



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

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**REGULAR MEETING
August 6, 2014**

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

- 6:00 P.M. Senior Transportation Program (Matt Sturgeon)
- 6:30 P.M. Update on Rifle Regional Water Purification Facility

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the July 16, 2014 regular meeting
 - B. Rezone the Rifle Regional Water Purification Facility Property from Developing Resource (DR) to Public (PZ) Zone District – Ordinance No. 9, Series of 2014 – second reading
 - C. Rezone a tract of land located at 2090 Whiteriver Avenue from Light Industrial (LI) to Medium Density Residential (MDR) Zone District – Ordinance No. 10, Series of 2014 – second reading
 - D. Amend Section 4-3-130 of the Rifle Municipal Code Regarding the Sale of City Owned Personal Property – Ordinance No. 11, Series of 2014 – second reading
 - E. First Amendment to License Agreement with Encana
 - F. North Pasture Acknowledgement and Agreement regarding continuing 16th Street obligations
 - G. Adopt City of Rifle Open Records Policy and Procedures – Resolution No. 15, Series of 2014

- H. Special Event Liquor Permit: Roaring Fork Rotary Club Foundation Inc. for August 10, 2014 (approve permit; cancel public hearing listed in Item 5 below)
- I. Transfer Liquor License from Arturo Saucedo to Gustavo Casanova d/b/a El Kora Mexican Restaurant at 160 E 26th St
- J. Liquor Licensee Manager Report: City Market
- K. Liquor License Renewals: City Market; Plaza Liquors
- L. June 2014 Sales Tax Report
- M. June 2014 Financial Report
- N. Accounts Payable

- 7:08 p.m. 3. Citizen Comments
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Public Hearing – Consider Special Event Liquor Permit Application – Roaring Fork Rotary Club Foundation Inc. for August 10, 2014 (Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item F above
- 7:20 p.m. 6. Consider appointing members of Parks and Recreation Advisory Board
- 7:30 p.m. 7. Receive update on Rifle Regional Water Purification Facility
- 7:40 p.m. 8. Consider approving Deerfield Regional Park Phase 1 North Plaza add alternate
- 7:50 p.m. 9. Consider IGA with Fire District for use of bay space at O&M building (Matt Sturgeon)
- 8:00 p.m. 10. Consider Ballot Question Taxing Retail Marijuana Cultivation – Ordinance No. 12, 2014 – first reading (Jim Neu)
- 8:15 p.m. 11. Administrative Reports
- 8:25 p.m. 12. 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.

Next Regular Meeting of Council: August 20, 2014 at 7:00 p.m.





TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: MATT STURGEON, CITY MANAGER
SUBJECT: SENIOR 2015 TRANSPORTATION COSTS
DATE: JULY 29, 2014

Staff recently received the attached email regarding total ridership counts projected for the period of July 2014 through June 2015, and rules regarding eligible riders and trip types. Senior transportation costs have a significant budgetary impact on the City of Rifle, which is the reason staff is bringing this to Council for discussion.

The previous City Manager was instrumental in saving this program and facilitating the creation of the partnership defined in the current IGA. The history of this program places Rifle in a leadership position on the issues raised by the subject email. Staff's position is that if some constraints aren't placed on transportation, the program costs are going to exceed what communities can afford, and the entire program will be placed in jeopardy.

BACKGROUND

Rifle has participated in the 9-Party Garfield County Senior Program since 2009. Garfield County agreed, when the program was taken over from Colorado Mountain College, to manage the program on behalf of the partners.

The MOU sets forth each participant's annual commitment to share the administrative and operational costs associated with the meal and transportation services offered under the program.

The City of Rifle's 2014 obligation under the formula set forth by the MOU is \$125,386 with transportation costs accounting for \$115,762. Staff discovered this summer that approximately 24-percent of the transportation cost was associated with inmate transportation. Therefore, a more accurate number for comparison is \$87,959. In 2011, Rifle's portion of the transportation costs was \$57,322. Rifle has seen an increase of 53-percent since 2011; program food costs charged to Rifle have risen just over 1-percent for the same period.

	Trips	Cost Per Trip	Total Cost to Rifle	Total Program Cost
2011	5043	11.36	57322	322622
2014	5539	15.88	87959	664826
2015	5460	Unknown	Unknown	Unknown

City Manager's Office

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6409 Email: msturgeon@rifleco.org



Rifle has 129 total riders of those 40 are under the age of 65 and qualified as disabled. As you will see on the attachment, there are very few restrictions when requesting a ride from the Traveler. As one example, riders over the age of 65 may have a valid driver's license and own a vehicle, but prefer to seek a ride on the Traveler for a "suggested" donation.

The General Fund has not recovered from the Great Recession, and it can't continue to absorb large increases in specific categories. In fact, staff continues to find places to cut expenditures to balance the budget. With that in mind, staff would like Council to consider taking a position on the types of trips the City of Rifle funds moving forward in an effort to protect those most in need of the Traveler's services. That will be the purpose of the Workshop on August 6.

At today's Board meeting, we discussed the 2015 Traveler Methodology and whether we were going to make any changes in our current operating procedures. Members wanted to review the possibilities with their city/town Boards and share their comments with me by August 14th so they can be considered when we are working out the 2015 methodology. There was consensus with the Board members present to adjust the 2015 ride numbers to exclude the inmate transportation numbers for Rifle and Parachute in the Methodology count because Rifle is transporting the inmates. So the numbers are now:

Municipalities	2013-2014	Inmate Rides	METHODOLOGY TOTALS
Battlement Mesa	130		130
Parachute	570	-309	262
Rifle	7199	-1,739	5460
Silt	591		591
New Castle	477		477
Glenwood Springs	7737		7737
Carbondale	462		462
Rural Garfield County	2137		2137
Total County Rides	19173	2047	17126

Our Current Parameters for Rides on the Traveler are: 5-mile radius from I-70, Hwy 82 and each town/municipality in Garfield County. Riders need to be over the age 65 or have completed a functional assessment and been approved by the staff. We offer Complimentary Para-transit services for the City of Glenwood Springs and Town of Carbondale to those within ¼ mile from the fixed bus route and those services are provided during the same operating hours as the fixed bus route. We go to Grand Junction on the second Thursday of every month and cover the entire county on Thursdays – Carbondale to Parachute/Battlement Mesa and Parachute/Battlement Mesa to Carbondale. The Traveler operates Monday – Friday 8-5 and reservations must be made 24 hours in advance of the ride. We do ask passengers to be flexible and if they want to go shopping to do it when others are going.

We have seen an large increase in the number of requests from passengers to go from one town to another and to go 2-3 times a week (i.e. Carbondale to Glenwood or Rifle) Currently, there is no restriction on where folks go, how often, or the length of the trip.

I asked the Board to consider whether there were any other parameters for the services that we expect the Traveler to provide in 2015. Below are types of possible changes for Traveler for Senior Program Board members to consider to limit a large increase in rides for 2015 as most city/towns cannot continue to fund the transportation system with cost increases each year.

- Limit type of rides to critical destinations such as a doctor's office or the grocery store
- Limit the number of rides a passenger can do per day or week
- Limit the rides to 15 miles or so from their home
- Limit the rides to those only in their local community except for Thursdays when we cover the county
- Restrict the number of rides between towns
- Restrict the number of rides passenger can take per day/week/town
- Offer service in the town only on meal and shopping days
- Restrict the type of rides - Meal Site, Shopping, Medical/Doctor, Education/Work and Other rides

Other options include:

1. We could change to a fee-based system and vary the cost by community, length of ride and bus occupancy, e.g., if they are on the only person going to a set location it would be more. We are currently using a donation system asking for \$2.00 each time they ride the Traveler.
2. For new assessments, we could require a letter from their physician, prior to the assessment, stating why they can't use the public transportation system available in their town.
3. Limit eligibility for seniors to those who are at least 65 and have a disability or their license was denied due to health issues (not alcohol)
4. Change operating procedures so that riders must schedule the Traveler 48 hours ahead of their appointment rather than our current 24 hours in advance of the ride.

Please let me know what your Board determined so I can work with our Finance Director on various cost methodologies for our next Board meeting on August 22nd. I would appreciate your responses by August 14th. Thank you very much and call me with any questions or concerns.

Judy

Judy Martin
Manager
Senior Programs
Garfield County Department of Human Services
195 West 14th Street
Rifle, CO 81650
(970) 945-9191 extension 3061 Cell (970) 456-2295
jumartin@garfield-county.com

RIFLE CITY COUNCIL MEETING

Wednesday, July 16, 2014

REGULAR MEETING

7:00 p.m. * Council Chambers

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

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

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

OTHERS PRESENT: John Dyer, Police Chief/Acting City Manager; Lisa Hamilton, City Clerk; Jim Neu, City Attorney; Jim Bell, Rifle Community Television Manager; Michael Churchill, Rifle Community Television Assistant Manager; Rick Barth, City Engineer; Kimberly Bullen, Government Affairs Coordinator; Hannah Klausman, City Planner; Nathan Lindquist, Planning Director; Nancy Bayne; Ava Bowles; Raymond Flores; Gil Frontella; Jeff Johnson; Michael Langhorne; Mike McKibbin; and Helen Rogers.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the July 2, 2014 regular meeting
- B. Authorize the submittal of a Department of Local Affairs grant application to conduct a study for a Reverse Osmosis and Granular Activated Carbon Water Treatment Facility - Resolution No. 12, Series of 2014
- C. Support a traditional grant application to Garfield County Federal Mineral Lease District for the North Waste Impoundment - Drying Bed Facility - Resolution No. 13, Series of 2014
- D. Support a grant application to Garfield County Federal Mineral Lease District for Railroad Avenue Corridor Improvements - Resolution No. 14, Series of 2014
- E. Adopt Visitor Improvement Fund (VIF) Advisory Board recommendation to fund a grant request for Railroad Avenue Corridor Improvements from VIF reserve funds
- F. Central Business District Zoning Amendments - Ordinance No. 8, Series of 2014 – second reading
- G. Special Event Liquor Permit: BPOE Lodge Rifle Elks Lodge No. 2195 for August 6-9, 2014 (approve permit; cancel public hearing listed in Item 7 below)
- H. Liquor License Renewals: Rocky Mountain Liquors, Walmart #5232
- I. May 2014 Sales Tax Report
- J. May 2014 Financial Report
- K. Accounts Payable

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

CITIZEN COMMENTS

Raymond Flores, owner of Classic Auto Body, reminded Council that in May 2014, he requested that the City enforce regulations in the building and fire codes that apply to auto body shops. He asked about the status of this matter. Planning Director Nathan Lindquist reported that City staff has met with Colorado River Fire Rescue staff to plan inspections of all auto body shops in Rifle.

There were no other citizen comments.

PUBLIC HEARING – CONSIDER SPECIAL EVENT LIQUOR PERMIT APPLICATION – RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION FOR JULY 24, AUGUST 23, AUGUST 30, SEPTEMBER 5, OCTOBER 3, OCTOBER 4, OCTOBER 9, OCTOBER 10, OCTOBER 31, DECEMBER 5, AND DECEMBER 31, 2014 AT UTE EVENTS CENTER

Mayor Winkler opened the public hearing. Michael Langhorne presented Rifle Regional Economic Development Corporation's (RREDC) application for a Special Event Permit to serve liquor at special events at the Ute Events Center at 132 East 4th Street on July 24, August 23, August 30, September 5, October 3, October 4, October 9, October 10, October 31, December 5, and December 31, 2014. City Clerk Lisa Hamilton reported that the hearing was properly noticed, the application is complete, and the fees have been paid. New Ute Theatre Society President Helen Rogers spoke in favor of granting this application.

Councilor Miller moved to approve a Special Event Liquor Permit for Rifle Regional Economic Development Corporation to serve liquor at special events at the Ute Events Center at 132 East 4th Street on July 24, August 23, August 30, September 5, October 3, October 4, October 9, October 10, October 31, December 5, 2014 and December 31, 2014; seconded by Councilor Myers. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

PUBLIC HEARING – CONSIDER SPECIAL EVENT LIQUOR PERMIT APPLICATION – RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION FOR JULY 25, AUGUST 1, AUGUST 16, AND AUGUST 22, 2014 AT CENTENNIAL PARK

Mayor Winkler opened the public hearing. Mr. Langhorne presented RREDC's application for a Special Event Permit to serve liquor at special events at Centennial Park at 300 West 5th Street on July 25, August 1, August 16, and August 22, 2014 from 6 p.m. to 11 p.m. each day. Ms. Hamilton reported that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Rice moved to approve a Special Event Liquor Permit for Rifle Regional Economic Development Corporation to serve liquor at special events at Centennial Park at 300 West 5th Street on July 25, August 1, August 16, and August 22, 2014 from 6 p.m. to 11 p.m. each day; seconded by Councilor Miller. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

PUBLIC HEARING - CONSIDER REZONING RIFLE REGIONAL WATER PURIFICATION FACILITY PROPERTY FROM DEVELOPING RESOURCES TO PUBLIC ZONE DISTRICT - MAP AMENDMENT 2014-2 – ORDINANCE NO. 9, SERIES OF 2014 – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE RIFLE REGIONAL WATER PURIFICATION FACILITY PROPERTY FROM DEVELOPING RESOURCE (DR) ZONE DISTRICT TO PUBLIC (PZ) ZONE DISTRICT

Mayor Winkler opened the public hearing. Planning Director Nathan Lindquist explained that staff has recommended a new site for the water treatment plant on top of the hill near the City resource pit, rather than at the bottom of the hill adjacent to Highway 6 and 24. The new site will be accessed by a new driveway constructed from "Hospital Hill Road". The site is currently surrounded by vacant property. The property to the north has not been annexed into the City. Residential uses are located approximately 0.25 miles away to the north and the west.

The property is currently zoned Developing Resources (DR), a "holding" zone that does not permit large-scale development. Mr. Lindquist requested that the zoning be changed to Public Zone (PZ). This zone district is meant for public facilities such as water plants. Proposed Ordinance No. 9, Series of 2014 would rezone the Property accordingly, which the Planning Commission recommended at its June meeting. A public hearing is required for rezoning applications and public notice requirements have been met.

Councilor Miller moved to approve Ordinance No. 9, Series of 2014, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Rice. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

PUBLIC HEARING – CONSIDER REZONING 2090 WHITERIVER AVENUE FROM LIGHT INDUSTRIAL TO MEDIUM DENSITY RESIDENTIAL ZONE DISTRICT - MAP AMENDMENT 2014-1 - ORDINANCE NO. 10, SERIES OF 2014 – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE A TRACT OF LAND LOCATED AT 2090 WHITERIVER AVENUE FROM LIGHT INDUSTRIAL (LI) ZONE DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR) ZONE DISTRICT

Mayor Winkler opened the public hearing. Jeff Johnson explained that Fellowship of the Rockies Church has applied to rezone property it owns at 2090 Whiteriver Avenue from Light Industrial, which does not allow for mobile homes or buildings to be placed on the property as desired by the applicant, to Medium Density Residential Zone District Light Industrial. The applicant proposes to add three temporary mobile classroom units on the property as classrooms. A new expanded building is planned for the property, at which point the mobile units would be discontinued. City Planner Hannah Lindquist reported that the Planning Commission recommended at its June meeting that the City Council rezone the Property, which passage of proposed Ordinance No. 10, Series of 2014 would accomplish. A public hearing is required for rezoning applications and public notice requirements have been met.

Councilor Miller moved to approve Ordinance No. 10, Series of 2014, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Rice. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

CONSIDER AMENDMENTS TO RIFLE MUNICIPAL CODE SECTION 4-3-130 REGARDING THE SALE OF CITY OWNED PERSONAL PROPERTY - ORDINANCE NO. 11, SERIES OF 2014 – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 4-3-130 OF THE RIFLE MUNICIPAL CODE TO MODIFY THE PROCESS FOR APPROVAL FOR AND DISPOSITION OF PERSONAL PROPERTY OWNED BY THE CITY OF RIFLE

Police Chief/Acting City Manager John Dyer explained that proposed Ordinance No. 11, Series of 2014 would amend procedures for the sale of City owned personal property to allow use of modern alternatives that were not available when this section was adopted.

Councilor Rice moved to approve Ordinance No. 11, Series of 2014, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Myers. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

CONSIDER ENGINEERING DESIGN COST OF RIFLE REGIONAL WATER PURIFICATION FACILITY

This item was not ready for Council consideration.

CONSIDER AWARDING CONTRACT FOR MULTIPLE ASPHALT REPAIRS

City Engineer Rick Barth recommended that Council award a contract for asphalt repairs at multiple areas, including Acacia Avenue, Coal Mine Avenue, Meadow Court, 12th Street, Park Avenue, and behind the Gateway Motel. The lower of the 2 bids that the City received was from Frontier Paving for \$48,100.

Councilor Miller moved to award a contract for asphalt repairs at multiple areas to Frontier Paving in an amount not to exceed \$48,100; seconded by Councilor Rice. Roll Call: Yes – Clifton, Miller, Parkinson, Rice, Winkler. Abstaining – Myers.

CONSIDER VEHICLE DONATION TO RIFLE HOUSING AUTHORITY

Chief Dyer informed Council that the Rifle Housing Authority has asked if the City has a truck that the Housing Authority can purchase. Staff recommends Council authorize the donation to the Housing Authority of a 1993 Ford Ranger with 114,000 miles and an estimated sale price of \$1,000 - \$1,500. The subject vehicle was replaced by a Ford F150 donated to the City by Garfield County earlier this year.

The Rifle Housing Authority provides a valuable service to Rifle senior citizens, and staff feels it would be appropriate to “pay forward” the generosity demonstrated to the City by Garfield County.

Staff would have been recommending auction of the vehicle later in the fall with proceeds from a sale being placed back into the Fleet Fund. The Fleet Fund currently has a fund balance of \$367,900.

Councilor Miller moved to authorize the donation to the Rifle Housing Authority of a 1993 Ford Ranger; seconded by Councilor Myers. Roll Call: Yes – Miller, Myers, Parkinson, Rice, Winkler. Abstaining – Clifton.

CONSIDER SIGNING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BUREAU OF LAND MANAGEMENT (BLM) FOR COOPERATING AGENCY STATUS IN THE DEVELOPMENT OF THE PREVIOUSLY ISSUED OIL AND GAS LEASES IN THE WHITE RIVER NATIONAL FOREST ENVIRONMENTAL IMPACT STATEMENT (EIS)

Government Affairs Coordinator Kimberly Bullen explained that the Bureau of Land Management has invited the City to participate as a cooperating agency in the development of an Environmental Impact Statement for the Previously Issued Oil and Gas Leases in the White River National Forest. She recommended that Council approve the proposed Memorandum of Understanding related to this matter.

Councilor Rice moved to authorize the Mayor to sign a Memorandum of Understanding with the Bureau of Land Management for Cooperating Agency Status in the development of the Environmental Impact Statement for the Previously Issued Oil and Gas Leases in the White River National Forest; seconded by Councilor Miller. Roll Call: Yes – Clifton, Miller, Myers, Parkinson, Rice, Winkler

ADMINISTRATIVE REPORTS

Chief Dyer reported on the following items: Public Safety Citizens Advisory Board; and shared services with Colorado River Fire Rescue.

Ms. Bullen reported that the City did not receive a Fishing is Fun grant for a new boat ramp on the Colorado River.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Rice recently led 15 Rifle High School students to Washington DC and New York City.

Councilor Miller reported on these issues discussed at the June 2014 meeting of the Associated Governments of Northwest Colorado: proposed declaration of Vermillion Basin as a National Monument; the need for communities to be held harmless if federal oil and gas leases are cancelled, with consequent loss of revenues in those communities; Cameo Shooting Sports Center in old Xcel power plant; and Moon Lake Electric plans to replace powerlines in areas south of Grand Junction.

Councilor Clifton congratulated Deputy City Clerk Kristy Christensen on achieving Certified Municipal Clerk status from the International Institute of Municipal Clerks.

Councilor Myers will attend the Club 20 Summer Policy Meeting later this month.

Meeting adjourned at 8:00 p.m.

Lisa K. Hamilton
City Clerk

Randy Winkler
Mayor

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE
RIFLE REGIONAL WATER PURIFICATION FACILITY PROPERTY FROM
DEVELOPING RESOURCE (DR) ZONE DISTRICT TO PUBLIC (PZ) ZONE
DISTRICT.

WHEREAS, City of Rifle applied to rezone from Developing Resource (DR) Zone District to Public (PZ) Zone District a tract of land legally described as Lot 1, Block 1, U.C. Addition No. 2 in the City of Rifle, Colorado (the "Property"); and

WHEREAS, the proposed rezoning is requested to enable use of the Property for public purposes, and specifically the Rifle Regional Water Purification Facility; and

WHEREAS, on June 24, 2014, the City of Rifle Planning Commission considered the rezoning application for the Property and recommended that the Property be rezoned Public (PZ) Zone District; and

WHEREAS, the City Council reviewed the rezoning application at its July 16, 2014 and August 6, 2014 meetings and agreed with the Planning Commission's findings; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code ("RMC"), and now wish to rezone the Property to Public (PZ) Zone District.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. Lot 1, Block 1, U.C. Addition No. 2 in the City of Rifle, Colorado is hereby zoned Public (PZ) Zone District.

Section 3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on July 16, 2014, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 6, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2014.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 10
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE A
TRACT OF LAND LOCATED AT 2090 WHITERIVER AVENUE FROM
LIGHT INDUSTRIAL (LI) ZONE DISTRICT TO MEDIUM DENSITY
RESIDENTIAL (MDR) ZONE DISTRICT.

WHEREAS, Fellowship of the Rockies Church applied to rezone from Light Industrial (LI) Zone District to Medium Density Residential (MDR) Zone District a tract of land located at 2090 Whiteriver Avenue in the City of Rifle, Colorado (the "Property"); and

WHEREAS, on June 24, 2014, the City of Rifle Planning Commission considered the rezoning application for the Property and recommended that the Property be rezoned Medium Density Residential (MDR) Zone District; and

WHEREAS, the City Council reviewed the rezoning application at its July 16, 2014 and August 6, 2014 meetings and agreed with the Planning Commission's findings; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code ("RMC"), and now wish to rezone the Property to Medium Density Residential (MDR) Zone District.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. The Property is hereby zoned Medium Density Residential (MDR) Zone District.

Section 3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on July 16, 2014, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 6, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2014.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 4-3-130 OF THE RIFLE MUNICIPAL CODE TO MODIFY THE PROCESS FOR APPROVAL FOR AND DISPOSITION OF PERSONAL PROPERTY OWNED BY THE CITY OF RIFLE.

WHEREAS, Section 4-3-130 of the Rifle Municipal Code (“RMC”) provides terms and conditions for the sale of personal property owned by the City of Rifle (“City”); and

WHEREAS, the City Council finds that the current procedures set forth in Section 4-3-130 of the RMC are antiquated, cumbersome, and limit the City’s possible opportunity to obtain a higher sales price from the sale of City-owned personal property through modern methods alternative to those provided for in Section 4-3-130; and

WHEREAS, the City Council wishes to amend Section 4-3-130 of the RMC to modify the procedures available to the City for the sale of City-owned personal property to provide the City with greater flexibility.

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

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

Section 2. Section 4-3-130 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike-through language is deleted~~:

Sec. 4-3-130. Sale of real and personal property.

All sales of real property must be approved by City Council. ~~Sales of personal property (materials, supplies, equipment) must only be approved by City Council if the estimated value of the property exceeds one thousand dollars (\$1,000.00). Items with an estimated value over one thousand dollars (\$1,000.00) must be sold by sealed bid, unless otherwise approved by City Council. Bids for the sale of property valued over twenty thousand dollars (\$20,000.00) must be accompanied by a five percent bid bond, which will be forfeited if the buyer fails to perform the contract for sale. Property impounded or seized through forfeiture by the Police Department shall be excluded from this Section.~~ **Personal property such as materials, supplies, equipment shall be sold as follows:**

- a. Any item of personal property must be designated as surplus before it may be sold. Personal property purchased by the City at a cost of two thousand dollars (\$2,000.00) or more must be declared surplus by the City Council. The City Manager may declare all personal property purchased by the City at a cost of less than two thousand dollars (\$2,000.00) to be surplus, but nothing in this Section 4-3-130 shall prohibit the City Manager from referring surplus designation decisions on such property to the City Council.
- b. The City Manager shall sell surplus property at auction, as provided for in this subsection (b), under the most cost effective and beneficial auction option as determined by the City Manager in

his sole discretion. The City Manager shall have the authority and option to use conventional auction methods or web-hosted public surplus auctions. When using conventional auction methods, the City Manager shall provide at least ten (10) days notice in the official newspaper of the City and, optionally, on the City's website. Surplus property shall be sold to the highest responsible bidder. The City Manager may establish minimum bid amounts and reserve prices. If no bids are received by the City in an auction of surplus property, in lieu of undertaking a second auction of the property, the City Manager, at his or her sole discretion, may donate the item to any entity of the City Manager's choosing to which charitable donations may lawfully be made, or if the surplus property is of insignificant or no value, as determined by the City Manager in consultation with appropriate City staff members, the City Manager may order its disposal.

- c. The City Manager shall report to the City Council within thirty (30) days of disposition the manner and terms of all completed dispositions of surplus property.
- d. Property impounded or seized through forfeiture by the Police Department shall be excluded from this Section.

INTRODUCED on July 16, 2014, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 6, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2014.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (“Amendment”) to that certain License Agreement dated August 10, 2004 between the CITY OF RIFLE, COLORADO (“City”), and ENCANA OIL & GAS (USA) INC. (“Licensee”) is entered into and effective this 6th day of August 2014 between City and Licensee. All capitalized terms used but not defined in this Amendment shall have the meaning given to them in the License Agreement.

RECITALS

This Amendment is made with reference to the following facts:

A. On August 10, 2004, City and Licensee executed that certain License Agreement which provided the terms and conditions under which Licensee could locate a water pipeline for delivery of water from the Last Chance Ditch to Licensee’s Hunter Mesa facilities situated in the SE 1/4 of Section 15, Township 6 South, Range 93 West of the 6th P.M.

B. The License Agreement provided that the Term of the license memorialized therein would expire ten (10) years from the date of the License Agreement on August 10, 2014.

C. City and Licensee now desire through this Amendment to amend and extend the Term, to memorialize the duration of the extension of the Term, and to provide additional terms and conditions regarding Licensee’s provision of information to City regarding the location of the water pipeline and Licensee’s coordination with City for provision of “One Call” location responses regarding the City’s right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, City and Licensee agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein.
2. **Amendment of Term.** The Term of the license granted and memorialized by the License Agreement and set forth in Section 3 of the License Agreement is hereby extended for an additional ten (10) years without warranty to August 10, 2024.
3. **Amendment of Use Conditions.** Section 2 of the License Agreement is hereby amended by addition of the following:

Licensee shall provide City with data regarding the Waterline’s as-built location so that the City may incorporate such data into the City’s geographic information system. Licensee agrees to coordinate with City at City’s request to assist City in City’s provision of “One Call” information pursuant to C.R.S. § 9-1.5-103(4)(a) and which provides information required by City to request and receive such coordination from Licensee as needed by City.

4. **Entire Agreement.** This Amendment embodies the entire agreement between City and Licensee with respect to the amendment of the License Agreement.

5. **Counterparts.** This Amendment may be signed in counterparts, which taken together shall constitute one agreement.

6. **License Agreement in Full Force and Effect.** Except as expressly amended herein, all terms and conditions of the License Agreement remain unaltered and in full force and effect. In the event of an inconsistency between this Amendment and the License Agreement, this Amendment shall govern.

7. **Governing Law.** This Amendment shall be interpreted under the laws of the State of Colorado.

EXECUTED and effective on the date set forth above.

CITY OF RIFLE, COLORADO

By: _____
Randy Winkler, Mayor

ATTEST:

Lisa Hamilton, City Clerk, CMC

RWL
UTILITY CORRIDOR AND
BUCK HORN DRIVE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 10 day of August, 2004, by and between the City of Rifle, Colorado, a Colorado home rule municipality ("City") and EnCana Oil & Gas (USA) Inc. ("Licensee").

WITNESSETH

WHEREAS, Licensee desires to utilize the City's right-of-way to install, operate, maintain and repair a eight inch (8") waterline (the "Waterline") to pump and deliver water from the Last Chance Ditch to facilities Licensee owns and operates on Hunter Mesa; and

WHEREAS, the City is willing to grant Licensee a license to use its right-of-way described on Exhibit A attached hereto and incorporated herein by this reference (the "right-of-way") subject to the terms and conditions of this License Agreement

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Recitals The foregoing recitals are incorporated by reference herein

2 Grant of License/Conditions of Use The City hereby grants Licensee a license to occupy the right-of-way described on Exhibit A, to install, operate, maintain and repair the Waterline. This grant of license is expressly limited to and for the sole purpose of Licensee delivering water to its Hunter Mesa Facility. Licensee shall comply with the City's street cut permit process for the installation of and access to the Waterline and comply with all of the terms and conditions of the street cut permit process, including, but not limited to notice, traffic control and the restoration of the right-of-way to the City's specifications. Failure to comply with such conditions may lead to the City's immediate termination of this License Agreement at its sole discretion. This License is not exclusive to Licensee and other utilities may be installed in the right-of-way which may require the relocation of the Waterline, which shall be the sole cost and responsibility of Licensee if reasonably required by City.

3 Term. The license shall extend for ten (10) years from the date of this License Agreement and may thereafter be extended by mutual agreement of the parties upon terms and conditions negotiated at that time

4 Indemnification Licensee agrees to forever indemnify, defend, and hold harmless the City against any and all claims, liabilities, or demands whatsoever relating to or arising out of the use or occupancy of the right-of-way, the Waterline or arising out of or related to this License Agreement.

5. Severability Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect

6. Entire Agreement This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein

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

8. Assignment Licensee's privileges hereunder are personal in nature and shall not be assignable by Licensee in whole or in part without the prior written approval of the City

9. No Liens Licensee shall keep the Waterline free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

10. Recordation This Agreement shall be recorded in the Office of the Garfield County Clerk and Recorder's Office

11. Fees and Expenses. Licensee agrees to reimburse the City promptly upon receipt of a billing for all of the City's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.

WHEREFORE, the parties have executed this agreement effective as of the date first written above

CITY OF RIFLE, COLORADO

ENCANA OIL & GAS (USA) INC

By *Keith J. Lambert*
Keith Lambert, Mayor

By *Jim Martinez*
Name: JIM MARTINEZ
Title: PRODUCTION COORDINATOR

ATTEST

Wanda Nelson
Wanda Nelson, City Clerk



STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

Acknowledged, subscribed and sworn to before me this 10th day of August,
2004, by Keith Lambert, as Mayor, and Wanda Nelson, as City Clerk, on behalf of the City of
Rifle, Colorado

WITNESS my hand and official seal My Commission expires: 9-11-04

Andrea Glass
Notary Public (SEAL)

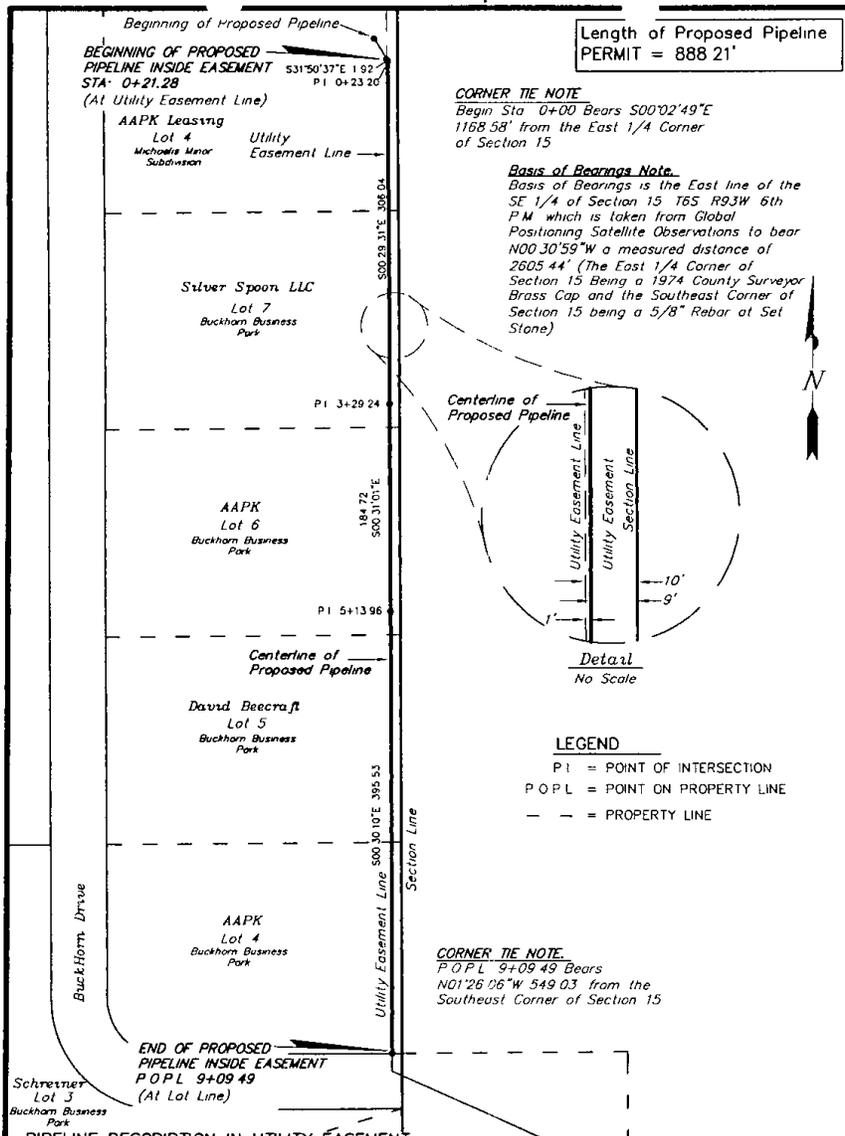


STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

Acknowledged, subscribed and sworn to before me this 10th day of August
2004, by Jim MARTINEZ on behalf of EnCana Oil & Gas (USA) Inc

WITNESS my hand and official seal My Commission expires: 11/4/06

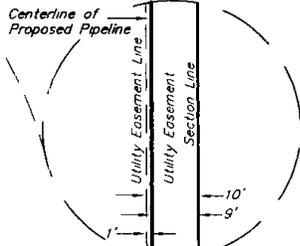
John Leacock
Notary Public (SEAL)



Length of Proposed Pipeline PERMIT = 888.21'

CORNER TIE NOTE
 Begin Sta 0+00 Bears S00°02'49"E
 1168.58' from the East 1/4 Corner
 of Section 15

Basis of Bearings Note.
 Basis of Bearings is the East line of the
 SE 1/4 of Section 15, T6S, R93W, 6th
 P.M. which is taken from Global
 Positioning Satellite Observations to bear
 N00°30'59"W a measured distance of
 2605.44' (The East 1/4 Corner of
 Section 15 Being a 1974 County Surveyor
 Brass Cap and the Southeast Corner of
 Section 15 being a 5/8" Rebar at Set
 Stone)



Detail
 No Scale

LEGEND

- P I = POINT OF INTERSECTION
- P O P L = POINT ON PROPERTY LINE
- - - = PROPERTY LINE

CORNER TIE NOTE.
 P O P L 9+09.49 Bears
 N01°26'06"W 549.03' from the
 Southeast Corner of Section 15

PIPELINE DESCRIPTION IN UTILITY EASEMENT

A PIPELINE RIGHT-OF-WAY LOCATED IN THE SE 1/4 OF SECTION 15, T6S, R93W, 6TH P.M. GARFIELD COUNTY, COLORADO THE CENTERLINE OF SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 15 T6S, R93W, 6TH P.M. WHICH POINT BEARS S00°02'49"E 1168.58' FROM THE EAST 1/4 CORNER OF SAID SECTION (BEING A 1974 COUNTY SURVEYOR BRASS CAP) THENCE S31°50'37"E 1.92', THENCE S00°29'31"E 306.04', THENCE S00°31'01"E 184.72', THENCE S00°30'10"E 395.53' TO A POINT ON THE SOUTH LINE OF LOT 4 OF THE BUCKHORN DRIVE BUSINESS PARK WHICH BEARS N01°26'06"W 549.03' FROM THE SOUTHEAST CORNER OF SAID SECTION (BEING A 5/8" REBAR AT SET STONE) BASIS OF BEARINGS IS THE IS THE SAID WEST LINE OF THE SW 1/4 WHICH IS TAKEN FROM GLOBAL POSITIONING SATELLITE OBSERVATIONS TO BEAR N00°30'59"W A MEASURED DISTANCE OF 2605.44' (THE WEST 1/4 CORNER OF SAID SECTION BEING A 1974 COUNTY SURVEYOR CAP)

ENCANA OIL AND GAS (USA) INC

River Waterline
 Exhibit "A"
 City of Rifle Permit
 Located in SE 1/4 of
 Section 15 T6S, R93W, 6th P.M

(435) 781-2501

Tri State
 Land Surveying, Inc
 180 NORTH VERNAL AVE. VERNAL, UTAH 84078

SURVEYED BY	D.P.	SCALE	1" = 100'
DRAWN BY	L.C.S.	DATE	08-09-04

BASIS OF BEARINGS NOTE.
 Bearings are based on Global Positioning
 Satellite Observations



1/4 Corner 15 1/4
 (1974 County Surveyor
 Brass Cap)

NORTH (G.L.O.)

AAPK
 Lot 4
 Buckhorn Business
 Park

Centerline of
 Proposed Pipeline

2056 48'

70 00
 N89°29'01"E

Buckhorn Drive

Easement

50 00

71 0

70 00
 S89°29'01"W

500.30'59"E 50.00

Schreiner
 Lot 3
 Buckhorn Business
 Park

Point of
 Beginning

Easement
 Boundary Line

Section Line
 N00°30'59"W (Basis of Bearings)
 2605 44' (Measured)

498 96'

LEGEND

- ◆ = SECTION CORNER
- - - = PROPERTY LINE

Section Corner 15 1/4
 22 1/2
 (5/8" Rebar at Set Stone)

DESCRIPTION

AN EASEMENT LOCATED IN THE SW 1/4 OF SECTION 14 T6S R93W, 6TH P.M. GARFIELD COUNTY, COLORADO SAID EASEMENT BEING MORE PARTICULARLY AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 OF SECTION 14 T6S R93W, 6TH P.M. WHICH BEARS N00°30'59"W 498 96' FROM THE SOUTHWEST CORNER OF SAID SECTION (BEING A 5/8" REBAR AT SET STONE) THENCE N00°30'59"W ALONG THE SAID WEST LINE OF THE SW 1/4 50 00' THENCE N89°29'01"E 70 00' THENCE S00°30'59"E PARALLEL TO THE SAID WEST LINE OF THE SW 1/4 50 00' THENCE S89°29'01"W 70 00' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE SAID WEST LINE OF THE SW 1/4 WHICH IS TAKEN FROM GLOBAL POSITIONING SATELLITE OBSERVATIONS TO BEAR N00°30'59"W A MEASURED DISTANCE OF 2605 44' (THE WEST 1/4 CORNER OF SAID SECTION BEING A 1974 COUNTY SURVEYOR CAP)

ENCANA OIL AND GAS (USA) INC

River Waterline
 Exhibit "B"
 City of Rifle Permit
 Located in the SW 1/4 of
 Section 14, T6S, R93W, 6th P.M

(435) 781-2501

Tri State
 Land Surveying, Inc
 180 NORTH VERNAL AVE VERNAL UTAH 84078

SURVEYED BY D P	SCALE 1" = 40'
DRAWN BY LCS	DATE 08-06-04

EXHIBIT C

Length of Proposed Pipeline Easement = 25.07'

Basis of Bearings Note:
 Basis of Bearings is the South line of the SW 1/4 of Section 14, T6S, R93W, 6th P.M. which is taken from Global Positioning Satellite Observations to bear N89°58'45"W a measured distance of 2634.64' (The Southwest Corner of Section 14 Being 5/8" Rebar at Set Stone and the South 1/4 Corner of Section 14 Being a 1974 County Surveyor Cap)



Buckhorn Drive

Proposed Pipeline

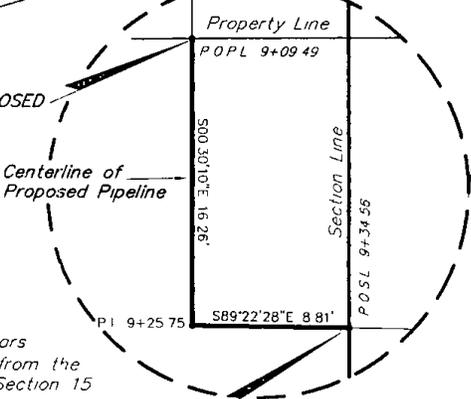
AAPK
 Lot 4
 Buckhorn Business Park

Schreiner
 Lot 3
 Buckhorn Business Park

BEGINNING OF PROPOSED PIPELINE EASEMENT
 STA. 9+09.49
 (At Lot Line)

CORNER TIE NOTE:
 Begin Sta. 9+09.49 Bears
 N01°26'06"W 549.03' from the
 Southeast Corner of Section 15

CORNER TIE NOTE:
 End Sta. 9+34.56 Bears
 N00°30'59"W 532.52' from the
 Southeast Corner of Section 15



END OF PROPOSED PIPELINE EASEMENT
 STA. 9+34.56
 (At Section Line)

LEGEND

- P.I. = POINT OF INTERSECTION
- POSL = POINT ON SECTION LINE
- POPL = POINT ON PROPERTY LINE

DESCRIPTION

A PIPELINE EASEMENT LOCATED IN THE SE 1/4 OF SECTION 15, T6S, R93W, 6TH P.M. GARFIELD COUNTY, COLORADO

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 4 OF THE BUCKHORN BUSINESS PARK BEING LOCATED IN SECTION 15, T6S, R93W, 6TH P.M. WHICH POINT BEARS N01°26'06"W 549.03' FROM THE SOUTHEAST CORNER OF SAID SECTION (BEING A 5/8" REBAR AT SET STONE), THENCE S00°30'10"E 16.26', THENCE S89°22'28"E 8.81' TO A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION WHICH BEARS N00°30'59"W 532.52' FROM THE SAID SOUTHEAST SECTION CORNER. BASIS OF BEARINGS IS THE SOUTH LINE OF THE SW 1/4 OF SECTION 14, T3S, R93W, 6TH P.M. WHICH IS TAKEN FROM GLOBAL POSITIONING SATELLITE OBSERVATIONS TO BEAR N89°58'45"W A MEASURED DISTANCE OF 2634.64' (THE SOUTH 1/4 CORNER OF SECTION SAID 14 BEING A 1974 COUNTY SURVEYOR CAP)

ENCANA OIL AND GAS (USA) INC

River Waterline Pipeline Easement
 Located in SE 1/4 of Section 15, T6S, R93W, 6th P.M.

Tri State Land Surveying, Inc

180 NORTH VERNAL AVE VERNAL, UTAH 84078

(435) 781-2501

SURVEYED BY D.P.	SCALE 1" = 40'
DRAWN BY L.C.S.	DATE 07-21-04

AGREEMENT AND ACKNOWLEDGMENT
OF CONTINUING OBLIGATIONS

THIS AGREEMENT AND ACKNOWLEDGMENT OF CONTINUING OBLIGATIONS (“Acknowledgment”) is made this 6th day of August, 2014, by and between SAVAGE LIMITED PARTNERSHIP I (“Savage LP”) and the CITY OF RIFLE, COLORADO (the “City”).

RECITALS

A. Joan L. Savage (“Savage”) owned certain real property located in the City of Rifle, Colorado more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”). By Ordinance No. 10, Series of 2000 the City annexed the Property to the City of Rifle.

B. Savage and City entered into the *Joan L. Savage Annexation Agreement* (“Annexation Agreement”), dated March 1, 2000 and recorded in the Garfield County Clerk and Recorder’s Office on May 30, 2000 at Reception No. 564203, Book 1189 at Page 829, to set forth terms and conditions regarding obligations of Savage and the City with respect to the City’s annexation of the Property.

C. The Annexation Agreement obligated Savage to construct certain streets and related improvements in connection with Savage’s subdivision and development of the Property.

D. City approved by Ordinance No. 10, Series of 2002 the preliminary plan for phased subdivision and development of the Property. Savage and Savage LP have received approval for subdivision and development of the Property as The North Pasture subdivision, Filings 1 through 5, under the approved preliminary plan.

E. Savage transferred all of her remaining interest in and to the Property to Savage LP prior to City’s approval of The North Pasture, Filing 5 resulting in Savage LP being bound to the terms and conditions of the Annexation Agreement under the terms and conditions thereof.

F. Savage LP has not completed construction of all of the improvements required to be constructed under Section 3.F. of the Annexation Agreement, specifically certain improvements to Sixteenth Street adjacent to the Property.

G. The City has received grant funding for improvement of Sixteenth Street and has elected to construct certain Sixteenth Street related improvements, including certain of the improvements required to be constructed by Savage LP under Section 3.F. of the Annexation Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the parties mutually

undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and s of the parties.

2. No Release from Performance Obligations. Savage LP acknowledges that notwithstanding the City's construction of certain Sixteenth Street related improvements otherwise required to be constructed by Savage LP pursuant to Section 3.F. of the Annexation Agreement, the City has not released Savage LP in any way from performing the unfulfilled construction obligations under said Section 3.F. Savage and Savage LP further acknowledge that the City's construction of certain Sixteenth Street related improvements required to be constructed by Savage LP pursuant to said Section 3.F. will eliminate the need for Savage LP to construct those certain improvements, and agrees that Savage LP shall satisfy its obligation under Section 3.F. to construct the improvements constructed by City by reimbursing City the actual costs City incurs in completing the Section 3.F. improvements.

3. Covenants of Savage LP. Savage LP and the City agree that as a condition of any future application for development of the Property, Savage LP shall pay to the City the City's actual costs incurred in construction of the Section 3.F. Sixteenth Street improvements, estimated to be \$52,300.

4. Covenants of City. The City will undertake construction of the Sixteenth Street related improvements which the City has elected to construct and agrees that it will provide to Savage LP a statement of costs incurred by the City in constructing those improvements no later than thirty (30) days following the completion of construction.

5. Recording. Once executed, this Acknowledgment, including all of its Exhibits, shall be recorded in the real property records of Garfield County, Colorado.

6. Successors and Assigns. This Acknowledgment, together with the agreements and warranties herein contained, shall inure to the benefit of City and its successors and assigns and shall be binding upon Savage LP and their respective successors and assigns.

7. Execution in Counterparts; Electronic Signatures. This Acknowledgment may be executed in several counterparts, including with electronic and/or scanned signatures, each of which will be an original and all of which will constitute one and the same instrument.

8. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Acknowledgment.

9. Notice. Any notice or other information to be given hereunder will be delivered

personally or mailed postage prepaid, return receipt requested, to the following addresses:

Notice to City:	City of Rifle P. O. Box 1908 Rifle, CO 81650
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602
Notice to Savage LP:	Savage Limited Partnership I c/o John Savage P.O. Box 1926 Rifle, CO 81650

10. Annexation Agreement in Full Force and Effect. Except as provided otherwise herein, all terms and conditions of the Annexation Agreement remain unaltered and in full force and effect. In the event of an inconsistency between this Acknowledgment and the Annexation Agreement, the provisions of this Acknowledgment shall govern.

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

EXECUTED and effective on the date set forth above.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

Clerk

SAVAGE LIMITED PARTNERSHIP I

By: _____
Name: John W. Savage
Title:

EXHIBIT A

A PARCEL OF LAND BEING THE NE1/4NE1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, THE POINT OF BEGINNING;
THENCE S 00°54'34"E, ALONG THE EASTERLY LINE OF SAID SECTION 9, 1,319.48 FEET TO THE NORTH 1/16TH CORNER OF SECTION 9 AND SECTION 10;
THENCE S89°44'53"W, ALONG THE SOUTHERLY LINE OF SAID NE1/4NE1/4, 1,332.40 FEET TO THE NORTHEAST 1/16TH CORNER OF SECTION 9;
THENCE N00°35'02"W, ALONG THE WESTERLY LINE OF SAID NE1/4NE1/4, 1,318.96 FEET TO THE EAST 1/16TH CORNER OF SECTION 4 AND SECTION 9;
THENCE N89°43'43"E ALONG THE NORTHERLY LINE OF SECTION 9, 1,324.90 FEET TO THE POINT OF BEGINNING.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 15
SERIES OF 2014**

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF
RIFLE, COLORADO, ADOPTING A POLICY REGARDING REQUESTS
FOR INSPECTION AND PRODUCTION OF THE PUBLIC RECORDS OF
THE CITY OF RIFLE PURSUANT TO THE COLORADO OPEN RECORDS
ACT.

WHEREAS, the State of Colorado has adopted the Colorado Open Records Act (the “Act”) at C.R.S. §§24-72-200.1 to 24-72-206; and

WHEREAS, as set forth in the Act, it is the public policy of the State of Colorado that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by the Act or other applicable law; and

WHEREAS, the Act establishes the grounds under which the custodian of the public records of the City of Rifle (the “City”) shall allow or deny inspection of the City’s public records and the procedures therefore; and

WHEREAS, the Act provides that the City’s custodian of public records may make rules regarding the inspection of the City’s public records as are reasonably necessary for the protection of the City’s public records and the prevention of unnecessary interference with the regular performance of duties by the City custodian of public records or the employees of the office of the City’s custodian; and

WHEREAS, the Act provides that the City’s custodian of records may charge fees for the retrieval and research of the City’s public records, including the time it takes to identify and segregate records that need not be disclosed, and for the manipulation of data and production of copies of the City’s public records pursuant to a request under the Act; and

WHEREAS, House Bill 14-1193 amended §24-72-205 of the Act to require that the City’s custodian of public records shall either post on the custodian’s website or otherwise publish a written policy that specifies the applicable conditions concerning the research and retrieval of public records by the custodian, including the amount of any current fee; and

WHEREAS, the City Council desires to adopt a written policy and rules regarding inspection of the City’s public records and the fees for production thereof, including the City’s fees for the research, retrieval, identification, and segregation of City public records which need not be disclosed pursuant to a request.

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

Section 1. The “City of Rifle Open Records Policy and Procedures” as attached

hereto is hereby adopted and is to be published on the City's website and used in the City's response to open records requests submitted to the City.

Section 2. This Resolution shall take effect immediately upon its passage.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 6th day of August, 2014.

CITY OF RIFLE, COLORADO

By: _____
Randy Winkler, Mayor

ATTEST:

Lisa Hamilton, City Clerk

CITY OF RIFLE OPEN RECORDS POLICY AND PROCEDURES

1. Intent.

It is the policy of the City of Rifle (the “City”) that all public records shall be open for inspection by any person at reasonable times, except as provided by the Colorado Open Records Act §24-72-201, *et seq.*, C.R.S. (the “Act”) or by other laws or court order. In the event the Act is amended, this Policy will be deemed amended to be consistent with the amended Act.

Pursuant to the Act, this Policy sets forth City rules, regulations and policies that are reasonably necessary for the protection of public records, for the prevention of unnecessary interference with the regular performance of duties by the City’s custodian of records and the employees of the City custodian’s office, and for enabling timely access to public records of the City that are subject to disclosure under the Act.

2. Definitions.

The definitions provided in §24-72-202, C.R.S., as amended from time to time, shall apply in and to this Policy unless the context clearly requires a different meaning.

3. Procedure.

A. The City Clerk is the official custodian of all public records maintained by the City, except that the City’s Police Department, through its Chief of Police and/or Records Clerk, administers criminal justice records as defined by C.R.S. §24-72-302. The maintenance, inspection and dissemination of the criminal justice records shall be in accordance with state statutes and the policy and procedures promulgated by the City of Rifle Police Department.

B. The City has determined that the use of an official public records request form prescribed by the City Clerk is necessary for the efficient handling of requests of the City Clerk made under the Act. The City’s public records request form is available from the City Clerk and shall be made available on the City’s internet website, if any.

C. The City’s public records request form must be filed with the City Clerk to initiate a request for public records under the Act. Public records requests not made on the prescribed form or made to any person other than the City Clerk or employees of the City Clerk’s office will not be accepted. Requests may be mailed or sent via facsimile.

Requests made via electronic mail will not automatically be accepted. The City Clerk, at the City Clerk's sole discretion, may accept public record request forms sent via e-mail.

D. All requests for records must be specific as to the records sought and the relevant dates. Requests for correspondence must identify the parties to the correspondence. For any request that is vague or broadly stated the City Clerk may require the party making the request to provide a more specific request.

E. If a requesting party is unable to identify the specific document(s) sought, the requesting party is encouraged to contact the City Clerk in advance of submitting the request for assistance in providing the requisite specificity.

4. Time for Response to Public Records Requests.

A. Upon the receipt of a public records request, the City Clerk shall set a date and hour when the requested public records will be available for inspection. The normal time for production of documents by the City shall be three (3) working days. Such period shall begin on the first business day after the request is received. The date that a written request is received by the City Clerk will constitute the date of receipt. The date on which the City Clerk provides confirmation and approval of receipt of an e-mailed public records request shall be constitute the date of receipt of the e-mailed request. Notwithstanding the foregoing, requests received outside of normal business hours, on holidays, and over weekends will be deemed received no earlier the next business day.

B. The period within which the City Clerk must make the requested documents available for review may be extended for an additional seven working days if the City Clerk determines that one of the extenuating circumstances described in §24-72-203(3)(b)(I) – (III) of the Act exists. A finding by the City Clerk that an extenuating circumstance exists shall be provided to the requesting party in writing within the first three working days after receipt of the party's public records request. In no event can extenuating circumstances apply to a public records request which relates to a single, specifically identified document.

C. If the public records requested are not in the custody or control of the City Clerk, the City Clerk shall immediately notify the person requesting the records of this fact. Such fact shall be communicated in writing if written communications are requested by the person making the public records request. Any such notification by the custodian shall state in detail to the best of the City Clerk's knowledge and belief the reason for the

absence of the records from the City Clerk's custody or control, the location of the records, and who has custody or control of the records.

D. If the public records requested are in active use or are in storage and, therefore, are not immediately available, this fact shall be immediately communicated by the City Clerk to the person requesting the records. Such fact shall be communicated in writing if written communications are requested by the person making the public records request.

E. When the requested documents have been compiled, the City Clerk will notify the person making the request of the completion of the request response, the availability of the records, and the cost of service, including copying charges and research and retrieval or other fees that may be applicable to the request. Records subject to nondisclosure by law or under the Act will be withheld from inspection as provided by the Act.

F. If the estimated cost of complying with the public records request is \$50.00 or more, the City Clerk will require the person making the request to pay a deposit toward the City's estimated cost of compliance with the request prior to the City fulfilling the request. The City Clerk will return any amount of the deposit in excess of the actual costs, and shall collect any amount by which the actual costs exceed the amount deposited. No copies shall be released until all amounts due have been paid.

G. The City Clerk shall notify the City Council of receipt of all public records requests and action taken thereon. The City Clerk shall also maintain a master log of all records requests under the Act.

5. Schedule of Fees.

A. In all cases in which a person has the right to inspect a public record, the person may request a copy, printout, or photograph of the record. The City Clerk shall furnish a copy, printout, or photograph of the record and shall charge a fee as specified in this section. In the event production of a copy of the record exceeds the costs set forth in this section, including copies made utilizing an outside source, the party making the request will be charged the actual cost to provide the copy.

B. The City Clerk shall charge to the person making the public records request the cost of research and retrieval services in excess of one hour which are provided by the City pursuant to the public records request. The City Clerk will charge \$30.00 per hour of research and retrieval for such services exceeding one hour provided. Such research and retrieval services includes identification and segregation of documents that need not

be disclosed. Multiple requests for public records may be aggregated together for purposes of determining the applicability of research and retrieval fees.

C. The City Clerk will return any amount of the deposit made pursuant to section 4 which is in excess of the actual charge, and the City Clerk shall collect any amount by which the actual charge exceeds the amount deposited. No copy shall be released by the City until all amounts due have been paid.

Cost for research, retrieval and related services:

Scanning /B&W copies	\$0.25 per page (one sided, up to 11 x 17 Duplex copies are charged as two copies but are provided whenever possible.)
Colored copies	\$1.00 per page (one sided, up to 11 x 17 Duplex copies are charged as two copies but are provided whenever possible.)
Certified copies	\$1.00 additional per document
CD/DVD	\$5.00 (CD/DVD provided by City No outside media collection devices will be introduced into the City's computer system for purposes of copying records, including but not limited to external drives or disks.)
Large format copies	Actual cost
B&W maps	Actual cost
Mylars	Actual cost
Research and retrieval fee	\$30.00 per hour (for time required in excess of one hour, billed in fifteen minute increments)
Legal review	Actual cost

6. Closure of Request.

A public records request is deemed closed by the City under any of the following scenarios:

A. After records made available for inspection have been inspected by the party making the request and no copies of these records have been requested;

B. After records made available for inspection have been inspected by the party making the request and requested copies have been provided consistent with this Policy;
or

C. After records have been made available for inspection for ten business days and the requestor has (i) failed to make arrangements for inspection; (ii) failed actually to

inspect the records after arrangements have been made; or (iii) failed to provide advance payment as required.

D. A party making a request whose request has been closed under this section and who still wishes to inspect the same records must submit a new request.



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

From: Lisa Hamilton, City Clerk

Date: Thursday, July 24, 2014

Subject: Special Event Liquor Permit: Roaring Fork Rotary Club Foundation, Inc. – Fiesta Day at Garfield County Fair

Roaring Fork Rotary Club Foundation, Inc. has applied for a Special Event Permit to serve liquor on Fiesta Day at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue from noon to 7:00 p.m. on August 10, 2014.

The following criteria have been met by the applicant:

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

The City did not receive any protest about the application within 10 days after notice of the application was posted. Staff does not object to Council's approving the permit.

Staff recommends that Council:

- 1) Cancel the public hearing scheduled on its August 6, 2014 agenda on this application; and
- 2) Approve a Special Event Permit for Roaring Fork Rotary Club Foundation, Inc. to serve liquor at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue on August 10, 2014 from noon to 7:00 p.m.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Roaring Fork Rotary</i>	State Sales Tax Number (Required) <i>30-046083</i>
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>P.O. Box 2871 Greenwood Springs, CO 81602</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>1001 Railroad Ave. Rifle, CO 81650</i>
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Milton A. Mendez</i>			

5. EVENT MANAGER <i>Sen Raduega (Always meeting time)</i>	
--	--

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

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input type="checkbox"/> Yes <input type="checkbox"/> No				
LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT				
Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>8/10/14</i>				
<i>12:00 p.m.</i>				
<i>7:00 p.m.</i>				

OATH OF APPLICANT

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>07-01-14</i>
---------------------------------	---------------------------	-------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- ~~Appropriate fee:~~ \$100 fee payable to City of Rifle*
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
- City of Rifle Special Events Liquor Permit Application

FORTY-FIVE (45)

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST ~~THIRTY (30)~~ **THIRTY-FIVE (45)** DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- ~~AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.~~
- ~~CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE~~

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

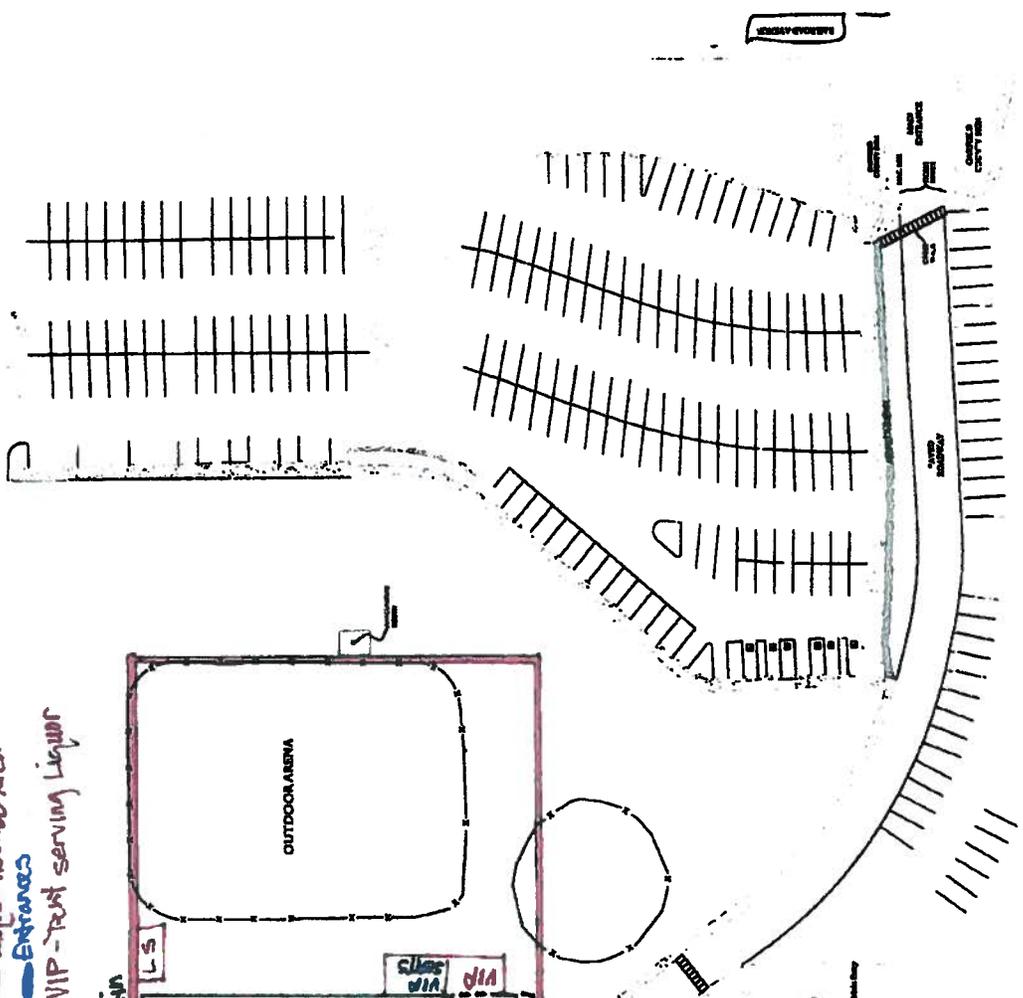
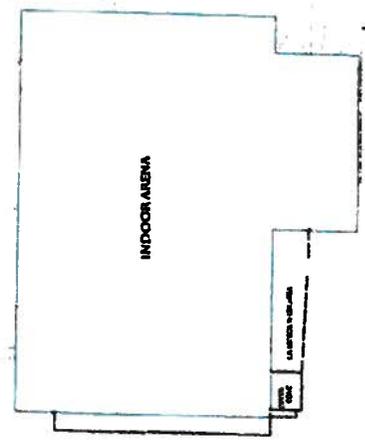
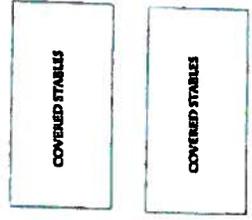
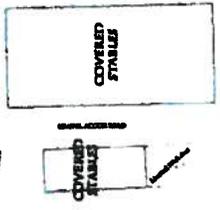
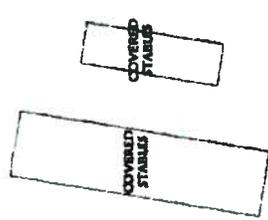
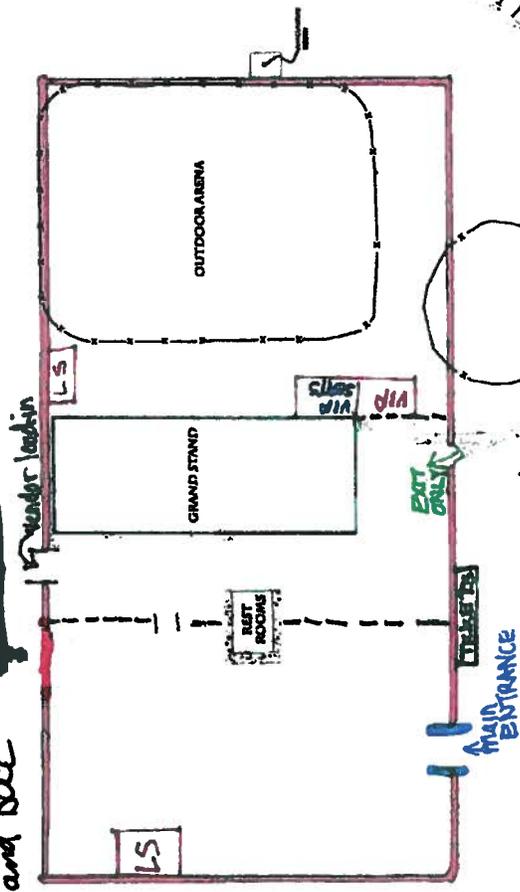
If an event is cancelled, the application fees and the day(s) are forfeited.

*Applicant is also responsible for paying the actual costs of providing notice of public hearing.

Liquor Licensing Area

and alternate Main Entrance
Approved by Fair Board and BOCC

- LS - Liquor Sales
- Liquor license Area
- Entrances
- VIP - Test serving Liquor



07/24/2014

To Whom It May Concern,

I, Dave Ebeler, Manager of the Garfield County Fairgrounds, grant permission to Roaring Fork Rotary to serve alcoholic beverages at the fairgrounds, August 10, 2014 12pm-7pm during the Garfield County Fair.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Ebeler", written in a cursive style.

Dave Ebeler

Garfield County Fairgrounds Manager

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Roaring Fork Rotary Club Foundation Inc

is a **Corporation** formed or registered on 04/13/2001 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 20011076231.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/11/2014 that have been posted, and by documents delivered to this office electronically through 03/12/2014 @ 16:38:30.

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 03/12/2014 @ 16:38:30 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8789308.



A handwritten signature in cursive script, 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/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

City of Rifle
Special Event Liquor Permit Application

Name of Applicant / Organization:

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? *Sunday, August 10th, 2014.*
2. Describe your event. *Fiesta Day is a celebration of Latino heritage as the final day of the Garfield County Fair & Rodeo. The day will have a rodeo, live music, family entertainment, food and retail vendors.*
3. Explain the nature of your organization, its function, and who or what benefits from its operations. *Roaring Fork Rotary is a chartered non-profit from Rotary International that promotes cultural awareness, understanding and appreciation of different cultures in the Roaring Fork Valley. People who most benefit from our operations are students because we focus on awarding scholarships on a yearly basis.*
4. Who or what organization will be the recipient of funds derived from this event? *Club Rotario (Roaring Fork Rotary) & La Nueva Mix Radio Station*
5. How many attendees do you expect at this event? *1500*
6. Describe the premises at which this event will take place. *Garfield County Fairgrounds*
7. What security measures will you take to ensure your event will be safe for all participants? *Security + Police on hand all day. Volunteers in the crowd. Ticket personnel will be on alert for any patrons who have consumed alcohol prior to buying a ticket. A bag check will also be conducted prior to entrance.*
8. How many security personnel will be on hand? *8-12 hired officers per the Fair Board + 4 police*
9. How will security personnel be identified? *Uniforms*
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked? *The event will be fenced. Security personnel will be at each entrance + exit.*

11. What type of entertainment will be provided, if any, for this event? *Three live bands and local Folkloriko Dancers*

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

10's will be checked at the bar. All guests over 21 who wish to drink must have a red wristband. Drinks will be served in red plastic cups

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

Security police on site will observe general conduct. Bar servers will observe multiple visits to the bar + cut off guests as needed. Staff will also observe conduct throughout the day.

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

*Milton Mendez - TIPS trained Chris Pooley - TIPS trained
Khas Kochel - TIPS trained Julian Halderer - TIPS trained
Michael Cattel - TIPS trained Sen Quevedo - TIPS trained*

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

Water + sodas and food will be available for sale from 5-10 food vendors during the event.

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

In the Fair Booklet, advertised on the radio on La Nueva mix, online on the La Nueva mix page. Also through posters around Garfield, Eagle + Pitkin Counties.

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

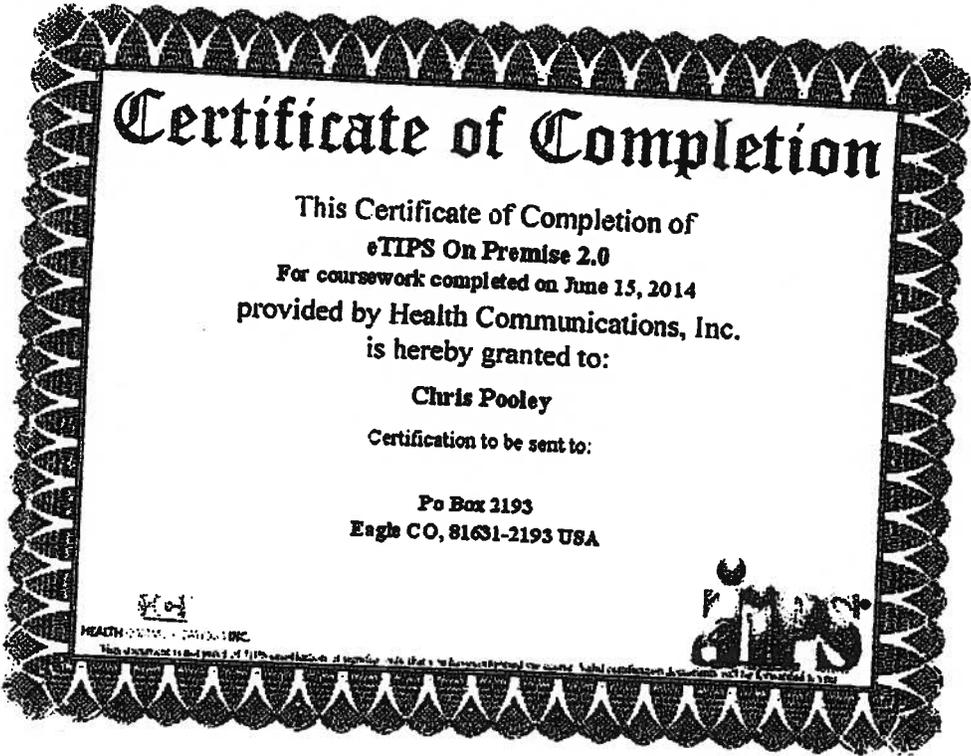
I certify that I am familiar with the provisions of: (1) Title 12, Article 48 of the Colorado Revised Statutes; and (2) Sections 6-5-120, 6-5-170, 10-8-70, and 10-8-80 of the Rifle Municipal Code, which govern special event liquor permits.

Signature:

Date:

Print Main Menu

Do not click Back-Space to leave this window





TIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 8/7/2013 Expires: 8/7/2016
ID#: 3542154 D.O.B.: XX/XX/XXXX

Milton A Mendez
187 Orchard Ln
Glenwood Springs, CO 81601-2570

For service visit us online at www.gettips.com



To: Honorable Mayor and Rifle City Council; Matt Sturgeon, City Manager
From: Lisa Hamilton, City Clerk
Date: Thursday, July 24, 2014
Subject: Application to Transfer Ownership of Liquor License – El Kora Mexican Restaurant

The current registered manager of El Kora Mexican Restaurant, Gustavo Casanova, has filed an application to transfer to himself the ownership of the Hotel and Restaurant Liquor License held by Arturo Saucedo d/b/a El Kora Mexican Restaurant at 160 East 26th Street.

The Liquor Code provides that, in determining whether to permit a transfer, Council may consider ONLY whether the new owners are prohibited as licensees because of the following:

- *Character, reputation, or record* – A license cannot be issued to any person who is not of good moral character.
Within the last year, the City conducted a background check on Mr. Casanova, when Mr. Saucedo registered Mr. Casanova as the manager. The background check results on Mr. Casanova were acceptable.
- *Position* – A license cannot be issued to any peace officer or any employees of the Colorado Liquor Enforcement Division.
Mr. Casanova is not a peace officer or an employee of the Colorado Liquor Enforcement Division.
- *Age* – A license cannot be issued to anyone under age 21.
Mr. Casanova is not under age 21.
- *Multiple ownership* – Liquor store licensees cannot have any interest in any other type of license other than arts or public transportation licenses.
Mr. Casanova does not have any interest in any other type of license.

Council may not consider other issues that it considered when the original license was issued, such as the reasonable requirements of the neighborhood.

Pursuant to Code Section 6-5-80(c), **I recommend that Council approve the transfer.**

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
 • LOCAL LICENSE FEE \$ _____
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Fein Number
 CAUSTAVO A. CASANOVA Apply for

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
 EL Kora Mexican Restaurant 624-20-5736 (970) 625-0358

3. Address of Premises (specify exact location of premises)
 160 E 26th St

City Rifle County Garfield State CO ZIP Code 81650

4. Mailing Address (Number and Street) City or Town State ZIP Code
 Same as above

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA) Present State License No. Present Class of License Present Expiration Date
 EL Kora Mexican Restaurant 470 0099 Hotel + Restaurant 08/21/2014

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input checked="" type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____
			1990	<input type="checkbox"/>	Club License (City)
			1991	<input type="checkbox"/>	Club License (County)
			2010	<input type="checkbox"/>	Tavern License (City)
			2011	<input type="checkbox"/>	Tavern License (County)
			2012	<input type="checkbox"/>	Manager Registration - Tavern
			2020	<input type="checkbox"/>	Arts License (City)
			2021	<input type="checkbox"/>	Arts License (County)
			2030	<input type="checkbox"/>	Racetrack License (City)
			2031	<input type="checkbox"/>	Racetrack License (County)
			2040	<input type="checkbox"/>	Optional Premises License (City)
			2041	<input type="checkbox"/>	Optional Premises License (County)
			2045	<input type="checkbox"/>	Vintners Restaurant License (City)
			2046	<input type="checkbox"/>	Vintners Restaurant License (County)
			2220	<input type="checkbox"/>	Add Optional Premises to H & R
			2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background
					\$ _____ X _____ Total _____
					\$ _____ X _____ Total _____
					\$ _____ X _____ Total _____

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

LIABILITY INFORMATION					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through
				FROM	(Expiration Date)
				TO	
State	City	County	Managers Reg		
-750 (999)	2180-100 (999)	2190-100 (999)	-750 (999)		
Cash Fund New License		Cash Fund Transfer License		TOTAL	
2300-100		2310-100			
(999)		(999)			
				\$	

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

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

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

I. APPLICANT INFORMATION

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

II. DIAGRAM OF THE PREMISES

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

III. PROOF OF PROPERTY POSSESSION

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

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

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

V. CORPORATE APPLICANT INFORMATION (If Applicable)

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

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

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

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

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

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

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

Filed as to Private Securities

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 <input type="checkbox"/> No <input checked="" type="checkbox"/>								
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.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>								
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.	<input type="checkbox"/> <input checked="" type="checkbox"/>								
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?	<input type="checkbox"/> <input checked="" type="checkbox"/>								
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.	<input type="checkbox"/> <input checked="" type="checkbox"/>								
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? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input checked="" type="checkbox"/> <input type="checkbox"/>								
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">Landlord ZL Properties, LLC</td> <td style="width:33%; padding: 2px;">Tenant GAUSTAVO A. CASARODIA</td> <td style="width:34%; padding: 2px;">Expires 01/31/15</td> </tr> </table>	Landlord ZL Properties, LLC	Tenant GAUSTAVO A. CASARODIA	Expires 01/31/15						
Landlord ZL Properties, LLC	Tenant GAUSTAVO A. CASARODIA	Expires 01/31/15							
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.									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:15%;">FEIN OR SSN</th> <th style="width:35%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">N/A</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	N/A				
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST						
N/A									
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									
Has a local ordinance or resolution authorizing optional premises been adopted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)									
14. Liquor Licensed Drug Store applicants, answer the following:									
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
15. Club Liquor License applicants answer the following and attach:									
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
(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?	<input type="checkbox"/> <input checked="" type="checkbox"/>								
(c) How long has the club been incorporated? (Three years required) _____	<input type="checkbox"/> <input checked="" type="checkbox"/>								
(d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?	<input type="checkbox"/> <input checked="" type="checkbox"/>								
16. Brew-Pub License or Vintner Restaurant Applicants answer the following:									
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
17a. Name of Manager (for all on-premises applicants) <u>GAUSTAVO A. CASARODIA</u> 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 <div style="border: 1px solid black; padding: 2px; display: inline-block;">12/11/1970</div>								
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>								
18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.									
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>									

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*

*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

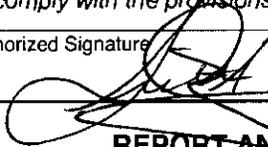
Additional Documents to be submitted by type of entity

- 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
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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 OWNER	Date 07/18/14
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

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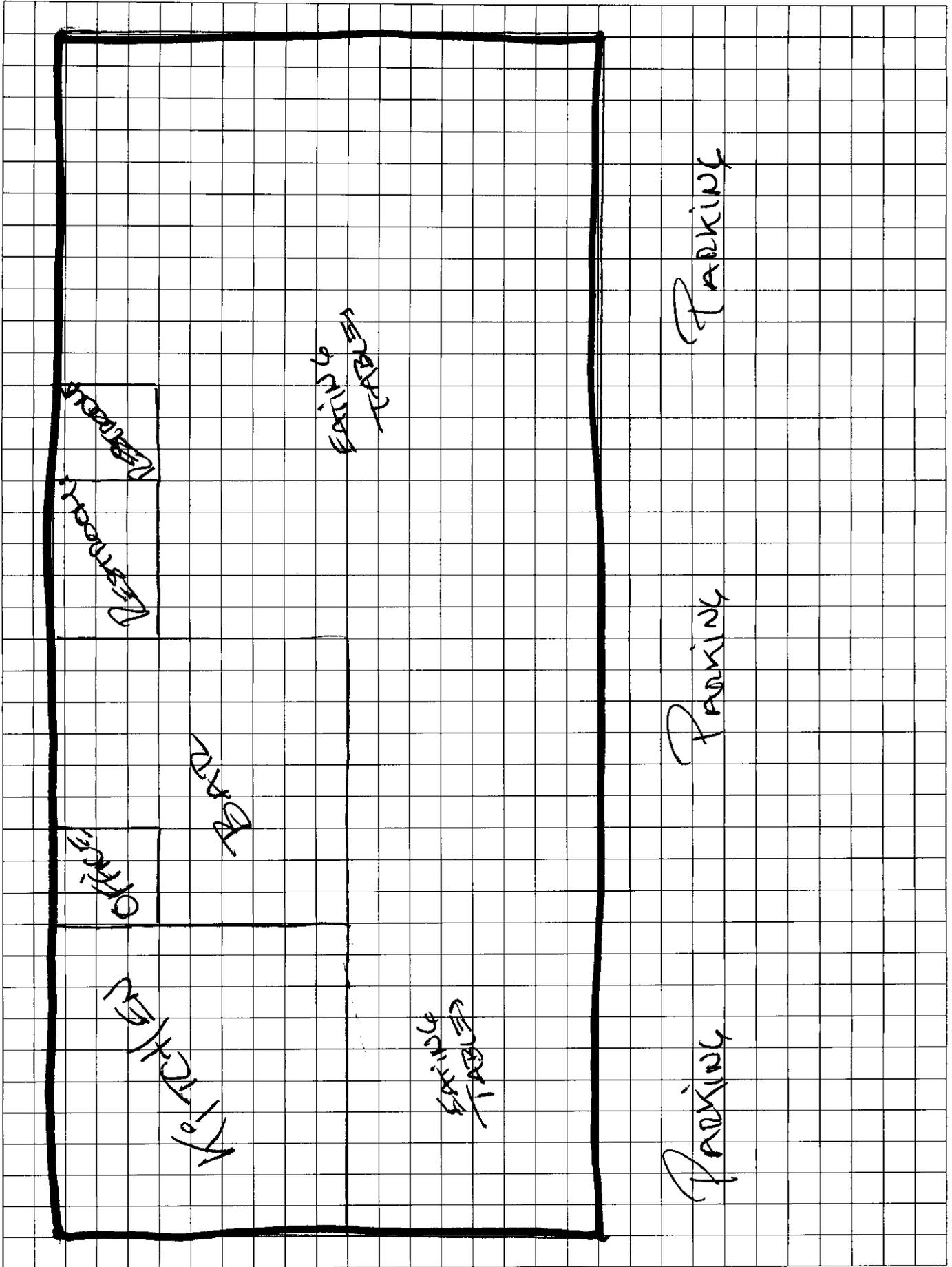
THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- | | | |
|---|--------------------------|--------------------------|
| That each person required to file DR 8404-I (Individual History Record) has: | Yes | No |
| <input type="checkbox"/> Been fingerprinted | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | <input type="checkbox"/> | <input type="checkbox"/> |
| 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"/> | <input type="checkbox"/> |
- (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

DIAGRAM OF PREMISES



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 10th day of December, 2011, by and between ZL Properties, LLC, a Colorado limited liability company ("Landlord") and Gustavo Casanova ("Tenant").

1. PREMISES.

In consideration of Tenant's payment of rent and keeping the promises required by this Lease, Landlord leases to Tenant, for the term and upon the conditions of this Lease, the Leased Premises located at 160 East 26th Street, Rifle Colorado 81650, (the "Building") and more specifically described as: approximately 3000 square feet located in unit four of the Building on the property above described.

2. TERM.

a. Original Term. The original term of this Lease will be for six (6) months commencing on August 1, 2014, and ending on January 31, 2015. If Tenant continues to hold possession after expiration of the term of this Lease, then such holding over will not be deemed a renewal of the Lease for the whole term, but Tenant will be deemed to be a Tenant from month-to-month only, at the monthly rent determined according to the RENT ESCALATOR described in paragraph 8 of this Lease. EXCEPT that Landlord may, at its option elect to increase the rent for such holdover period above that described in paragraph 8 of this Lease upon ten (10) days written notice to Tenant.

b. Option to Extend Term. Tenant will have an option to extend the term of this Lease for one (1) additional term of one (1) year. The option to extend must be exercised by Tenant notifying Landlord in writing no less than ninety (90) days and no more than one hundred and twenty (120) days prior to the expiration of the then effective lease term. The requirements, provisions and obligations of Tenant for the extended term will be the same as for the prior term except that the Base Rental will be adjusted based upon mutual written agreement of the Parties. If Tenant fails to provide the written notice required by this paragraph, then Landlord will not be required to grant any further extension of the Lease term to Tenant, and Landlord may relet or retake possession of the Leased Premises without any further liability or obligation to Tenant, and this Lease will expire and terminate at the end of the existing term.

3. RENTAL.

a. Tenant agrees to pay Landlord Base Rent according to the following schedule: in monthly installments of One thousand six hundred and no/00 dollars (\$1600.00), in advance without setoff, prior notice, or demand, on or before the first day of each month.

b. Tenant agrees to pay as Additional Rent the amounts set out in Paragraph 6.

c. All rental payments will be paid by Tenant to Landlord at: 475 County Road 167, Glenwood Springs, Colorado 81601, or at such other place as Landlord may designate in writing.

d. If any installment of Base Rent or Additional Rent is not paid within five (5) days of when due, the Landlord will be entitled to collect a late fee of (\$75.00) Dollars. Such late fee will be due and payable immediately as Additional Rent without notice or demand from the Landlord. Furthermore, any installment more than ten (10) days past due will bear interest at the rate of 18% per annum, over and above the late fee.

4. SECURITY DEPOSIT: Tenant has paid to Landlord a Security Deposit in the amount of Two thousand and no/00 dollars (\$2000.00), prior to signing this Lease to be held by Landlord as security for the faithful performance by Tenant of all the promises and conditions of this Lease, which security deposit will be handled as follows:

a. If Tenant defaults with respect to any provision of the Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may, but will not be required to, apply the security deposit to any unpaid rent or use the security deposit for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including Landlord's attorney's fees and costs. If any portion of the security deposit is so used or applied, Tenant will, within five (5) days after written demand, deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so will be a material breach of this Lease. Landlord will not be required to maintain Tenant's security deposit separate from its general funds, and Tenant will not be entitled to interest on the deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, and leaves the Leased Premises in as good and clean a condition as when the Tenant first took possession (ordinary wear and tear excepted), the security deposit or any balance thereof will be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interest hereunder if Landlord permits an assignment) within sixty (60) days of the expiration of this Lease term.

b. In the event the Landlord, its successor or assigns, sells, leases, or otherwise conveys the property of which the Leased Premises are a part during the term of this Lease or any renewals or extensions, Tenant hereby gives its consent to the Landlord, its successors or assigns, to deliver the security deposit to the subsequent Landlord, without the necessity of obtaining further consent from the Tenant upon transfer of funds. Tenant agrees to hold the Landlord harmless from any claim for the security deposit transferred to any successor or assign which assumes Landlord's obligations under this Lease.

5. USE OF PREMISES. Tenant will use the Leased Premises only for a restaurant, and landlord hereby warrants that the Leased Premises are suitable for such occupancy.

6. ADDITIONAL RENT, UTILITIES, SERVICES, MAINTENANCE AND REPAIR.

a. In addition to the Base Rent, as Additional Rent, the Tenant agrees to pay for all services and utilities used by the Tenant on the Leased Premises, which to the extent possible Tenant will put in its name, from and after the delivery of possession by Landlord. Costs and services to be paid by Tenant include without limitation electricity, gas, telephone, cable T.V., water, sewer, trash service, and Tenant's signage.

b. Tenant agrees to maintain in good repair and in a clean and sanitary condition and at Tenant's sole expense, everything within the interior of the Leased Premises, including, but not limited to, the interior walls and floors, plumbing, electrical wiring, heating equipment, all interior and exterior windows and doors, and all utilities installed within the Leased Premises. Tenant further agrees to keep the exterior of the Building and Property adjacent to the Leased Premises in a clean, sightly, and sanitary condition and to not permit the accumulation of trash, waste or debris in the alley areas behind the Building, or in any adjacent parking areas, trash receptacles and sidewalks.

c. If Tenant refuses or neglects to clean or maintain the Leased Premises, or any part thereof, and the adjacent areas as described in subparagraph c above, in a manner reasonably satisfactory to Landlord, Landlord will have the right, upon giving Tenant ten (10) days written notice of its election to do so, to make such repairs or perform such maintenance or cleaning on behalf of and for the account of Tenant. In such event such work will be paid for by Tenant as Additional Rent promptly upon receipt of the bill.

d. To the extent the Tenant is not required to do so hereunder, Landlord will keep the common areas, parking areas and landscaping in a neat, clean and orderly condition, properly lighted and landscaped, and will repair any damage to common areas and Building facilities and equipment serving the entire Building.

e. Upon termination of this Lease, the Tenant will redeliver the Leased Premises to the Landlord in good order, condition and state of repair, ordinary wear and tear excepted.

7. TAXES.

a. Landlord will pay when due all taxes and assessments levied against the real property and Building.

b. Tenant will pay when due all taxes levied against personal property and trade fixtures on or about the Leased Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property and if Landlord pays the same, which Landlord will have the right to do regardless of the validity of such levy, or if the assessed value of Landlord's Leased Premises is increased by the inclusion of a value placed on such increased assessment, Tenant, upon demand,

10. LANDLORD'S LIABILITY. The Landlord will not be liable to the Tenant for any loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from fire, explosion, storage tanks, falling wallboard, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing or from the roof, street or subsurface, or from any other place or any other cause; Tenant, as a material part of the consideration for this Lease, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises, from any cause, except for Landlord's warranties contained in Paragraph 5, and Tenant waives all claims in respect thereto against Landlord.

11. INSPECTION AND ENTRY. The Tenant agrees that the Landlord and its authorized representatives may upon reasonable notice and when accompanied by Tenant enter the Leased Premises during reasonable hours for the purposes of inspecting the Leased Premises. The Tenant further agrees that the Landlord may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or that the Landlord may deem necessary to prevent waste or deterioration of the Leased Premises, showing the Leased Premises to a prospective purchaser or Tenant, to make changes, alterations or repairs which Landlord will deem necessary for the protection, improvement or preservation of the Leased Premises to make changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the Leased Premises, or to post any notice provided for by law, or otherwise to protect any and all rights of Landlord. Nothing herein will imply any duty on the part of the Landlord to do any work which under any provision of this Lease the Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. The Landlord will minimize disruption to Tenant's business when entering the Leased Premises under terms of this paragraph. In the event Landlord makes or causes any such repairs to be made which under any provision of this Lease are the responsibility of Tenant, Tenant will pay the cost thereof to Landlord as additional rent promptly upon receipt of a bill.

12. COMPLIANCE WITH LAWS. Tenant will not commit or permit to be committed any waste upon the Leased Premises, and will not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law. Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. A judgment of any Court of competent jurisdiction or the admission of Tenant to any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such law, ordinance requirement or order in the use of the Leased Premises, will be conclusive of the fact as between Landlord and Tenant.

13. ALTERATIONS.

a. Tenant will not make or permit to be made any material alterations of, changes in, or additions to the Leased Premises without the prior written consent of Landlord. All alterations, additions and improvements made by Tenant to or on the

will repay to Landlord taxes so levied against Landlord, or the proportion of such taxes resulting from such increase in the assessment.

8. RENT ESCALATOR. The Base Rent during the 1-year option term, if Tenant exercises its option to renew, will be adjusted based upon mutual written agreement of the Parties.

9. COMMERCIAL LEASE INSURANCE:

a. Landlord will maintain special form property insurance on the shell and core of the Building in such amounts, from such companies, and on such terms and conditions, as Landlord deems appropriate, from time to time. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture and furnishings nor on any fixture or equipment removable by Tenant under the provisions of this Lease or any other improvements installed in the Leased Premises by or for Tenant and that Landlord will not be obligated to repair any damage thereto or replace the same.

b. Tenant will obtain and maintain throughout the term of this Lease insurance against fire and other such risks (but excluding coverage for earthquake, flood, landslide and ordinary wear and tear) on all of Tenant's property and all furniture, fixtures, and personal property on the Leased Premises.

c. In addition to the above, Tenant will obtain and maintain throughout the term of this Lease a comprehensive general liability policy, including protection against death, personal injury and property damage, issued by an insurance company qualified to do business in the State of Colorado, with a single limit of not less than \$1,000,000.

d. All liability or general casualty policies of insurance required to be carried by Tenant hereunder will name Landlord as an additional insured. Each such policy will provide that the same may not be canceled or modified without at least twenty (20) days' prior written notice to Landlord. Tenant will deliver from time to time certificates evidencing that such insurance is in force and effect. The limits of insurance will not, under any circumstances, limit the liability of Tenant hereunder.

e. Landlord and Tenant mutually waive and release their respective rights of recovery against each other for (a) any loss on the Leased Premises or personal property insured by any insurance coverage required by the terms of this Lease; and (b) all loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefor), increased or additional costs of operation of business or other costs or expenses whether similar or dissimilar which are capable of being insured against under business interruption insurance whether or not carried. Each party will apply to their insurers to obtain waivers and obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver, and will bear the cost therefor.

Leased Premises will be made at the sole cost and expense of Tenant. Except for unattached moveable business fixtures owned by Tenant, any improvements will become the property of Landlord, unless, prior to vacating the Leased Premises, Tenant removes such fixtures and returns the Leased Premises to the same condition as existed at the inception of the Lease. Landlord may require the Tenant to remove any alterations or improvements upon termination of the Lease, and Tenant agrees to restore the Leased Premises to the same good order and condition in which they were at the commencement of this Lease.

b. Tenant must furnish Landlord with the plans and specifications with respect to any alterations, additions and improvements to the Leased Premises at least four (4) weeks prior to the commencement of such work. Landlord agrees to review and approve or disapprove the plans within three (3) weeks of receipt. If Landlord fails to respond within such time, approval will be deemed to have been given. Tenant must also provide copies of all required permits for construction or any other work from any governmental entity having jurisdiction over the Leased Premises. In no event will work commence without notice of commencement to Landlord. No substantial deviation from any approved plans and specifications will be made by Tenant without Landlord's prior written consent. Approval of the plans and specifications by Landlord will not constitute the assumption of any responsibility by Landlord that the plans are sufficient or are in compliance with any law, nor will Landlord be deemed liable for any costs or expenses for such alterations, including, but not limited to any costs of materials or amounts due to contractors, subcontractors, agents or employees of Tenant. As the approved work progresses, Tenant will also provide Landlord with copies of all inspection reports and other materials prepared by any governmental entity inspecting or having jurisdiction over the Leased Premises. If a certificate of occupancy is required, Tenant will provide copies of such certificate to Landlord at the completion of the work. Tenant agrees that it is a material condition of Landlord's approval of any alteration or improvement that Tenant fully and completely comply with all ordinances, regulations, fire codes, building codes, and other applicable regulations in performing and completing any alteration or work on the Leased Premises for which any permit or governmental approvals are required. Landlord may investigate and notify any regulatory body or agency of Tenant's proposed work to ensure compliance with such codes and regulations.

c. As a condition of Landlord's approval of any alteration by Tenant, Tenant will provide written lien waivers from all contractors, subcontractors and materialmen who will work on the alteration. Tenant will indemnify the Landlord for liability for any unpaid amounts due to such contractor, subcontractors and materialmen and protect the Leased Premises from the filing of any mechanic's lien or other lien against the property.

14. SIGNS. Tenant will not inscribe, paint or affix any signs, advertisements, placards or awnings on the exterior or roof of the Leased Premises or upon the entrance doors, or any exterior windows, or the sidewalk on or adjacent to the Leased Premises, unless the Tenant has received the prior approval under the Sign Plan or ordinances of Rifle, Colorado. Any signs so placed within or upon the Leased Premises will be so placed upon the understanding and agreement that Tenant will remove the signs at the

termination of the term of this Lease and will repair any damage or injury to the Leased Premises caused thereby. If not so removed by Tenant, the Landlord may remove the signs at Tenant's expense.

15. ASSIGNMENT AND SUBLETTING.

a. Assignment or subletting of the Leased Premises will be permitted only upon written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion. If Tenant has a bona fide offer for purchase of its business, Landlord will not unreasonably withhold consent to assignment of the Lease, so long as Tenant remains responsible for performance of its obligations under the Lease during the then current Lease term. No consent to any assignment or mortgage of this Lease or any subletting of the Leased Premises will constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance covered thereby.

b. This Lease and any interest herein will not be assignable or transferable by operation of law, and in the event any proceeding under the Bankruptcy Act, or any amendment thereto, be commenced by or against Tenant (or should there be more than one, then any Tenant) or in the event Tenant (or should there be more than one, then any Tenant) be adjudged insolvent, or make any assignment for the benefit of creditors, or if a post-judgment writ of attachment or execution be levied on the leasehold estate created hereby and not be released or satisfied within thirty (30) days thereafter or if a receiver be appointed in any proceeding or action to which Tenant is party, with authority to take possession or control of the Leased Premises or the business conducted therein by Tenant, this Lease at the option of Landlord will terminate immediately and will not be treated as an asset of Tenant after the exercise of the option to reenter and repossess the Leased Premises.

16. DESTRUCTION OF LEASED PREMISES.

a. In the event the Leased Premises will be partially or totally destroyed by fire or other casualty insurable under standard fire and extended coverage insurance so as to become partially or totally untenable, Landlord may elect to rebuild the Leased Premises. Landlord will only be responsible for the rebuilding and replacement of that part of the Leased Premises which it was obligated to provide the Tenant by this Lease and the Tenant, at its cost, will reconstruct and replace all of the parts of the Leased Premises, including Tenant's trade fixtures, furnishings and equipment. Should the Landlord or Tenant elect not to rebuild, the Landlord or Tenant will give written notice to the other party within thirty (30) days after the casualty, and this Lease will be terminated as of the date of the casualty.

b. If such damage or destruction occurs and this Lease is not so terminated, this Lease will remain in full force and effect. The Tenant will, in the event of any damage or destruction, unless this Lease will be terminated as above provided, promptly

replace or fully repair all exterior signs, trade fixtures, equipment, display cases, and other installations, originally installed by the Tenant.

c. The Tenant agrees during any period of reconstruction, restoration, or repair of the Leased Premises, or of the buildings, or both to continue the operation of its business in the Leased Premises to the extent reasonably practicable from the standpoint of good business. The rent will be abated proportionately during any period in which, by reason of any such damage or destruction, there is a substantial interference with the operation of the business of the Leased Premises, and such abatement will continue for the period commencing with such destruction or damage until completion by the Landlord and Tenant of any such repair or reconstruction. In the event reconstruction should take longer than 90 days from the date of the casualty, the Tenant may elect to terminate this Lease by sending written notice of such termination to Landlord.

17. EMINENT DOMAIN. If the whole or any part of the Leased Premises will be taken by a public authority under the power of eminent domain, then the term of this Lease will cease as to the part so taken from the date of the taking of possession by the condemning authority, and the rent will be paid up to that date. If such portion of the Leased Premises is so taken as to destroy the usefulness of the Leased Premises for the purpose for which it was leased, then, from that date, both the Landlord and the Tenant will have the right to terminate this Lease within thirty (30) days thereafter effective the date of the taking. If this Lease is not terminated by either, the Tenant will continue in possession of the remainder of the Leased Premises and the rent will be reduced in proportion to the value of the Leased Premises taken. All damages awarded for such taking will belong to and be the property of the Landlord whether such damages will be awarded as compensation for diminution in value to this leasehold or the Landlord's interest in the Leased Premises.

18. SUBORDINATION/ATTORNMENT/NON-DISTURBANCE.

a. The Tenant agrees that this Lease is and will be subordinate to any bona fide mortgage, deed of trust, or any other hypothecation or security which has been or which hereafter may be placed upon the Leased Premises, and to renewals, modifications, consolidations, replacement, and extensions, thereof.

b. Tenant also agrees to execute and deliver a subordination or attornment/nondisturbance agreement upon Landlord's written request and upon delivery of a subordination or attornment/non-disturbance agreement reasonably acceptable to Tenant.

c. Within ten (10) days after the request by Landlord, Tenant will deliver to Landlord a written and acknowledged statement certifying that Tenant has accepted possession of the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the commencement date and termination date of the Lease, that Landlord is not in default under the Lease (or, if there is a default, stating

specifically the default) and the dates to which the Rent and other charges have been paid in advance, if any, and any other reasonable terms contained in the Lease, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective purchaser or mortgagee of the fee of the Leased Premises.

d. This Lease will not be recorded without the prior consent of Landlord. Upon the request of Landlord, Tenant will execute a short form of this Lease which may be recorded at Landlord's sole discretion. Recordation of this Lease by Tenant, or at its direction or with its approval will, at the option of Landlord, be considered a default hereunder.

e. Any person, firm or other entity that holds a mortgage (which term will include a deed of trust) which includes as part of the mortgaged property the Leased Premises, will have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord; and if necessary to cure such default, such holder will have access to the Leased Premises.

f. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other from time to time, will promptly furnish a written statement of the status of any matter pertaining to this Lease.

19. DEFAULT BY TENANT. The following events will be deemed events of default by Tenant under this Lease:

a. Tenant fails to pay when due any installment of Rent or Additional Rent hereunder.

b. Tenant fails to comply with any other term, provision or covenant of this Lease.

c. Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

d. Tenant or any guarantor of Tenant's obligations under this Lease files a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease will be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

e. A Receiver or Trustee is appointed for the Leased Premises or all or substantially all of the assets of Tenant or any guarantor of the Leased Premises.

f. Tenant abandons any substantial portion of the Leased Premises.

g. Tenant does or permits to be done anything which creates a lien upon the Leased Premises

20. REMEDIES OF LANDLORD. Upon the occurrence of any such events of default, Landlord will have the option, in addition to any other remedies provided by law, to pursue any one or more of the following remedies upon the minimum notice as required by Colorado law or thirty (30) days, whichever is longer:

a. Terminate this Lease by written notice to Tenant, in which event Tenant will immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which he may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution for any claim or damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all actual losses and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Leased Premises on similar terms or otherwise.

b. Enter upon and take possession of the Leased Premises and evict or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof without being liable for prosecution or any claim for damages therefor, and, if Landlord so elects, and without terminating this Lease, relet the Leased Premises at such rental and on such terms as Landlord in its sole discretion may deem advisable and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting, or the failure to relet. Reletting may be for a period shorter or longer than the remaining term of this Lease. Upon demand, Tenant will be liable to Landlord for all reasonable costs incurred in reletting the Leased Premises, including, without limitation, broker's commissions, expenses of repairing or remodeling the Leased Premises made necessary by Tenant's use, alteration of, or damage to the Leased Premises as may be necessary to return Leased Premises to their original condition, ordinary wear and tear excepted, attorney's fees, and like costs.

c. It is further agreed that, notwithstanding anything herein contained to the contrary, the Leased Premises are leased for the total rental stated in Paragraph 3 for the entire term hereof, and that, upon default in the payment of such rent in installments as herein set forth the entire remaining amount of unpaid rent (discounted to present value at an 8% rate) will at once become due and payable without notice or demand. Landlord will have a duty to use reasonable efforts to mitigate his damages.

d. Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies herein provided or provided by law, nor will pursuit of any such other remedy constitute a forfeiture or waiver of any rent due to Landlord or of any damages to Landlord. Forbearance by Landlord to enforce one or more of the remedies upon an event of default will not be deemed or construed to constitute a waiver of such default.

The acceptance by Landlord of Base Rent or any Additional Rent will not be a waiver of any preceding breach or default by Tenant, other than the failure of Tenant to pay the particular Base Rent or Additional Rent accepted, regardless of Landlord's knowledge of such preceding breach or default.

e. The loss or damage which Landlord may suffer by reason of default by Tenant, or the deficiency arising by reason of any reletting by Landlord, will include Landlord's attorney's fees and costs, the expense of repossession, and of any reasonable repairs or remodeling undertaken by Landlord following repossession.

21. DEFAULT BY LANDLORD. Landlord will not be in default unless it has failed to perform any obligation required by this Lease within thirty (30) days after written notice by Tenant. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord will not be in default if it will diligently pursue correction of the default.

22. ATTORNEY'S FEES-COSTS. If on account of any breach or default of any obligations hereunder, either party will employ an attorney to enforce or defend any of its rights or remedies hereunder, the prevailing party will be awarded any and all reasonable attorney's fees and all court costs incurred in such connection.

23. RULES AND REGULATIONS. From time to time the Landlord may impose reasonable rules and regulations for the orderly operation of the Leased Premises which will not be inconsistent with this Lease.

24. NOTICES. Any notice required by this Lease will be either delivered personally or sent by U.S. Mail to the parties at their addresses listed below. Notice is deemed given on the date of personal delivery or upon depositing in the United States Mail, certified, postage pre-paid. Either party may by written notice to the other specify a different address for notice purposes.

Tenant's initial address for notice is:

Rifle, CO 81650

Landlord's initial address for notice is:

475 County Road 167
Glenwood Springs, Colorado 81601

25. QUIET ENJOYMENT. Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, will lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Leased Premises during the lease term hereof without hindrance or objection by any persons lawfully claiming under Landlord. It is further understood and agreed that with respect to any service, maintenance and/or improvements to be furnished by Landlord to Tenant, Landlord will in no event be liable for failure to furnish the same when prevented from so doing by

strike, lockout, act of God, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Tenant's occupancy of the Leased Premises for which the service is being supplied by Landlord, and in no event will Landlord ever be liable to Tenant for any indirect or consequential damages.

26. MISCELLANEOUS.

a. All negotiations, consideration, representations, and understandings between the parties are incorporated herein, and may be modified only by agreement in writing between the parties.

b. In the event of any transfer of title to the Leased Premises, the transferor will be automatically relieved of all obligations and liabilities on the part of Landlord after the date of such transfer.

c. Failure on the part of the Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, and no matter what other action or non-action by Tenant Landlord has already complained of, will never be deemed to be a waiver by Landlord of any of his rights hereunder. Further, it is agreed that no waiver at any time of any of the provisions hereof by Landlord will be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof will not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

d. No payment by Tenant, or acceptance by Landlord, of a lesser amount than will be due from Tenant to Landlord, even after demand by Landlord for rent pursuant to Tenant's rent default will be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that said lesser amount is payment in full, will be given no effect, and Landlord may accept such check without prejudice to any further rights or remedies which Landlord may have against Tenant. Further, failure of the Landlord to bill timely for Additional Rent as heretofore required will not be deemed a waiver of Tenant's liability to pay same.

e. The laws of the State of Colorado will govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions

FROM :

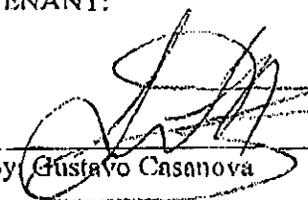
FAX NO. :9704689119

Jul. 24 2014 01:55PM P2

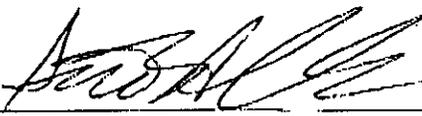
of this Lease will not be affected thereby. Any litigation brought to construe this Lease or the rights and obligations hereunder will be commenced in Garfield County, Colorado.

f. Tenant agrees that at all times during the term hereof it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations that are in strict compliance with any and all applicable governmental and/or quasi-governmental laws, rules, regulations and orders, as well as any and all applicable provisions of insurance underwriters at the Leased Premises.

TENANT:


By Gustavo Casanova Date 07/24/14

LANDLORD: ZL Properties, LLC, a Colorado limited liability company


By: Siri A. Olsen Date 7/24/14
Title: Manager

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

El Kora Restaurant

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

Casanova Gustavo A.

3. List any other names you have used.

4. Mailing address (if different from residence)

2127 Airport Rd Unit C

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			
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	852 S. 4th St Montebello CO	Owner	06/06	10/30/09

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

PERSONAL AND FINANCIAL INFORMATION

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

13a. Date of Birth		b. Social Security Number SSN		c. Place of Birth		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state	

14. Financial Information.

a. Total purchase price \$ _____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ _____

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

Type: Cash, Services or Equipment	Source	Amount

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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 5/22/13
--	-------	-----------------

BILL OF TRANSFER OF OWNERSHIP OF BUSINESS

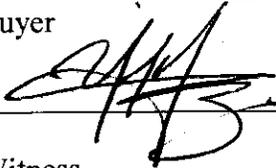
For sufficient consideration, receipt of which is hereby acknowledged, the undersigned, Arturo Saucedo hereby transfers and conveys to Gustavo Casanova

1. All the goods and chattels, property and effects, ~~listed in Schedule "A" attached and incorporated herewith;~~ and

2. The whole of the good will of the El Kora Mexican Restaurant business formerly operated by the undersigned which is the subject of this sale.

This is a family ownership transfer without any monetary retribution to any of the part's involved in this transfer

The undersigned warrants that said goods and chattels are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

	<u>07/01/14</u>	ARTURO SAUCEDO
Seller	Date	
	<u>07/01/14</u>	GUSTAVO CASANOVA
Buyer	Date	
	<u>07/01/14</u>	Victor CASANOVA
Witness	Date	



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, GUSTAVO A. CASANOVA, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

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

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

A handwritten signature in black ink, appearing to read "Gustavo A. Casanova", written over a horizontal line.

Date

07/18/14



To: Mayor and City Council; Matt Sturgeon, City Manager
From: Lisa Hamilton, City Clerk
Date: Thursday, July 24, 2014
Subject: Report of Manager Keith Cloninger at City Market

City Market has filed an application to report Keith Cloninger as manager of the liquor licensed premises at 1320 Railroad Avenue.

Neither the Colorado Liquor Code nor the Rifle Municipal Code requires a background check on reported managers of 3.2 percent beer off premises licensees. Background checks are required only on registered managers of tavern licenses and hotel and restaurant licenses.

Staff recommends that Council approve City Market's application to report Keith Cloninger as manager of the liquor licensed premises at 1320 Railroad Avenue.

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 01-10779-0175

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ 103.75

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		
2. Name of Licensee Dillon Companies, Inc	3. Trade Name City Market #43	
4. Location Address 1320 Railroad		
City Rifle	County Garfield	ZIP 81650

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

Section A – Manager reg/change	Section C
• License Account No. <u>01-10779-0175</u> 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input checked="" type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

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

Retail Warehouse Permit for:

On-Premises Licensee (Taverns, Restaurants etc.)

Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

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

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

Change of Trade name / DBA only

Corporate Name Change (Attach the following supporting documents)

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

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

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

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

(a) Address of current premises _____

City _____ County _____ Zip _____

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

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

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

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name Charlotte Villanueva

New manager's name Keith Cloninger

(b) Date of Employment 04/08/1988

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

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

If yes, give name and location of establishment City Market #5, #7, #43

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

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

(a) Describe change proposed _____

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

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

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

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

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

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

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

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

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

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

OATH OF APPLICANT

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

Signature 	Title Russ Dispense Vice President	Date 6-12-14
--	--	-----------------

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

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

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

Signature	Title	Date
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REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Hamilton, City Clerk

Date: Friday, July 25, 2014

Subject: Liquor License Renewals

THESE BUSINESSES HAVE FILED LIQUOR LICENSE RENEWAL APPLICATIONS:

<u>Business Name/Address</u>	<u>Type of License</u>
City Market 1320 Railroad Avenue	3.2% Beer Off Premises
Plaza Liquors 2000 Railroad Avenue	Liquor Store

These criteria have been met by these businesses:

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

I recommend approval of these renewal applications.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

CITY MARKET #43
 KROGER-RASC TAX-BUS PO BOX 305103
 NASHVILLE TN 37230-5103

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 conversion, 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 EXPIRE DATE

Licensee Name DILLON COMPANIES INC		DBA CITY MARKET #43		
Liquor License # 01107790175	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 01107790175	Expiration Date 8/27/2014	Due Date 7/13/2014
Street Address 1320 RAILROAD AVE RIFLE CO 81650-3326				Phone Number (970) 625 3080
Mailing Address KROGER-RASC TAX-BUS PO BOX 305103-NASHVILLE TN 37230-5103				
Operating Manager Keith Cloninger	Date of Birth 07/05/1954	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 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.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>6. 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. N/A</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 Russ Dispense	Title Vice President
Signature <i>Russ Dispense</i>	Date 5-22-14

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

Attachment to DR 8400 for King Soopers or City Market 3.2% beer license renewal.

Question 5.

Dillon Companies, Inc. a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market, Mini Mart, Inc. & Loaf 'N Jug

Attachment to DR8400 King Soopers or City Market 3.2% beer license renewal.

Question 4.

Several King Soopers/City Market store licenses were suspended in separate, isolated incidents for a short period when a clerk sold beer to a minor, after which precautions were taken so that it would not occur again.

STORE #	DATE	VIOLATION
King Soopers #8	04/25/12	sale to minor
King Soopers #47	05/18/12	sale to minor
King Soopers #74	05/22/12	manager registration
King Soopers #44	06/01/12	sale to minor
King Soopers #28	06/16/12	sale to minor
King Soopers #105	12/01/12	sale to minor
King Soopers #86	12/14/12	sale to minor
King Soopers #32	01/26/13	sale to minor
City Market #435	07/25/13	sale to minor
King Soopers #13	09/28/13	sale to minor
King Soopers #50	12/07/13	sale to minor
King Soopers #82	12/13/13	sale to minor

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

PLAZA LIQUORS
 2000 RAILROAD AVE
 RIFLE CO 81650-3208

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 PLAZA LIQUORS LLC		DBA PLAZA LIQUORS		
Liquor License # 42728090000	License Type Liquor Store (city)	Sales Tax License # 42728090000	Expiration Date 8/20/2014	Due Date 7/6/2014
Street Address 2000 RAILROAD AVE RIFLE CO 81650-3208				Phone Number (970) 625 3169
Mailing Address 2000 RAILROAD AVE RIFLE CO 81650-3208				
Operating Manager <i>Alicia Prado</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 9-29-2019
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
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>Alicia Prado</i>	Title <i>Owner</i>
Signature <i>[Signature]</i>	Date <i>7-8-14</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



MEMORANDUM

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

Total Sales, Use, and Lodging Tax revenues, for the six-month's ending June 30, 2014, is \$4,188,392, a 4% increase from the previous year's \$4,018,222.

Sales tax revenues are \$3,726,761 and 2% increase from the previous year's \$3,657,733. Building and Motor Vehicle Use Tax revenues are \$408,333, and 34% increase from the previous year's \$304,023. Lodging Taxes revenues are \$53,297 and 6% decrease from the previous year's \$56,466.

**Sales Tax Report
 Prior Year Comparison
 For Sales in June**

Business Category	For Sales in June			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Bars and Restaurants	\$ 71,750	\$ 69,133	-4%	\$ 368,344	\$ 372,312	1%
Car Parts and Sales	41,280	52,512	27%	240,799	282,364	17%
Food	90,160	99,757	11%	507,220	535,804	6%
General Retail	307,425	311,482	1%	1,519,965	1,525,841	0%
Hardware	24,282	24,136	-1%	136,490	109,912	-19%
Liquor Stores	21,279	21,388	1%	107,611	103,655	-4%
Motels	26,952	25,612	-5%	103,655	90,583	-13%
Oil & Gas	49,324	40,074	-19%	243,093	224,097	-8%
Leasing/Misc	21,883	25,159	15%	123,637	143,112	16%
Utilities	43,691	51,882	19%	306,920	339,084	10%
Total	\$ 698,027	\$ 721,135	3%	\$3,657,733	\$ 3,726,761	2%
Allocation to Funds:						
General Fund	\$314,917	\$325,342	3%	\$1,650,197	\$1,681,339	2%
Street Improvement	82,121	84,839	3%	430,322	438,442	2%
Rifle Information Center	13,566	14,015	3%	71,089	72,431	2%
Parks & Recreation	164,242	169,679	3%	860,643	876,885	2%
Water Fund	123,181	127,259	3%	645,482	657,664	2%
	698,027	721,135	3%	3,657,733	3,726,761	2%



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

Business Category	For Sales in June			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Building Use Taxes	\$2,252	\$12,083	437%	\$49,383	\$125,419	154%
Motor Vehicle Use Taxes	46,778	42,880	-8%	254,640	282,914	11%
Total Use Tax	\$ 49,030	\$ 54,963	12%	\$ 304,023	\$ 408,333	34%
Fund Allocation:						
General Fund	\$22,120	\$24,797	12%	\$137,161	\$184,221	34%
Street Improvement	5,768	6,466	12%	35,767	48,039	34%
Rifle Information Center	953	1,068	12%	5,909	7,936	34%
Parks & Recreation	11,536	12,932	12%	71,535	96,078	34%
Water Fund	8,652	9,699	12%	53,651	72,059	34%
Total USE Tax	\$49,030	\$54,963	12%	\$304,023	\$408,333	34%

**Lodging Taxes
Prior Year Comparison**

Business Category	For Sales in June			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Lodging Taxes	\$15,854	\$15,040	-5%	\$56,466	\$53,297	-6%
Total Lodging Tax	\$ 15,854	\$ 15,040	-5%	\$ 56,466	\$ 53,297	-6%

Total Sales, Use, Lodging	\$ 762,910	\$ 791,139	4%	\$4,018,222	\$ 4,188,392	4%
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MEMORANDUM

To: Matt Sturgeon, City Manager
From: Charles Kelty, Finance Director
Date: July 31, 2014
Subject: June 2014 Financial Reports

Attached are the Financial Reports for the six months ending June 30, 2014.

Page 1 **General Fund Revenues** – Total revenues are \$3,782,464, which compared to the prior year's \$3,547,970 is \$234,494 and 7% higher.

General Fund Expenditures – Total expenditures are \$3,760,817, which compared to the prior year's \$3,840,039 is \$79,222 and 2% less.

Page 2 **Visitor Improvement Fund** – Total revenues are \$53,930, which compared to the prior year's \$60,526 is \$6,596 and 11% lower. Total expenditures are \$60,893, which compared to the prior year's \$89,835 is \$28,942 and 32% less.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$1,226,385, which compared to the prior year's \$1,528,949 is \$302,564 and 20% less.

Parks & Recreation Fund Expenditures – Expenditures are \$1,134,806, which compared to the prior year's \$1,159,151 is \$24,345 and 2% less.

Page 4 **Water Fund Revenues** – Overall, revenues are \$2,116,707, which compared to the prior year's \$2,018,225 is \$98,482 and 5% higher.

Water Fund Expenses – Overall, total expenses are \$2,162,650, which compared to the prior years \$1,419,871 is \$742,779 and 52% 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 \$1,296,682, which compared to the prior year's \$1,247,513 is \$49,169 and 4% higher.

Wastewater Expenses – Total expenses were \$1,109,349, which compared to the prior year's \$1,190,391 is \$81,042 and 7% lower.





Page 6

Sanitation Fund Revenues – Total revenues are \$253,417, which compared to the prior year's \$238,740 is \$14,677 and 6% higher.

Sanitation Fund Expenses – Total expenses are \$243,948, which compared to the prior year's \$247,333 is \$3,385 and 1% lower.



CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	6,702,819.00	680,723.30	3,782,464.37	2,920,354.63	3,547,969.60
	6,702,819.00	680,723.30	3,782,464.37	2,920,354.63	3,547,969.60
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	64,977.00	4,478.10	31,374.47	33,602.53	34,813.41
CITY CLERK	166,646.00	11,155.38	70,594.31	96,051.69	75,951.48
MUNICIPAL COURT	178,536.00	12,560.87	76,188.49	102,347.51	86,085.26
CITY MANAGER	198,314.00	14,573.71	94,228.38	104,085.62	110,258.59
GOVERNMENT AFFAIRS	137,665.00	8,554.98	63,678.60	73,986.40	19,293.18
FINANCE	484,803.00	45,876.76	249,962.52	234,840.48	253,590.59
ATTORNEY	219,000.00	9,863.75	77,545.16	141,454.84	101,781.86
PLANNING/ZONNING	276,748.00	22,795.92	155,748.53	120,999.47	277,426.28
CITY HALL	173,137.00	16,957.04	78,348.05	94,788.95	87,142.12
GROUNDS AND FACILITY MAINT.	75,656.00	3,931.68	32,696.25	42,959.75	32,731.30
COMMUNITY ACCESS TV	146,324.00	46,272.09	120,582.99	25,741.01	70,718.94
POLICE	2,443,106.00	188,675.28	1,165,696.16	1,277,409.84	1,115,042.67
JUSTICE CENTER BLDG. OPERATION	95,600.00	8,660.32	46,946.76	48,653.24	44,482.81
BUILDING INSPECTIONS	151,321.00	5,783.32	42,447.58	108,873.42	70,344.68
STREETS	1,405,942.00	148,868.52	575,410.57	830,531.43	505,426.00
CONSTRUCTION CREW - INHOUSE	.00	.00	.00	.00	59,600.66
PW - ENGINEERING	284,721.00	14,450.47	82,770.39	201,950.61	134,684.49
ANIMAL SHELTER	81,536.00	19,884.00	59,652.00	21,884.00	41,861.50
CEMETERY O & H	67,005.00	4,314.52	28,696.29	38,308.71	25,360.03
SENIOR CENTER	467,195.00	28,405.28	301,296.16	165,898.84	266,304.83
UTE THEATRE OPERATIONS	124,766.00	9,986.75	41,284.87	83,481.13	.00
NON DEPARTMENTAL	557,312.00	47,254.15	365,668.46	191,643.54	267,138.14
OPERATING TRANSFERS OUT	255,000.00	.00	.00	255,000.00	160,000.00
	8,055,310.00	673,302.89	3,760,816.99	4,294,493.01	3,840,038.82
	(1,352,491.00)	7,420.41	21,647.38	(1,374,138.38)	(292,069.22)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2014

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,300.00	15,136.50	53,929.64	64,370.36	60,526.27
	118,300.00	15,136.50	53,929.64	64,370.36	60,526.27
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	118,300.00	33,453.04	60,892.61	57,407.39	89,834.82
	118,300.00	33,453.04	60,892.61	57,407.39	89,834.82
	.00	(18,316.54)	(6,962.97)	6,962.97	(29,308.55)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 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	259,878.47	1,226,384.54	1,400,934.46	1,528,948.91
	<u>2,627,319.00</u>	<u>259,878.47</u>	<u>1,226,384.54</u>	<u>1,400,934.46</u>	<u>1,528,948.91</u>
<u>EXPENDITURES</u>					
RECREATION	413,594.00	30,244.76	189,678.32	223,915.68	237,450.97
POOL	190,905.00	45,903.10	70,007.40	120,897.60	68,681.14
RIFLE FITNESS CENTER	.00	158.32	(62.09)	62.09	132,506.33
COMMUNITY EVENTS	42,025.00	.00	6,037.59	35,987.41	40,478.28
PARK MAINTENANCE	1,074,152.00	103,608.74	438,994.36	635,157.64	409,363.50
PARKS CAPITAL	1,580,750.00	94,928.99	360,006.28	1,220,743.72	169,387.35
NON-DEPARTMENTAL	113,468.00	2,073.55	36,685.66	76,782.34	62,824.72
OPERATING TRANSFER OUT	99,417.00	5,576.42	33,458.52	65,958.48	38,458.52
	<u>3,514,311.00</u>	<u>282,493.88</u>	<u>1,134,806.04</u>	<u>2,379,504.96</u>	<u>1,159,150.81</u>
	<u>(886,992.00)</u>	<u>(22,615.41)</u>	<u>91,578.50</u>	<u>(978,570.50)</u>	<u>369,798.10</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,043,259.00	377,382.66	1,307,630.20	1,735,628.80	1,279,258.56
WATER RIGHTS REVENUE	17,250.00	732.65	7,108.76	10,141.24	6,198.92
CAPITAL REVENUE	1,378,500.00	3,922.48	15,570.92	1,362,929.08	22,256.04
WTP SALES & USE TAX REVENUES	1,404,596.00	143,351.97	786,396.67	618,199.33	710,511.87
	<u>5,843,605.00</u>	<u>525,389.76</u>	<u>2,116,706.55</u>	<u>3,726,898.45</u>	<u>2,018,225.39</u>
<u>EXPENDITURES</u>					
WATER O&H	2,134,324.00	139,427.45	1,236,083.74	898,240.26	1,032,740.37
WATER RIGHTS	122,000.00	9,712.25	90,284.66	31,715.34	72,008.18
WATER SYSTEM IMPROVEMENTS	17,812,755.00	298,745.35	381,608.02	17,431,146.98	315,122.58
WATER TREATMENT PLANT DEBT	1,411,842.00	.00	454,673.22	957,168.78	.00
	<u>21,480,921.00</u>	<u>447,885.05</u>	<u>2,162,649.64</u>	<u>19,318,271.36</u>	<u>1,419,871.13</u>
	<u>(15,637,316.00)</u>	<u>77,504.71</u>	<u>(45,943.09)</u>	<u>(15,591,372.91)</u>	<u>598,354.26</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,613,699.00	212,461.25	1,286,180.26	1,327,518.74	1,242,872.18
WASTE WATER REVENUE	20,000.00	2,298.32	10,501.41	9,498.59	4,640.45
	<u>2,633,699.00</u>	<u>214,759.57</u>	<u>1,296,681.67</u>	<u>1,337,017.33</u>	<u>1,247,512.63</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,889,586.00	95,253.52	1,107,889.61	1,781,696.39	1,145,295.95
SEWER SYSTEM IMPROVEMENTS	130,000.00	57.00	1,459.00	128,541.00	45,095.22
	<u>3,019,586.00</u>	<u>95,310.52</u>	<u>1,109,348.61</u>	<u>1,910,237.39</u>	<u>1,190,391.17</u>
	<u>(385,887.00)</u>	<u>119,449.05</u>	<u>187,333.06</u>	<u>(573,220.06)</u>	<u>57,121.46</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2014

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	503,850.00	42,501.34	253,417.29	250,432.71	238,740.12
	503,850.00	42,501.34	253,417.29	250,432.71	238,740.12
<u>EXPENDITURES</u>					
SANITATION	480,127.00	38,415.83	243,947.72	236,179.28	247,332.67
	480,127.00	38,415.83	243,947.72	236,179.28	247,332.67
	23,723.00	4,085.51	9,469.57	14,253.43	(8,592.55)

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
1003						
Action Shop Services, Inc						
	SI80013	BIKE TRIMMER	07/09/2014	459.94	.00	
	SI80058	STIHL BLISTER	07/11/2014	31.98	.00	
	SI80098	SPOOL INSERT	07/14/2014	178.28	.00	
Total 1003:				670.20	.00	
1004						
Verizon Wireless						
	072314	CELL PHONES-CITY EMPLOYE	07/23/2014	5,839.68	5,839.68	07/25/2014
Total 1004:				5,839.68	5,839.68	
1009						
B & B Plumbing, Inc						
	42268	PVC 45	07/09/2014	9.10	.00	
	42269	SLIP FIX	07/09/2014	75.95	.00	
	42348	ROOTED LINE MEN'S ROOM	07/21/2014	163.95	.00	
Total 1009:				249.00	.00	
1018						
Valley Lumber						
	96171	DEEP WOODS OFF SPRITZ	06/26/2014	24.46	.00	
	96194	DRIPPER	06/26/2014	5.99	.00	
	96337	BARBED COUPLING	06/30/2014	27.11	.00	
	96365	COMPRESSION SLEEVE	07/01/2014	15.13	.00	
	96435	COUPLE GALV STL	07/02/2014	26.55	.00	
	96508	HOLLOW BRAID POLY	07/03/2014	5.99	.00	
	96542	SELECT A SPRAY NOZZLE	07/05/2014	7.49	.00	
	96572	SPRAY CAN HANDLE	07/07/2014	8.98	.00	
	96606	MAGNET	07/07/2014	5.28	.00	
	96640	TIES CABLE	07/08/2014	140.91	.00	
	96674	U BOLT	07/08/2014	10.56	.00	
	96695	MICRO BUBBLER HALF CIRCLE	07/09/2014	12.98	.00	
	96702	RAZOR BLADE SCRAPER	07/09/2014	3.99	.00	
	96704	CUTOFF BLADE	07/09/2014	72.80	.00	
	96715	BULB HLGN	07/09/2014	23.98	.00	
	96761	STAKE KIT	07/10/2014	17.96	.00	
	96769	BLADE SET SAWZALL	07/10/2014	22.99	.00	
	96795	PLASTIC INS MALE ADAPTER	07/11/2014	9.15	.00	
	96810	FPT NUSH	07/11/2014	5.76	.00	
	96926	WASHER	07/15/2014	96.05	.00	
	96935	LAG BOLT	07/15/2014	14.28	.00	
	96942	LAG BOLT	07/15/2014	13.67	.00	
	97043	WRECKING BAR	07/17/2014	28.47	.00	
	97059	BIT HAMMER SDS	07/17/2014	16.99	.00	
	97214	YELLOW CRAYON	07/21/2014	5.94	.00	
	97216	QT DENATURED ALCOHOL	07/21/2014	7.49	.00	
	97221	SMARTLOCK	07/21/2014	16.99	.00	
	97248	PVC COUPLING	07/22/2014	1.96	.00	
	97257	CONSTRUCTION FIR	07/22/2014	132.67	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	97266	WALLBOARD SAW	07/22/2014	6.49	.00	
	97290	CONSTRUCTION FIR	07/22/2014	18.77	.00	
	97313	GRADE REBAR	07/23/2014	20.97	.00	
	97318	CONSTRUCTION FIR	07/23/2014	7.39	.00	
	97328	U BOLT	07/23/2014	4.65	.00	
	97347	BRASS COUPLER	07/23/2014	26.96	.00	
	97351	PATTERN MASTER SPRINKLER	07/23/2014	19.99	.00	
	97363	GRND PLATE	07/24/2014	12.99	.00	
	97368	BULB FLUR	07/24/2014	11.99	.00	
	97372	SUPPLIES	07/24/2014	32.45	.00	
	97375	FIBERGLASS HANDLE RAKE	07/24/2014	47.98	.00	
	97376	BRASS COUPLER	07/24/2014	44.94	.00	
	97392	DACRO SCREW	07/24/2014	37.73	.00	
	97411	CARRIAGE	07/25/2014	2.39	.00	
	97438	FABRIC WEED BLOCK	07/25/2014	128.97	.00	
	97546	FABRIC WEED BLOCK	07/28/2014	146.18	.00	
	97555	CONSTRUCTION FIR	07/28/2014	213.40	.00	
	97576	20 HS PIPE CLAMP	07/29/2014	5.96	.00	
	97594	QUICK KILL GLUE TRAP	07/29/2014	28.96	.00	
Total 1018:				1,601.73	.00	
1022						
Central Distributing Co						
	993828	SUPPLIES	07/09/2014	52.00	.00	
	994635	SUPPLES	07/16/2014	223.24	.00	
	994640	SUPPLES	07/16/2014	144.02	.00	
	995486	SUPPLES	07/23/2014	105.49	.00	
	995487	SUPPLES	07/23/2014	225.95	.00	
	995568	SUPPLES	07/22/2014	117.50	.00	
	996228	SUPPLES	07/30/2014	264.04	.00	
	996233	SUPPLES	07/30/2014	75.80	.00	
Total 1022:				1,208.04	.00	
1023						
Chelewski Pipe & Supply						
	142012	PIPE & FITTINGS	06/05/2014	737.10	.00	
	142365	PIPE & FITTINGS	06/30/2014	67.63	.00	
Total 1023:				804.73	.00	
1026						
Cirsa						
	141062	VECHICLE CHANGE	07/15/2014	2,320.00	2,320.00	07/25/2014
Total 1026:				2,320.00	2,320.00	
1055						
Columbine Ford, Inc						
	5005641	BULB	07/16/2014	25.92	.00	
Total 1055:				25.92	.00	
1059						
Consolidated Electrical Distr						
	4983-554227	LED EXIT COMB	07/03/2014	65.17	.00	
	4983-554309	LED6MR16	07/07/2014	376.32	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1059:				441.49	.00	
1078						
Garfield County Sheriff						
	070214	2ND QUARTER TOW RIVERS D	07/02/2014	2,500.00	2,500.00	07/17/2014
Total 1078:				2,500.00	2,500.00	
1083						
Youth Zone						
	053114	ASSESMENT & RECOMMENDA	05/31/2014	750.00	750.00	07/17/2014
	063014	ASSESMENT & RECOMMENDA	06/30/2014	750.00	750.00	07/17/2014
Total 1083:				1,500.00	1,500.00	
1087						
Grainger						
	9499703396	FLUORESCENT LINEAR LAMP	07/24/2014	66.96	.00	
Total 1087:				66.96	.00	
1105						
Meadow Gold Dairies						
	50219063	DAIRY PRODUCTS/SENIOR CT	07/08/2014	17.04	.00	
	50219080	DAIRY PRODUCTS/SENIOR CT	07/10/2014	69.79	.00	
	50219113	DAIRY PRODUCTS/POOL	07/11/2014	295.52	.00	
	50219148	DAIRY PRODUCTS/POOL	07/15/2014	110.53	.00	
	50219194	DAIRY PRODUCTS/POOL	07/18/2014	347.37	.00	
	50219232	DAIRY PRODUCTS/POOL	07/22/2014	310.88	.00	
	50219278	DAIRY PRODUCTS/POOL	07/25/2014	185.49	.00	
Total 1105:				1,336.62	.00	
1110						
Napa Auto Parts						
	336028	BATTERY	05/30/2014	185.64	.00	
	338908	WHEEL NUT	06/18/2014	186.30	.00	
	339099	WIRING HARNESS CAR	06/19/2014	29.38	.00	
	340086	OIL FILT	06/25/2014	12.98	.00	
	341159	O-RINGS	07/02/2014	2.40	.00	
	341188	HAMMER	07/02/2014	174.00	.00	
	341261	LATERN	07/03/2014	19.68	.00	
	341281	LOCK PIN	07/03/2014	2.69	.00	
	341290	FUSE HOLDER	07/03/2014	32.90	.00	
	341297	CLEANER	07/03/2014	32.85	.00	
	341301	RING TERMINAL	07/03/2014	44.00	.00	
	341579	CHAIN LINK-ROLLER	07/07/2014	7.88	.00	
	341754	PREMIUM TRACTOR FLUID	07/08/2014	56.98	.00	
	342012	JB WELD	07/09/2014	8.98	.00	
	342248	OIL FILTER	07/11/2014	6.22	.00	
	342684	THERMOSTAT KIT	07/14/2014	62.99	.00	
	342760	WARRANTY	07/14/2014	61.49	.00	
	342795	DIFLECTIRC COMPOUND	07/15/2014	8.44	.00	
	342972	ACID BATTERY	07/16/2014	106.50	.00	
	343166	MOTOR OIL	07/17/2014	39.48	.00	
	343179	SPARK PLUG	07/17/2014	5.48	.00	
	343256	FUEL PUMP	07/17/2014	54.99	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	343383	SWIVEL	07/18/2014	15.99	.00	
	343435	BANDED SENSOR	07/18/2014	30.59	.00	
	343750	WASHER FLUID	07/21/2014	5.14	.00	
	343765	WIRING HARNESS	07/21/2014	73.76	.00	
	343767	OIL FILTER	07/21/2014	68.69	.00	
	343823	CLEAN R CARB	07/21/2014	31.14	.00	
	343831	BUSHING KIT	07/21/2014	13.98	.00	
	343843	HILIFT	07/21/2014	96.32	.00	
	343983	EYEWEAR	07/22/2014	4.49	.00	
	344070	HITCHPIN	07/22/2014	65.98	.00	
	344159	FUEL PUMP	07/23/2014	54.99	.00	
	344194	PUMP THREADED	07/23/2014	139.00	.00	
	344298	WRENCH	07/24/2014	124.00	.00	
	344308	VACUM CAP KIT	07/24/2014	6.58	.00	
	344312	CHAIN WRENCH	07/24/2014	101.99	.00	
	344382	PRESTONE ANTIFREEZE	07/24/2014	12.64	.00	
	344384	AIR FILTER	07/24/2014	14.84	.00	
	344404	POWERSPORT MOTOR	07/24/2014	132.99	.00	
	344468	FUEL PUMP	07/24/2014	54.99	.00	
	345244	TRACTOR FLUID	07/30/2014	16.99	.00	
Total 1110:				1,974.38	.00	
1120						
Xcel Energy Inc						
	417923801	250 E 16TH ST	06/27/2014	15.49	15.49	07/11/2014
	418163283	2575 W CENTENNIAL PKWY	07/01/2014	25.14	25.14	07/11/2014
	418164556	FLASHER/SPRINKLER	07/01/2014	21.72	21.72	07/11/2014
	418165131	TRAFFIC LIGHTS	07/01/2014	83.63	83.63	07/11/2014
	418165877	CLOCK	07/01/2014	6.75	6.75	07/11/2014
	418172053	AREA LIGHTS	07/01/2014	26,596.81	26,596.81	07/11/2014
	418273464	2515 W CENTENNIAL PKWY W	07/01/2014	5,668.26	5,668.26	07/11/2014
	418290641	2515 W CENTENNIAL PKWY BL	07/01/2014	34.75	34.75	07/11/2014
	418295345	2515 W CENTENNIAL BLDG AD	07/01/2014	38.90	38.90	07/11/2014
	418632184	300 W 5TH ST UNIT PUMP	07/03/2014	69.05	69.05	07/17/2014
	418656285	9811 COUNTY ROAD	07/07/2014	576.00	576.00	07/17/2014
	418856810	132 E 4TH ST	07/08/2014	1,551.85	1,551.85	07/17/2014
	41891791	236 W 4TH ST	07/08/2014	25.08	25.08	07/17/2014
	419022470	300 W 5TH ST UNIT STAGE	07/08/2014	76.54	76.54	07/17/2014
	419047233	139 RAILROAD AVE	07/09/2014	69.79	69.79	07/17/2014
	419429510	105 E CENTENNIAL PKWY	07/11/2014	13,653.15	13,653.15	07/25/2014
Total 1120:				48,512.91	48,512.91	
1125						
Rifle Chamber Of Commerce						
	071414	PARADE ENTRY FEE	07/14/2014	25.00	25.00	07/17/2014
	5199	RADIO/TV ADVERTISING VIF	07/09/2014	10,000.00	.00	
	5200	6 PANEL BULLET BROCHURE V	07/09/2014	1,914.52	.00	
Total 1125:				11,939.52	25.00	
1126						
Rifle City Of						
	1357101 07011	2416-22 Rail Ave	07/01/2014	1,311.24	1,311.24	07/25/2014
	1453101 07011	50 UTE AVE	07/01/2014	418.54	418.54	07/25/2014
	2003101 07011	201 E 18TH ST	07/01/2014	749.71	749.71	07/25/2014
	2005101 07011	1612 RAILROAD AVE	07/01/2014	1,074.75	1,074.75	07/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	2006101 07011	101 S East Ave	07/01/2014	1,129.80	1,129.80	07/25/2014
	2007101 07011	301 E 30TH ST	07/01/2014	116.31	116.31	07/25/2014
	2017102 07011	1718 RAILROAD AVE	07/01/2014	1,415.07	1,415.07	07/25/2014
	2033001 07011	750 UTE AVE	07/01/2014	65.91	65.91	07/25/2014
	2211101 07011	1201 RAILROAD	07/01/2014	731.64	731.64	07/25/2014
	2214101 07011	1500 DOGWOOD DR	07/01/2014	1,075.87	1,075.87	07/25/2014
	2215101 07011	225 east ave	07/01/2014	84.00	84.00	07/25/2014
	2325101 07011	1500 DOGWOOD DR	07/01/2014	25.20	25.20	07/25/2014
	265104 070114	638 Park Ave	07/01/2014	155.50	155.50	07/25/2014
	3079101 07011	595 W 24TH ST	07/01/2014	892.92	892.92	07/25/2014
	3221101 07011	000 BROWNING DR	07/01/2014	25.20	25.20	07/25/2014
	3351101 07011	1221 E CENTENNIAL	07/01/2014	35.49	35.49	07/25/2014
	3636101 07011	250 E 16TH	07/01/2014	96.60	96.60	07/25/2014
	3641101 07011	360 S 7TH ST	07/01/2014	1,240.68	1,240.68	07/25/2014
	3673101 07011	3100 Dokes Ln	07/01/2014	238.11	238.11	07/25/2014
	3677101 07011	2515 CENTENNIAL PKWY	07/01/2014	331.82	331.82	07/25/2014
	3679101 07011	300 W 5TH ST	07/01/2014	4,007.64	4,007.64	07/25/2014
	3706101 07011	2515 CENTENNIAL PKWY	07/01/2014	25.20	25.20	07/25/2014
	3707101 07011	2515 CENTENNIAL PKWY	07/01/2014	212.52	212.52	07/25/2014
	779102 070114	132 E 4TH ST	07/01/2014	65.91	65.91	07/25/2014
	823101 070114	202 RAILROAD AVE	07/01/2014	103.87	103.87	07/25/2014
	873106 070114	236 W 4TH ST	07/01/2014	81.46	81.46	07/25/2014
Total 1126:				15,710.96	15,710.96	
1132						
Rifle Lock & Safe						
	33212	DUP KEYS	07/23/2014	8.50	.00	
Total 1132:				8.50	.00	
1143						
Swallow Oil Company						
	1816 071514	DIESEL	07/15/2014	5,439.93	.00	
	1835 063014	car wash/	06/30/2014	8.00	.00	
	1837	car wash/	07/15/2014	15.37	.00	
Total 1143:				5,463.30	.00	
1145						
Thatcher Company						
	1339586	Aluminum Sulfate for water treatm	07/02/2014	5,124.24	.00	
Total 1145:				5,124.24	.00	
1181						
Garfield Steel & Machine, Inc						
	00090076	REMOVABLE PAN	07/14/2014	816.80	.00	
	00090164	TUBE SQUARE	07/22/2014	135.58	.00	
	00090201	PIPE BLACK	07/25/2014	334.06	.00	
Total 1181:				1,286.44	.00	
1188						
Jean's Printing						
	141975	printing	06/30/2014	104.12	.00	
	142073	printing	07/10/2014	170.06	.00	
	142124	printing	07/16/2014	19.36	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1188:				293.54	.00	
1191						
Lewan & Associates, Inc						
	524301	B&W METER	07/01/2014	9.23	9.23	07/11/2014
Total 1191:				9.23	9.23	
1205						
American Water Works Associat						
	7000842985	MEMBERSHIP DUES	06/30/2014	310.00	310.00	07/17/2014
Total 1205:				310.00	310.00	
1249						
Berthod Motors Inc						
	01-2309	JD WASHER	06/13/2014	89.27	.00	
	01-3097	SEALING WA	07/01/2014	18.20	.00	
	01-3440	INJECTION NOZZLE	07/10/2014	161.91	.00	
	01-3458	INJECTION NOZZLE	07/10/2014	161.91-	.00	
	01-3535	STARTER MOTO	07/12/2014	483.13	.00	
	CM528117C	GENER	07/10/2014	370.75-	.00	
Total 1249:				219.85	.00	
1256						
Resource Engineering, Inc						
	13886	341-14.4 OPP TO COLO PARKS	06/30/2014	120.00	.00	
Total 1256:				120.00	.00	
1258						
Hach Company						
	8937000	REAGENT SET CHLORINE FRE	07/22/2014	450.57	.00	
Total 1258:				450.57	.00	
1297						
Western Slope Trailer Sales						
	46080	MISC SHOP SUPPLIES	07/28/2014	87.50	.00	
Total 1297:				87.50	.00	
1300						
Kois Brothers Equip Co						
	101015	AIR SWITCH	07/09/2014	178.70	.00	
Total 1300:				178.70	.00	
1312						
Honnen Equipment Co.						
	586112	NOZZLE	07/07/2014	90.60	.00	
	586777	CORE FOR INJECTION NOZZLE	07/09/2014	5.00-	.00	
	586778	TEE FITTING	07/09/2014	11.93	.00	
Total 1312:				97.53	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1339						
Grand Junction Pipe & Supply						
	3183236	ROTOR TOOL	07/23/2014	430.06	.00	
Total 1339:				430.06	.00	
1358						
Timber Line Electric & Control						
	17645	MATERIALS RTU PUMP STATIO	07/24/2014	3,108.25	.00	
Total 1358:				3,108.25	.00	
1447						
Gempler's Inc.						
	1020202290	CORONA 7 INCH FLD SAW	07/03/2014	57.60	.00	
Total 1447:				57.60	.00	
1505						
Markertek Video Supply						
	1151932	CONNECTOR/	07/09/2014	36.78	.00	
Total 1505:				36.78	.00	
1558						
All-Phase Electric Supply Co I						
	2675-784319	VERT COVR	06/30/2014	11.24	.00	
Total 1558:				11.24	.00	
1563						
Quill Corporation						
	4159309	SUPPLIES	07/02/2014	201.09	.00	
	4216317	STAMP	07/07/2014	3.99	.00	
	4301830	SUPPLIES	07/09/2014	56.95	.00	
	4303453	CANON CP 1013	07/09/2014	168.00	.00	
	4413167	SUPPLIES	07/14/2014	57.36	.00	
	4489579	SUPPLIES	07/16/2014	27.18	.00	
Total 1563:				514.57	.00	
1673						
Miller, John						
	062714	TRAVEL REIMBURSEMENT/PD	06/27/2014	47.00	47.00	07/17/2014
Total 1673:				47.00	47.00	
1682						
Safety Kleen						
	64081253	PARTS WASHER	07/10/2014	246.53	.00	
Total 1682:				246.53	.00	
1692						
A-1 Traffic Control						
	31970	SIGN RENTAL	07/07/2014	192.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1692:				192.00	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	1007029	READY MIX	07/02/2014	943.50	.00	
	1010295	ROAD BASE	07/15/2014	151.00	.00	
	1011145	READY MIX	07/18/2014	826.25	.00	
Total 1734:				1,920.75	.00	
1750						
Commonwealth Title Company						
	070314	TITLE COMMITMENT 1406054	07/03/2014	550.00	550.00	07/11/2014
Total 1750:				550.00	550.00	
1768						
Faris Machinery Company						
	PS0017749-1	NOZZLE CATCH BASIN	06/19/2014	299.92	.00	
	PS0018219-1	DAVE/PELICAN SCHOOL	07/07/2014	700.00	.00	
	PS0018790-1	DISCHARGE HOSE	07/22/2014	414.00	.00	
	SWO005025-1	HYD LEAK REPAIR	06/30/2014	1,135.90	.00	
Total 1768:				2,549.82	.00	
1830						
Grand Valley Foods						
	131718	FOOD PRODUCT/SR CENTER	07/11/2014	584.53	.00	
Total 1830:				584.53	.00	
1990						
Bookcliff Survey Services, Inc						
	9721	TWO MAN WITH TRIMBLE	07/08/2014	1,321.25	.00	
Total 1990:				1,321.25	.00	
2021						
Gmco Corporation						
	32678	SUPERSTRETCH CRACK SEAL	07/14/2014	1,755.00	.00	
	32733	SUPERSTRETCH CRACK SEAL	07/22/2014	1,755.00	.00	
Total 2021:				3,510.00	.00	
2054						
Sirchie Finger Print Lab., Inc						
	0171416-IN	PRINTOVER TABS/	07/10/2014	66.81	.00	
Total 2054:				66.81	.00	
2181						
Nalco Chemical Company						
	61239778	POLYMERS, COAGULANTS and	07/08/2014	2,212.77	.00	
	61273134	POLYMERS, COAGULANTS and	07/16/2014	2,993.83	.00	
Total 2181:				5,206.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2208						
Amerigas						
	3030683170	TANK RENT CEMETERY	06/30/2014	55.00	.00	
Total 2208:				55.00	.00	
2235						
Acme Alarm Company Inc						
	8491SO	ANNUAL TEST INSPECTION	07/11/2014	150.00	.00	
Total 2235:				150.00	.00	
2255						
California Contractors Supply						
	PP32241	WRCH SET	06/25/2014	519.60	.00	
Total 2255:				519.60	.00	
2343						
Mountain Pest Control						
	0350260	PEST CONTROL	06/11/2014	66.00	.00	
Total 2343:				66.00	.00	
2370						
B&b Landscape/jerry Baysinger						
	004525	TREE TRIMMING	06/23/2014	1,300.00	.00	
Total 2370:				1,300.00	.00	
2412						
B&H Photo - Video, Inc						
	84854108	APPLE USB ETHERNET ADAPT	07/09/2014	495.94	.00	
	85016123	HOYA 72 MM HMC SKY FILTER	07/15/2014	324.80	.00	
Total 2412:				820.74	.00	
2469						
Pinnacol Assurance						
	17146073	CLAIM DEDUCTIBLE	06/06/2014	1,598.68	1,598.68	07/11/2014
Total 2469:				1,598.68	1,598.68	
2470						
Friends Of Rifle Animal Shltr						
	2000	THIRD QUARTER PMT	04/09/2014	19,884.00	.00	
Total 2470:				19,884.00	.00	
2540						
Walker Electric						
	4918	REPLACE BROKEN LIGHT POL	04/03/2014	2,609.50	.00	
	4997	REPLACE STREET LIGHT POLE	06/04/2014	1,780.00	.00	
	5046	CHANGE SWITCH IN BREAK RO	07/08/2014	68.50	.00	
	5078	REPLACE WIRE EXTERIOR LIG	07/24/2014	176.30	.00	
Total 2540:				4,634.30	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2573						
Mountain West Office Products						
	0563979-001	STAMP PAD	05/09/2014	3.95	.00	
	0564378-001	STAMP PAD	05/21/2014	3.95	.00	
	0564836-001	supplies	06/03/2014	14.99-	.00	
	0565481-001	STAMP PAD	06/20/2014	12.50-	.00	
	0566081-001	SUPPLES	07/09/2014	34.15	.00	
	0566561-001	SUPPLES	07/23/2014	156.46	.00	
	0566562-001	TONER	07/23/2014	109.99	.00	
	0566563-001	SUPPLES	07/23/2014	27.81	.00	
	0566581-001	SUPPLES	07/23/2014	33.49	.00	
	0566808-001	SUPPLES	07/30/2014	1.14	.00	
Total 2573:				343.45	.00	
2835						
L.L. Johnson Distributing Co						
	1660408-00	CHAIN O RING	06/24/2014	653.89	.00	
	1660599-00	CHAIN O RING	06/23/2014	540.70-	.00	
Total 2835:				113.19	.00	
2846						
Colo Mtn News Media						
	10204353 6261	AD	06/26/2014	67.50	67.50	07/17/2014
	10234197 0604	AD	06/04/2014	50.62	50.62	07/17/2014
	10234197 0605	AD	06/05/2014	50.63	50.63	07/17/2014
	10234197 0606	AD	06/06/2014	50.63	50.63	07/17/2014
	10261687A 06	AD	06/12/2014	54.65	54.65	07/25/2014
	10270287A 06	AD	06/12/2014	16.60	16.60	07/25/2014
	10275520A 06	AD	06/19/2014	9.61	9.61	07/25/2014
	10279153A 06	AD	06/13/2014	22.26	22.26	07/25/2014
	10282116A 06	AD	06/14/2014	19.73	19.73	07/25/2014
	10301106A 06	AD	06/22/2014	9.61	9.61	07/17/2014
	10301137A 06	AD	06/26/2014	9.61	9.61	07/17/2014
	10315155 0627	AD	06/27/2014	810.00	810.00	07/17/2014
	10320848A 07	AD	07/03/2014	19.63	19.63	07/25/2014
	10337153A 07	AD	07/04/2014	10.12	10.12	07/17/2014
	10348009A 07	AD	07/09/2014	16.70	16.70	07/17/2014
Total 2846:				1,217.90	1,217.90	
2936						
Farmer Bros. Co.						
	60145874	FOOD PRODUCTS/SENIOR CTR	07/07/2014	212.30	.00	
Total 2936:				212.30	.00	
2960						
Walmart Community						
	001777	supplies	07/01/2014	78.61	78.61	07/11/2014
	002047	FOOD SUPPLIES	07/02/2014	71.91	71.91	07/17/2014
	003104	supplies	05/27/2014	69.72	69.72	07/11/2014
	003264	supplies	07/03/2014	9.77	9.77	07/25/2014
	003704	FOOD SUPPLIES	07/03/2014	23.97	23.97	07/17/2014
	008421 070814	supplies	07/08/2014	33.86	33.86	07/11/2014
	011885	CLEANING SUPPLIES	07/11/2014	20.18	20.18	07/11/2014
	021292	supplies	07/21/2014	17.42	17.42	07/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	022326	supplies	07/22/2014	37.17	37.17	07/25/2014
	070314	FOOD SUPPLIES	07/03/2014	26.97-	26.97-	07/17/2014
Total 2960:				335.64	335.64	
3015						
Kroger/King Sooper Cust Charge						
	016740	SUPPLIES	07/14/2014	9.98	9.98	07/17/2014
	035965	FOOD SUPPLIES	06/30/2014	130.76	130.76	07/11/2014
	046543	FOOD SUPPLIES	07/07/2014	114.40	114.40	07/17/2014
	063014	SUPPLIES	06/30/2014	53.11	53.11	07/11/2014
	063014,	SUPPLIES	06/30/2014	20.14	20.14	07/11/2014
	120712	ICE DRY	07/02/2014	1.55	1.55	07/11/2014
	129823	FOOD SUPPLIES	07/02/2014	63.68	63.68	07/11/2014
	133133	SNACKS	07/09/2014	29.32	29.32	07/17/2014
	151320	FOOD SUPPLIES	07/09/2014	77.53	77.53	07/17/2014
	162184	MEETINGS	06/26/2014	158.82	158.82	07/17/2014
Total 3015:				659.29	659.29	
3038						
Mountain View Tree Farm & Nurs						
	17771	PLANTS	06/23/2014	266.00	266.00	07/11/2014
Total 3038:				266.00	266.00	
3083						
ALSCO						
	1494726	LAUNDRY	07/08/2014	57.47	.00	
	1497705	SHIRTS	07/15/2014	25.00	.00	
	1500664	SUPPLIES	07/22/2014	25.00	.00	
	1503680	SUPPLIES	07/29/2014	25.00	.00	
Total 3083:				132.47	.00	
3156						
Superwash Of Rifle						
	2025 062414	CAR WASH	06/24/2014	164.18	.00	
Total 3156:				164.18	.00	
3251						
Mountain Communications And El						
	213559	GRASS MESA RENTAL	07/01/2014	250.00	250.00	07/11/2014
Total 3251:				250.00	250.00	
3285						
Johnson-Carter Architects, PC						
	1211E-149	ARCHITECTURAL SERVICES	07/22/2014	500.00	500.00	07/25/2014
Total 3285:				500.00	500.00	
3347						
V.I.P. Trash Services LLC						
	56813	DDA Trash Services	06/01/2014	150.00	150.00	07/11/2014
	58236	TRASH PICKUP/DDA	07/01/2014	150.00	150.00	07/11/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3347:				300.00	300.00	
3397						
Stripe-A-Lot, Inc.						
	679	Street Striping	06/01/2014	18,527.70	.00	
	713	THERMOPLASTIC TRAFFIC MA	07/25/2014	2,462.60	.00	
Total 3397:				20,990.30	.00	
3707						
Interstate Battery System Inc						
	22037153	BATTERIES	07/02/2014	105.95	.00	
Total 3707:				105.95	.00	
3723						
Flint Trading Inc						
	170699	TRAFFIC PATTERN SEALER KIT	06/21/2014	8,917.36	.00	
	171431	TRAFFIC PATTERN SEALER KIT	07/06/2014	3,225.14	.00	
Total 3723:				12,142.50	.00	
3780						
Concrete Equipment						
	155130	J-20 UV CURE SEAL	07/16/2014	100.00	.00	
	155470	TIE WIRE REEL	07/23/2014	45.00	.00	
	155517	HOLLAND ADA RIVER RED	07/24/2014	684.00	.00	
Total 3780:				829.00	.00	
3858						
Wells Fargo Bank Mn Na						
	073014	WATER PLANT	07/30/2014	659,511.17	659,511.17	07/31/2014
	073014,	OBI:CWRPDA-SWRP/RIFLE-148	07/30/2014	50,000.00	50,000.00	07/31/2014
	073014/	OBI:CWRPDA-SWRP/COLO WT	07/30/2014	9,267.09	9,267.09	07/31/2014
Total 3858:				718,778.26	718,778.26	
3955						
Holy Cross Energy						
	060114	BEAVER CREEK HEADGATE	06/01/2014	24.39	24.39	07/17/2014
	062814	Baron Lane St Lights	06/28/2014	19.58	19.58	07/17/2014
Total 3955:				43.97	43.97	
4021						
Rifle Equipment Inc						
	CI008003	COUPLER CROWFOOT	07/23/2014	2.80	.00	
Total 4021:				2.80	.00	
4055						
UPS/United Parcel Service						
	Y2097W264	SHIPPING CHARGES/PD	06/28/2014	15.50	15.50	07/17/2014
Total 4055:				15.50	15.50	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4141						
True Brew Coffee Service						
	158472	COFFEE	07/17/2014	58.37	.00	
Total 4141:				58.37	.00	
4181						
Crown Awards						
	32152205	MEDAL GOLD	07/11/2014	226.10	.00	
Total 4181:				226.10	.00	
4207						
Radio Shack						
	10166872	WIRELESS GEAR MICRO USB	06/25/2014	75.97	.00	
	10167188	XEROX TONER	07/08/2014	259.98	.00	
	10167252	FREIGHT	07/10/2014	17.93	.00	
	10167277	IPHONE CABLE	07/11/2014	34.98	.00	
	10167355	LIGHTER BAT	07/14/2014	7.29	.00	
	10167416	ipHONE BALLISTIC	07/16/2014	589.87	.00	
	10167449	IPAD	07/17/2014	79.99	.00	
	10167549	PHOTO CR	07/22/2014	19.99	.00	
	20005640	XEROX TONER	07/09/2014	259.98	.00	
Total 4207:				826.02	.00	
4240						
Platinum Plus For Business						
	BELL 071114	VIDEO EDOTIUNG SOFTWARE	07/11/2014	655.48	655.48	07/25/2014
	BOWEN 07111	LUMBER	07/11/2014	607.06	607.06	07/25/2014
	BULLEN 07111	BEAVER RUND RESERVATION-	07/11/2014	532.09	532.09	07/25/2014
	BURNS 07111	SNACKS DESIGN MEETING	07/11/2014	91.64	91.64	07/25/2014
	CAIN 071114	FUELMAN REBATE	07/11/2014	698.97	698.97	07/25/2014
	CHANEY 0711	SUPPLIES	07/11/2014	28.53	28.53	07/25/2014
	CHRISTENSE	COUNCIL MEETING	07/11/2014	1,207.32	1,207.32	07/25/2014
	DUNCAN 0711	TRAINING	07/11/2014	131.07	131.07	07/25/2014
	DYER 071114	CACP CONFERENCE	07/11/2014	405.44	405.44	07/25/2014
	EDGETON 071	RAFTING TRIP	07/11/2014	484.00	484.00	07/25/2014
	GALLEOGS 07	SUPPLIES	07/11/2014	185.88	185.88	07/25/2014
	JAMES 071114	SEMINAR	07/11/2014	850.00	850.00	07/25/2014
	KEHOE 07111	SUPPLIES	07/11/2014	381.56	381.56	07/25/2014
	KELTY 071114	GAS WELLS FARGO MEETING	07/11/2014	34.59	34.59	07/25/2014
	MACKLIN 0711	EVIDENCE FREEZER	07/11/2014	846.75	846.75	07/25/2014
	MARANTINO 0	TRAINING	07/11/2014	.00	.00	
	MARANTINO.	TRAINING	07/11/2014	.00	.00	
	MARANTION.0	TRAINING	07/11/2014	558.14	558.14	07/25/2014
	MILLER 07111	TRAINING	07/11/2014	787.59	787.59	07/25/2014
	NEELY 071114	AVMA COLORING BOOKS	07/11/2014	103.13	103.13	07/25/2014
	ODELL 071114	OVERTIME MEALS	07/11/2014	343.80	343.80	07/25/2014
	PINA 071114	UNIFORMS	07/11/2014	167.77	167.77	07/25/2014
	POTOTSKY 07	SUPPLIES-TRAINING	07/11/2014	96.18	96.18	07/25/2014
	STEFFEN 071	CERTIFIED MAIL	07/11/2014	505.35	505.35	07/25/2014
	STEWART 071	FORCE SCIENCE INSTITUTE	07/11/2014	1,500.00	1,500.00	07/25/2014
	STILSON 0711	SUPPLIES	07/11/2014	270.40	270.40	07/25/2014
	STURGEON 0	ALLIANCE MEMBERSHIP	07/11/2014	613.33	613.33	07/25/2014
	TEYLINGEN 0	LPO TRAINING	07/11/2014	440.04	440.04	07/25/2014
	WHITMORE 07	TIMECLOCK	07/11/2014	302.02	302.02	07/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4240:				12,828.13	12,828.13	
4244						
Boogie Down Light And Sound Inc.						
	07042014 0701	SYMPHONY IN THE VALLEY	07/01/2014	350.00	350.00	07/25/2014
Total 4244:				350.00	350.00	
4261						
All Water Supply LLC						
	3165	BACKPRESSURE VALVE	07/07/2014	243.50	.00	
Total 4261:				243.50	.00	
4292						
Colo Dept Of Public Safety						
	SI151200002	JUNE 2014 STATE ID	07/08/2014	79.00	.00	
Total 4292:				79.00	.00	
4339						
Design Concepts						
	0016210	Deerfield Park Completion Plan C	07/05/2014	1,827.13	.00	
Total 4339:				1,827.13	.00	
4403						
Donald Van Hoose						
	050414	BUILDING INSPECTIONS	05/04/2014	480.00	480.00	07/11/2014
Total 4403:				480.00	480.00	
4590						
Colorado Poolscapes Inc						
	62510-1	POOL CHEMICALS	07/14/2014	1,658.43	.00	
Total 4590:				1,658.43	.00	
4701						
Tri County Fire Protection						
	117458	DC MAINT ASSEMBLY	07/16/2014	50.00	.00	
Total 4701:				50.00	.00	
4753						
Rifle Truck & Trailer						
	8386	SWIVEL JACK	07/10/2014	62.25	.00	
	8419	HITCH EXTENDER ADAPTABLE	07/16/2014	58.00	.00	
Total 4753:				120.25	.00	
4768						
Miracle Recreation Equipment Co						
	751616	BOLTS	07/15/2014	759.89	.00	
Total 4768:				759.89	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4825						
Cross Propane Gas						
	48367	COMMERCIAL FUEL CHARGE O	07/10/2014	1,287.20	.00	
Total 4825:				1,287.20	.00	
4838						
Sun Trust Bank Corporation						
	073014	4430005039/1097081/HONEY W	07/30/2014	26,254.45	26,254.45	07/31/2014
Total 4838:				26,254.45	26,254.45	
4879						
Cardiff Cleaning Services						
	5063	CLEANING JUSTICE CENTER	03/15/2014	4,175.00	4,175.00	07/11/2014
	5096	CLEANING JUSTICE CENTER	04/30/2014	5,399.29	5,399.29	07/11/2014
	5120	CLEANING JUSTICE CENTER	05/31/2014	4,175.00	4,175.00	07/11/2014
	5145	CLEANING JUSTICE CENTER	06/30/2014	4,175.00	.00	
Total 4879:				17,924.29	13,749.29	
4967						
Touch Tone Communications						
	063014	LONG DISTANCE MONTHLY FE	06/30/2014	133.64	133.64	07/11/2014
Total 4967:				133.64	133.64	
4989						
Mr Power S/Sandor Drucker						
	275	SIDEWALK CLEANING/DDA	07/01/2014	2,829.83	2,829.83	07/11/2014
	279	STEAM PRESSURE CENTENNI	07/12/2014	480.00	.00	
Total 4989:				3,309.83	2,829.83	
5034						
WELLS FARGO BANK NA						
	073014	WPCRF/FOAN W07A104W/WAS	07/30/2014	666,263.51	666,263.51	07/31/2014
Total 5034:				666,263.51	666,263.51	
5253						
FASTENAL						
	64070	SUPPLIES	06/30/2014	300.40	.00	
	64146	SUPPLIES	07/07/2014	111.07	.00	
	64229	BATTERY	07/10/2014	479.95	.00	
	64272	POLOKNITMATL	07/15/2014	75.04	.00	
	64315	12G 10 GAL	07/15/2014	24.49	.00	
	64362	TAPE ROLL	07/17/2014	72.99	.00	
	64363	FLEET TOOLS	07/17/2014	123.52	.00	
Total 5253:				1,187.46	.00	
5299						
Wilson, Kirk						
	071014	REIMBURESMENT EAR PIECE	07/10/2014	84.72	84.72	07/17/2014
Total 5299:				84.72	84.72	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5365						
American Windshield Repair						
	12927	WINDOW REPLACEMENT	05/30/2014	520.00	.00	
Total 5365:				520.00	.00	
5540						
BOBCAT OF THE ROCKIES						
	15064757	HD POLY BRISTLE	07/16/2014	510.30	.00	
	15064770	HD POLY BRISTLE	07/17/2014	510.30-	.00	
Total 5540:				.00	.00	
5595						
All About Sprinklers						
	2872	STATION SMART VALVE CONT	06/13/2014	250.00	250.00	07/11/2014
Total 5595:				250.00	250.00	
5613						
SunEdison, LLC/pump station						
	771407028519	PUMP STATION #1	07/01/2014	6,927.09	6,927.09	07/11/2014
Total 5613:				6,927.09	6,927.09	
5648						
REDI SERVICES, LLC						
	47158	PORTABLE RESTROOMS	06/30/2014	50.00	.00	
	47255	PORTABLE RESTROOMS	06/30/2014	100.00	.00	
	47257	PORTABLE RESTROOMS	06/30/2014	50.00	.00	
Total 5648:				200.00	.00	
5752						
Accutest Mountain States						
	D7-51947	WATER QUALITY	07/28/2014	210.00	.00	
Total 5752:				210.00	.00	
5833						
SunEdison, LLC/SunE U6 holding						
	781407028192	energy innovation center	07/01/2014	18,885.86	18,885.86	07/11/2014
Total 5833:				18,885.86	18,885.86	
5846						
Mesa County Health Department						
	1355-14	Water Testing	05/20/2014	20.00	20.00	07/17/2014
	1356-14	Water Testing	05/20/2014	20.00	20.00	07/17/2014
	1357-14	Water Testing	05/20/2014	20.00	20.00	07/17/2014
	1917-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1918-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1919-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1920-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1921-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1922-14	Water Testing	07/08/2014	20.00	20.00	07/11/2014
	1995-14	Water Testing	07/15/2014	20.00	20.00	07/17/2014
	1996-14	Water Testing	07/15/2014	20.00	20.00	07/17/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1997-14	Water Testing	07/15/2014	20.00	20.00	07/17/2014
Total 5846:				240.00	240.00	
5849						
NUTECH SPECIALTIES, INC						
	112965	PETROLEUM DISILLATES	06/20/2014	58.80	.00	
Total 5849:				58.80	.00	
5958						
Utility Refund						
	2162103	REFUND-368 MEADOW CT	07/21/2014	90.00	90.00	07/25/2014
	3493102	REFUND 166 W 26TH ST	07/02/2014	98.46	98.46	07/11/2014
	3516101 07241	REFUND-616 W 24TH ST	07/24/2014	48.59	48.59	07/25/2014
Total 5958:				237.05	237.05	
5960						
Recreation Fee Refunds						
	2000245003	REC FEE REFUND	07/16/2014	70.00	70.00	07/25/2014
	2001047002	REC FEE REFUND	07/03/2014	60.00	60.00	07/11/2014
	2001053002	REC FEE REFUND	07/11/2014	35.00	35.00	07/17/2014
	2001056002	REC FEE REFUND	07/21/2014	35.00	35.00	07/25/2014
Total 5960:				200.00	200.00	
5992						
Trusco Manufacturing Company						
	5367	O-RING FOR COVER ASSEMBL	07/08/2014	38.70	.00	
Total 5992:				38.70	.00	
6067						
Mountain Roll-offs, Inc.						
	2246927	STANDARD RESTROOMS	07/02/2014	4,305.00	.00	
	2246941	STANDARD RESTROOMS	07/01/2014	2,070.00	.00	
	233170	YARD TRASH MONTHLY SERVI	05/31/2014	300.00	.00	
	2391755	YARD TRASH MONTHLY SERVI	06/01/2014	300.00	.00	
	245819	PORTABLE RESTROOM	06/30/2014	109.01	109.01	07/11/2014
	246699	MONTHLY FEE	07/05/2014	35,946.85	35,946.85	07/17/2014
	246714	RECYLCE SERVICE	07/01/2014	16.20	16.20	07/11/2014
Total 6067:				43,047.06	36,072.06	
6108						
Browns Hill Engineering & Cont, LLC						
	8538	SERVICE WORK	07/18/2014	5,376.80	.00	
Total 6108:				5,376.80	.00	
6137						
Impressions of Aspen						
	20112	BATTERIES	06/24/2014	49.98	.00	
	20161	SUPPLIES	07/03/2014	45.47	.00	
	20196	SUPPLIES	07/11/2014	399.90	.00	
	20215	BATTERIES	07/14/2014	75.97	.00	
	20218	SUPPLIES	07/15/2014	87.17	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3933CM	SUPPLIES	06/12/2014	9.90-	.00	
Total 6137:				648.59	.00	
6161						
Ewing Irrigation Products						
	8341754	TURFACE MOUND CLAY RED	07/10/2014	347.80	.00	
	8356643	TSI BIGPP PITCHERS PLATE	07/12/2014	85.50	.00	
	8382956	CHALK	07/17/2014	698.76	.00	
Total 6161:				1,132.06	.00	
6176						
Table Top Press						
	17522-561	JULY, AUG SEP ISSUES	07/03/2014	264.00	264.00	07/17/2014
Total 6176:				264.00	264.00	
6181						
Colorado Gun Service						
	070914	REFUND OVERPAYMENT	07/09/2014	1.39	1.39	07/11/2014
Total 6181:				1.39	1.39	
6189						
USTF						
	071814	TAE KWON DO	07/18/2014	390.00	390.00	07/25/2014
Total 6189:				390.00	390.00	
6195						
Western Slope Communications						
	071514	ADVERTISEMENT	07/15/2014	960.00	960.00	07/25/2014
	39118	ADVERTISEMENT	06/30/2014	400.00	400.00	07/11/2014
	39119	ADVERTISEMENT	06/30/2014	800.00	800.00	07/11/2014
Total 6195:				2,160.00	2,160.00	
6221						
Wells Fargo Financial Leasing						
	5001299037	XEROX COPIER	07/02/2014	336.44	336.44	07/11/2014
Total 6221:				336.44	336.44	
6225						
BRUBACHER DESIGN						
	1252	SIGN	06/25/2014	93.98	93.98	07/11/2014
	1268	RIFLE PD WRAP	07/03/2014	448.00	.00	
	1278	STREET SIGNS	07/15/2014	378.00	.00	
	1289	SIGNS	07/30/2014	52.00	.00	
Total 6225:				971.98	93.98	
6295						
Labyrinth Healthcare Group						
	21670	MONTHLY FEE ADVOCACY	07/21/2014	263.50	263.50	07/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6295:				263.50	263.50	
6303						
Law Office of Angela Roff, PC						
	1864	CITY PROSECUTOR	07/01/2014	4,166.67	4,166.67	07/17/2014
Total 6303:				4,166.67	4,166.67	
6330						
COUNTY HEALTH POOL						
	072414	IT	07/24/2014	107,942.28	107,942.28	07/25/2014
	072514	COBRA	07/25/2014	1,610.98	1,610.98	07/25/2014
Total 6330:				109,553.26	109,553.26	
6340						
AAT (U.S) Inc.						
	738098	RANGER PRO	07/14/2014	100.00	.00	
Total 6340:				100.00	.00	
6383						
CENTURY LINK						
	1307781691	LONG DISTANCE	07/11/2014	6.88	6.88	07/25/2014
Total 6383:				6.88	6.88	
6384						
Professional Services Employers Trust						
	072514	INSURANCE	07/25/2014	217.50	217.50	07/25/2014
Total 6384:				217.50	217.50	
6402						
CENTURY LINK						
	K-719-1113095	LONG DISTANCE	06/22/2014	1,053.51	1,053.51	07/11/2014
	K9706250004	LONG DISTANCE	07/01/2014	445.57	445.57	07/17/2014
	K9706250388	LONG DISTANCE	07/01/2014	306.02	306.02	07/17/2014
Total 6402:				1,805.10	1,805.10	
6406						
FRONTELLA, GIL						
	009028	WEEDING	07/02/2014	525.00	525.00	07/11/2014
Total 6406:				525.00	525.00	
6409						
RIFLE TOWING						
	20693	TOWING	06/23/2014	50.00	50.00	07/17/2014
Total 6409:				50.00	50.00	
6511						
Windy Point Electric						
	137	MOBILIZATION	07/13/2014	1,191.25	.00	
	138	MOBILIZATION	07/13/2014	545.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6511:				1,736.25	.00	
6563						
OMNI CHEER						
	PO424269010	UNIFORMS	06/25/2014	119.65-	.00	
Total 6563:				119.65-	.00	
6568						
MICRO PLASTICS						
	102549	STAMP	07/10/2014	64.25	.00	
Total 6568:				64.25	.00	
6573						
APRENDI INC						
	28038	LEGAL INTERPRETATION	06/15/2014	140.00	140.00	07/17/2014
	28223	LEGAL INTERPRETATION	06/30/2014	70.00	70.00	07/17/2014
Total 6573:				210.00	210.00	
6579						
AMERICAN RED CROSS						
	10311635	LIFEGUARDING	07/09/2014	771.00	.00	
Total 6579:				771.00	.00	
6606						
Western Slope Supplies, Inc.						
	3061128	BOTTLED WATER	06/17/2014	48.45	.00	
	3061279	BOTTLED WATER	06/23/2014	48.45	.00	
	4115977	BOTTLED WATER	06/09/2014	34.75	.00	
	4115978	BOTTLED WATER	06/09/2014	7.35	.00	
	4116079	BOTTLED WATER	06/16/2014	27.90	.00	
	4116080	BOTTLED WATER	06/16/2014	7.35	.00	
	8223514	BOTTLED WATER	06/30/2014	27.90	.00	
	8223515	BOTTLED WATER	06/30/2014	7.35	.00	
	8223552	BOTTLED WATER	07/01/2014	39.05	.00	
Total 6606:				248.55	.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0017287-IN	SUNSCREEN	07/09/2014	153.60	.00	
	0017351-IN	GLASS ADVERSARY GRAY	07/10/2014	136.05	.00	
	0017571-IN	SPRAY WASP HORNET SPRAY	07/21/2014	167.76	.00	
Total 6643:				457.41	.00	
6661						
ARCADIS US, INC						
	0606627	WTP-CONSTRUCTION ENGINE	07/22/2014	256,140.14	.00	
Total 6661:				256,140.14	.00	
6675						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKSON CORPORATION						
	AR1/51008533	SENSOR PRESSURE TRAN	07/08/2014	805.18	.00	
Total 6675:				805.18	.00	
6678						
AARON'S HEATING & COOLING, INC						
	1268	REPAIR	07/21/2014	1,946.79	.00	
Total 6678:				1,946.79	.00	
6719						
PHIL VAUGHAN CONSTRUCTION MGMT, INC.						
	07231401	WTP OWNER ADVISOR SERVIC	07/23/2014	6,613.24	.00	
Total 6719:				6,613.24	.00	
6779						
COMMERCIAL TIRE SERVICE, INC						
	35002	TIRES	07/24/2014	993.72	.00	
	35035	TIRES	07/28/2014	1,411.92	.00	
Total 6779:				2,405.64	.00	
6790						
O'REILLY AUTO PARTS						
	3761-327741	AIR FILTER	06/25/2014	58.99	.00	
	3761-328473	BATTERY	06/30/2014	66.99	.00	
	3761-328953	BOOST	07/03/2014	21.98	.00	
	3761-329098	SEAT COVER	07/04/2014	24.99	.00	
	3761-329684	MOTOR OIL	07/08/2014	19.89	.00	
	3761-330067	FLOORMATS	07/10/2014	29.99	.00	
	3761-330130	AIR FILTER	07/11/2014	59.84	.00	
	3761-330661	ANTIFREEZE	07/14/2014	75.96	.00	
	3761-330956	SOLENOID	07/16/2014	27.10	.00	
	3761-331095	BRAKE FLUID	07/17/2014	8.58	.00	
	3761-331209	STARTER	07/18/2014	112.82	.00	
	3761-331293	OCTANBST	07/18/2014	40.32	.00	
	3761-331813	NEW CMPRSR	07/21/2014	156.99	.00	
	3761-332262	VACUME CAPS	07/24/2014	2.99	.00	
	3761-332284	NEW CMPRSR	07/24/2014	10.00	.00	
	3761-333074	HYD HOSE	07/29/2014	45.21	.00	
Total 6790:				742.64	.00	
6817						
MUNICIPAL TREATMENT EQUIPMENT INC						
	141612	A3-SNH-R ROLLER ASSEMBLY	07/10/2014	294.00	.00	
Total 6817:				294.00	.00	
6826						
CALLAWAY PACKING INC						
	24883	FOOD SUPPLIES	07/07/2014	964.25	.00	
Total 6826:				964.25	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6867						
PNCI Construction, Inc.						
	073114	DEERFIELD PARK	07/31/2014	177,058.00	.00	
	1343 061314	UTE EVENT CENTER	06/13/2014	2,816.00	2,816.00	07/22/2014
	2147	REPAIR RIFLE ELCE ROOM SE	07/11/2014	1,096.00	.00	
Total 6867:				180,970.00	2,816.00	
6868						
BULLEN, KIMBERLY						
	071014	REIMBURSEMENT	07/10/2014	215.60	215.60	07/17/2014
Total 6868:				215.60	215.60	
6869						
SOCIALMENTUM, LLC						
	10366	MINDMIXER	07/01/2014	2,093.00	2,093.00	07/11/2014
Total 6869:				2,093.00	2,093.00	
6885						
CHEMATOX LABORATORY INC						
	12378	BLOOD ALCOHOL TEST	06/16/2014	20.00	20.00	07/17/2014
Total 6885:				20.00	20.00	
6888						
WIN-911 SOFTWARE						
	1406032331	ANNUAL RENEWAL	06/17/2014	395.00	395.00	07/17/2014
Total 6888:				395.00	395.00	
6900						
WATER TECHNOLOGY GROUP						
	5320831	KIT SHAFT SEAL	07/14/2014	414.83	.00	
Total 6900:				414.83	.00	
6916						
CORNWELL QUALITY TOOLS						
	142152	15 PC WRENC RAC	07/02/2014	203.90	.00	
Total 6916:				203.90	.00	
6955						
LILLY'S KITCHEN						
	35106	LUNCH-STAFF	07/24/2014	90.19	90.19	07/25/2014
Total 6955:				90.19	90.19	
6987						
Sopris Engineering, LLC						
	110444533	Whiteriver Ave Street Improveme	07/21/2014	13,917.00	.00	
Total 6987:				13,917.00	.00	
7019						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SHDP RF I LLC	41820	SOLAR	07/07/2014	5,459.38	.00	
Total 7019:				5,459.38	.00	
7052 Radel, Doyle L.	230	1 Boulder Workman 16' Dump Tru	06/26/2014	12,000.00	.00	
Total 7052:				12,000.00	.00	
7053 ARROWELD, INC	0614-1002	LABOR ENLARGE TREE RING G	06/23/2014	520.00	520.00	07/11/2014
Total 7053:				520.00	520.00	
7054 HADLEY, DAVID	062114	STEEL TOE WORK SHOES	06/21/2014	29.78	29.78	07/17/2014
Total 7054:				29.78	29.78	
7055 CMCA	071714	SEMINAR-	07/17/2014	30.00	30.00	07/17/2014
Total 7055:				30.00	30.00	
7056 MAINTAINIT LLC	1206	ICE O MATIC ICE MACHINE	07/15/2014	4,604.09	4,604.09	07/21/2014
Total 7056:				4,604.09	4,604.09	
7057 THE WRIGHT CLEANING COMPANY	1626	CLEANING THEATER	06/03/2014	87.50	87.50	07/25/2014
	1648	CLEANING THEATER	06/22/2014	87.50	87.50	07/25/2014
Total 7057:				175.00	175.00	
7058 RIFLE RANGER DISTRICT	071814	PERMIT FEE CHEATIN WOODC	07/18/2014	136.69	136.69	07/25/2014
Total 7058:				136.69	136.69	
7059 AVALARA INC	072314	REFUND-SPM FLOW CONTROL	07/23/2014	20,723.71	20,723.71	07/25/2014
Total 7059:				20,723.71	20,723.71	
7060 NBT TRENCHLESS	001	CREW HOURS FOR CONDUIT I	05/17/2014	600.00	600.00	07/25/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7060:				600.00	600.00	
7061						
RSBF						
	072114	SOLAR PROJECT	07/21/2014	53,000.00	53,000.00	07/25/2014
Total 7061:				53,000.00	53,000.00	
7062						
KUBWATER RESOURCES INC						
	04206	MAGNAFLOC LT20	07/23/2014	480.38	.00	
Total 7062:				480.38	.00	
7063						
BRICKYARD						
	0091313-IN	GRASSTIBE LIGHT BROWN	07/16/2014	1,576.85	.00	
Total 7063:				1,576.85	.00	
7064						
CREATIVE PRODUCT SOURCE						
	CPIO46013	FOLDABLE POLICE CAR/DUFFE	07/15/2014	590.50	.00	
Total 7064:				590.50	.00	
Grand Totals:				2,423,397.59	1,792,568.4	

Dated: _____

City Finance Director: _____

Report Criteria:

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

July 31, 2014

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

Re: August 6, 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 August 6, 2014 Rifle City Council Meeting.

1. First Amendment to License Agreement with Encana. In 2004 the City entered into a License Agreement with Encana so it could locate a water pipeline in a City utility easement to deliver water from the Last Chance Ditch to Encana's Hunter Mesa Facility. The term of the License Agreement was for ten (10) years and Encana is requesting that the City extend it for another ten (10) years. City staff has no objection and requested that Encana coordinate with the "one call" system and provide as-built information so the City can include the water pipeline in its GIS system, and Encana has already provided that information. If Council needs any additional information on this topic, please feel free to pull it from the Consent Agenda.

2. Ordinance No. 9, Series of 2014 (Rezoning Rifle Regional Water Purification Facility Property from Developing Resources to Public Zone District). With the changed location for the new water plant, it is necessary for the City to apply to rezone the Property from Developing Resource to Public Zone District. Ordinance No. 9, Series of 2014 rezones the Property accordingly, which the Planning Commission recommended at its June meeting.

We recommend approval of Ordinance No. 9, Series of 2014 on second reading.

3. Ordinance No. 10, Series of 2014 (Rezoning 2090 Whiteriver Avenue from Light Industrial to Medium Density Residential Zone District). Fellowship of the Rockies Church applied to rezone property it owns at 2090 Whiteriver Avenue from Light Industrial to Medium Density Residential Zone District to allow more compatible uses with the church. The Planning Commission recommended at its June meeting that the City Council rezone the Property, which passage of Ordinance No. 10, Series of 2014 accomplishes.

We recommend approval of Ordinance No. 10, Series of 2014 on second reading.

4. Ordinance No. 11, Series of 2014 (Amendments to RMC Section 4-3-130 Regarding the Sale of City Owned Personal Property). City Staff have analyzed the procedures for the sale of City owned personal property set forth in Section 4-3-130 of the Code and recommend amending it to provide modern alternatives that were not available when this section was adopted.

We recommend approval of Ordinance No. 11, Series of 2014 on second reading.

5. North Pasture Acknowledgement and Agreement Regarding Continuing 16th Street Obligations. When North Pasture Subdivision was annexed and subdivided in the late 1990s, 16th Street was not connected from the mesa down into town. The Annexation Agreement required certain improvements to 16th Street adjacent to the Subdivision (widening the street, curb, gutter, sidewalk), but without the connection to town, the City and developer agreed other public improvements associated with the development of the Property had priority and deferred the 16th Street improvements. Those improvements continued to be deferred as different phases of the Property were developed. The City received a grant to improve 16th Street adjacent to the Subdivision that is occurring this summer and it is most efficient for the City to complete the specific improvements required by the Annexation Agreement. The enclosed Acknowledgement and Agreement Regarding Continuing Obligations requires that the Developer reimburse the City for the costs of those improvements currently estimated at \$52,300 prior to the any additional development of the Property, which the Developer has agreed to. If Council needs any additional information on this topic, please feel free to pull it from the Consent Agenda.

6. Ordinance No. 12, Series of 2014 (Ballot Question Taxing Retail Marijuana Cultivation). At the City Council's direction, we have drafted the enclosed Ordinance No. 12, Series of 2014 that proposes a ballot question to the Rifle electorate whether an excise tax should be imposed on the sale or transfer of retail marijuana from a Retail Marijuana Cultivation Facility in the City. Approval of the ordinance places the question on the November 4, 2014 general election ballot and does not impose the tax without voter approval. The Ordinance currently proposes a 5% excise tax and we can discuss Council's preference at the meeting. TABOR requires that estimated revenue from a new tax in the first fiscal year be expressed in the ballot question and we conservatively stated \$250,000, which is an extremely high estimate. It is almost impossible to estimate this revenue since we do not know the amount of marijuana that will be cultivated in 2015 or the market value and we do not want citizens or Council to think this amount will actually be collected. We can discuss this issue further at your meeting and adjust as necessary.

We recommend approval of Ordinance No 12, Series of 2014 on first reading.

7. Resolution No. 15, Series of 2014 (City of Rifle Open Records Policy and Procedures). House Bill 14-1193 passed by the State Legislature this past session amended the Colorado Open Records Act to require a written policy and rules regarding inspection of the City's public records and the fees for production thereof. Resolution No. 15, Series of 2014 adopts a model policy similar to what the City was already following but now complies fully with the new legislation and the Act. The Open Records Policy and Procedures will be published on the City's

Page 3

website.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosures

Memo



To: Honorable Mayor and City Council

From: Tom Whitmore, Parks & Recreation Director

Date: July 30th, 2014

Re: Parks and Recreation Advisory Board Appointments

ACTION:

Staff requests that City Council consider taking the following actions:

Appoint five new members to the Parks and Recreation Advisory Board (PRAB).

BACKGROUND:

Attached are the applications of 6 candidates, whom are interested in filling five vacancies on the PRAB, as well as a sample of the letter that I had sent out to the PRAB candidates on July 8th. The letter will help summarize the seats that need filled.

As you'll see while reviewing the applications, one applicant lives in the Rifle area, with a Rifle address, but does not dwell within the City limits of Rifle. A member such as this is allowed per Ordinance No. 19 of 2005, which created the Board.

The City Clerk will handle the process for voting for members for the various terms/seats.

Thank you,

Tom

Tom Whitmore
Parks Recreation Director
3100 Doaks Lane
Rifle, CO 81650



July 8, 2014

Dear (PRAB Applicant),

Rifle City Council will be making appointments to the Parks and Recreation Advisory Board at the August 6, 2014 City Council Meeting. (Council has chosen not to interview applicants prior to the meeting.) Following the Council meeting I will e-mail each "PRAB" candidate to let them know the results of the appointment.

Candidates for the Board vacancies are:

Chris Bornholdt
John Dyer
Vanessa Ivy

Trudy Lowery
Dustin Marantino
Milton Rodas

The board consists of 8 members; 7 regular members plus 1 alternate member.

There are five positions open with 6 applicants.

In order to keep the rotation staggered, City Council will determine who fills the following seats/terms:

- 2 board members, each for a 3 year term ending in 2017
- 2 board members, each for a 1 year term ending in 2015
- 1 alternate board member for a 3 year term ending in 2017

Current board members terms will be up as follows:

Michael Churchill	2015
Wilma Paddock	2016
Sara Brainard	2016

Members appointed to a 1 year term will have the option to continue for another term, which would then be a full term of 3 years.

The alternate member will not be a voting member when all regular members are present. If 1 regular member is absent, the alternate member would then become a voting member.

Thank you for supporting the community by your willingness to serve as a Parks and Recreation Advisory Board member. If you have any questions, please do not hesitate to contact me.

Sincerely,

Tom Whitmore





Rifle Parks and Recreation Advisory Board Application 2014

Name Chris Bornholdt

Address 2302 Meadow Cir

City Rifle State CO Zip 81650

Phone 625-3434 Alternate phone 618-6873 Cell

E-mail cbornholdt@garcosheriff.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

See Attached:

What do you feel you could contribute to the PRAB?

What is your current involvement in Rifle Parks and Recreation?

**Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@rifleco.org
by 5:00 p.m. Friday, February 7th, 2014.**



Rifle Parks & Recreation

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

Now that I am no longer coaching my boys, I can still be a part of the Park and Recreation activities through the Parks and Recreation Advisory Board. This would allow me to still help the Kids, but from a different angle.

What do you feel you could contribute to the PRAB?

I have coached baseball, basketball, soccer for the recreation department for many years as my kids and my friends kids have moved up through the programs listed. I have seen many changes over the years some good and some not so much. Now that I have no real ties to any of the programs, I feel this is a good time for me to help the Rifle Park and Recreation system move forward and become the best in the County. There are many projects coming up and I would like to help move them forward in a positive way. I bring a lot to the table with my current position with Garfield County as the Emergency Manager and have assembled a lot of contacts over the years that could help this program over the next few years.

What is your current involvement in Rifle Parks and Recreation?

My boys are both in High School and we are not involved with the programs any longer.



1-6-14
2:30 PM

Rifle Parks and Recreation Advisory Board Application 2014

Name Dustin E. Marantino

Address 336 Will Ave

City Rifle State CO Zip 81650

Phone 970-366-1175 Alternate phone _____

E-mail dmarnatino@riflenco.org or dustinlnu@gmail.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

I grew up in Rifle and as a proud longtime resident of Rifle, I have seen this town grow and change. I am a father of an active 10 yro son who is very involved with as many activities as I can provide him. My wife and many of my friends partake in the programs offered to adults and I would be honored in the opportunity to help shape the programs afforded to the youth and adults of our area.

What do you feel you could contribute to the PRAB?

As a Police Officer in town, specifically as a School Resource Officer, I have daily interaction with the youth of our city. Along with my profession, I am a father of a boy in middle school and I believe I could offer some keen perspectives as to what is desired and needed in our town. I believe the City of Rifle has made some very wise choices and I would be excited at the opportunity to protect the choices made and assist with the future goals.

What is your current involvement in Rifle Parks and Recreation?

I have been a volunteer coach for t-ball and soccer as well as assisted in coaching football for the Three River Youth Football.

**Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@riflenco.org
by 3 PM, Monday January 6th, 2014.**





Rifle Parks and Recreation Advisory Board Application 2014

Name John Dyer

Address 1405 Fir Court

City Rifle State Co Zip 81650

Phone (970) 989-3149 Alternate phone _____

E-mail jdyer@rifleco.org

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

There are many things that contribute to the quality of life of a community, all of which contribute to Public Health and Safety. I am interested in contributing to a good quality of life in Rifle, and Parks and Recreations play a big role in Rifle.

What do you feel you could contribute to the PRAB?

I have been on numerous boards, committees, and involved with many community efforts. Knowing how boards work will help to keep the board on track and productive. I believe an outside perspective might also be useful.

What is your current involvement in Rifle Parks and Recreation?

I currently have no involvement, other than using the facilities. The Police Department does help with some security issues.

**Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@rifleco.org
by 3 PM, Monday January 6th, 2014.**





Rifle Parks and Recreation Advisory Board Application 2014

Name Milton Rodas
Address 817 W 26th St
City Rifle State CO Zip 81650
Phone (970) 366-0793* Alternate phone (970) 234-0094
E-mail milton@hispanicalliancecolorado.org

Do you live within Rifle city limits?

Yes

No

Are you over the age of 55?

Yes

No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

What do you feel you could contribute to the PRAB?

What is your current involvement in Rifle Parks and Recreation?

Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@rifleco.org
by 5:00 p.m. Friday, February 7th, 2014.



1. Because since I moved to the City of Rifle I wanted to get involved with this wonderful community and right now my job is to create indoor/outdoor recreational educational activities for kids. I think this is the best opportunity to become part of Rifle Parks and Recreation. I am Hispanic and want to get the Hispanic/Latino community more involved.
2. I can bring my enthusiasm, motivation and leadership. I enjoy being involved with the community.
3. I have been a soccer coach during spring and fall for the last 3 yrs. I have helped coach the U-12 and I am the Executive Director of Hispanic Alliance Colorado currently in charge of the soccer camp at Davidson Park.



Rifle Parks and Recreation Advisory Board Application 2014

Name Trudy Lowery

Address 2416 Pioneer Way

City Rifle State CO Zip 81650

Phone 970-319-6871 Alternate phone 970-625-2816

E-mail tralec@aol.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

I have lived in Rifle most of life, and I think we live in the best place. We have so much to offer here if people would just look around. My kid only has two years left in school so it is time for me to find something else to do with my time. I want to help my community and this is one of the best ways I know how.

What do you feel you could contribute to the PRAB?

As a small business owner of 7yrs, I understands budgets and priorities. And I can help prioritize between and want and a need. But still be progressive to help make things grow. Anything is possible if the sweat is put forth.

What is your current involvement in Rifle Parks and Recreation?

My current involvement with parks and rec is knowing most of the guys on staff. And helping them through issues because of my store. They are a great group of guys and that is why I know that I could work with them.

Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@rifleco.org
by 5:00 p.m. Friday, February 7th, 2014.





Rifle Parks and Recreation Advisory Board Application 2014

Name Vanessa Ivy

Address 185 County Road 225

City Rifle State CO Zip 81650

Phone 970-250-6137 Alternate phone _____

E-mail vkivy12@yahoo.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why are you interested in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

I have lived in the Rifle community for over 25 years and have seen the Park & Rec Departments grow and offer so many wonderful chances for activities to so many in different age groups. As a retired teacher in the community I would love to offer my time to help the Park & Rec Departments continue to offer excellent services.

What do you feel you could contribute to the PRAB?

In my 25 years in this community I have used many of the parks for recreation as well as supported many of my students in sports throughout the Rifle area. I am very familiar with the park systems in Rifle, with Rifle Mountain Park being one of my favorites. I also love the Deerfield sports fields area near Wamsley Elementary. As a retired physical education teacher, I know the community well and know the needs of our youth. As an outdoor person, I love the parks and spend many hours outside with my dogs sledding, walking and hiking. I would bring my enthusiasm for recreation, sports and the outdoors to the board. I have the ability to look at issues from many angles and can help make decisions to try and meet the needs of many. As a teacher, I served on many committees throughout my career and know how to work with groups to make decisions. Above all, I think my love for this community and the outdoors would make me a good candidate.

What is your current involvement in Rifle Parks and Recreation?

I use the wonderful parks systems in the area.

Please return this form and attachments to Rifle Parks & Recreation,
202 Railroad Ave., or 3100 Doaks Lane, or to twhitmore@riflenco.org
by 5:00 p.m. Friday, February 7th, 2014.





Memo

To: Honorable Mayor and City Council

From: Tom Whitmore, Parks Maintenance Director

Date: July 31, 2014

Re: Deerfield Regional Park-Phase 1, Add
Alternate 1, North Plaza.

ACTION:

Staff requests that City Council consider taking the following actions:

Approve Add Alternate #1, North Plaza, to be included in the Deerfield Regional Park—Phase 1.

BACKGROUND:

Council earlier authorized additional funding from the Parkland Dedication fund, up to \$125,000.00 to potentially be used to fund aspects of Deerfield Regional Park-Phase 1. Staff is requesting approval of Add Alternate #1, North Plaza, which would use some of that fund.

If council chooses to include this alternate, we would be spending up to \$50,000 of the \$125,000 Parkland Dedication Fund allotment, depending on the amount of contingency dollars required to finish the project; the contingency would be spent on the Add Alternate before using Parkland Dedication funds.

This alternate is located directly behind the concession/restroom building and serves as the connection between Cooper Baseball Field and Anvil Points Soccer Field. Currently the base bid includes only landscape voids and concrete flatwork in this area. Alternate # 1 would enhance the area, by including concrete seat walls, remaining decorative concrete baseball and soccer ball bollards, some stone mulch, and crusher fines.

Thank you,
Tom



**City of Rifle-Colorado River Fire Protection District
Intergovernmental Agreement
And Nonresidential Lease**

THIS INTERGOVERNMENTAL AGREEMENT and NONRESIDENTIAL LEASE (“Agreement”) is made effective the 15th day of August, 2014 by and between the Colorado River Fire Protection District (“CRFR”) and the City of Rifle, Colorado (the “City”) (collectively referred to as the “parties”).

W I T N E S S E T H:

WHEREAS, the City owns a shop/maintenance facility containing approximately 10,000 square feet located at 1221 E. Centennial Pkwy, Rifle, Colorado (the “O&M Facility”), and the City is not utilizing all of the shop and maintenance space in the O&M Facility; and

WHEREAS, CRFR is in need of approximately 2,000 square feet of space for fleet and maintenance and related administrative areas; and

WHEREAS, the parties wish to provide as much cost savings to their respective constituents as possible and wish to enter into cooperative arrangements for cost avoidance, cost savings and efficiencies; and

WHEREAS, pursuant to the provisions of Section 29-1-201 *et seq.*, C.R.S., as amended, the parties have the authority and are encouraged to enter into intergovernmental agreements to make the most efficient and effective use of their powers and responsibilities.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties as set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Lease of Space in the O&M Facility.

- a) The City agrees to lease 2,000 square feet of shop, office, and storage space in the O&M Facility (the “CRFR Space”) and CRFR agrees to pay \$5.00 per square foot annually (“Rent”), to be paid monthly in the amount of \$833.34 on the 1st of each month commencing September 1, 2014, with the August 2014 Rent prorated and due with the Rent on September 1, 2014.
- b) CRFR shall pay 20% of monthly utility charges incurred by the City at the O&M Facility in addition to the Rent.
- c) CRFR shall provide and maintain its own telephone and internet capabilities for the CRFR Space.

- d) CRFR shall purchase and provide insurance for its use of the CRFR Space with similar limits for other CRFR facilities and name the City as an additional insured. CRFR shall provide a copy of the insurance to the City.
- e) The parties agree to reevaluate the Rent and the terms of this Agreement after the first 90 days of CRFR's use of the CRFR Space and make necessary and reasonable adjustments memorialized in a writing signed by the parties.
- f) The parties shall meet annually during the normal budgeting cycle to discuss maintenance of the O&M Facility and mutual needs to establish an annual operating budget for the O&M Facility based upon proportionate share of use, except that neither CRFR nor the City can obligate the other party to expend funds that are not appropriated. Any adjustment to Rent or other terms of this Agreement shall be memorialized in a writing signed by the parties.

3. Operations and Use of the O&M Facility.

- a) Each employee of the City or CRFR shall at all times remain an employee of the City or CRFR, respectively, while performing any duties or work related activities at the O&M Facility or in the field at the direction of either entity, regardless of ownership of the specific piece of equipment or duty performed. The City and CRFR shall remain solely responsible for all compensation, benefits, insurances, and personnel policies, procedures, guidelines and practices for their respective employees.
- b) Employees of either of the parties may and are encouraged to assist the employees of either party with any work related activities as needed. No fees shall be charged to the other party unless the time spent exceeds one (1) hour per project, in which case the parties will discuss a reasonable fee to be paid by CRFR with Rent or by the City by deducting from Rent.
- c) Employees are encouraged to work collectively and collaboratively to provide the safest and most efficient work environment possible.
- d) The City will provide access cards to CRFR employees to the "safety equipment" dispensing machine and the City shall bill CRFR monthly for any supplies used by CRFR.
- e) The parties shall have their employees participate in safety and orientation training of equipment and/or tools that may be used by either party.
- f) CRFR will be allowed to utilize bulk oil and lube products and the City shall bill CRFR for the use of the products.
- g) CRFR will pay its proportionate share for fees associated with waste materials disposal and shop supplies.
- h) The parties may agree to make joint purchases and/or enter into product/supply agreements if it is deemed to be in the best interest of the parties.

warranties concerning the subject matter hereof. This Agreement may be amended only by a document signed by the parties. Course of performance, no matter how long it may continue, shall not be construed as an amendment of this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement.

IN WITNESS WHEREOF, the City and CRFR have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

COLORADO RIVER FIRE PROTECTION DISTRICT

By _____
Rex Rhule, President

ATTEST:

Matt Weisbrod, Secretary

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 12
SERIES OF 2014**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF RIFLE, COLORADO, AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, THE ISSUE OF WHETHER THE CITY OF RIFLE SHOULD IMPOSE AN EXCISE TAX OF 5% ON THE SALE OR TRANSFER OF RETAIL MARIJUANA FROM A RETAIL MARIJUANA CULTIVATION FACILITY IN THE CITY.

WHEREAS, Section 16 of Article XVIII of the Colorado Constitution and the Colorado Retail Marijuana Code under C.R.S. §§ 12-43.4-101 et seq. authorizes a system of state and local licensing for business engaged in the cultivation, testing, manufacturing, and retail sale of marijuana; and

WHEREAS, the City of Rifle (the “City”) permits and regulates retail marijuana cultivation facilities in Article IX of Chapter 6 of the Rifle Municipal Code; and

WHEREAS, the City Council finds that it is appropriate to propose to the qualified electors of the City at the next general election the question whether to impose an excise tax on the sale or transfer of retail marijuana from a retail marijuana cultivation facility in the City as set forth in the ballot question contained in this ordinance.

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

1. Recitals. The above recitals are incorporated as findings by the City of Rifle.
2. Purpose. The purpose of this Ordinance is to approve the imposition of an excise tax of 5% of the market rate of retail marijuana sold or transferred by a retail marijuana cultivation facility within the City to a retail marijuana product manufacturing facility, a retail marijuana store, another retail marijuana cultivation facility or any other purchaser or transferee, as further provided in the ballot question set forth below.
3. Ballot Question. The City Clerk shall cause a notice of election for the following ballot question to be published as part of the general election publication published in The Citizen Telegram in substantially the following form at least 30 days prior to the election, on or before October 4, 2014:

NOTICE OF BALLOT QUESTION CONCERNING AN INCREASE IN TAXES BY THE IMPOSITION OF A 5% EXCISE TAX ON THE SALE OR TRANSFER OF RETAIL MARIJUANA FROM A LICENSED MARIJUANA CULTIVATION FACILITY AS FURTHER PROVIDED IN THE BALLOT QUESTION SET OUT BELOW.

NOTICE IS HEREBY GIVEN that an election will be held on Tuesday, November 4, 2014, between the hours of 7:00 a.m. and 7:00 p.m. at the polling places established for Rifle, Colorado. At this election, the following question will be submitted to the registered voters of the City of Rifle:

“SHOULD THE CITY OF RIFLE’S TAXES BE INCREASED BY \$250,000, BEGINNING JANUARY 1, 2015, AND BY SUCH AMOUNTS THAT ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX IN THE AMOUNT OF 5% ON THE MARKET RATE OF RETAIL MARIJUANA, UPON THE SALE OR TRANSFER OF RETAIL MARIJUANA FROM A RETAIL MARIJUANA CULTIVATION FACILITY WITHIN THE CITY OF RIFLE TO A RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, A RETAIL MARIJUANA STORE, ANOTHER RETAIL MARIJUANA CULTIVATION FACILITY OR ANY OTHER PURCHASER OR TRANSFEREE, WITHIN OR WITHOUT THE CITY OF RIFLE; WITH THE MARKET RATE TO BE EQUIVALENT TO THE AVERAGE MARKET RATE DETERMINED BY THE COLORADO DEPARTMENT OF REVENUE UNDER C.R.S. § 39-28.8-101 AS IT MAY BE AMENDED; WITH THE RESULTING TAX REVENUES TO BE COLLECTED BY THE CITY AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY APPLICABLE REVENUE OR EXPENDITURE LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?”

4. Implementation Ordinance. If this ordinance is approved by the registered electors of the City voting at the regular election to be held on November 4, 2014, it will become effective January 1, 2015 and incorporated into Chapter 4 of the Rifle Municipal Code, subject to any implementing ordinances that the City Council may enact.

5. Severability. If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance, which, upon the date that it is to take effect, will become, and remain thereafter, in full force and effect.

6. TABOR Notice. At least 30 days prior to the election, on or before October 4, 2014, the City Clerk shall mail at the least cost, a titled notice or set of notices addressed to “All Registered Voters” at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 12, Series of 2014. The notice will be entitled “NOTICE OF ELECTION TO INCREASE TAXES.” The notice shall also include all

information required by Article X, Section 20 (3)(b) of the Colorado Constitution, also known as “The Taxpayer’s Bill of Rights.”

7. Invalidity. If this ordinance does not for any reason become effective, or is declared invalid by a court, the provisions of this ordinance will have no force or effect, and all other acts, orders, or ordinances of the City will continue to be effective as if this ordinance was never adopted.

INTRODUCED on August 6, 2014, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 20, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of _____, 2014.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk