



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

Streamed Live at RifleNOW.org

The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 665-6405 for assistance.

**REGULAR MEETING
November 19, 2014**

**SPECIAL MEETING 6:00 P.M.
CONFERENCE ROOM**

- 6:00 p.m. 1. Special Meeting Call to Order and Roll Call
- 6:03 p.m. 2. Executive Session - Discussion of a personnel matter under CRS 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees

**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 November 5, 2014 regular meeting
 - B. Authorize Department of Local Affairs grant application for construction of water storage tank – Resolution No. 16, Series of 2014
 - C. Transfer Liquor License from J and E Co. d/b/a Shanghai Garden to J&L, Inc. d/b/a Shanghai Garden at 1538 Railroad Avenue
 - D. Special Event Liquor Permit: HomeCare and Hospice of the Valley for December 11, 2014 (approve permit; cancel public hearing listed in Item 5 below)

- E. September 2014 Sales Tax Report
- F. September 2014 Financial Report
- G. Accounts Payable

- 7:08 p.m. 3. Citizen Comments
(For items not listed as public hearings 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 – HomeCare and Hospice of the Valley for December 11, 2014 (Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item E above
- 7:20 p.m. 6. Consider amending Section 2-4-260(a) of Rifle Municipal Code regarding contempt power of municipal court – Ordinance No. 14, Series of 2014 – first reading (Jim Neu)
- 7:30 p.m. 7. Consider amending sections of Rifle Municipal Code to clarify drafting inconsistencies in Model Traffic Code for Colorado – Ordinance No. 15, Series of 2014 – first reading (Jim Neu)
- 7:40 p.m. 8. Consider adopting excise tax on sale of recreational marijuana – Ordinance No. 16, Series of 2014 – first reading (Jim Neu)
- 7:50 p.m. 9. Public Hearing – Consider 2015 Proposed Budget (Matt Sturgeon; Charles Kelty)
- 8:20 p.m. 10. Administrative Reports
- 8:30 p.m. 11. 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: December 3, 2014 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, November 5, 2014

SPECIAL MEETING

6:00 p.m. * Conference Room

A special meeting of the Rifle City Council was called to order at 6:00 p.m. by Mayor Randy Winkler.

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

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

OTHERS PRESENT: Matt Sturgeon, City Manager; Lisa Hamilton, City Clerk; Jim Neu, City Attorney; and Victor Zerbi, Municipal Judge.

EXECUTIVE SESSION FOR DISCUSSION OF A PERSONNEL MATTER UNDER CRS 24-6-402(2)(F) AND NOT INVOLVING: (1) ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; (2) ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; (3) THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR (4) PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES

Councilor Miller moved to adjourn to executive session to discuss personnel matters; seconded by Councilor Elliott. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

Council returned to open session at 6:50 p.m.

Meeting adjourned at 6:50 p.m.

RIFLE CITY COUNCIL MEETING

Wednesday, November 5, 2014

REGULAR MEETING

7:00 p.m. * Council Chambers

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

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

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

OTHERS PRESENT: Matt Sturgeon, City Manager; Lisa Hamilton, City Clerk; Jim Neu, City Attorney; Jim Bell, Rifle Community Television Manager; Rick Barth, City Engineer; Dick Deussen, Utilities Director; John Dyer, Police Chief; Charles Kelty, Finance Director; Tom Whitmore, Parks and Recreation Director; Zach Kelty; Matt Piper; Jeremiah Prunty; and John Scalzo.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the October 15, 2014 regular meeting
- B. Accept Garfield County Federal Mineral Lease District (GCFMLD) grant for North Waste Impoundment Facility Conversion – Resolution No. 18, Series of 2014
- C. Accept GCFMLD grant for Railroad Avenue Improvements – Resolution No. 19, Series of 2014
- D. Special Event Liquor Permit: Grand River Hospital District Volunteer Association for December 5, 2014 (approve permit; cancel public hearing)
- E. Special Event Liquor Permit: Grand River Hospital District Volunteer Association for December 6, 2014 (approve permit; cancel public hearing)
- F. Special Event Liquor Permit: Grand River Hospital District Volunteer Association for December 13, 2014 (approve permit; cancel public hearing)
- G. Accounts Payable

Councilor Miller moved to approve Consent Agenda Items A, B, C, D, E, F, and G; seconded by Councilor Clifton. Roll Call: Yes – Carter (abstaining as to Item A), Clifton, Elliott, Miller, Myers, Winkler

CITIZEN COMMENTS

There were no citizen comments.

Councilor Rice joined the meeting at 7:10 p.m.

VETERANS MEMORIAL PHASE 3 INTRODUCTION

John Scalzo presented information about and requested funding for Phase 3 of the Veterans Memorial.

CONSIDER APPOINTING CITIZENS TO PLANNING & ZONING COMMISSION

City Manager Matt Sturgeon explained that the Planning Commission currently has three vacant seats—one regular seat and two alternate seats. Dana Wood and Sean Strode have submitted letters of interest in serving on the Commission.

Councilor Clifton moved to appoint Dana Wood and Sean Strode to the Planning Commission for terms ending April 1, 2017; seconded by Councilor Miller. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

Councilor Clifton moved to appoint Dana Wood as a regular member of the Commission and Sean Strode as an alternate member of the Commission; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

CONSIDER HIGHWAY 13/HIGHWAY 6 DEVOLUTION INTERGOVERNMENTAL AGREEMENT WITH COLORADO DEPARTMENT OF TRANSPORTATION – RESOLUTION NO. 17, SERIES OF 2014

City Engineer Rick Barth reminded Council that the City applied to the Colorado Department of Transportation (CDOT) for the devolution of a portion of Highway 13 and a portion of Highway 6 that would be conveyed to the

City for its ownership, maintenance and control. As part of the devolution process, the City needs to enter into an intergovernmental agreement (IGA) with CDOT that sets forth the terms and conditions of the conveyance of the right-of-way, which will include a payment of \$5.6 million to the City representing CDOT's estimated 20 year maintenance budget on these segments. Staff recommended approval of Resolution No. 17, Series of 2014, approving the IGA.

Councilor Miller moved to approve Resolution No. 17, Series of 2014; seconded by Councilor Myers. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

PUBLIC HEARING – CONSIDER 2015 PROPOSED BUDGET

Mayor Winkler opened the public hearing. Mr. Sturgeon and Finance Director Charles Kelty provided an overview of the proposed 2015 budget. Council discussed the following funds: General Fund, Street Operations and Maintenance Fund, Street Capital Fund, Conservation Trust Fund, Economic Development Fund, Visitor Improvement Fund, Downtown Development Authority Fund, Rifle Information Center Fund, Urban Renewal Authority Fund, Capital Fund, and Parks and Recreation Fund.

ADMINISTRATIVE REPORTS

Mr. Sturgeon reported to Council on these issues: Operations & Maintenance (Streets) projects; new Senior Center Director Tami Sours; and water storage tank repairs.

City Clerk Lisa Hamilton reported to Council on 2015 strategic planning.

Parks and Recreation Director Tom Whitmore reported on Deerfield Park construction.

Police Chief John Dyer expressed his appreciation to staff on recent arrests. He also reported on the Public Safety Citizens Advisory Board, and a community engagement plan with the Spanish-speaking community.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Myers commented on the upcoming Energy Advisory Board work session.

Councilor Miller reported on items discussed at the recent meeting of the Associated Governments of Northwest Colorado.

Councilor Rice encouraged the community to attend the presentation of Treasure Island by the Rifle High School (RHS) Drama Club.

Councilor Elliott thanked the City for the plaque he received for serving on the Planning Commission.

Councilors cheered for the RHS Bears football team as it moves into the playoffs.

Meeting adjourned at 9:17 p.m.

Lisa K. Hamilton
City Clerk

Randy Winkler
Mayor



MEMORANDUM

To: Mayor Winkler and City Council, City Manager Sturgeon
From: Kimberly Bullen, Government Affairs Coordinator
Date: November 13, 2014
Re: Resolution to Apply For DOLA Grants

Included in Council's packet is a resolution to apply for a Tier II grant from the Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund.

The project includes the purchase of equipment, materials, and construction of a municipal water storage tank. DOLA requires council approval of the resolution for the grant application. Applications are due December 1, 2014.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AUTHORIZING THE CITY MANAGER TO SUBMIT AN ENERGY
AND MINERAL IMPACT ASSISTANCE FUND GRANT APPLICATION FOR
EQUIPMENT, MATERIALS, AND CONSTRUCTION OF A MUNICIPAL
WATER STORAGE TANK.

WHEREAS, the City of Rifle is finalizing the planning and design of a replacement and rehabilitation project for the City of Rifle's principle finished water storage tank; and

WHEREAS, the City found during routine inspection the existing tank to have a deteriorated condition with severe bottom plate corrosion and top structural member corrosion compared to the 2010 inspection; and

WHEREAS, the City desires to apply for a grant from the Department of Local Affairs Energy and Mineral Impact Assistance Fund for the equipment, materials, and construction of a municipal water storage tank and the City is willing to commit a local match for the grant.

NOW, THEREFORE, be it resolved by the City Council of the City of Rifle, Colorado, that:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The City Manager is hereby authorized to submit an Energy and Mineral Impact Assistance Fund Grant Application for the equipment, materials, and construction of a municipal water storage tank.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of November, 2014.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



To: Honorable Mayor and Rifle City Council; Matt Sturgeon, City Manager
From: Lisa Hamilton, City Clerk
Date: Thursday, November 13, 2014
Subject: Application to Transfer Ownership of Liquor License – Shanghai Garden

J&L, Inc. has filed an application to transfer ownership of the Hotel & Restaurant Liquor License held by J and E Co d/b/a Shanghai Garden at 1538 Railroad Avenue.

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

- *Character, reputation, or record* – A license cannot be issued to any person who is not of good moral character.
The Police Department conducted a background check on Jack Chen, the President and sole shareholder of J&L, Inc. The background check revealed an arrest in 2006, but no charges were filed as a result.
- *Position* – A license cannot be issued to any peace officer or any employees of the Colorado Liquor Enforcement Division.
Mr. Chen 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. Chen is not under age 21.
- *Multiple ownership* – Hotel and restaurant licensees cannot have any interest in a liquor store license.
Mr. Chen 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.**

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

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

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

I. APPLICANT INFORMATION

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

II. DIAGRAM OF THE PREMISES

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

III. PROOF OF PROPERTY POSSESSION

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

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

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

V. CORPORATE APPLICANT INFORMATION (If Applicable)

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

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

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

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

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

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

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

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <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? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 7a, b or c, explain in detail on a separate sheet.													
8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail. <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 Muc A. Ho & Jessica Ho</td> <td style="width:33%; padding: 2px;">Tenant J&L, Inc. dba Shanghai Garden</td> <td style="width:34%; padding: 2px;">Expires 9/30/2024</td> </tr> </table>	Landlord Muc A. Ho & Jessica Ho	Tenant J&L, Inc. dba Shanghai Garden	Expires 9/30/2024										
Landlord Muc A. Ho & Jessica Ho	Tenant J&L, Inc. dba Shanghai Garden	Expires 9/30/2024											
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:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center; padding: 5px;">N/A</td> </tr> <tr> <td> </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? N/A <input type="checkbox"/> <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. N/A <input type="checkbox"/> <input 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? <input type="checkbox"/> <input 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? N/A <input type="checkbox"/> <input type="checkbox"/> (c) How long has the club been incorporated? _____ (Three years required) <input type="checkbox"/> <input type="checkbox"/> (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above? <input type="checkbox"/> <input 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) N/A <input type="checkbox"/> <input type="checkbox"/>													
17a. Name of Manager (for all on-premises applicants) <u>Jack Chen</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 9/9/1978													
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. <input type="checkbox"/> <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? <input type="checkbox"/> <input checked="" type="checkbox"/> If yes, provide an explanation and include copies of any payment agreements.													

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*
Jack Chen	971 Lincoln Street, Craig, CO 81625	9/9/1978	President	100

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

Additional Documents to be submitted by type of entity

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

Registered Agent (if applicable) <i>Jack Chen</i>	Address for Service <i>971 Lincoln St. Craig, CO 81625</i>
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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 <i>Jack Chen</i>	Title President	Date <i>9/17/14</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

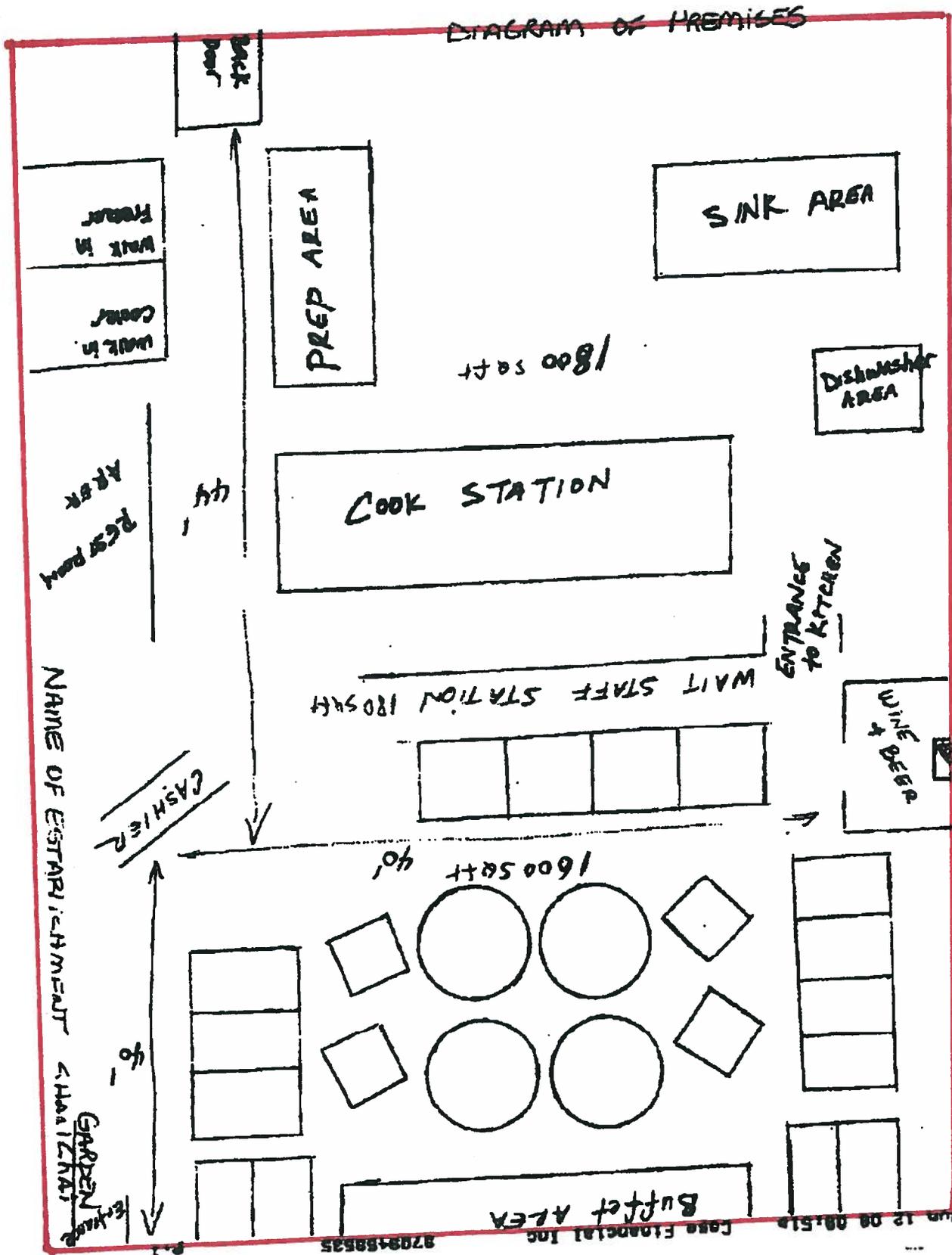
Date application filed with local authority <i>09/22/2014</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S. <i>11/19/2014</i>
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THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has: Yes No
- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license
- (Check One)
- Date of Inspection or Anticipated Date _____
- 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



REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of September 15, 2014, by and between Muc A. Ho and Jessica Ho, ("Landlord"), and J&L, Inc. dba Shanghai Garden ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a restaurant (the "Premises") located at 1538 Railroad Avenue, Rifle, CO 81650

FURNISHINGS. The lease of the Premises includes the furnishings listed on the attached exhibit, (Equipment List). Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

TERM. The lease term will begin on September 15, 2014 and will terminate on September 30th, 2024.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of Five years per renewal term unless either party gives written notice of the termination no later than ninety days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$5,000.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$60,000.00, for the first five years of the lease. Each year thereafter, for the balance of the ten years, the rent will increase by \$100.00 per month. (i.e. Year six = \$5,100.00; Year seven = \$5,200.00, etc.) Lease payments shall be made to the Landlord's checking account at Alpine Bank or other location, as determined by the landlord.

LATE PAYMENTS. If the tenant fails to pay a monthly installment of rent by the 5th day of the month in which it is due, Tenant shall add 10% to that monthly installment as additional rent.

The landlord need not give any notice to be entitled to these payments, and such additional rentals or penalties shall in no way be construed to limit the Landlord's remedies in the event of such a default, which remedies shall in all cases hereunder be deemed to be cumulative.

In the event all or part of the rent as described above is delinquent beyond the 30th day of the month in which it is due, the delinquent amount (plus the related late payment penalty) shall bear interest at a rate of one and one-half percent (1.5%) per month.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only as a restaurant. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Tenant will not use, occupy, or permit the Leased Premises or any part thereof to be used or occupied for any unlawful or illegal business, use, or purposes deemed by the Landlord to be disreputable or hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, State of Colorado, County of Garfield, City of Rifle, or other municipal, governmental or lawful authority whatsoever.

Tenant shall not permit any noxious or offensive odors to exist in or around the Leased Premises.

Tenant covenants that it will exercise the highest duty of care to maintain the Leased Premises in a clean condition.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times. The owner shall be responsible for the roof. The tenant shall be responsible for the remainder of the building. Landlord will be liable for all costs associated with repairing the roof and maintain it in good repair. Landlord shall make all reasonable efforts to maintain the roof in good condition in a reasonable time period. Landlord shall not be liable to Tenant or to any other person whatsoever for any damage arising from the leakage, obstruction, interruption, failure or discontinuance of all or any part of any utility or utility system in or about the Leased Premises or the Building, or from water being upon or coming through the roof or vents, due to causes other than the

negligence of Landlord, nor for any damage arising from any acts or neglect of the public.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount equal to 100% of the full replacement value. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

LIABILITY INSURANCE. Tenant agrees at its own expense to maintain in full force during the lease term policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in Colorado which will insure Tenant and Landlord against liability for injury to persons and/or property, and death of any person or persons occurring in or about the Leased Premises. Each policy shall be approved as to form and insurance company by Landlord. The liability under such insurance shall not be less than \$500,000.00 for any one person injured or killed, and not less than \$500,000.00 for any one accident, and not less than \$100,000.00 property damage. The policies shall name as insured parties, Tenant and Landlord and any persons, firms or corporations designated by Landlord and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to the Landlord. If Tenant fails to comply with this paragraph, Landlord shall have the right to obtain the said insurance and pay the premiums therefore and in such event the entire amount of such premium shall be immediately paid by Tenant to Landlord.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a

responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises shall be damaged by fire or other casualty, Landlord shall, in Landlord's sole judgment reasonably exercised, determine the length of the time required to restore and repair the Premises to tenantable condition, and shall notify Tenant of such determination within 10 days after the occurrence of such fire or other casualty. If it is determined that the Premises cannot be restored to tenantable condition within ninety (90) days, then either Landlord or Tenant may terminate this Lease by giving written notice of termination to the other within ten (10) days after Landlord shall have notified Tenant of the time required for such restoration. If neither party shall so terminate this Lease, or if the Premises can be restored to tenantable condition within ninety (90) days, then Landlord shall, at Landlord's own expense, restore and repair the same to tenantable condition as speedily as possible and the rent shall be abated, in whole or in part, according to the portion of the Premises rendered untenable, during the period of such restoration and repair; except that there shall be no abatement of rent if such fire or other casualty shall be caused by the acts or neglects of Tenant, or Tenant's agents, employees, invitees, or licensees. Notwithstanding the foregoing, Landlord shall have no obligation to restore or repair any fixtures or other improvements placed upon the Premises by Tenant and Tenant shall have the sole obligation to repair and restore such items. In the event that the Building shall be so damaged by fire or other casualty that demolition or substantial reconstruction is required (whether or not the Premises be affected thereby), then Landlord may terminate this Lease by giving Tenant written notice of such termination within thirty (30) days after the date of such damage.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DEFAULTS. The occurrence of any of the following shall constitute an event of default:

Delinquency by the Tenant in payment of any rent under this Lease for a period of five (5) days from the date such rent became due and payable.

Delinquency by the Tenant in the performance of or compliance with any of the other obligations of Tenant contained in this Lease, for a period of ten (10) days after written notice thereof from Landlord to Tenant.

Filing by or against the Tenant in any court pursuant to any statute either of the United States or of any state, of a petition of bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee, of all or a portion of the Tenant's property, if within ninety (90) days after the commencement of any such proceedings involving the Tenant such petition shall not have been dismissed.

In the event of default in non-payment of rent as defined above, this Lease shall automatically terminate on the date specified in the Landlord's three (3) day notice for payment of rent or surrender of possession of the premises under Section 13-40-104(d) (1973 C.R.S.), if Tenant fails to pay such rent as demanded in said notice. To avoid potential forfeiture on account of clerical error or oversight, Tenant shall have the right to require the Landlord to deliver a copy of any such notice to the President of a banking institution in Rifle, Colorado, or to another responsible person in Rifle, Colorado to permit Tenant to arrange for payment of such rent within said three (3) day period. If notice of the identity and address of such bank or person shall be specified in writing by Tenant under the circumstances described above, this Lease shall automatically terminate on the date specified in landlord's three (3) days notice to such bank or person under Section 13-40-10(e) (1973 C.R.S.).

Upon the termination of this Lease pursuant to the preceding paragraph, the Tenant shall peacefully surrender the Leased Premises to the Landlord, and the Landlord upon or at any time after any such termination, may, without further notice reenter the Leased Premises and repossess it by force, summary proceedings, ejectment or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the Leased Premises, and may have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom.

Should Tenant be dispossessed of the Leased Premises by operation of law or otherwise, any personal property belonging to Tenant left on the premises shall, at the Landlord's sole option, be deemed to be abandoned to the Landlord, or Landlord may store such property in Tenant's name and at Tenant's expense with notice to Tenant.

In the event of default by Landlord, the Tenant shall have all rights and remedies available at Law or in equity.

ARBITRATION. Any controversy or claim relating to this contract, including the construction of application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: Muc A Ho & Jessica Ho
Address: 1032 East 19th Street
Rifle, CO 81650

TENANT:

Name: J&L, Inc. dba Shanghai Garden
Address: 1538 Railroad Avenue
Rifle, CO 81650

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if agreed upon and signed by all parties of this Lease.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Colorado.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

SECURITY DEPOSIT. Tenant shall, upon execution hereof, deposit with Landlord as security for the performance of all terms, covenants, and conditions of this Lease, the sum of \$4,000.00 to be retained by the Landlord until the expiration of this Lease, and any renewals or extensions thereof, at which time the deposit shall either be returned to Tenant or retained by Landlord in accordance with the provisions of C.R.S. 38-12-101, et seq., 1973. In no way is it understood or to be construed that this security deposit is to be considered as the final rental payment due under this Lease. No interest shall be paid on the security deposit.

LANDLORD:

Muc A. Ho & Jessica Ho

Jessica Ho
Jessica Ho

Date: 9/17/14

TENANT:

J&L, Inc. dba Shanghai Garden

Jack Chen
Jack Chen

Date: 9/17/14

REAL ESTATE LEASE ADDENDUM

This Lease Agreement (this "Lease") is made effective as of September 15, 2014, by and between Muc A. Ho and Jessica Ho, ("Landlord"), and J&L, Inc. dba Shanghai Garden ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a restaurant (the "Premises") located at 1538 Railroad Avenue, Rifle, CO 81650

ADDENDUM. The first month's rent (September 15, 2014 through September 30, 2014) shall be prorated to \$2,666.67 for 16 days of possession.

LANDLORD:

Muc A. Ho & Jessica Ho

Jessica Ho
Jessica Ho

Date: 9/17/14

TENANT:

J&L, Inc. dba Shanghai Garden

Jack Chen
Jack Chen

Date: 9/17/14

Equipment List

Category	Item	Quantity	Location	Notes
equipment	walk-in cooler			
	walk-in freezer			
	ice machine			
	hood			
	deep fryer	2		
	burner			
	rice warmer	2		
	rice cooker			
	soup warmer	3		
	3-compartment sink			
	hand sink	2		
	stand up beer cooler			
	stainless steel table	6		
	Extra Large Silver Pan	30		
	Large Silver Pan	13		
	Medium Silver Pan	7		
	Small Silver Pan	41		
	Silver Flat Pan	30		
	plates	reasonable quantity as being used		
	silver ware	reasonable quantity as being used		
	tools	reasonable quantity as being used		
	soup bowls	reasonable quantity as being used		
	drinking glasses	reasonable quantity as being used		
	tea cups	reasonable quantity as being used		
	tea pot			
	silver bowl	15		
	shelves	14		
	microwave oven	2		

Equipment List

Category	Item	Quantity	Location	Notes
furniture	tables			
	booths			
equipment	buffet warmer/table			
	salad bar			
	open sign			
	cashier counter			
	cash register			
	calculator	3		
	telephone			
	white cabinets behind			
	lights	14		
	bussing tubs	50		
	decorations			

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
 J&L, Inc. dba Shanghai Garden

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

3. List any other names you have used.

4. Mailing address (if different from residence)

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 971 Lincoln Street	Craig, CO 81625	2012	Present
Previous 1125 West 6th Street	Craig, CO 81625	2007	2012

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
J&L, Inc. dba Shanghai Garden	1538 Railroad Avenue, Rifle, CO 81650	Owner/Manager	8/2014	Present
Galaxy	524 Yampa Avenue, Craig, CO 81625	Cook/Manager	2007	2013

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.

14. Financial information.

a. Total purchase price \$ 100,000.00 (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 \$ 100,000.00

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
Cash/Check	Personal Funds: Alpine Bank	\$100,000.00

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <u>Jack Chen</u>	Title President	Date 9/17/14
---------------------------------------	--------------------	-----------------

Agreement to Sell and Buy Business

Agreement made this 15th of September, 2014 by and between

J and E, Co. (dba Shanghai Garden) of Rifle, CO
(hereinafter referred to as "Seller")

and

J&L, Inc. (dba Shanghai Garden) of Rifle, CO
(hereinafter referred to as the "Buyer").

Whereas the Seller desires to sell and the Buyer desires to buy the business of a certain restaurant now being operated at 1538 Railroad Avenue, Rifle, CO 81650 and known as Shanghai Garden as contained in the attached Schedule "A", the parties hereto agree and covenant as follows:

1. The total purchase price for all goodwill is \$100,000 US Dollars payable as follows:
 - (a) \$100,000.00 paid by cashier's check at closing, (September 15, 2014)
2. The property to be sold hereunder shall be conveyed by a standard form Bill of Sale duly executed by Seller on September 15, 2014 upon receiving payment.
3. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.
4. The Seller shall maintain all operating licenses in good standings until the Buyer, within reasonable time, acquires their own operating licenses.
5. Operating expenses including but not limited to rent, taxes, payroll, utilities, advertising and water shall be the responsibility of the Seller through September 15, 2014. The Buyer accepts responsibility of all operating expenses from September 16, 2014.
6. The Seller promises and agrees not to engage in the same type of business as the one being sold, for 3 years from the date of this instrument within a 10 mile radius of Rifle, CO.

7. Any fees for professional services related to the execution of this agreement will be split equally by the Seller and the Buyer.
8. The Seller and the Buyer will negotiate the price of inventory on the date of actual transfer of the inventory.
9. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
10. If this Agreement shall contain any term or provision which shall be invalid or against public policy, than the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first written above.

Jessica Ho
Seller (J and E, Co.)

Jack Shen
Buyer (J&L, Inc.)

STATE OF COLORADO)

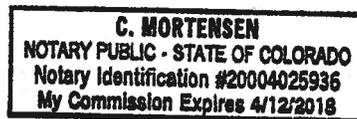
) ss.

COUNTY OF GARFIELD)

Subscribed and sworn to before me this 17th day of Sept. 2014.

Witness my hand and official seal.

My commission expires: 4-12-18.



[Signature]
Notary Public

Attachment to Agreement to Sell and Buy Business

J and E, Co. dba Shanghai Garden & J&L, Inc. dba Shanghai Garden

Schedule "A"

Assets:

Goodwill	\$ 100,000.00
Inventory	Not Included*

**(The Seller and the Buyer will negotiate the price of inventory on the date of actual transfer of the inventory per item #9 in the Agreement to Sell and Buy Business.)*

Seller:

 Jessica Ho
J and E, Co.: Jessica Ho

 9/17/14
Date

Purchaser:

 Jack Chen
J&L, Inc.: Jack Chen

 9/17/14
Date

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

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

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

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

Dated this 17th day of Sept., 20 14.

Seller:

J and E, Co.; #42602350000

Licensee & License Number

Shanghai Garden

Trade name



Signature

President

Position

Sandy Ho

Print Name

Buyer:

J&L, Inc.

Applicant

Shanghai Garden

Trade name



Signature

President

Position

Jack Chen

Print Name



Colorado Secretary of State
 Date and Time: 08/28/2014 03:54 PM
 ID Number: 20141529608
 Document number: 20141529608
 Amount Paid: \$1.00

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

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

J&L, Inc.

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

2. The principal office address of the corporation's initial principal office is

Street address

971 Lincoln Street
(Street number and name)

Craig CO 81625
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Chen Jack
(Last) (First) (Middle) (Suffix)

or

(if an entity)

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

Street address

971 Lincoln Street
(Street number and name)

Craig CO 81625
(City) (State) (ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

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

Cose Lexina
(Last) *(First)* *(Middle)* *(Suffix)*
1605 Grand Avenue, Suite F
(Street number and name or Post Office Box information)

Glenwood Springs CO 81601
(City) *(State)* *(ZIP/Postal Code)*

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

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

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

Disclaimer:

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



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

From: Lisa Hamilton, City Clerk

Date: Thursday, November 13, 2014

Subject: Special Event Liquor Permit: HomeCare and Hospice of the Valley

HomeCare and Hospice of the Valley has applied for a Special Event Permit to serve liquor at the Trees of Hospice event at Grand River Conference Center at 501 Airport Road on December 11, 2014 from 5:30 p.m. to 8:30 p.m.

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 November 19, 2014 agenda on this application; and
- 2) Approve a Special Event Permit for HomeCare and Hospice of the Valley to serve liquor at Trees of Hospice event at Grand River Conference Center at 501 Airport Road on December 11, 2014 from 5:30 p.m. to 8:30 p.m.

CR 6499 (08/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1575 SHERMAN STREET
 DENVER CO 80202
 (303) 806-6200

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: **HomeCare & Hospice of the Valley** State Sales Tax Number (Required)
26-3851313

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, citytown and ZIP) PO Box 12316 Basalt, CO 81621	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (Include street, citytown and ZIP) Grand River Hospital District 501 Airport Rd Rifle, CO 81650
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES. BODY OF ORG. or POLITICAL CANDIDATE Markay Butler			
5. EVENT MANAGER Andrea Dill			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
12/11/2014	From 5:30 p .m.		To 8:30 p .m.												

OATH OF APPLICANT

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

SIGNATURE	TITLE Event Manager	DATE 10/29/2014
-----------	-------------------------------	---------------------------

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			TOTAL
License Account Number	Liability Date	State	
			-750 (000) \$

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) 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**

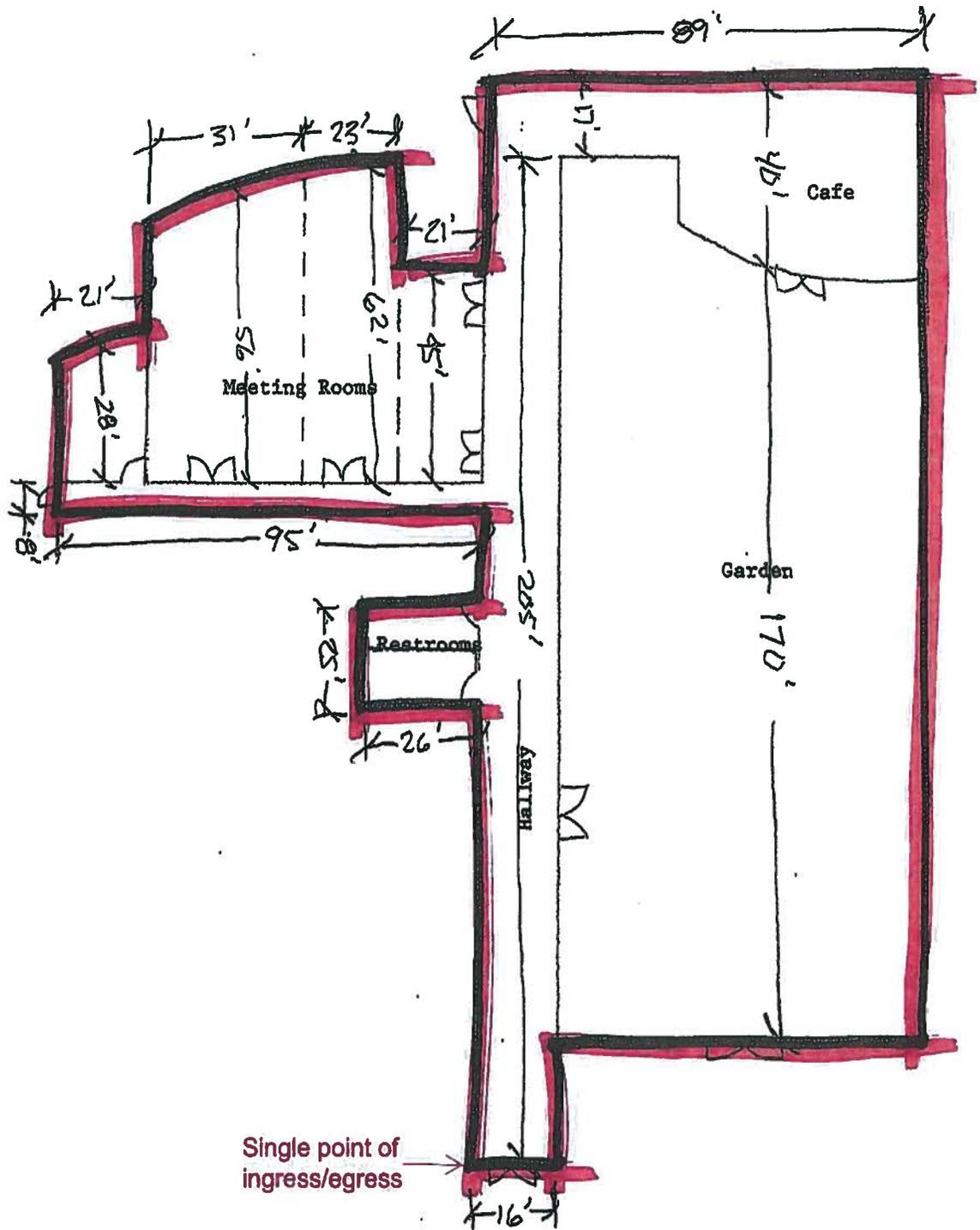
(12-48-102 C.R.S.)

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.

Grand River Hospital District





HOSPITAL SERVICES | FAMILY MEDICINE | WOMEN'S HEALTH | INTERNAL MEDICINE | SPECIALTY SERVICES
LONG TERM CARE | OCCUPATIONAL HEALTH SERVICES | SCHOOL BASED HEALTH

November 4, 2014

To Whom It May Concern:

Permission is granted for the Hospice of the Valley to have a Special Events Permit for alcoholic beverages during their event to be held on Grand River Hospital District's premises on Thursday, December 11, 2014.

Please contact me if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink that reads "James C. Coombs, Jr." with a stylized flourish at the end.

James C. Coombs, Jr., CEO
Grand River Hospital District



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,

Hospice of the Valley, Inc.

is a **Nonprofit Corporation** formed or registered on 10/31/2008 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 20081578213.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/24/2012 that have been posted, and by documents delivered to this office electronically through 12/26/2012 @ 10:59:37.

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 12/26/2012 @ 10:59:37 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8417686.



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

Secretary of State of the State of Colorado

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

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

City of Rifle
Special Event Liquor Permit Application

Name of Applicant / Organization: HomeCare & Hospice of the Valley

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? 12-1-2014
2. Describe your event.
A community memorial event. See attached invitation.
3. Explain the nature of your organization, its function, and who or what benefits from its operations. The mission of HomeCare and Hospice of the Valley is to provide dignified and compassionate, palliative and end of life care for patients and their families.
4. Who or what organization will be the recipient of funds derived from this event?
HomeCare & Hospice of the Valley
5. How many attendees do you expect at this event? 35
6. Describe the premises at which this event will take place.
The Colorado River Room at Grand River Hospital District.
7. What security measures will you take to ensure your event will be safe for all participants?
HomeCare & Hospice of the Valley staff and volunteers will make sure our event is safe for participants. Grand River Hospital staff are also available at the event.
8. How many security personnel will be on hand? 5 staff and volunteers
9. How will security personnel be identified?
Name tags
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?
The event is indoors.

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

There will be speakers and background music.

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?

Identification will be checked at the bar.

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

The level of intoxication and conduct of attendees will be monitored by HomeCare & Hospice of the Valley staff and volunteers. Bartenders will also be monitoring level of intoxication.

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).

Zach McCue and Adam Eppler

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

Coffee, tea, lemonade and water. Various snacks, cheese and crackers, holiday cookies as provided by Grand River Hospital.

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

Donors to HomeCare & Hospice of the Valley will receive invitations. It is also advertised in the Rifle Citizen and the Glenwood Post Independent.

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: 10-29-2014

Remembering....

When people come together around a shared experience such as loss, the result can be magic. These events are offered as a way for hearts to collectively gather with no purpose other than to heal through remembering.

When we remember, we reconnect.
When we reconnect, we are strengthened.

If you have experienced loss in your life, please join us for one of these evenings of remembrance and give yourself the gift of this strengthening love.



Maybe a cure isn't possible, but care is...



Time to Remember a Loved One...

Please join us for the annual Trees of Hospice events this December.

Over the last 25 years this event has given our communities a unique way to celebrate and remember the lives of friends and family. This year we will host ceremonies in five locations throughout the Roaring Fork, Eagle and Colorado River Valleys.

Those who wish to make a donation in remembrance of their loved ones will receive a handcrafted ornament as a keepsake. We will also read the name(s) of those you wish to honor at the location(s) you designate as we light the Trees of Hospice in their memory. Simply complete and return the enclosed envelope with the specific information.

Please Join Us

December 2	Viceroy Snowmass, Snowmass Village, 5:30 pm
December 3	Colorado Mountain College, Edwards, 6:00 pm
December 4	Valley View Hospital, Glenwood Springs, 5:30 pm
December 8	The Little Nell, Aspen, 5:30 pm
December 11	Grand River Hospital, Rifle, 5:30 pm

Hors d'oeuvres and refreshments will be served at a reception that follows each event.

Donations

All donations go directly to Hospice of the Valley to ensure excellent and compassionate care for those in our community. Please know that by donating, you will help another family through the hospice journey.

Donations may be sent to:

GLENWOOD SPRINGS
Hospice of the Valley
1901 Grand Ave
Glenwood Springs, CO 81601

Hospice of the Valley is a
501 (c) 3 nonprofit organization
and all donations are tax deductible,
tax ID# 26-3651313.

www.hcotv.org



MEMORANDUM

To: Matt Sturgeon, City Manager
 From: Charles Kelty, Finance Director
 Date: November 11, 2014
 Subject: September 2014 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the nine-month's ending September 30, 2014, is \$6,419,135, a 3% increase from the previous year's \$6,205,159.

Sales tax revenues are \$5,758,319 and 2% increase from the previous year's \$5,623,090. Building and Motor Vehicle Use Tax revenues are \$561,202, and 14% increase from the previous year's \$491,064. Lodging Taxes revenues are \$99,614 and 9% increase from the previous year's \$91,005.

**Sales Taxes
 Prior Year Comparison**

Business Category	For Sales in September			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Bars and Restaurants	\$ 66,495	\$ 66,768	0%	\$ 576,113	\$ 583,074	1%
Car Parts and Sales	42,863	39,123	-9%	366,076	409,688	12%
Food	86,285	98,525	14%	769,226	835,998	9%
General Retail	293,349	325,962	11%	2,318,009	2,388,898	3%
Hardware	61,426	17,606	-71%	233,393	160,303	-31%
Liquor Stores	18,646	20,965	12%	169,168	171,869	2%
Motels	20,623	22,538	9%	171,023	169,451	-1%
Oil & Gas	35,205	52,381	49%	374,948	333,406	-11%
Leasing/Misc	21,123	19,114	-10%	190,574	209,136	10%
Utilities	48,588	53,331	10%	454,561	496,497	9%
Total	\$ 694,603	\$ 716,314	3%	\$ 5,623,090	\$ 5,758,319	2%
Allocation to Funds:						
General Fund	\$313,372	\$323,167	3%	\$2,536,874	\$2,597,882	2%
Street Improvement	81,718	84,272	3%	661,540	677,449	2%
Rifle Information Center	13,500	13,922	3%	109,286	111,915	2%
Parks & Recreation	163,436	168,544	3%	1,323,080	1,354,899	2%
Water Fund	122,577	126,408	3%	992,310	1,016,174	2%
	\$694,603	\$716,314	3%	\$5,623,090	\$5,758,319	2%





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

Business Category	For Sales in September			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Building Use Taxes	\$4,162	\$2,207	-47%	\$88,968	\$134,687	51%
Motor Vehicle Use Taxes	49,121	53,277	8%	402,096	426,515	6%
Total Use Tax	\$ 53,283	\$ 55,484	4%	\$ 491,064	\$ 561,202	14%
Fund Allocation:						
General Fund	\$24,039	\$25,032	4%	\$221,545	\$253,188	14%
Street Improvement	6,269	6,528	4%	57,772	66,024	14%
Rifle Information Center	1,036	1,078	4%	9,544	10,907	14%
Parks & Recreation	12,537	13,055	4%	115,544	132,048	14%
Water Fund	9,403	9,791	4%	86,658	99,036	14%
Total USE Tax	\$53,283	\$55,484	4%	\$491,064	\$561,202	14%

**Lodging Taxes
Prior Year Comparison**

Business Category	For Sales in September			Year-to-Date		
	2013	2014	% Change	2013	2014	% Change
Lodging Taxes	\$9,844	\$13,240.00	34%	\$91,005	\$99,614	9%
Total Lodging Tax	\$ 9,844	\$ 13,240	34%	\$ 91,005	\$ 99,614	9%

Total Sales, Use, Lodging Taxes	\$ 757,730	\$ 785,038	4%	\$ 6,205,159	\$ 6,419,135	3%
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MEMORANDUM

To: Matt Sturgeon, City Manager
From: Charles Kelty, Finance Director
Date: November 12, 2014
Subject: September 2014 Financial Reports

Attached are the Financial Reports for the nine months ending September 30, 2014.

Page 1 **General Fund Revenues** – Total revenues are \$7,706,821, which compared to the prior year's \$6,268,923 is \$1,437,898 and 23% higher. The increase during 2014 is primarily due to the Severance Tax and Federal Mineral Lease revenues. The amount received in September 2014 was \$2,273,787 and a \$1,160,059 increase from September 2013.

General Fund Expenditures – Total expenditures are \$5,591,000, which compared to the prior year's \$5,808,360 is \$217,360 and 4% less.

Page 2 **Visitor Improvement Fund** – Total revenues are \$100,506, which compared to the prior year's \$98,855 is \$1,651 and 2% higher. Total expenditures are \$86,861, which compared to the prior year's \$89,194 is \$2,333 and 3% less.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$1,809,507, which compared to the prior year's \$2,466,399 is \$656,892 and 27% less.

Parks & Recreation Fund Expenditures – Expenditures are \$2,293,031, which compared to the prior year's \$1,845,874 is \$447,157 and 24% higher.

Page 4 **Water Fund Revenues** – Overall, revenues are \$3,594,532, which compared to the prior year's \$3,494,228 is \$100,304 and 3% higher.

Water Fund Expenses – Overall, total expenses are \$4,089,873, which compared to the prior years \$2,495,551 is \$1,594,322 and 64% higher. The primary reason for the increase in costs is due to the Water Treatment Plant debt payments made during 2014.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$1,935,713, which compared to the prior year's \$1,883,775 is \$51,938 and 3% higher.

Wastewater Expenses – Total expenses were \$2,160,117, which compared to the prior year's \$2,357,947 is \$197,830 and 8% lower.





Page 6

Sanitation Fund Revenues – Total revenues are \$381,189, which compared to the prior year's \$357,994 is \$23,195 and 6% higher.

Sanitation Fund Expenses – Total expenses are \$360,575, which compared to the prior year's \$363,579 is \$3,004 and 1% lower.



CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	6,702,819.00	2,852,811.39	7,706,820.53	(1,004,001.53)	6,268,923.44
	6,702,819.00	2,852,811.39	7,706,820.53	(1,004,001.53)	6,268,923.44
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	64,977.00	4,701.08	47,273.68	17,703.32	48,934.08
CITY CLERK	166,646.00	16,067.91	115,453.79	51,192.21	128,123.38
MUNICIPAL COURT	178,536.00	14,701.48	119,891.44	58,644.56	125,425.44
CITY MANAGER	198,314.00	15,708.24	147,311.52	51,002.48	165,631.99
GOVERNMENT AFFAIRS	137,665.00	9,317.13	95,059.36	42,605.64	63,920.79
FINANCE	484,803.00	32,652.58	363,412.79	121,390.21	356,989.75
ATTORNEY	219,000.00	24,678.83	136,398.60	82,601.40	153,409.21
PLANNING/ZONNING	276,748.00	20,527.17	176,454.75	100,293.25	478,721.73
CITY HALL	173,137.00	19,662.24	130,280.54	42,856.46	137,215.52
GROUNDS AND FACILITY MAINT.	75,656.00	7,970.58	50,377.19	25,278.81	49,378.67
COMMUNITY ACCESS TV	146,324.00	15,275.91	165,127.01	(18,803.01)	107,519.30
POLICE	2,443,106.00	196,607.17	1,808,869.61	634,236.39	1,739,182.67
JUSTICE CENTER BLDG. OPERATION	95,600.00	3,567.37	67,918.97	27,681.03	66,505.38
BUILDING INSPECTIONS	151,321.00	6,027.99	63,822.02	87,498.98	105,567.97
STREETS	1,405,942.00	102,518.54	870,998.50	534,943.50	731,946.12
CONSTRUCTION CREW - INHOUSE	.00	.00	.00	.00	94,427.61
PW - ENGINEERING	284,721.00	20,078.25	194,834.31	89,886.69	199,035.86
ANIMAL SHELTER	81,536.00	.00	59,652.00	21,884.00	62,792.25
CEMETERY O & H	67,005.00	8,109.71	47,227.41	19,777.59	45,491.68
SENIOR CENTER	467,195.00	28,950.79	397,476.50	69,718.50	393,697.27
UTE THEATRE OPERATIONS	124,766.00	10,310.67	72,499.49	52,266.51	.00
NON DEPARTMENTAL	557,312.00	37,401.81	460,660.46	96,651.54	394,442.78
OPERATING TRANSFERS OUT	255,000.00	.00	.00	255,000.00	160,000.00
	8,055,310.00	594,835.45	5,590,999.94	2,464,310.06	5,808,359.45
	(1,352,491.00)	2,257,975.94	2,115,820.59	(3,468,311.59)	460,563.99

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2014

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,300.00	18,081.17	100,506.05	17,793.95	98,854.97
	118,300.00	18,081.17	100,506.05	17,793.95	98,854.97
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	118,300.00	215.10	86,861.23	31,438.77	89,194.04
	118,300.00	215.10	86,861.23	31,438.77	89,194.04
	.00	17,866.07	13,644.82	(13,644.82)	9,660.93

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 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	187,915.37	1,809,506.71	817,812.29	2,466,399.34
	<u>2,627,319.00</u>	<u>187,915.37</u>	<u>1,809,506.71</u>	<u>817,812.29</u>	<u>2,466,399.34</u>
<u>EXPENDITURES</u>					
RECREATION	413,594.00	21,307.00	278,008.00	135,586.00	344,872.24
POOL	190,905.00	5,958.23	177,812.88	13,092.12	187,591.55
RIFLE FITNESS CENTER	.00	.00	(62.09)	62.09	213,518.54
COMMUNITY EVENTS	42,025.00	(568.12)	16,167.35	25,857.65	62,035.20
PARK MAINTENANCE	1,074,152.00	99,948.33	769,600.22	304,551.78	728,589.43
PARKS CAPITAL	1,580,750.00	203,720.79	956,919.44	623,830.56	185,791.10
NON-DEPARTMENTAL	113,468.00	1,891.29	44,397.50	69,070.50	68,287.94
OPERATING TRANSFER OUT	99,417.00	5,576.42	50,187.78	49,229.22	55,187.78
	<u>3,514,311.00</u>	<u>337,833.94</u>	<u>2,293,031.08</u>	<u>1,221,279.92</u>	<u>1,845,873.78</u>
	<u>(886,992.00)</u>	<u>(149,918.57)</u>	<u>(483,524.37)</u>	<u>(403,467.63)</u>	<u>620,525.56</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,043,259.00	287,072.78	2,401,133.76	642,125.24	2,345,974.14
WATER RIGHTS REVENUE	17,250.00	69.03	11,490.90	5,759.10	7,942.93
CAPITAL REVENUE	1,378,500.00	1,773.44	22,620.85	1,355,879.15	50,544.43
WTP SALES & USE TAX REVENUES	1,404,596.00	131,361.52	1,159,286.64	245,309.36	1,089,766.98
	<u>5,843,605.00</u>	<u>420,276.77</u>	<u>3,594,532.15</u>	<u>2,249,072.85</u>	<u>3,494,228.48</u>
<u>EXPENDITURES</u>					
WATER O&H	2,134,324.00	156,602.90	1,569,060.83	565,263.17	1,819,157.76
WATER RIGHTS	122,000.00	4,089.96	106,110.11	15,889.89	77,237.70
WATER SYSTEM IMPROVEMENTS	17,812,755.00	327,879.03	1,200,517.37	16,612,237.63	599,155.20
WATER TREATMENT PLANT DEBT	1,411,842.00	.00	1,214,184.39	197,657.61	.00
	<u>21,480,921.00</u>	<u>488,571.89</u>	<u>4,089,872.70</u>	<u>17,391,048.30</u>	<u>2,495,550.66</u>
	<u>(15,637,316.00)</u>	<u>(68,295.12)</u>	<u>(495,340.55)</u>	<u>(15,141,975.45)</u>	<u>998,677.82</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,613,699.00	210,092.92	1,923,934.03	689,764.97	1,849,031.08
WASTE WATER REVENUE	20,000.00	275.61	11,778.85	8,221.15	34,744.40
	<u>2,633,699.00</u>	<u>210,368.53</u>	<u>1,935,712.88</u>	<u>697,986.12</u>	<u>1,883,775.48</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,889,586.00	149,879.66	2,157,526.72	732,059.28	2,258,493.52
SEWER SYSTEM IMPROVEMENTS	130,000.00	587.21	2,590.21	127,409.79	99,453.31
	<u>3,019,586.00</u>	<u>150,466.87</u>	<u>2,160,116.93</u>	<u>859,469.07</u>	<u>2,357,946.83</u>
	<u>(385,887.00)</u>	<u>59,901.66</u>	<u>(224,404.05)</u>	<u>(161,482.95)</u>	<u>(474,171.35)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2014

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	503,850.00	42,672.00	381,188.88	122,661.12	357,993.73
	503,850.00	42,672.00	381,188.88	122,661.12	357,993.73
<u>EXPENDITURES</u>					
SANITATION	480,127.00	38,723.32	360,575.42	119,551.58	363,578.88
	480,127.00	38,723.32	360,575.42	119,551.58	363,578.88
	23,723.00	3,948.68	20,613.46	3,109.54	(5,585.15)

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						
	SI81851	BAR SCABBARD	10/14/2014	5.99	.00	
	SI82051	PROPANE FUEL	10/24/2014	24.52	.00	
Total 1003:				30.51	.00	
1018						
Valley Lumber						
	1155	PVC SCH 40 ML APT	10/24/2014	5.96	.00	
	1255	SUPPLIES	10/27/2014	1.43	.00	
	1297	SUPPLIES	10/28/2014	1.11	.00	
	1306	SUPPLIES	10/28/2014	6.49	.00	
	1348	SUPPLIES	10/29/2014	57.98	.00	
	1355	SUPPLIES	10/29/2014	19.96	.00	
	1362	SUPPLIES	10/29/2014	11.32	.00	
	1384 102914	SUPPLIES	10/29/2014	70.47	.00	
	1405	SUPPLIES	10/30/2014	122.98	.00	
	1436	SUPPLIES	10/30/2014	92.99	.00	
	1443	SUPPLIES	10/30/2014	5.99	.00	
	1463	SUPPLIES	10/31/2014	7.09	.00	
	1475	SUPPLIES	10/31/2014	25.98	.00	
	1528	SUPPLIES	11/03/2014	17.45	.00	
	1529	SUPPLIES	11/03/2014	4.99	.00	
	1538	SUPPLIES	11/03/2014	34.46	.00	
	1555	SUPPLIES	11/03/2014	49.99	.00	
	1560	SUPPLIES	11/03/2014	11.99	.00	
	1578	SUPPLIES	11/04/2014	51.98	.00	
	1588	SUPPLIES	11/04/2014	111.80	.00	
	1606	SUPPLIES	11/04/2014	20.97	.00	
	1627	SUPPLIES	11/05/2014	4.58	.00	
	1663	SUPPLIES	11/05/2014	20.89	.00	
	1687	SUPPLIES	11/06/2014	16.49	.00	
	1691	SUPPLIES	11/06/2014	5.63	.00	
	1692	HEX NUT	11/06/2014	2.82	.00	
	1698	SUPPLIES	11/06/2014	134.85	.00	
	1700	SUPPLIES	11/06/2014	3.99	.00	
	1707	SUPPLIES	11/06/2014	68.47	.00	
	1728	VERT GFCI COVER GRAY	11/07/2014	6.22	.00	
	1748	MACHINE BOLT	11/07/2014	1.39	.00	
	566	SUPPLIES	10/10/2014	3.96	.00	
	662	SPRAY PAINT BLUE	10/13/2014	38.94	.00	
	698	SUPPLIES	10/14/2014	4.48	.00	
	785	SUPPLIES	10/16/2014	57.60	.00	
	788	SUPPLIES	10/16/2014	4.49	.00	
Total 1018:				1,108.18	.00	
1022						
Central Distributing Co						
	106843	SUPPLIES	10/29/2014	288.52	.00	
	106851	SUPPLES	10/29/2014	77.07	.00	
	107151	SUPPLES	10/30/2014	24.74	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	107586	SUPPLES	11/05/2014	171.31	.00	
	107587	SUPPLES	11/05/2014	320.20	.00	
	108148	SUPPLES	11/10/2014	20.04	.00	
Total 1022:				901.88	.00	
1023						
Chelewski Pipe & Supply						
	143273	PIPE & FITTINGS	10/07/2014	5.94	.00	
	143328	PIPE & FITTINGS	10/17/2014	48.58	.00	
	143349	PIPE & FITTINGS	10/21/2014	1.32	.00	
	143359	PIPE & FITTINGS	10/22/2014	262.66	.00	
Total 1023:				318.50	.00	
1062						
Dana Kepner Company						
	1399954-00	WIRE TR/PL	10/29/2014	1,585.70	.00	
Total 1062:				1,585.70	.00	
1065						
Dodson Engineered Products Inc						
	183911	ADS FLARED END SECTION	10/10/2014	2,239.35	.00	
Total 1065:				2,239.35	.00	
1076						
Garfield County Treasurer						
	2014-0000042	Landfill	11/06/2014	1,060.84	.00	
Total 1076:				1,060.84	.00	
1087						
Grainger						
	9581536993	HEAVY DUTY CABLE TIE	10/29/2014	33.22	.00	
	9586253974	HAND CARRY	11/04/2014	96.48	.00	
Total 1087:				129.70	.00	
1094						
Hy-way Feed & Ranch Supply						
	594516	WADDLE	09/19/2014	42.50	.00	
Total 1094:				42.50	.00	
1100						
Karp, Neu, Hanlon P.c.						
	103114	GENERAL PLANNING	10/31/2014	3,362.50	.00	
	103114.	wATER	10/31/2014	3,865.25	.00	
	103114/	RIFLE remedies	10/31/2014	537.50	.00	
	19686	GENERAL NON PLANNING	10/31/2014	8,638.70	.00	
Total 1100:				16,403.95	.00	
1105						
Meadow Gold Dairies						
	50220425	DAIRY PRODUCTS/SENIOR CT	10/30/2014	87.51	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	50220499	DAIRY PRODUCTS/SENIOR CT	11/06/2014	134.97	.00	
Total 1105:				222.48	.00	
1110						
Napa Auto Parts						
	354547	COMBO BALL MOUNT	10/07/2014	37.68	.00	
	354909	LITERBAGS	10/09/2014	23.74	.00	
	357352	RIVETS	10/27/2014	21.00	.00	
	357960	PRESTO PIN	10/31/2014	4.99	.00	
	357965	RACE TOGGLE RED COVER	10/31/2014	12.44	.00	
	358037	AUTOMOTIVE COATING	10/31/2014	141.56	.00	
	358360	LINCH PIN	11/03/2014	4.99	.00	
	358556	MOTOR TUNE-UP	11/04/2014	88.32	.00	
	358601	O RINGS	11/05/2014	19.69	.00	
	358715	O RINGS	11/05/2014	6.00	.00	
Total 1110:				348.41	.00	
1120						
Xcel Energy Inc						
	0274556805	2515 W Centennial Pkway	10/30/2014	39.95	39.95	11/07/2014
	0274557076	2515 W Centennial Pkway	10/30/2014	34.63	34.63	11/07/2014
	0544274051	Pump 27346 Hwy 6&24	10/27/2014	5,463.74	5,463.74	11/07/2014
	0544284386	250 E 16th	10/27/2014	14.43	14.43	11/07/2014
	0544750540	2575 W Centennial Pkway	10/30/2014	22.05	22.05	11/07/2014
	0545016321	300 W 5th St Unit Pump	10/31/2014	54.93	54.93	11/07/2014
Total 1120:				5,629.73	5,629.73	
1132						
Rifle Lock & Safe						
	33399	REKEY	11/05/2014	36.00	.00	
	33401	DUPLICATE KEYS	11/06/2014	1.75	.00	
Total 1132:				37.75	.00	
1134						
Rifle City Petty Cash						
	11/3/14	Halloween Candy	11/03/2014	261.73	261.73	11/07/2014
Total 1134:				261.73	261.73	
1138						
Schmueser/Gordon/Meyer, Inc						
	9055A-193 103	PHASE 480	10/31/2014	3,648.75	.00	
	99055A-193	PHASE 001	10/31/2014	145.00	.00	
Total 1138:				3,793.75	.00	
1143						
Swallow Oil Company						
	1816 103114	DIESEL	10/31/2014	7,348.77	.00	
	1835 101514	car wash/	10/15/2014	15.50	.00	
Total 1143:				7,364.27	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1145						
Thatcher Company						
	1348748	Aluminum Sulfate for water treatm	10/23/2014	5,071.28	.00	
Total 1145:				5,071.28	.00	
1181						
Garfield Steel & Machine, Inc						
	00091219	NITROGEN FULL	11/04/2014	17.60	.00	
Total 1181:				17.60	.00	
1188						
Jean's Printing						
	142968	printing	10/12/2014	166.21	.00	
Total 1188:				166.21	.00	
1191						
Lewan & Associates, Inc						
	596139	B&W METER	11/05/2014	2.92	.00	
Total 1191:				2.92	.00	
1258						
Hach Company						
	9095894	FLD SVC CONTROLLER	10/30/2014	2,383.00	.00	
Total 1258:				2,383.00	.00	
1343						
Pitney Bowes - Purchase Power						
	800090000144	POSTAGE	10/14/2014	1,435.85	1,435.85	11/07/2014
Total 1343:				1,435.85	1,435.85	
1447						
Gempler's Inc.						
	1020346194	pickUP TOOL DOT REACHER	10/24/2014	82.90	.00	
Total 1447:				82.90	.00	
1692						
A-1 Traffic Control						
	32555	REFLECTOR BUTTON	10/28/2014	47.64	.00	
Total 1692:				47.64	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	1025134	READY MIX	09/10/2014	1,328.00	.00	
	1025624	READY MIX	09/11/2014	1,313.00	.00	
	1026385	READY MIX	09/16/2014	1,313.00	.00	
	1027160	READY MIX	09/17/2014	1,313.00	.00	
	1029864	READY MIX	10/01/2014	319.75	.00	
	1030092	READY MIX	10/02/2014	916.51	.00	
	1034679	READY MIX	10/23/2014	326.25	.00	
	1035558	MAMM CREEK-NB	10/25/2014	411.89	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1036265	READY MIX	10/27/2014	308.75	.00	
Total 1734:				7,550.15	.00	
1796 Sears						
	T335424	Senior Center	10/06/2014	29.99	29.99	11/07/2014
Total 1796:				29.99	29.99	
1830 Grand Valley Foods						
	132888	FOOD PRODUCT/SR CENTER	10/31/2014	261.70	.00	
	132943	FOOD PRODUCT/SR CENTER	11/07/2014	1,039.76	.00	
Total 1830:				1,301.46	.00	
2122 Utility Notification Center Co						
	21410687	RTL TRANSMISSION/WATER &	10/31/2014	104.04	.00	
Total 2122:				104.04	.00	
2208 Amerigas						
	3034098853	TANK RENT	10/31/2014	58.00	.00	
	3034312294	PROPANE	11/06/2014	404.32	.00	
Total 2208:				462.32	.00	
2255 California Contractors Supply						
	PP49172	SOCKET SET	10/22/2014	199.80	.00	
Total 2255:				199.80	.00	
2272 Fisher Scientific						
	1025490	GLASS PH ELECTRODE COMB	10/27/2014	266.33	.00	
Total 2272:				266.33	.00	
2310 Tomark Sports, Inc.						
	96446675	MAC ORANGE RUBBER ANCHO	10/27/2014	140.40	.00	
Total 2310:				140.40	.00	
2343 Mountain Pest Control						
	0363051	PEST CONTROL	10/15/2014	50.00	.00	
Total 2343:				50.00	.00	
2540 Walker Electric						
	5238	LED DRIVER	10/27/2014	157.30	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2540:				157.30	.00	
2573						
Mountain West Office Products						
	0570190-001	SUPPLES	11/05/2014	143.39	.00	
	0570199-002	SUPPLES	11/07/2014	64.49	.00	
Total 2573:				207.88	.00	
2621						
National Tactical Officer Asso						
	65975 9-14	NTOA Membership 9-14 thru 9-15	10/30/2014	40.00	40.00	11/07/2014
Total 2621:				40.00	40.00	
2829						
Mr T's Hardware & Bldg Supply						
	122211	COUPLINGS	10/01/2014	25.45	.00	
Total 2829:				25.45	.00	
3083						
ALSCO						
	1542270	SUPPLIES	10/28/2014	61.68	.00	
	1545029	SUPPLIES	11/04/2014	28.61	.00	
	1545030	SUPPLIES	11/04/2014	50.30	.00	
Total 3083:				140.59	.00	
3091						
Newman Signs Inc						
	TI-0279684	BRACKET CROSS TOP FLAT	10/28/2014	158.91	.00	
Total 3091:				158.91	.00	
3156						
Superwash Of Rifle						
	2008 102214	CAR WASH	10/22/2014	18.00	.00	
	2051 102214	CAR WASH	10/22/2014	14.39	.00	
	2052 102214	CAR WASH	10/22/2014	32.80	.00	
Total 3156:				65.19	.00	
3178						
Hanson Equipment,inc						
	8398	2015 Tandem Dump Truck	10/15/2014	110,000.00	.00	
	8399	2015 Equipment Trailer	10/15/2014	31,607.00	.00	
Total 3178:				141,607.00	.00	
3195						
Frontier Paving Inc						
	36326	RIFLE PATCHING	10/14/2014	15,257.45	.00	
	36327	ASPHALT	10/14/2014	4,908.70	.00	
	36329	ASPHALT	10/15/2014	114.00	.00	
	36349	ASPHALT	11/03/2014	673.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3195:				20,953.65	.00	
3251						
Mountain Communications And El						
	214381	GRASS MESA RENTAL	11/01/2014	250.00	.00	
Total 3251:				250.00	.00	
3347						
V.I.P. Trash Services LLC						
	60395	TRASH PICKUP/DDA	10/01/2014	150.00	150.00	11/07/2014
	60639	TRASH PICKUP/DDA	11/01/2014	150.00	150.00	11/07/2014
Total 3347:				300.00	300.00	
3755						
Wagner Equipment Co						
	P3814401	RENTAL EQUIPMENT	10/25/2014	9,430.00	.00	
Total 3755:				9,430.00	.00	
3982						
Cruise Control						
	0070076	REPLACE LOWER BALL JOINTS	10/03/2014	468.27	.00	
Total 3982:				468.27	.00	
4141						
True Brew Coffee Service						
	160512	COFFEE SUPPLIES/CITY HALL	11/07/2014	127.14	.00	
Total 4141:				127.14	.00	
4207						
Radio Shack						
	10169581	PEN PAL PEN HOLDER	10/07/2014	9.98	.00	
	10170229	15 AMP POWER SUPP	10/30/2014	93.96	.00	
	10170230	otterbox iphn	10/30/2014	49.99	.00	
	10170260	AQUATIC BLUE	10/31/2014	29.91	.00	
Total 4207:				183.84	.00	
4215						
Ziegler, James						
	1030149891	SAFETY EQUIPMENT	10/30/2014	985.00	.00	
	1030149894	LONG COMBO SD SET ORG	10/30/2014	270.90	.00	
Total 4215:				1,255.90	.00	
4406						
Rifle Creek Stone Inc						
	35298&35300	NATURAL 4-8	10/06/2014	341.04	.00	
Total 4406:				341.04	.00	
4469						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Advanced Mechanical Services I						
	470	REPAIR T10 ASSEMBLY	10/31/2014	1,360.00	.00	
Total 4469:				1,360.00	.00	
4753						
Rifle Truck & Trailer						
	8934	PUMP COVER	10/31/2014	47.68	.00	
	8939	D-RING LONG VERSION	11/03/2014	55.80	.00	
Total 4753:				103.48	.00	
4796						
Mountain Air Mechanical Hvac						
	10/29/2014	Mtn Air Maint Agreement PD	10/27/2014	1,055.00	1,055.00	11/07/2014
	20796	REPAIR HEATER	10/23/2014	917.23	.00	
	20805	REPAIR HEATER	10/23/2014	1,155.23	.00	
Total 4796:				3,127.46	1,055.00	
4969						
Stout's Electric Motor Service						
	46241	SHIELDED BEARING	10/29/2014	349.56	.00	
Total 4969:				349.56	.00	
4989						
Mr Power S/Sandor Drucker						
	296	Landscaping for DDA	11/01/2014	75.00	75.00	11/07/2014
Total 4989:				75.00	75.00	
5023						
CASELLE INC						
	61272	CASELLE SOFTWARE/FINANCE	11/01/2014	1,214.00	.00	
Total 5023:				1,214.00	.00	
5253						
FASTENAL						
	66314	SPRING HOOK	10/22/2014	27.92	.00	
	66341	PRICELL ALK BTRY	10/23/2014	20.56	.00	
Total 5253:				48.48	.00	
5609						
Ohio Calibration Laboratories						
	17656	CALIBRATED INSTRUMENT	10/17/2014	35.00	.00	
	17657	CALIBRATED INSTRUMENT	10/17/2014	35.00	.00	
	17658	CALIBRATED INSTRUMENT	10/17/2014	50.00	.00	
Total 5609:				120.00	.00	
5648						
REDI SERVICES, LLC						
	52594	SERVICE CALL	09/30/2014	92.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5648:				92.00	.00	
5751						
SYMBOL ARTS						
	0221963-IN	Badges	10/17/2014	414.00	.00	
Total 5751:				414.00	.00	
5752						
Accutest Mountain States						
	DX-55547	WEEKLY COPPER PD	10/27/2014	75.00	.00	
	DX-55741	PWSID CO 123676	10/31/2014	210.00	.00	
Total 5752:				285.00	.00	
5776						
MULLENAX CONSTRUCTION						
	776	ROOF REPAIRS	09/21/2014	441.00	.00	
Total 5776:				441.00	.00	
5875						
CUMMINS ROCKY MOUNTAIN						
	003-78243	CONTROL ASSY	11/04/2014	957.45	.00	
Total 5875:				957.45	.00	
6137						
Impressions of Aspen						
	20679	SUPPLIES	10/15/2014	29.22	.00	
	20679.1	SUPPLIES	10/15/2014	14.61	.00	
	20680	SUPPLIES	10/15/2014	11.40	.00	
	20681	SUPPLIES	10/15/2014	43.83	.00	
	20683	SUPPLIES	10/15/2014	14.61	.00	
	20733	SUPPLIES	10/28/2014	25.88	.00	
	4071CM	SUPPLIES	10/22/2014	11.58-	.00	
	4072CM	SUPPLIES	10/22/2014	36.65-	.00	
Total 6137:				91.32	.00	
6144						
COMCAST CABLE						
	0368125 10/15/	Xfinity charge PD	10/15/2014	7.98	7.98	11/07/2014
Total 6144:				7.98	7.98	
6166						
Rifle Garage Door Inc.						
	669448	CABLES	11/05/2014	165.00	.00	
Total 6166:				165.00	.00	
6168						
City Market #443						
	215292	Food Purchase	11/05/2014	.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6168:				.00	.00	
6175						
Walmart						
	429500429155	Supplies	10/22/2014	10.79	10.79	11/07/2014
	430200621208	Candy for Halloween parade	10/29/2014	295.10	295.10	11/07/2014
	430300147065	Food for staff during girls youth bb	10/30/2014	40.84	40.84	11/07/2014
Total 6175:				346.73	346.73	
6225						
BRUBACHER DESIGN						
	1361	WATER PLANT SIGNS	10/13/2014	252.00	.00	
	1369	WATER PLANT SIGNS	10/21/2014	424.50	.00	
Total 6225:				676.50	.00	
6242						
Xerox Corporation						
	076694402	BASE CHARGE	11/01/2014	272.93	.00	
Total 6242:				272.93	.00	
6357						
FIRST STRING						
	6140	WOVEN LANYARD	10/27/2014	330.00	.00	
Total 6357:				330.00	.00	
6402						
CENTURY LINK						
	6250108715B1	9706250108715B Oct 14	10/22/2014	147.46	147.46	11/07/2014
	6259179279B	9706259179 279B 10/14	10/22/2014	93.06	93.06	11/07/2014
	K71911130952	K-719-111-3095 209M Oct 14	10/22/2014	1,065.95	1,065.95	11/07/2014
Total 6402:				1,306.47	1,306.47	
6465						
HAJOCA CORPORATION						
	S009361842.0	CHEMSPEC 5 GAL	10/21/2014	459.38	.00	
Total 6465:				459.38	.00	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624 110414	SUPPLIES	11/04/2014	138.41	.00	
	10625 110414	SUPPLIES	11/04/2014	332.61	.00	
	10626 110414	SUPPLIES	11/04/2014	551.70	.00	
	10628	SUPPLIES	11/04/2014	50.33	.00	
Total 6485:				1,073.05	.00	
6568						
MICRO PLASTICS						
	103705	engraved brass plate	09/30/2014	179.86	.00	
	103783	Welcome Hunters Banner	10/06/2014	150.00	150.00	11/07/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6568:				329.86	150.00	
6606						
Western Slope Supplies, Inc.						
	2115076	BOTTLED WATER	10/13/2014	27.90	.00	
	2115077	BOTTLED WATER	10/13/2014	7.35	.00	
	724730	BOTTLED WATER	10/15/2014	15.00	.00	
	918668	BOTTLED WATER	10/06/2014	14.20	.00	
	918673	BOTTLED WATER	10/06/2014	34.75	.00	
	918674	BOTTLED WATER	10/06/2014	7.35	.00	
	918812	BOTTLED WATER	10/20/2014	14.20	.00	
	918817	BOTTLED WATER	10/20/2014	27.90	.00	
	918818	BOTTLED WATER	10/20/2014	7.35	.00	
	919075	BOTTLED WATER	10/27/2014	47.60	.00	
	919393	BOTTLED WATER	11/03/2014	27.90	.00	
	919394	BOTTLED WATER	11/03/2014	7.35	.00	
Total 6606:				238.85	.00	
6661						
ARCADIS US, INC						
	0627709	RWPF Engineering Package 1	11/11/2014	216,666.82	.00	
Total 6661:				216,666.82	.00	
6675						
PARKSON CORPORATION						
	AR1/51009766	FIELD SERVICE	10/31/2014	2,528.69	.00	
	AR1/51009810	O-RING FOR JG FITTING	10/31/2014	1,243.95	.00	
Total 6675:				3,772.64	.00	
6728						
CB INDUSTRIES-DELTA, INC.						
	103114	BIOSOLIDS DISPOSAL	10/31/2014	2,212.50	.00	
Total 6728:				2,212.50	.00	
6731						
ALL AROUND SWEEPING						
	2048	MAINTENANCE BRENDAN THE	10/21/2014	1,564.18	.00	
Total 6731:				1,564.18	.00	
6760						
FLAG RESOURCES, INC						
	11656	RIFLE CREEK TRAIL REPAIR	09/30/2014	851.65	.00	
	11726	ROAD BASE	10/31/2014	513.29	.00	
	11727	SCREENED 3/4	10/31/2014	431.02	.00	
	11728	ROAD BASE	10/31/2014	500.80	.00	
	11729	ROAD BASE	10/31/2014	1,135.72	.00	
	11730	ROAD BASE	10/31/2014	1,239.23	.00	
Total 6760:				4,671.71	.00	
6779						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
COMMERCIAL TIRE SERVICE, INC						
	35862	SERVICE CALL	10/21/2014	428.65	.00	
	35863	TIRES-MOUNT/DISMOUNT	10/23/2014	185.81	.00	
	35864	TIRES	10/24/2014	466.16	.00	
	35865	TIRES	10/17/2014	535.36	.00	
Total 6779:				1,615.98	.00	
6790						
O'REILLY AUTO PARTS						
	3761-345676	BATTERY	10/22/2014	77.18	.00	
	3761-346432	RIVETER	10/27/2014	27.99	.00	
	3761-346760	STROKE OIL	10/30/2014	11.97	.00	
	3761-346808	RESTORE OIL	10/30/2014	23.98	.00	
	3761-346931	FUEL FILTER	10/31/2014	5.93	.00	
	3761-347352	15 OZ TRANS-X	11/03/2014	6.99	.00	
	3761-347400	OIL FILTER	11/04/2014	43.09	.00	
Total 6790:				197.13	.00	
6826						
CALLAWAY PACKING INC						
	28839	FOOD SUPPLIES	11/10/2014	582.12	.00	
Total 6826:				582.12	.00	
6831						
CABOT NORIT AMERICAS INC						
	25304574RI	PAC Equipment Lease	10/29/2014	2,100.00	.00	
Total 6831:				2,100.00	.00	
6845						
E&G TERMINAL, INC.						
	5165202	TERRIAN VISE W MOUNT	10/02/2014	201.60	.00	
	5166680	TERRAIN VISE W MOUNT	10/17/2014	604.80	.00	
Total 6845:				806.40	.00	
6846						
TRANSWEST TRUCK TRAILER RV						
	4242900018	BELT ASSY SEAT	10/17/2014	281.37	.00	
Total 6846:				281.37	.00	
6847						
DELTA RIGGING & TOOLS INC						
	GRAPS189134	TRANSPORT CHAIN	11/06/2014	852.70	.00	
Total 6847:				852.70	.00	
6863						
CONSERVANCY OIL CO						
	0067269	METAL WIPER BLADE	10/07/2014	128.40-	.00	
	0067338	SERVICE PRO MP EP 2 GREAS	10/14/2014	337.14-	.00	
	0067376	SERVICE PRO	10/16/2014	228.14	.00	
	35712	TIRES	10/09/2014	382.24-	.00	
	35722	W/X WHEEL REPAIR	10/13/2014	557.43-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	61540	OIL	08/27/2014	34.56	.00	
Total 6863:				1,142.51-	.00	
6868 BULLEN, KIMBERLY						
	10/6/2014	Travel reimbursement	10/06/2014	45.36	45.36	11/07/2014
Total 6868:				45.36	45.36	
7093 MASON, GAIL						
	11-7-14	Talent fee	11/07/2014	50.00	50.00	11/07/2014
Total 7093:				50.00	50.00	
7094 LIVINGSTON, TOBIAS						
	11-7-14	Talent fee	11/07/2014	100.00	100.00	11/07/2014
Total 7094:				100.00	100.00	
7109 WCT Products Incorporated						
	130338	V POWER CONTROL BOX	10/27/2014	520.00	.00	
Total 7109:				520.00	.00	
7115 PROFESSIONAL TREE &						
	33791	SINGLE HOSE SHANK	10/27/2014	16.73	.00	
Total 7115:				16.73	.00	
7133 COLORADO CORRECTIONAL INDUSTRIES						
	102231	CUT PILE FIREWOOD	10/28/2014	2,400.00	.00	
Total 7133:				2,400.00	.00	
7134 ABOVE SEA LEVEL						
	640757	TANK MAINTENANCE	11/12/2014	75.00	.00	
Total 7134:				75.00	.00	
7138 Eagle One Carpet Cleaning & Restoration						
	09/10/14	Extract Water from Dressing Roo	09/10/2014	175.00	175.00	11/07/2014
Total 7138:				175.00	175.00	
7139 George, Claude						
	11/4/14	2025 Acacia Ave utility refund	11/04/2014	102.46	102.46	11/07/2014
Total 7139:				102.46	102.46	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7140 Sigma C/O Liberty Systems Inc						
	11/4/14	2609 Shawnee Ct #3214102	11/04/2014	17.79	17.79	11/07/2014
Total 7140:				17.79	17.79	
7141 Foster, Mark						
	11/4/14	1542 Railroad Ave #B #1947101	11/04/2014	338.52	338.52	11/07/2014
Total 7141:				338.52	338.52	
7142 Henderson, Eric						
	11-7-14	Talent fee	11/07/2014	100.00	100.00	11/07/2014
Total 7142:				100.00	100.00	
7143 Vanderploeg, Steve						
	11-7-14	Talent fee	11/07/2014	100.00	100.00	11/07/2014
Total 7143:				100.00	100.00	
7144 QUALITY AUTO GLASS						
	493354	ROCK CHIP REPAIR	10/04/2014	240.00	.00	
Total 7144:				240.00	.00	
7145 PINYON MESA AUTOMATICS, INC						
	21021	BATTERY	10/15/2014	231.19	.00	
Total 7145:				231.19	.00	
7146 CROP PRODUCTION SERVICES						
	2575462	ZIPPSOL 51 LB	10/24/2014	352.00	.00	
Total 7146:				352.00	.00	
Grand Totals:				489,433.87	11,667.61	

Dated: _____

City Finance Director: _____

Report Criteria:

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

November 13, 2014

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

Re: November 19, 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 November 19, 2014 Rifle City Council Meeting.

1. Ordinance No. 14 Series of 2014 (Contempt Power of the Rifle Municipal Court). Section 2-4-260 of the Rifle Municipal Code sets forth provisions regarding the contempt power of the Municipal Court and currently authorizes the municipal judge to vindicate the dignity of the Court by imposing a fine upon a contemnor up to \$1,000.00 and/or imprisoning a contemnor for up to ten days. Common penalties in other jurisdictions for this offense authorize imprisonment up to six months and a fine up to \$500.00 and the judge would like Rifle's Code to be in line with this common authority. Ordinance No. 14, Series of 2014 amends Section 2-4-260(a) of the Rifle Municipal Code to accomplish this by increasing the possible imprisonment from ten days to six months and by decreasing the possible fine from \$1,000.00 to \$500.00.

We recommend approval of Ordinance No. 14, Series of 2014 on first reading.

2. Ordinance No. 15 Series of 2014 (Clarifying References in Model Traffic Code). The City has adopted into the Rifle Municipal Code by reference, with amendments, the Model Traffic Code for Colorado and staff of the Municipal Court pointed out some references in the Model Traffic Code that need clarification. The Traffic Code references "section 1701(4)" and "section 42-4-1701" in several places, but it is not clear what code it is referencing when in fact it is the Colorado Revised Statutes. Therefore, it will clarify this ambiguity if the Rifle Municipal Code is amended to state that all references in the Model Traffic Code to "section 1701(4)" and subsections thereto shall refer to "§42-4-1701(4), C.R.S., and subsections thereto" and all references to "section 42-4-1701" and subsections thereto shall refer to "§42-4-1701, C.R.S., and subsections thereto." Ordinance No. 15 Series of 2014 enacts this clarification in the Rifle Municipal Code at Section 8-1-260.

We recommend approval of Ordinance No. 15, Series of 2014 on first reading.

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3. Ordinance No. 16 Series of 2014 (Retail Marijuana Cultivation Excise Tax). By Ordinance No. 12, Series of 2014, the City Council placed a question on the November 4, 2014 general election ballot asking the voters of Rifle if an excise tax of five percent (5.0%) should be imposed on the transfer or conveyance of retail marijuana cultivated in the City. The voters overwhelmingly approved the excise tax and Ordinance No. 16, Series of 2014 implements the tax and codifies it in the Rifle Municipal Code in a new Article VII of Chapter 4.

We recommend approval of Ordinance No. 16, Series of 2014 on first reading.

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

Enclosures

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 14
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-4-260(a) OF THE RIFLE MUNICIPAL CODE REGARDING
CONTEMPT POWER OF THE MUNICIPAL COURT OF THE CITY OF RIFLE.

WHEREAS, Section 2-4-260 of the Rifle Municipal Code (“RMC”) sets forth provisions regarding the contempt power of the Municipal Court of the City of Rifle (the “City”); and

WHEREAS, under RMC Section 2-4-260, the Municipal Court judge may vindicate the dignity of the Municipal Court by imposing a fine upon a contemnor up to \$1,000.00 and/or imprisoning a contemnor for up to ten days; and

WHEREAS, common penalties in other jurisdictions for this offense authorize imprisonment up to six months and a fine up to \$500.00; and

WHEREAS, the City Council finds that the Municipal Court can better vindicate its dignity in response to instances of contemptuous behavior by increasing the period for which a contemnor may be imprisoned and it wishes to bring the fine in line with other jurisdictions; and

WHEREAS, to increase the maximum duration of imprisonment and amend the fine which the Municipal Court judge may impose upon a contemnor, the City Council wishes to amend RMC Section 2-4-260(a).

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 2-4-260(a) 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. 2-4-260. Contempt power.

(a) When the Court finds any person to be in contempt, the Court may vindicate its dignity by imposing on the contemnor a fine not to exceed ~~one thousand five hundred~~ five hundred dollars (\$~~1,0500.00~~) and imprisonment not to exceed a term of ~~ten (10) days~~ **six (6) months**.

INTRODUCED on November 19, 2014, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 3, 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. 15
SERIES OF 2014

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTIONS OF THE RIFLE MUNICIPAL CODE TO CLARIFY DRAFTING
INCONSISTENCIES IN THE MODEL TRAFFIC CODE FOR COLORADO.

WHEREAS, the City of Rifle (the “City”) has adopted into the Rifle Municipal Code (the “RMC”) by reference, with amendments, the Model Traffic Code for Colorado (the “Traffic Code”); and

WHEREAS, the City Council finds that the Traffic Code and the amendments thereto in the RMC reference “section 1701(4)” and “section 42-4-1701” and subsections thereto; and

WHEREAS, the City Council finds that the references to “section 1701(4)” and “section 42-4-1701” create ambiguity due to drafting inconsistencies in the Traffic Code; and

WHEREAS, the City desires to amend the RMC to eliminate the ambiguity created by references to “section 1701(4)” and “section 42-4-1701” and the Traffic Code inconsistencies.

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 8-1-260 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-260. References to section 1707(4) and section 42-4-1701.

All references in the Model Traffic Code to “section 1701(4)” and subsections thereto shall refer to “§42-4-1701(4), C.R.S., and subsections thereto.” All references in the Model Traffic Code to “section 42-4-1701” and subsections thereto shall refer to “§42-4-1701, C.R.S., and subsections thereto.”

INTRODUCED on November 19, 2014, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 3, 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. 16
SERIES OF 2014**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, IMPLEMENTING AN EXCISE TAX OF 5% ON THE SALE OR
TRANSFER OF RETAIL MARIJUANA FROM A RETAIL MARIJUANA
CULTIVATION FACILITY IN THE CITY APPROVED BY THE VOTERS AT
THE NOVEMBER 4, 2014 GENERAL ELECTION BY ENACTING ARTICLE
VII OF CHAPTER 4 OF THE RIFLE MUNICIPAL CODE.

WHEREAS, by Ordinance No. 12, Series of 2014, the Rifle City Council approved the submittal to the registered voters of the City of Rifle, Colorado a ballot question regarding the imposition of a 5% excise tax on the sale or transfer of retail marijuana from a retail marijuana cultivation facility in the City (the "Excise Tax"); and

WHEREAS, at the November 4, 2014 general election a majority of the qualified electors of the City of Rifle voted in favor of the Excise Tax; and

WHEREAS, Ordinance No. 12, Series of 2014 further authorized the City Council to proceed with necessary actions to impose the Excise Tax with an implementing ordinance; and

WHEREAS, in accordance with that authorization, the City Council finds and determines that Chapter 4 of the Rifle Municipal Code, "Revenue and Finance," should be amended by the addition of a new Article VII, "Retail Marijuana Excise Tax."

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

Section 1. The above recitals are incorporated as findings by the City of Rifle.

Section 2. Article VII, "Retail Marijuana Excise Tax," of Chapter 4, "Revenue and Finance," of the Rifle Municipal Code is hereby enacted as follows:

ARTICLE VII

Retail Marijuana Excise Tax

4-7-10. Levy of tax.

Commencing January 1, 2015, there is hereby levied an excise tax in the amount of five percent (5%) of 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. As used in this Article, the

“market rate of retail marijuana” means the amount determined by the State of Colorado pursuant to C.R.S. § 39-28.8-101, as that statute may be amended, as the average price of unprocessed retail marijuana. All revenues from the tax shall be deposited in the general fund. The excise tax levied by this Article was approved by majority vote of registered Rifle electors on November 4, 2014.

4-7-20. Vendor liable for tax.

Each retail marijuana cultivation facility shall collect the tax imposed in Section 4-7-10 of this Code upon every sale or transfer of retail marijuana from the cultivation facility. The person charged with the duty to collect taxes also has the burden of proving that any transaction is not subject to the tax imposed by this Article. All sums of money paid by any person or facility to a cultivation facility as excise taxes pursuant to this Article are public monies that are the property of the City. The person required to collect and remit retail marijuana excise taxes shall hold such monies in trust for the sole use and benefit of the City until paying them to the City.

4-7-30. Licensing and reporting procedures.

A. Every person with a duty to collect the excise tax imposed by this Article shall obtain a tax license pursuant to the procedures set forth in Article II of Chapter 6 of this Code and shall report such taxes collected on forms prescribed by the Finance Director and remit such taxes to the City on or before the twentieth day of the month for the preceding month or months under report. A tax license shall be valid so long as:

(1) the business remains in continuous operation, and

(2) the license is not canceled by the licensee or revoked by the City, and

(3) the business holds a valid retail marijuana cultivation license from the City pursuant to Article IX of Chapter 6 of this Code.

The tax license may be canceled or revoked by the City as provided in Section 6-2-60 of this Code.

B. Whenever a business entity that is required to be licensed under this Article is sold, purchased, or transferred, so that the ownership interest of the purchaser or seller changes in any respect, the purchaser shall obtain a new tax license.

C. Every person engaged in the retail marijuana cultivation business in City shall keep books and records according to the standards of the Finance Director and subject to the Finance Director's right to audit pursuant to the procedures set forth in Article II of Chapter 4 of this Code.

D. The provisions set forth in Article II of Chapter 4 of this Code regarding Administration, Tax Overpayments, Tax Deficiencies, Taxpayer's Remedies, and Enforcement shall all apply to retail marijuana excise taxation by the City.

4-7-40. Violation; penalty.

Failure to comply with the terms of this Article by payment of taxes, remitting the tax to the City, and otherwise complying with the terms of this Article shall constitute an offense in violation thereof subject to the violation provisions set forth in Section 4-2-470 of this Code. Such remedies shall be cumulative with all other remedies provided herein for the enforcement of this Article. The City shall have the right to collect from any person who fails to comply with the terms of this Article all legal, court, and other costs and expenses necessary to or incidental to the collection of said tax and/or lien action as provided for in Section 4-7-50 of this Code, including reasonable attorneys' fees, filing fees and other costs, and recording fees.

4-7-50. Lien on property.

If any person fails to pay the excise tax when due, the Finance Director may issue a notice of lien on the real and personal property of the taxpayer following the provisions of Sections 4-2-400 through 4-2-460 of this Code.

INTRODUCED on November 19, 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 December 3, 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