPLICANT**

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

Authorized Signature 	Title COO/CEO	Date 4/22/14
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)**

Date application filed with local authority 4/22/14	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 8404-1 (Individual History Record) has:

<input type="checkbox"/> Been fingerprinted .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants .....	<input 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 .....

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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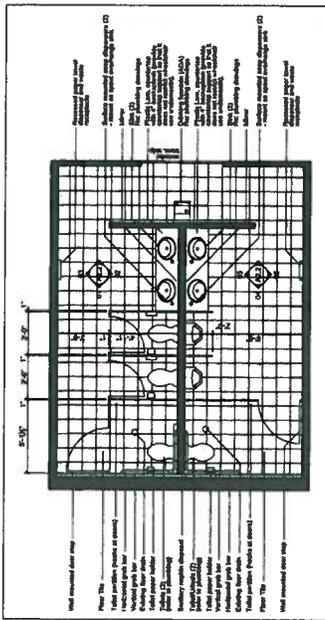
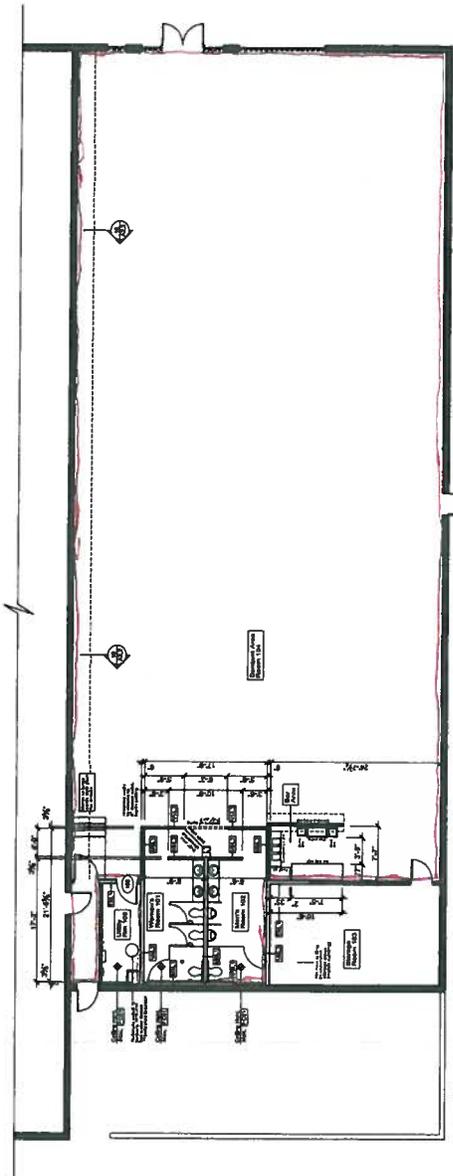
(Check One)

Date of Inspection or Anticipated Date \_\_\_\_\_

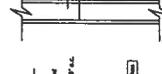
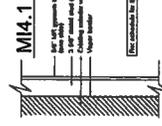
Upon approval of state licensing authority.

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.**

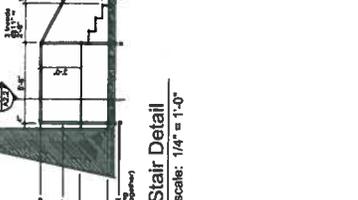
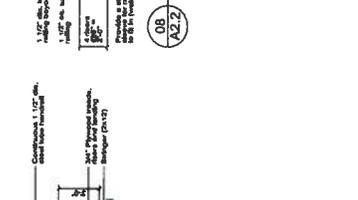
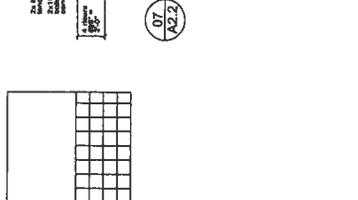
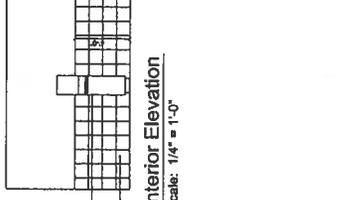
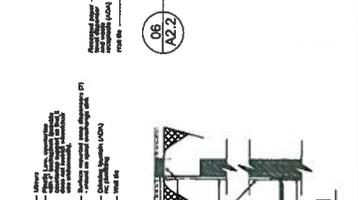
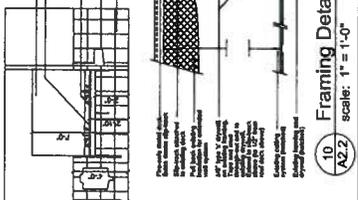
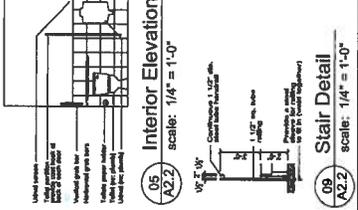
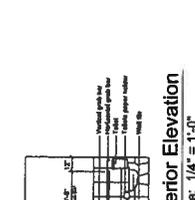
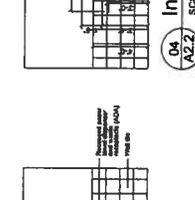
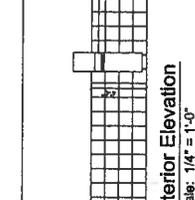
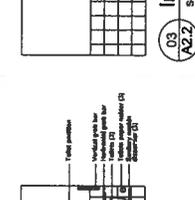
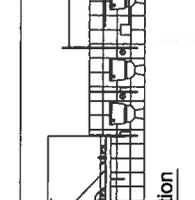
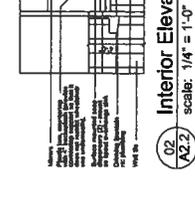
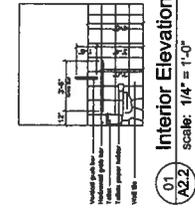
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date



**Large Scale Plan - Restrooms**  
 scale: 1/4" = 1'-0"



**Floor Plan**  
 scale: 1/8" = 1'-0"



**Large Scale Plan - Stairs**  
 scale: 1/4" = 1'-0"

**09 Stair Detail**  
 A2.2 scale: 1/4" = 1'-0"

**10 Framing Detail**  
 A2.2 scale: 1" = 1'-0"

**06 Interior Elevation**  
 A2.2 scale: 1/4" = 1'-0"

**07 Stair Detail**  
 A2.2 scale: 1/4" = 1'-0"

**04 Interior Elevation**  
 A2.2 scale: 1/4" = 1'-0"

**08 Stair Detail**  
 A2.2 scale: 1/4" = 1'-0"

April 1, 2014

LEASE FOR USE AND CONTROL OF  
1725 Railroad Ave.  
Rifle, Colorado 81650

**Owner of Property:**

Eagle Springs Crossing, LLC  
Owner – Kenneth J. Sack  
1733 Railroad Ave.  
Rifle, Colorado 81650

**Tenant:**

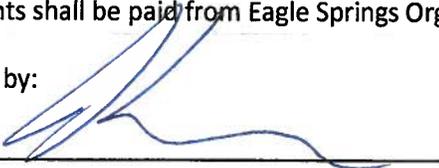
Eagle Springs Organic LLC  
DBA Farm Fresh Café & Steakhouse  
Owner – Kenneth J. Sack  
PO BOX: 351  
Rifle, Colorado 81650

**Term of Lease:** 15 years

**Cost of Lease:** To be internal between both corporations and corporation CPA.

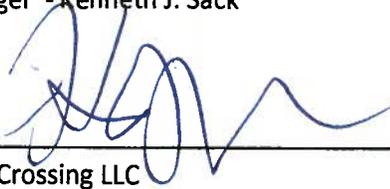
By the signature below Kenneth J. Sack is assigning the use and control of the property located at 1725 Railroad Ave, Rifle, Colorado owned by legal deed as "Eagle Springs Crossing LLC" to "Eagle Springs Organic LLC dba Farm Fresh Café & Steakhouse" for use of doing business for an Event Hall. All rent agreements shall be paid from Eagle Springs Organic LLC to Eagle Springs Crossing LLC.

Accepted by:

 Date: 4/23/14

Eagle Springs Organic LLC dba Farm Fresh Café & Steakhouse

Owner/Manager - Kenneth J. Sack

 Date: 4/23/14

Eagle Springs Crossing LLC

Owner/Manager - Kenneth J. Sack

 Date: 4-1-2014

Witness - Steven DeForest

## INDIVIDUAL HISTORY RECORD

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

**NOTICE:** This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business  
 Eagle Springs Organic, LLC

2. Your Full Name (last, first, middle)  
 Sack, Kenneth, Jon

3. List any other names you have used.

4. Mailing address (if different from residence)  
 PO BOX: 351, Rifle, CO 81650

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 6829 Queenferry Circle	Boca Raton, FL 33496	2001	Present
Previous			

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

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Self Employed	PO Box: 351, Rifle, CO 81650	Owner	2009	Present

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes    No

Currently hold license # 4701766 at 1733 Railroad Ave. Rifle, CO 81650.

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes    No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes  No

**PERSONAL AND FINANCIAL INFORMATION**

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

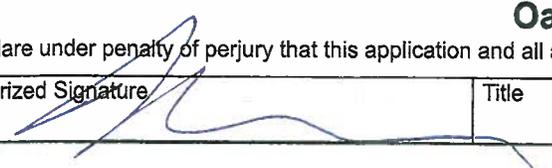
**Oath of Applicant**

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

Authorized Signature

Title

Date



4/25/14

## INDIVIDUAL HISTORY RECORD

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

**NOTICE:** This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business

→ Eagle Springs Organic LLC dba Palm Fresh Cafe + Steakhouse

2. Your Full Name (last, first, middle)

DeForest, Steven, Alexander

3. List any other names you have used.

4. Mailing address (if different from residence)

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 1328 White Ave.	Grand Junction, CO 81501	1995	Present
Previous			

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

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Eagle Springs Organic	PO BOX: 351, Rifle, CO 81650	Manager	2013	Present
Mesa Theater	531 Main St., Grand Junction, CO 81501	Security	2006	2013
Tenacious Brothers Pub	118 S. 7th St., Grand Junction, CO 81501	Security	2010	2012

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
None			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes  No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes  No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes  No

**PERSONAL AND FINANCIAL INFORMATION**

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

**Oath of Applicant**

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

Authorized Signature

*Stacy DeForest*

Title

*Manager*

Date

*4-18-11*

## Lisa Cain

---

**From:** Vaughn Miles  
**Sent:** Friday, May 02, 2014 4:29 PM  
**To:** Lisa Cain; Kristy Christensen  
**Subject:** Fingerpring Background check - Deforest, Steven  
**Attachments:** CBI.Deforest, Steven A.04-29-14.docx; FBI.Deforest, Steven A.04-29-14.docx

Please find attached the results of the fingerprint background check for Steven Deforest. No record was noted with either agency.

Rifle PD shows no CJ record for Deforest.

*Vaughn A. Miles*  
*Administrative Sergeant*  
*FBINAA 222nd*

Rifle Police Department 201 E. 18th St. Rifle, CO 81650  
☎ Direct 970.665.6514 ☎ Main office 970.665.6500

*To promote the peace, safety and well-being of our community through interaction, education and enforcement of the law.*



Colorado Secretary of State  
 Date and Time: 01/13/2010 07:52 PM  
 ID Number: 20101024686  
 Document number: 20101024686  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$50.00

To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

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

Osage Gardens Organic, 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

36730 RIVER FRONTAGE RD

*(Street number and name)*

New Castle

*(City)*

CO

*(State)*

81647

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province - if applicable)*

*(Country)*

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

Name

*(if an individual)*

Villemaire

*(Last)*

Don

*(First)*

*(Middle)*

*(Suffix)*

**OR**

*(if an entity)*

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

Street address

36730 RIVER FRONTAGE RD

*(Street number and name)*

New Castle

*(City)*

CO

*(State)*

81647

*(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)

Sack Kenneth Jon  
(Last) (First) (Middle) (Suffix)

OR

(if an entity)

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

Mailing address

4690 South University Drive  
(Street number and name or Post Office Box information)

Davie FL 33328  
(City) (State) (ZIP Postal Code)  
United States  
(Province - if applicable) (Country)

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

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

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

(Mark the applicable box.)

one or more managers.

OR

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

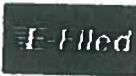
Sack		Kenneth			
	<i>(Last)</i>		<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
4690 South University Drive					
<i>(Street number and name or Post Office Box information)</i>					
<hr/>					
Davie		FL	33328		
	<i>(City)</i>	<i>(State)</i>	<i>(ZIP Postal Code)</i>		
United States					
<i>(Province - 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).



Colorado Secretary of State  
 Date and Time: 03/11/2010 04:15 PM  
 ID Number: 20101024686  
 Document number: 20101149242  
 Amount Paid: \$25.00

Document processing fee  
 If document is filed on paper \$125.00  
 If document is filed electronically \$ 25.00  
 Fees & forms/cover sheets  
 are subject to change.

To file electronically, access instructions  
 for this form/cover sheet and other  
 information or print copies of filed  
 documents, visit [www.sos.state.co.us](http://www.sos.state.co.us)  
 and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Amendment**

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20101024686

1. Entity name: Osage Gardens Organic, LLC  
*(if changing the name of the limited liability company, indicate name BEFORE the name change)*

2. New Entity name: Eagle Springs Organic LLC  
 (if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof  
 "credit union"  "savings and loan"  
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:  
 \_\_\_\_\_  
*(mm/dd/yyyy)*

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. (Optional) Delayed effective date: \_\_\_\_\_  
*(mm/dd/yyyy)*

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.

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

Sack	Kenneth		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
4690 South University Drive			
<small>(Street name and number or Post Office Box information)</small>			
Davie		FL	33328
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<small>(Province - if applicable)</small>	United States		
	<small>(Country - if not US)</small>		

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form 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. Questions should be addressed to the user's attorney.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

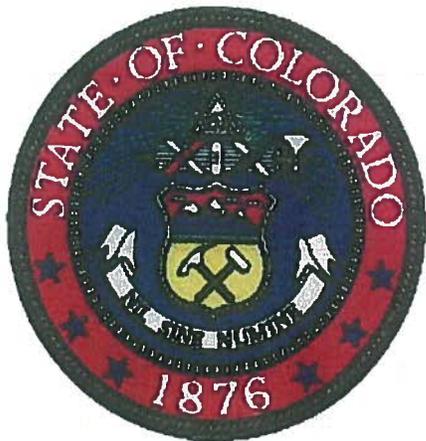
I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Eagle Springs Organic LLC**

is a **Limited Liability Company** formed or registered on 01/13/2010 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 20101024686.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2013 that have been posted, and by documents delivered to this office electronically through 03/22/2013 @ 15:07:43.

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 03/22/2013 @ 15:07:43 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8495259.



A handwritten signature in black ink, appearing to read "Scott Gessler".

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/nc/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."*

# Memo

To: City Manager, Honorable Mayor and Council

---

From: Tom Whitmore, Parks & Recreation Director,  
(Dick Deussen, Utility Director)

---

Date: May 14, 2014

---

Re: Approval of Contract Amendment: Add-Alternate # 3-A  
At-grade Dugouts for Deerfield Regional Park – Phase 1.

---

## ACTION:

Staff is requesting approval of a contract amendment to include Add-Alternate # 3-A in the Deerfield Regional Park - Phase 1 project.

## BACKGROUND:

You may recall that, prior to the start of the Deerfield Regional Park - Phase 1 project, we were hoping to include at-grade dugouts later in the project. At that time, the biggest, potentially most expensive unknown for the project team was whether we would run into soils issues during excavation for the footing and foundation, so we refrained from including the dugouts early in the project.

We are happy to report that we did not run into expensive issues in excavating for the foundation. It is reasonable to expect no large change orders with remaining aspects of the project. We have a project contingency that we believe will cover smaller, more ordinary, changes and substitutions, etc.

Also, \$49,700.00 in value engineering savings has been realized in the project with changes to framing, roofing materials, and restroom fixtures.

The cost of the at-grade dugouts is \$95,865.00 for both dugouts. This work includes electrical conduit and electrical installation, excavation for the thickened slab, concrete forming and pouring, masonry work, with block walls and metal roofing materials that match materials and colors of the main building. We have looked into other options such as pre-cast concrete dugouts. When considering that excavation, concrete work, electrical, electrical conduit, shipping, added cost for storage rooms, hiring a crane and additional labor, non-matching materials and painting and graffiti coating would still need to be done in addition to the pre-cast structures, the expenditure would be nearly equal with either option. The loss of continuity in the project (scheduling masonry work

in conjunction with the concession building) is also a factor that we've taken into consideration.

We've also asked another contractor to offer estimates for the dugouts. It was determined that PNCI had the lower price.

When considering value engineered savings, the cost to have the dugouts completed fits within our project budget.

At the time of this memo, the additional appropriation from the Parkland Dedication Fund, which council has authorized earlier, has yet to be needed and will most likely be available for other add alternates, such as expanded landscaping and concrete plaza work, should council desire to pursue these as the project moves forward.

Staff recommends authorization of Add-Alternate # 3, at-grade dugouts, to be included with Deerfield Regional Park-Phase 1 for a price not to exceed \$95,865.00.

Thanks,  
Tom

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 8  
SERIES OF 2014**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO AMENDING  
SECTION 2.29 AND 2.30 OF THE CITY OF RIFLE PUBLIC WORKS MANUAL  
REGARDING SCOPE OF PAYMENT AND RETAINMENT.

WHEREAS, the City of Rifle Public Works Manual provides terms at Section 2.29 regarding the scope of payment under public works contracts; and

WHEREAS, the Rifle Public Works Manual provides at Section 2.30 that the City may retain a percentage of partial payments due to contractors under public works contracts; and

WHEREAS, §24-91-103, C.R.S., controls the percentage of amounts that the City may retain from the full amount of payment otherwise due to a public works projects contractor; and

WHEREAS, §24-91-103, C.R.S., was amended in 2011 by the passage of House Bill 11-1115 to amend the percentage of retainment permissible from certain partial payments due to public works contractors; and

WHEREAS, certain retainment related language of Section 2.30 is in conflict with state statutes or is otherwise obsolete; and

WHEREAS, to make the Rifle Public Works Manual retainment language comply with the limits on retainment set forth by statute, to clarify language regarding scope of payment, and to eliminate certain obsolete language, the Rifle City Council deems it necessary to amend Section 2.29 and Section 2.30 of the City of Rifle Public Works Manual.

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 amends Section 2.29 and Section 2.30 of the Rifle Public Works Manual to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted~~:

2.29. SCOPE OF PAYMENT

Payment to the contractor will be made only for **completed work**. **Completed work means** the actual quantities of contract items constructed and installed in accordance with the plans and specifications.

Payment made at the contract unit price or lump sum amount bid shall be full compensation for furnishing all labor, materials, equipment, appurtenances, taxes, insurance, permits and incidentals necessary to complete the work as shown on the plans and as required by the

Specifications. Each item, fixture, piece of equipment, etc., shall be complete in place, operational and accepted.

No additional payment, over the amount bid, will be made for related work to any item unless specifically called for in the contract. Neither will payment be made for materials wasted, rejected or placed outside of plan limit lines.

### 2.30. PARTIAL PAYMENT AND CERTIFIED TAX REPORTS

The ~~engineer~~ **contractor**, on or about the twenty-fifth day of the month in which work on the project is performed, shall prepare for ~~contractor~~ **the engineer's** approval, a partial payment estimate of the ~~work performed and materials placed~~ **completed work accomplished from the last partial payment** in accordance with the contract documents.

**If not provided otherwise in the specific project contract documents, n**Not more than eighty (80) percent of the cost of materials and equipment delivered and suitably stored at or near the project site, but not incorporated in the **completed** work may be included in an estimate; provided however, the contractor shall furnish invoices and supportive data establishing title in the name of the ~~owner~~ **City**, to the engineer.

~~The amount to be retained from partial payments will be ten five percent of the value of completed work, exclusive of mobilization and payment for materials on hand. When the retainment on contracts exceeding \$80,000 in value has reached five percent of the amount of the contract, no further retainment will be made. The Amount of retainment will be held until such time as final payment is made, subject to with the following provision: When ninety seven and one half percent of the work has been completed, and provided that the amount of funds retained by the City exceeds twice the estimated value of the work remaining, the engineer may, at his discretion and the consent of the Surety, reduce the retained amount to twice the value of the work remaining to be done and provide the difference to the contractor when the City makes the next partial payment to contractor.~~

**Except for contracts as authorized by §24-91-110, C.R.S. where the contract price of a portion thereof is paid by a source which require an amount of retainment differing from the percentage set forth in this Section, t**The amount to be retained from partial payments will be ~~ten~~ **five** percent of the value of completed work, ~~exclusive of mobilization and payment for materials on hand. When fifty percent of the work required by contracts exceeding \$150,000. has been performed, no further retainment will be made if, in the opinion of the City, satisfactory progress is being made on the work.~~ **During any phase of the contract, the City may, upon written request by the contractor, and upon a finding by the City that satisfactory progress is being made in construction, authorize final payment from the retained amounts to the contractor or subcontractors who have completed their work in a manner finally acceptable to the City. The Amount of retainment will otherwise be held until such time as final payment is made by the City,** subject to with the following provision: When ninety seven and one half percent of the work has been completed, and provided that the amount of funds retained by the City exceeds twice the estimated value of the work remaining, the engineer may, at his discretion and

~~with the consent of the Surety, reduce the retained amount to twice the value of the work remaining to be done and provide the difference to the contractor when the City makes the next partial payment to contractor. Any amount retained~~ **Retainment** under this **Section 2.30** ~~provision~~ shall be subject to the requirements of Colorado Revised Statutes § 24-91-103.

Earnings so retained on contracts exceeding \$150,000- in value may be withdrawn by the contractor provided the contractor provides the City with ~~an irrevocable letter of credit in a form and~~ **acceptable securities as defined in §24-91-102(1), C.R.S., and as limited by §24-91-105, C.R.S.** **In the event contractor elects to provide a certificate of deposit as its acceptable security, such certificate of deposit shall be** from a financial institution acceptable to the owner **City**. ~~Any amounts so retained by the owner under this provision shall be subject to Colorado Revised Statute. § 24-91-105.~~

The ~~contractor~~ **engineer** upon receipt of each partial payment estimate shall either indicate his approval by signing and returning a copy to the ~~engineer~~ **contractor**, or return the estimate unsigned and indicate in writing his reason for refusing payment.

The ~~owner~~ **City**, within ~~fifteen~~ **thirty** (~~15~~**30**) days of presentation to the engineer of an approved partial payment estimate, shall pay the contractor the amount due thereon.

Upon receipt from the contractor of an approved designated semifinal estimate, ~~as prepared by the engineer:~~

- ~~A.~~ The contractor shall, in writing, request the engineer to make a semifinal inspection in preparation for final acceptance of the work by the ~~owner~~ **City**.
- ~~B.~~ ~~The contractor shall prepare and furnish the engineer certified city and county sales and use tax reports covering the equipment and materials incorporated in the work.~~

The engineer, upon receipt of written request for semifinal inspection, shall promptly make said inspection of the work and issue to the contractor a written notice advising him of any deficiencies, corrective measures or clean up that he must complete prior to preparation of the final payment request.

All work covered by partial payment made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all terms of the contract documents.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4<sup>th</sup> of June, 2014.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

# ENGINEERING DEPARTMENT



**To: City Council**

**From: Rick Barth, City Engineer**

**CC: Matt Sturgeon, City Manager**

**Date: June 4, 2014**

**Re: West 5<sup>th</sup> Street 2014 Design Award**

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This memorandum is for the recommendation for award of design services for West 5<sup>th</sup> Street. West 5<sup>th</sup>, from Fravert up to Will is a street that was initially constructed in the late 60's and early 70's. It is in poor condition with many patches and poor drainage and truly needs a full-rebuild. As the major corridor for that subdivision we have a great opportunity to not only repair the road but make improvements to a modern residential boulevard. Such improvements include replacing the 40+ year old waterline, new curb, sidewalk, paving, adding better pedestrian crossings and, if possible, a bike lane.

This RFP was to bring such designs to what we call a 30% stage with cost estimates. We hope to have basic geometry and utility improvements identified and quantified. Also a few basic images for a potential public meeting for the neighborhood. Finally it would be these documents that we would use to apply for grant opportunities to assist in funding the construction. Such construction would very likely come in phases.

Bid-by-invite per our code was sent out to four (4) County engineers and three (3) proposals were received. The bids were comparable and the low proposal was Boundaries Unlimited. With this, the PW department recommends award to Boundaries Unlimited in the amount of \$19,400 for the noted consultant services.

BUI	-	\$19,400
CRE	-	\$24,095
SGM	-	\$27,400

-RLB



# RIFLE POLICE DEPARTMENT

JOHN D. DYER  
*Chief of Police*

J.R. BOLTON  
*Operations Lieutenant*

VAUGHN MILES  
*Administrative Sergeant*

To: City Council  
City Manager  
From: Chief John Dyer  
Date: 05-27-14  
Ref: Police Community Advisory Board Appointments

City Council,

As you know, the City Council authorized a "Police Community Advisory Board" to be established in Rifle. The process, as per city ordinance, is that "board members will be appointed by the city manager, subject to confirmation by the City Council". As of this date, I have ten turned in applications:

- Erin Burwell - Student
- David Ling - Past Mayor
- Scott Minturn - Local business manager
- Bill Noel - Hospital Administrator
- Albert Harris - Pastor
- Richard Levine - Retired business owner
- George Pearson - Self Employed
- Judy Hewett - Office Manager
- Jay Rickstrew - Bank president
- Lisa Petty - Pastor

7 of the 10 live within the city limits, two have a Rifle address, and one lives in Parachute, but has worked in Rifle for some time (now retired). These applications meet the three requirements listed in composition of the board:

- "Not less than 5 members shall be city residents"
- "At least two members shall be owners of managers of businesses located within the city"
- "One member shall be currently enrolled in High School" (Erin is just graduating)

I will have the PD Office Manager complete a records checks on all of these applicants, and will share any concerns prior to the council meeting.

I am very excited to get out advisory board up and running and am hoping that it is helpful in bringing the police department closer to the community.

I am requesting that the City Council appoint the eight listed people to the Police Community Advisory Board.

Respectfully

John Dyer

201 East 18<sup>th</sup> Street, Rifle CO 81650-3237  
Office: (970 665-6500)

Mission Statement

To promote the peace, safety, and well-being of our community through interaction, education, and enforcement of the law



CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

Police Community Advisory Board

Name: RICHARD A. LEVINE DOB: 09/14/1952  
 Home Address: 104 GREEN MESA PLAGE, PARACHUTE, CO. 81635  
 Mailing Address: 104 GREEN MESA PLAGE, PARACHUTE, CO. 81635  
 Business Name (if Self-Employed) or Employer Name: RETIRED  
 Business Address: \_\_\_\_\_ City: \_\_\_\_\_  
 Title: \_\_\_\_\_ Type of Business: \_\_\_\_\_  
 Responsibilities: RETIRED  
 Email Address: rlevine43@gmail.com  
 Home Phone: 970-285-9190 Business: \_\_\_\_\_ Cell: 970-618-9283

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

**ROTARY CLUB OF RIFLE  
 KBUN NON PROFIT RADIO, BATTLEMENT MESA**

Why are you interested in becoming a member of the Police Community Advisory Board?

**COMMUNITY SERVICE. FORMER RIFLE BUSINESS  
 OWNER.**

What do you feel you could contribute to the PCAB?

Length of residency in City of Rifle \_\_\_\_\_ Garfield County 26 1/2 Colorado 61

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: Richard A. Levine Date: 5/19/14



CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

Police Community Advisory Board

Name: Judy L Hewitt DOB: 7/6/45  
 Home Address: 2404 Access Rd Rifle, Co 81650  
 Mailing Address: Same as above  
 Business Name (if Self-Employed) or Employer Name: Action Shop Services, Inc  
 Business Address: 2412 Access Rd City: Rifle Co 81650  
 Title: Owner Type of Business: Rental, Retail, Repair  
 Responsibilities: Office Manager  
 Email Address: Judy@actionshopservices.com  
 Home Phone: 970-625-4634 Business: 970-625-0943 Cell: 970-379-6189

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

Rifle Chamber of Commerce - Rifle Rendezvous Chair 14 yrs.  
Business owner - 27 yrs.

Why are you interested in becoming a member of the Police Community Advisory Board?

What do you feel you could contribute to the PCAB?

Length of residency in City of Rifle 32y Garfield County \_\_\_\_\_ Colorado 69

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: Judy L Hewitt Date: 5-20-14



# CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

## Police Community Advisory Board

Name: George Pearson  
12 / 02 / 1947

DOB:

Home Address:  
5805 County Road 320 Rifle CO 81650

Mailing Address:  
same

Business Name (if Self-Employed) or Employer Name: Pearson  
Insurance

Business Address: 827 Railroad Ave  City:  
Rifle

Title: Agent Type of Business:  
Insurance

Responsibilities: Commerical  
Insurance

Email Address:  
geoppear@willowwisp.net

Home Phone: 625-2209 Business: 625-5075 Cell:

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

Rifle Rotary, Rifle Chamber, Boy Scout Merit Badge Program,

Why are you interested in becoming a member of the Police Community Advisory Board?

Long history in community, and desire to see city grow and the police force is a critical factor in that growth

What do you feel you could contribute to the CPAB?

Knowledge and history of the community

Length of residency in City of Rifle 34 yrs  Garfield County 34 yrs  Colorado 44 yrs



CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

Police Community Advisory Board

Name: Jay Rickstrew DOB: 8 / 9 / 69

Home Address: 0495 N. Meadow Drive, Rifle, CO 81650

Mailing Address: Same

Business Name (if Self-Employed) or Employer Name: Alpine Bank

Business Address: 100 East 4<sup>th</sup> Street City: Rifle

Title: Regional President Type of Business: Financial Institution

Responsibilities: manage retail operation for 6 Alpine location. Two of which are in Rifle

Email Address: Jay.rickstrew@alpinebank.com

Home Phone: 625-5754 Business: 625-7274 Cell: 379-4863

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests: INDEPENDENT BANKERS OF COLORADO, Rotary, Downtown Development Authority and Coach @ Rifle High School

Why are you interested in becoming a member of the Police Community Advisory Board? A successful well respected police department is key to the success of a community. I believe Rifle has this and I would like to help it continue. I have had personal interaction with a number of Rifle's officer with all being positive

What do you feel you could contribute to the PCAB? Alpine Bank is a community minded organization and I could bring that cultural to the PCAB

Length of residency in City of Rifle \* 18 yrs Garfield County 3 yrs Colorado 44 yrs  
& Just moved out of City Limits

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: Jay Rickstrew

Date: 5/28/14



# CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

## Police Community Advisory Board

Name:  Lisa A. Petty  DOB:  5 / 4 / 79

Home Address:  1337 E 8<sup>th</sup> Street, Rifle, CO 81650

Mailing Address:  same as above

Business Name (if Self-Employed) or Employer Name:  Rifle United Methodist Presbyterian Church

Business Address:  200 E. 4<sup>th</sup> Street  City:  Rifle

Title:  Pastor  Type of Business:  Church

Responsibilities:  overseeing the physical, spiritual, emotional needs of the congregation & community

Email Address:  revlisap@gmail.com

Home Phone:  970-614-5472  Business:  970-625-1607  Cell:  720-878-7715

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

Rifle Rotary member; Raising A Reader Board member; Grand Mesa Christian Camp Association, Board member and Director for High School Camp; Rifle Running Club member; and Meals on Wheels Driver

Why are you interested in becoming a member of the Police Community Advisory Board?

To learn how to help form, inform, shape and build a sense of community here in Rifle.

What do you feel you could contribute to the CPAB?

Feedback from persons in the community, emotional support, new ideas for presence and purpose.

Length of residency in City of Rifle  2.5 years  Garfield County  2.5 years  Colorado  8 years

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed:

Date:

May 20 2014



# CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

## Police Community Advisory Board

Name: Albert Lee Harris DOB: 10 / 23 / 1954

Home Address: 420 W. 26<sup>th</sup> Street, Rifle CO 81650

Mailing Address: same

Business Name (if Self-Employed) or Employer Name: Fellowship of the Rookies

Business Address: 1224 Railroad Ave City: Rifle

Title: Pastor Type of Business: Church

Responsibilities: Pastor, Celebrate Recovery Leader, Administrator

Email Address: acharris54@gmail.com

Home Phone: - Business: 625-2511 Cell: 456-9883

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

- Rifle Ministers
- Colorado Baptists
- Grand Valley Baptist Association
- Ski Country Pastors

Why are you interested in becoming a member of the Police Community Advisory Board?

- I think the board should have a close contact with the Pastors of Rifle
- I serve in the only 12 step program (church-based) in the area
- I feel that I could contribute to solutions for community issues.

What do you feel you could contribute to the CPAB?

- Contact with the churches of the area
- I am concerned about the moral climate of our community

Length of residency in City of Rifle 2 1/2 yrs Garfield County 30 yrs Colorado 30 yrs

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: Albert L Harris

Date: April 30, 2014



CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

Police Community Advisory Board

Name: Erin Burwell DOB: 07/31/1996

Home Address: 1465 Graham Ct. Rifle, CO 81650

Mailing Address: Same as above

Business Name (if Self-Employed) or Employer Name: Rifle High School student

Business Address: \_\_\_\_\_ City: \_\_\_\_\_

Title: Senior Type of Business: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Email Address: erilee.bur@gmail.com

Home Phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: (970)366-8394

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:

Rifle Animal Shelter volunteer, Rifle High School Boys + Girls Basketball manager, + licensed Certified Nursing Assistant (CNA), Waitress at Mulligan's at Rifle Creek

Why are you interested in becoming a member of the Police Community Advisory Board?

I am interested in becoming a member because I was a victim of a crime last fall. I was very impressed with the response of the officers + it changed my view of the role of the police in the community.

What do you feel you could contribute to the PCAB?

I can contribute my unique perspective on the opinions that high schoolers have of police. I can assist the police with enhancing their relationship with high school students.

Length of residency in City of Rifle 12 Garfield County 12 Colorado 12

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: Erin L. Burwell

Date: 3/5/14



# CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

## Police Community Advisory Board

Name: Bill Noel DOB: 03 / 14 / 54

Home Address: 1033 East 19<sup>th</sup> Street Rifle, CO 81650

Mailing Address: Same

Business Name (if Self-Employed) or Employer Name: Grand River Health

Business Address: 501 Airport Road City: Rifle

Title: Chief Operating Officer Type of Business: Hospital, Long Term Care & Clinics

Responsibilities: Operations of ancillary services, IT & Systems

Email Address: bnoel@GRHD.org

Home Phone: 505-331-5364 Business: 970-625-6448 Cell: 970-309-1383

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests: Rifle Rotary; Board Member-West Springs Psychiatric Hospital. Interests: Mountain biking, skiing, hiking, kayaking, walking Rifle streets and trails

Why are you interested in becoming a member of the Police Community Advisory Board?

I am a resident of Rifle & there is a natural connection between the hospital & the Police Department.

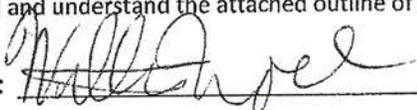
What do you feel you could contribute to the CPAB?

Improve relations & processes between the Police & hospital as

Length of residency in City of Rifle 2 years Garfield County 2 years Colorado 2 years

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: 

Date: 4-24-2014



# CITY OF RIFLE POLICE DEPARTMENT

John D. Dyer  
Chief of Police

## Police Community Advisory Board

Name: David M. Ling DOB: 12 / 01 / 52

Home Address: 1526 E. 12th St., Rifle, CO 81650

Mailing Address: "

Business Name (if Self-Employed) or Employer Name: Retired

Business Address: \_\_\_\_\_ City: \_\_\_\_\_

Title: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Email Address: davidlingps100@msn.com

Home Phone: 625-1914 Business: \_\_\_\_\_ Cell: 970-379-0797

Please answer the following questions. Attach additional sheets as necessary.

Other Associations, Affiliations and Interests:  
Lutheran Church - Missouri Synod - Rocky Mtn. Dist. Board of Directors  
Habitat for Humanity - Volunteer

Why are you interested in becoming a member of the Police Community Advisory Board?  
Local law enforcement is one of the most important, yet difficult jobs in our society. Any help that can be offered is a small price compared to the benefits of a sound municipal police department.

What do you feel you could contribute to the PCAB?  
Institutional knowledge & insights - Mayor Pro Tem - 4 years & Mayor - 8 years (1989-2001)

Length of residency in City of Rifle 27yr Garfield County 34yr Colorado 61yr

I understand that the Citizens' Advisory Board is a Volunteer Board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the City of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Members.

Signed: [Signature] Date: 05/15/2014



CITY OF RIFLE POLICE DEPARTMENT

John D. Beck  
Chief of Police

Police Community Advisory Board

Name SCOTT DAVID MINTURN DOB 12/14/1960  
 Home Address 740 UTE AVE  
 Mailing Address 740 UTE AVE  
 Business Name (if self employed) or Employer Name MASTER AUTOMOTIVE  
 Business Address 2100 ACCESS RD City RIFLE  
 Title PRESIDENT/OWNER Type of Business AUTO SHOP  
 Responsibilities DAY TO DAY MANAGEMENT OF AUTO REPAIR SHOP  
 Email Address sminturn@rof.net  
 Home Phone 970 625-0117 Business 970 625-3820 Cell 970 379-7719

Please answer the following questions. Attach additional sheets if necessary.

Other Associations, Affiliations and Interests RETIRED RVFD, RIFLE CHAMBER, WCDRA, CARS & RACING.

Why are you interested in becoming a member of the Police Community Advisory Board?  
SERVE MY COMMUNITY

What do you feel you could contribute to the PCAB?

length of residency in City of Rifle 31 Garfield County 43 Colorado 43

I understand that the Citizens' Advisory Board is a volunteer board formed under the direction of the Chief of Police for the purpose of enhancing the police department's relationship and responsiveness to the city of Rifle Community and its Citizens. The Board shall have at least one regular meeting per quarter, date and time determined by the Board. I also understand that there may be additional committee meetings. In addition, there are certain other activities conducted by the police department in which I would be expected to participate. I am willing to provide the time, talent, energy and intellect to make this board successful.

I have read and understand the attached outline of expectations and responsibilities of CPAB Board Member.

Signed Scott Minturn Date 5-19-14.

# City of Rifle Utility Department News For Council

## **Compliance Inspections**

In April, the Colorado Department of Public Health and Environment conducted compliance inspections of the Graham Mesa and Beaver Creek Water Treatment Plants. No deficiencies or violations were identified in operations, maintenance, or administration that could result in production of finished drinking water that would pose an unacceptable risk to health and welfare of the public. The sampling and testing for disinfectant and turbidity were satisfactory. We were very pleased with the results.

## **Fire Insurance Review**

ISO, the Insurance Services Office, conducted a review of the City of Rifle Water Department and Colorado River Fire Rescue to determine the status and capability of the systems to manage fire events. Pressure and flow from several hydrants were tested and emergency communications verified. After review, the fire insurance rating was reduced, which should translate to a reduction in fire insurance annual cost for the public.

## **3mg Tank Inspection**

Because of water on the Raynard Trail below the 3 million gallon tank, we authorized inspection by divers to determine if a leak from the tank was causing water to appear. We previously eliminated possibility of leaks from the mains surrounding the tank. The inspection did not uncover any leaks but did identify two areas of pitting on the bottom of the tank which can be repaired without taking the tank out of service. We are obtaining a price to make these repairs. It was also noted that the roof supports are starting to rust and will need to be painted in the future. The water seems to be from irrigation from the area above the trail.

## **Hydrant Painting**

City staff are painting hydrants throughout the City as time permits. This has not been performed for at least the last 15 years. The tops of the hydrants may be painted a different color than the main body of the hydrant as the colors indicate to the fire department what fire flow is expected at a particular hydrant. Orange indicates 500 to 999 gallons per minute (gpm), green from 1000 to 1499 gpm and blue above 1500 gpm.

May 28, 2014  
Dick Deussen, Utilities Director