



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

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**REGULAR MEETING  
December 3, 2014**

**WORKSHOP 6:00 P.M.  
CONFERENCE ROOM**

- 6:00 p.m. Report on Main Street Program (Nathan Lindquist)  
6:30 p.m. Discuss County Road takeovers (Rick Barth)

**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 19, 2014 special & regular meetings
  - B. Extend Domestic Animal Shelter and Impoundment Services Agreement with Friends of Rifle Animal Shelter (FRAS) through Dec. 31, 2015
  - C. Amend Section 2-4-260(a) of Rifle Municipal Code regarding contempt power of municipal court – Ordinance No. 14, Series of 2014 – second reading
  - D. Amend sections of Rifle Municipal Code to clarify drafting inconsistencies in Model Traffic Code for Colorado – Ordinance No. 15, Series of 2014 – second reading
  - E. Adopt excise tax on sale of recreational marijuana – Ordinance No. 16, Series of 2014 – second reading
  - F. Special Event Liquor Permit: BPOE Lodge Rifle Elks Lodge #2195 for December 13, 2014; January 24, 2015; February 7, 2015; March 14, 2015; and April 18, 2015 (approve permit; cancel public hearing listed in Item 5 below)
  - G. Liquor License Renewal: BPOE Lodge Rifle Elks Lodge #2195

- H. Provide letter of support for HEAL Railroad Avenue Grant
- I. 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 – BPOE Lodge Rifle Elks Lodge #2195 for December 13, 2014; January 24, 2015; February 7, 2015; March 14, 2015; and April 18, 2015 (Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item F above
- 7:25 p.m. 6. Rifle Creek Trail Acquisitions (Nathan Lindquist)
  - A. Consider authorizing purchase of 154 East 11<sup>th</sup> Street
  - B. Consider Easement Agreement with Sweeney Properties Partnership, LLC
  - C. Consider Easement Agreement with FOTR, Inc.
  - D. Consider Easement Agreement with Vicki D. Pretti, Shari I. Bird, and Duane Woods and Jeremy Woods
- 7:35 p.m. 7. Consider adopting 2015 Budget (Matt Sturgeon)
  - A. Resolution No. 22, Series of 2014: Adopting the 2015 Budget
  - B. Ordinance No. 17, Series of 2014: Annual Appropriation
  - C. Resolution No. 23, Series of 2014: Mill Levy Certification
- 7:45 p.m. 8. Public Hearing - Consider approving 2014 Supplemental Budget (Matt Sturgeon)
  - A. Resolution No. 24, Series of 2014: Budget Amendment
  - B. Ordinance No. 18, Series of 2014: Supplemental Appropriation
- 7:55 p.m. 9. Administrative Reports
- 8:05 p.m. 10. 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 17, 2014 at 7:00 p.m.**





November 24, 2014

Mayor Randy Winkler and Council  
City of Rifle, CO

Attn: Matt Sturgeon, City Manager

Re: Proposed County Road Takeover framework

Dear Mayor and Council,

This is to present the start of potential road takeovers from the County to the City. There are several road segments that have been proposed and are reflected in this packet. At the moment, I have draft language for a Memorandum of Understanding so we and the County can conduct our due diligence on each of these segments.

Each of these roads is a little unique and, for various reasons, has been “lost” in the shuffle of development and expansion of the City. In many cases, our City crews already do some level of maintenance and, in most cases, we already have utilities present.

What is attached is a brief and initial discovery assessment on each roadway. What needs to be confirmed are utility condition, more detailed road investigation, annexation or property issues and shared corridors with irrigation ditches. Of these six (6) segments, only Hospital Hill Road has any urgency with our water treatment plant work. Our ownership of that road provides much greater control of how we use it.

Each of these roads has some level of desired improvement and that is part of the negotiation. The results of these negotiations will establish what the County may provide in funds for maintenance, work they may do in lieu of funds, or whether we can actually take the road at all.

It is likely at some point, whether in whole or in part, these roads will require Council approval via an IGA or similar agreement. Such terms and conditions will require staff and City attorney time. Any funds received or projects targeted should stay with these roads for future work.

Respectfully,

Rick L. Barth, P.E.  
City Engineer  
Rifle, CO



## Rick Barth

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**From:** Rick Barth  
**Sent:** Thursday, October 23, 2014 11:14 AM  
**To:** dfiscus@garfield-county.com; Wyatt Keesbery (wkeesbery@garfield-county.com)  
**Cc:** Nathan Lindquist; Bobby O'Dell  
**Subject:** CR transfers, draft

Hi Deb, Wyatt, Nathan and Bobby. Please review the language below that I intend to put into a memorandum of understanding to send to County staff through Deb to enter into this road transfer process.

Recent interaction with County Road and Bridge staff has revealed several stretches of county roadway that would appear viable to convey to the City of Rifle. These are primarily short segments (noted below) that often have one or both ends in City limits. Deb and Wyatt have done a lot of footwork and research to confirm ROW ownership, history and transferability. While some of the history of these road segments is a little fuzzy, there does not appear to be any obvious reason why any of the below noted segments could not be transferred to City responsibility. We wanted to present this memorandum to indicate these segments. They are noted in what would be the City's desired priority as well as any potential hurdles or clarifications.

- 1) CR 194, Hospital Hill Road from 3<sup>rd</sup> Street to Highway 6.
  - a. 1,900 feet of two lane asphalt, poor condition, groundwater issues on lower half
  - b. The upper LF is still apparently County Road even though it is in City limits.
  - c. Annexation underway and do not expect issues
- 2) CR 233, Near our 3 MG water tank
  - a. 650 lf, poor condition. Needs overlay.
  - b. Portion that appears to need finalized as City street
  - c. Annexation confirmation required
  - d. Needs a repave or overlay, poor condition
- 3) East 11<sup>th</sup> Street
  - a. 200 LF
  - b. Gravel, narrow and steep down to Morrow Drive
- 4) CR 198, West 2<sup>nd</sup> Street.
  - a. 1,150 feet, two lane asphalt
  - b. Annexation may be an issue
  - c. Pioneer ditch clarification
  - d. Has drainage problems, moderate condition with poor spots
- 5) CR 265, Prefontaine to CR 244 (16<sup>th</sup> Street)
  - a. 5,200 feet, moderate to good condition (much recently repaved)
  - b. Connection to bypass (CDOT issues?)
  - c. Annexation clarification
- 6) CR 320, Garden Lane
  - a. 1,400 feet, two lane asphalt, moderate condition
  - b. LCD issues, drainage?
  - c. Future 320/Taughenbaugh connection?
  - d. Weird Annexation issues

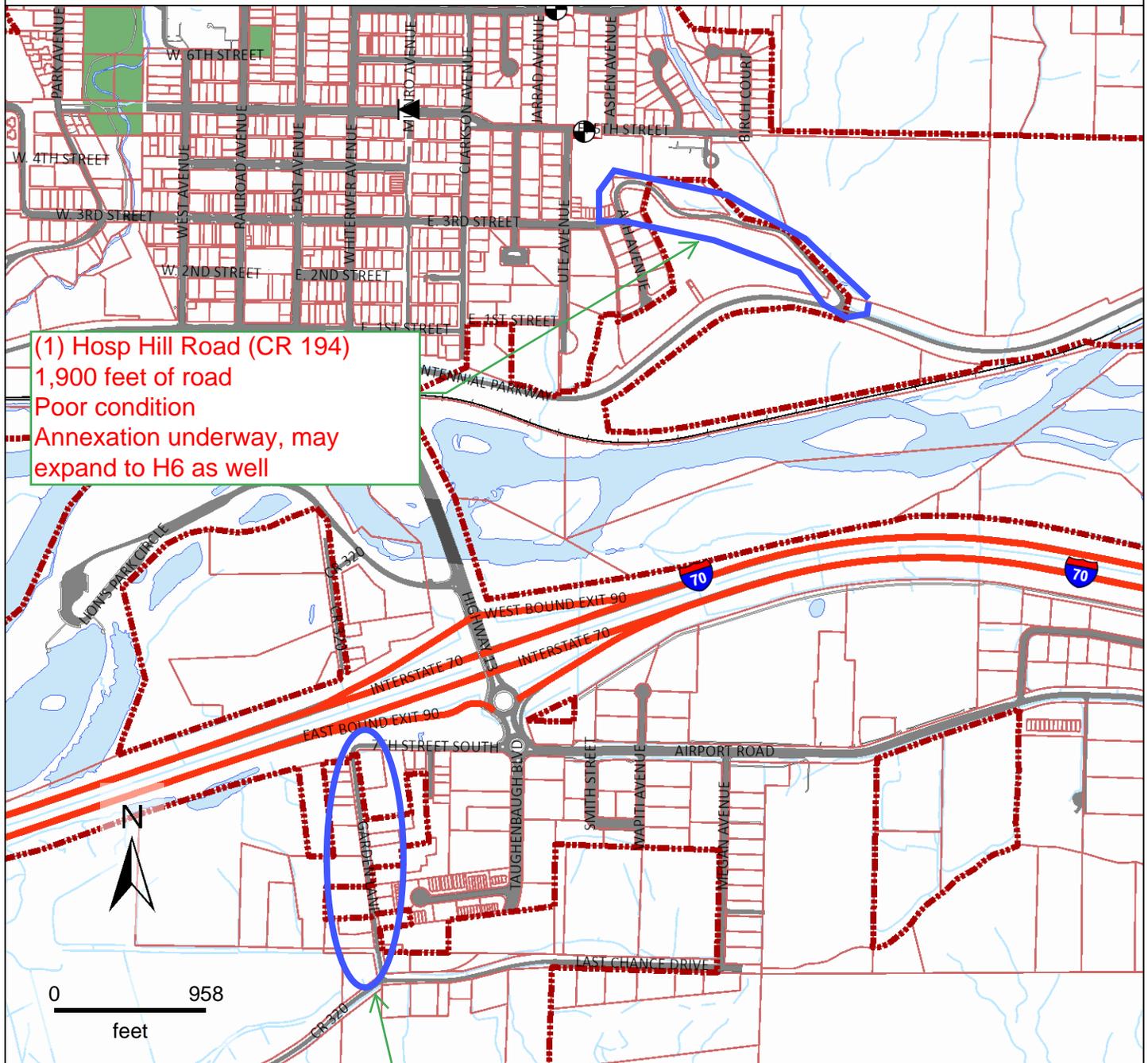
What is before us now is County confirmation of these roadways and their assessment of condition or improvements. Too, the City has annexation issues to resolve for items 2, 4, 5 and 6, which may require further County assistance to clarify records (item 1 appears to be proceeding smoothly and we do not anticipate 2 to be an issue). As you can see some of these areas have odd City limit boundaries already and further annexations may require some level of notifications from the City, citizen and property owner input, etc. Pending the results of those communications may impact how or when we proceed.

The reality is we already do some level of maintenance on many of these segments merely from logical progression. Many already have several City utilities in the ROW. These roads, for all intents and purposes, act like City roads, even if they are on the perimeter of town. It only makes sense to clear up that confusion now while we have all willing parties at the table and some momentum behind it to do so.

With these all “on our radar”, other than item 1 due to water treatment plant issues, there is not an urgency from our part to acquire these roads, but we are interested. Just as a schedule guide we can see this taking 1-2 years to complete. We wanted to get this to County staff for review and so you can likewise account for some time to transfer these roads, do assessments, budget, etc.

Rick L Barth, P.E.  
City Engineer  
Rifle, CO 81650  
970-665-6559

Rifle, CO - Online Geographic Mapping System



(1) Hosp Hill Road (CR 194)  
 1,900 feet of road  
 Poor condition  
 Annexation underway, may expand to H6 as well

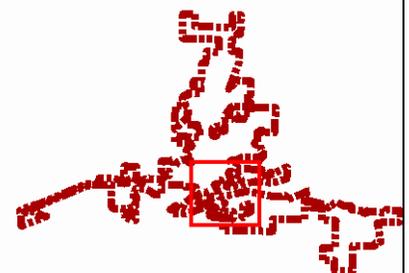
Property Information

Property ID  
 Location  
 Owner

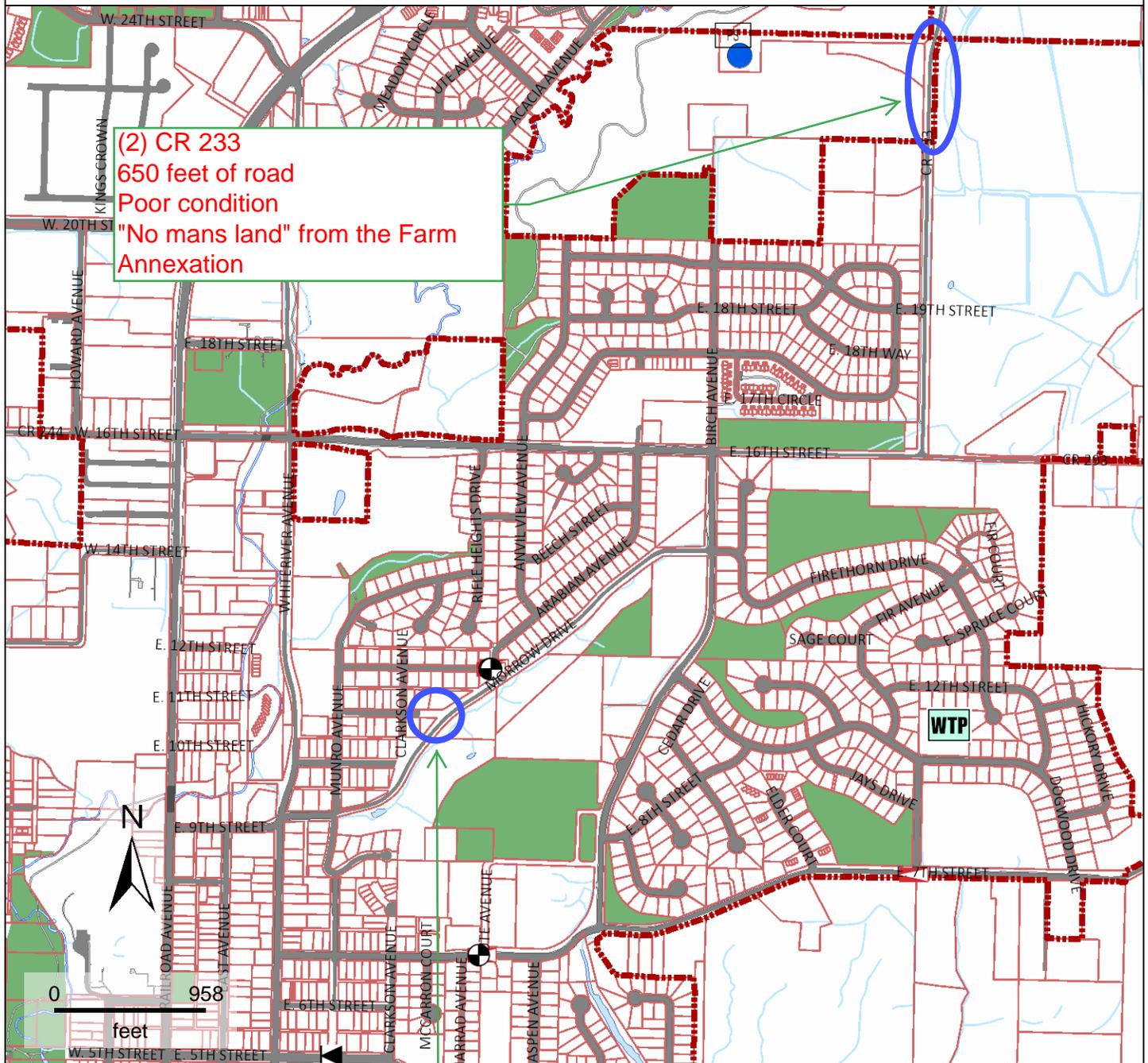
(6) Garden Lane (CR 320)  
 1,400 feet of road  
 OK condition  
 LCD and Annexation  
 Drainage and Water

MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT

This data set/map is for planning purposes only and should not be used for larger scale analysis. The City of Rifle, CO shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.



Rifle, CO - Online Geographic Mapping System



(2) CR 233  
 650 feet of road  
 Poor condition  
 "No mans land" from the Farm  
 Annexation

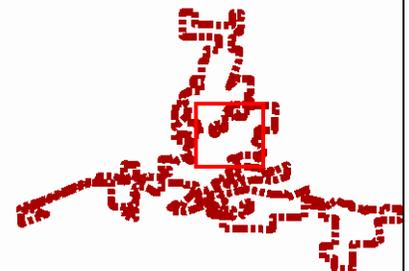
Property Information

Property ID  
 Location  
 Owner

(3) East 11th  
 200 feet of road  
 Gravel road, steep

MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT

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**RIFLE CITY COUNCIL MEETING**

Wednesday, November 19, 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 AT 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 Angela Roff, City Prosecutor.

**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

Upon return to open session following conclusion of the executive session, meeting adjourned at 6:37 p.m.

**RIFLE CITY COUNCIL MEETING**

Wednesday, November 19, 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 AT 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 Carter. 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; Michael Churchill, Rifle Community Television Assistant Manager; Dick Deussen, Utilities Director; John Dyer, Police Chief; Kathy Pototsky, Municipal Court Administrator; and Sean Jeung.

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

- A. Minutes from the November 5, 2014 special and regular meetings
- B. Authorize Department of Local Affairs grant application for construction of water storage tank – Resolution No. 20, 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)
- E. September 2014 Sales Tax Report
- F. September 2014 Financial Report
- G. Accounts Payable

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

**CITIZEN COMMENTS**

There were no citizen comments.

**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**

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

City Attorney Jim Neu explained that 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 and/or imprisoning a contemnor for up to 10 days. Common penalties in other jurisdictions for this offense authorize imprisonment up to 6 months and a fine up to \$500. Municipal Judge Zerbi would like Rifle’s Code to be in line with this common authority. Proposed Ordinance No. 14, Series of 2014, would accomplish this by increasing the possible imprisonment from 10 days to 6 months and by decreasing the possible fine from \$1,000 to \$500.

Councilor Carter moved to approve Ordinance No. 14, Series of 2014, on first reading as presented and to order it to be published as required by Charter; seconded by Councilor Elliott. Roll Call: Yes - Carter, Clifton, Elliott, Miller, Myers, Winkler

**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**

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

Mr. Neu explained that the City has adopted into the Rifle Municipal Code by reference, with amendments, the Model Traffic Code for Colorado. Some references in the Model Traffic Code 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.” Proposed Ordinance No. 15, Series of 2014, would enact this clarification.

Councilor Miller moved to approve Ordinance No. 15, Series of 2014, on first reading as presented and to order it to be published as required by Charter; seconded by Councilor Clifton. Roll Call: Yes - Carter, Clifton, Elliott, Miller, Myers, Winkler

**CONSIDER ADOPTING EXCISE TAX ON SALE OF RECREATIONAL MARIJUANA – ORDINANCE NO. 16, SERIES OF 2014 – FIRST READING**

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

Mr. Neu reminded Council that by Ordinance No. 12, Series of 2014, Council placed a question on the November 4, 2014 general election ballot asking the voters of Rifle if an excise tax of 5 percent should be imposed on the transfer or conveyance of retail marijuana cultivated in the City. The voters overwhelmingly approved the excise tax. Proposed Ordinance No. 16, Series of 2014, would implement the tax and codify it in the Rifle Municipal Code in a new Article VII of Chapter 4.

Councilor Rice joined the meeting at 7:11 p.m.

Councilor Miller moved to approve Ordinance No. 16, Series of 2014, on first reading as presented and to order it to be published as required by Charter; seconded by Councilor Clifton. Roll Call: Yes - Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**PUBLIC HEARING – CONSIDER 2015 PROPOSED BUDGET**

Mayor Winkler opened the public hearing. City Manager Matt Sturgeon provided an overview of the proposed 2015 budget. Council discussed the following funds: Information Technology Fund, Fleet Fund, Water Fund, Wastewater Fund, and Sanitation Fund.

**ADMINISTRATIVE REPORTS**

Police Chief John Dyer reported to Council on traffic issues under study by staff.

Utilities Director Dick Deussen updated Council on biosolids disposal at the south wastewater plant.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilors wished the Rifle Bears football team good luck in the playoffs.

Councilor Rice welcomed Officer Will Van Teylingen as the new School Resource Officer.

Mayor Winkler encouraged the community to attend the Hometown Holiday festivities on December 5 and 6.

Councilors wished all a Happy Thanksgiving.

**EXECUTIVE SESSION FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E)**

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

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:38 p.m.

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Lisa K. Hamilton  
City Clerk

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Randy Winkler  
Mayor



Friends of Rifle Animal Shelter  
c/o Barbara Clifton, Esq.  
127 E. 5<sup>th</sup> Street  
Rifle, CO 81650  
RE:

**Extension of Domestic Animal Shelter and Impoundment Services Agreement with the City of Rifle, Colorado**

Dear Barb,

The GARFIELD COUNTY ANIMAL WELFARE FOUNDATION, INC., a Colorado not-for-profit corporation d/b/a FRIENDS OF RIFLE ANIMAL SHELTER (“FRAS”), and the CITY OF RIFLE, COLORADO, a municipal corporation (“City”) entered into a certain DOMESTIC ANIMAL SHELTER AND IMPOUNDMENT SERVICES AGREEMENT effective January 1, 2012 (the “Agreement”) and renewed said Agreement January 1, 2014. FRAS and the City desire that FRAS continue to operate the Rifle Animal Shelter for an additional year through 2015 under the same terms and conditions contained in the Agreement, except as specifically modified herein.

Section 2 of the Agreement shall be amended with a one year extension of the Term to include from 12:00 a.m. on January 1, 2015, to 11:59 p.m. on December 31, 2015. All other provisions of Section 2 shall remain in full force and effect.

Section 3 of the Agreement shall be amended so that the total contract price to be paid by the City for FRAS’s operations as described in Section 6 shall be \$77,559.00, to be paid by the City in four equal installments of \$19,389.75 on a quarterly basis commencing January 1, 2015.

Except as specifically modified by this Letter Agreement, FRAS and the City hereby ratify and affirm the Agreement.

Please have an authorized officer of FRAS execute the Agreement acknowledging and agreeing to the extension of the Agreement through 2015, as amended herein, and return the Agreement to my office for City endorsement.

CITY OF RIFLE, COLORADO

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



ATTEST:

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

GARFIELD COUNTY ANIMAL WELFARE  
FOUNDATION, INC., a Colorado not-for-profit  
Corporation d/b/a FRIENDS OF RIFLE ANIMAL  
SHELTER

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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 (\$~~1,0~~500.00) 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



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

**From:** Lisa Hamilton, City Clerk

**Date:** Tuesday, November 25, 2014

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

---

BPOE Lodge Rifle Lodge #2195 has applied for a Special Event Permit to serve liquor at the Outcast Bullrides at the Garfield County Fairgrounds at 1001 Railroad Avenue from 6 PM to 9 PM on December 13, 2014; January 24, 2015; February 7, 2015, March 14, 2015; and April 18, 2015.

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 or 2015.

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 December 3, 2014 agenda on this application; and
- 2) Approve a Special Event Permit for BPOE Lodge Rifle Lodge #2195 to serve liquor at the Outcast Bullrides at the Garfield County Fairgrounds at 1001 Railroad Avenue from 6 PM to 9 PM on December 13, 2014; January 24, 2015; February 7, 2015, March 14, 2015; and April 18, 2015.

DR 8439 (06/28/06)  
 COLORADO DEPARTMENT OF REVENUE  
 LIQUOR ENFORCEMENT DIVISION  
 1376 SHERMAN STREET  
 DENVER CO 80261  
 (303) 205-2300

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	
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 <b>BPOE LODGE RIFLE ELKS LODGE NO 2195</b>	State Sales Tax Number (Required) <b>04-09357-0000</b>
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  <b>PO BOX 1229 RIFLE CO 81650</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  <b>1001 RAILROAD AVE RIFLE CO 81650</b>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <b>NANCY BAYNE</b>			
5. EVENT MANAGER <b>TODD SAUNDERS</b>			

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

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

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

Date <b>12-13-14</b>	Date <b>1-24-15</b>	Date <b>2-7-15</b>	Date <b>3-14-15</b>	Date <b>4-18-15</b>
Hours From 6:00 P.m. To 9:00 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 <i>Nancy Bayne</i>	TITLE <b>SECRETARY</b>	DATE <b>10-14-14</b>
---------------------------------	---------------------------	-------------------------

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

(Instructions on Reverse Side)

## 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)**

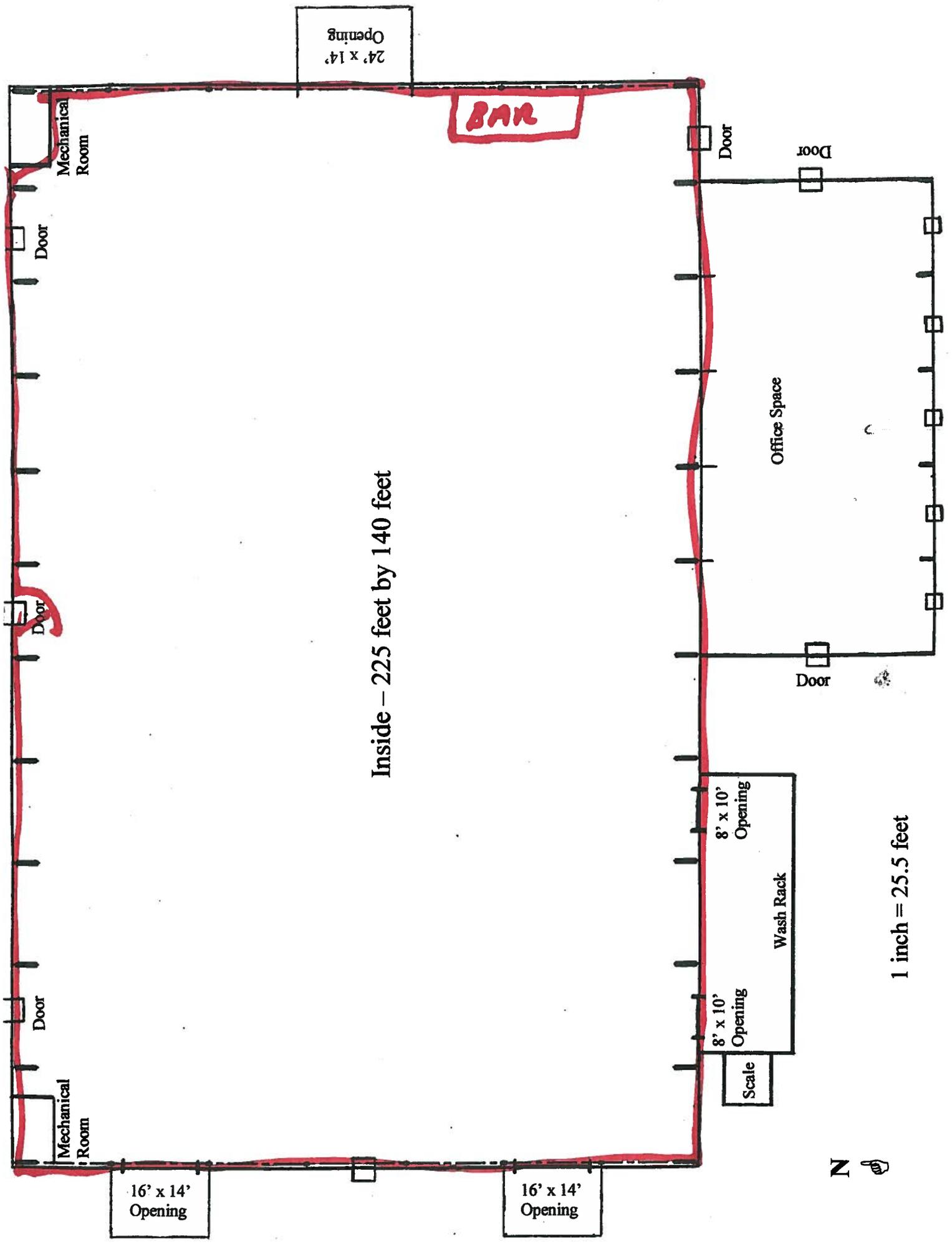
- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- AN APPROVED APPLICATION MUST BE RECEIVED BY 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.**



24' x 14'  
Opening

BAR

Mechanical  
Room

Door

Door

Door

Office Space

Inside - 225 feet by 140 feet

Door

Door

8' x 10'  
Opening

Wash Rack

8' x 10'  
Opening

Scale

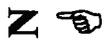
Mechanical  
Room

Door

16' x 14'  
Opening

16' x 14'  
Opening

1 inch = 25.5 feet



10/08/2014

To Whom It May Concern,

I, Dave Ebeler, Manager of the Garfield County Fairgrounds, grant permission to Rifle Elks to serve alcoholic beverages at the fairgrounds, December 13, 2014, January 24, February 7, March 14 and April 18, 2015 from 6-9pm during the Outcast Bullrides.

Sincerely,

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

Dave Ebeler

Garfield County Fairgrounds Manager

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

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

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? **12-13-14 - 1-24-15 - 2-7-15 - 3-14-15 - 4-18-15**
2. Describe your event.  
**Outcast Bull Riding - Garfield County Fair Grounds - Indoor Arena**
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
**We are a Fraternal Organization. This helps fund our charity projects in the community.**
4. Who or what organization will be the recipient of funds derived from this event?  
**Rifle Elks Lodge #2195**
5. How many attendees do you expect at this event? **200-300**
6. Describe the premises at which this event will take place.  
**This is held in the indoor arena. We will have one beer stand.**
7. What security measures will you take to ensure your event will be safe for all participants?  
**They are providing security. We will check ID's and place a wristband on those 21 and older.**
8. How many security personnel will be on hand? **4**
9. How will security personnel be identified?  
**They are in uniform**
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?

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

Bull riding and farm rodeo.

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?

Only those who have been ID and over 21 will have a wristband.

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

By those serving and security.

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

Nancy Bayne

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

There is a concession stand available.

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

The Outcast Bull Riding people are doing the advertising

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature:

*Nancy Bayne*

Date: 10-14-2014

**THIS IS YOUR OFFICIAL TIPS CERTIFICATION CARD.**  
Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

**Congratulations!**

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

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

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

Sincerely,



Adam F. Chafetz  
President, HCI

**IMPORTANT!** Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

<b>tips</b> On Premise	SSN: XXX-XX-XXXX
Issued: 10/15/2013	Expires: 9/24/2016
ID#: 3589236	D.O.B.: XX/XX/XXXX
NANCY A BAYNE 307 W Richards Ave Silt, CO 81652-8808	
For service visit us online at <a href="http://www.gettips.com">www.gettips.com</a> Kristy Christensen, 54036	

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

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

**BPOE RIFLE ELKS #2195**

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2014 that have been posted, and by documents delivered to this office electronically through 06/16/2014 @ 09:52:02.

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 06/16/2014 @ 09:52:02 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8876822.



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."*



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

**From:** Lisa Hamilton, City Clerk

**Date:** Tuesday, November 25, 2014

**Subject:** Liquor License Renewal

---

**THIS BUSINESS HAS FILED ITS LIQUOR LICENSE RENEWAL APPLICATION:**

<u>Business Name/Address</u>	<u>Type of License</u>
BPOE Lodge Rifle Elks Lodge #2195 501 West 5 <sup>th</sup> Street	Club

These criteria have been met by this business:

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

I recommend approval of this renewal application.

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

CU# 6159-11/17/14

Fees Due	
Renewal Fee	\$308.75
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	308.75 (C)

RIFLE LODGE NO 2195  
 PO BOX 1229  
 RIFLE CO 07208

**RECEIVED**  
 NOV 14 2014  
**DOR #7**

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name <b>BPOE LODGE</b>		DEA <b>RIFLE LODGE NO 2195</b>		
Liquor License # <b>04093570002</b>	License Type <b>Club License (city)</b>	Sales Tax License # <b>04093570002</b>	Expiration Date <b>12/31/2014</b>	Due Date <b>11/16/2014</b>
Street Address <b>501 W 5TH ST RIFLE CO 81650-2823</b>				Phone Number <b>9706252195</b>
Mailing Address <b>PO BOX 1229 RIFLE CO 07208 81650-1229</b>				
Operating Manager <b>Stephanie May</b>	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* "If rented, expiration date of lease \_\_\_\_\_"
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4879: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Stephanie May</b>	Title <b>Manager</b>
Signature <b>Stephanie May</b>	Date <b>10-28-14</b>

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Lindquist, Planning Director

**DATE:** November 25, 2014

**SUBJECT:** Letter of Support for HEAL Railroad Avenue Grant

**REQUEST**

Staff requests Council sign a letter of support for a planning grant for the "HEAL Railroad Avenue" project. The grant would be worth approximately \$25,000 in planning and design consultants through the New Mobility West program of Community Builders (Sonoran Institute). No match is required.

HEAL Railroad Avenue is a project conceived of by Livewell Garfield County, a partnership between several entities including RE-2, the City of Rifle, the Town of New Castle, and Garfield County. "HEAL" stands for "healthy eating, active living". The purpose of the grant would be to identify "Quicker, Lighter, Cheaper" improvements that encourage healthy eating and active living on Railroad Avenue from Highway 13 in the north to Centennial Parkway in the south. These improvements might include gardens, landscaping, and increased pedestrian accessibility that encourages people to walk or bike. The projects would be identified based on their ability to accomplish the additional goal of beautifying Railroad Avenue.

Please let me know if you have any questions or comments.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



November 25, 2014

Dear New Mobility West Selection Committee,

Please accept this letter of support from the City of Rifle for a planning grant for the "HEAL Railroad Avenue" project. The potential for these kinds of improvements to Railroad Avenue would make a significant difference in Rifle by helping us to create a walkable, attractive community. Railroad Avenue is one of our major thoroughfares and is a great place to demonstrate the HEAL principles.

The strong partnerships demonstrated through Livewell Garfield County, including RE-2, the City of Rifle, the Town of New Castle, and Garfield County, demonstrate a need and a desire to work together to ensure implementation of the projects identified through this initiative.

Thank you for your consideration.

Sincerely,

---

Randy Winkler, Mayor

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	RI41068	SOD CUTTER	08/13/2014	100.00	100.00	11/14/2014
	SI82332	PROPANE FUEL	11/12/2014	20.63	.00	
Total 1003:				120.63	100.00	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	43198	PART	11/07/2014	110.45	.00	
	43215	BRASS UNIONS	10/23/2014	111.90	.00	
	43216	BRASS COUPLINGS	10/21/2014	4.65	.00	
Total 1009:				227.00	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	1056	SUPPLIES	10/22/2014	9.49	9.49	11/14/2014
	1701	POLYSHADES CHERRY	11/06/2014	8.99	.00	
	1725	SUPPLIES	11/07/2014	96.45	.00	
	1748	MACHINE BOLT	11/07/2014	1.39	1.39	11/20/2014
	1825	SUPPLIES	11/10/2014	4.79	.00	
	1843	SUPPLIES	11/11/2014	38.79	.00	
	1852	SUPPLIES	11/11/2014	26.94	.00	
	1891	SUPPLIES	11/12/2014	36.42	.00	
	1936	SUPPLIES	11/13/2014	19.99	.00	
	1942	AUGER DRAIN	11/13/2014	13.99	.00	
	1984	SUPPLIES	11/14/2014	11.97	.00	
	2081	SUPPLIES	11/17/2014	41.94	.00	
	2095	SUPPLIES	11/18/2014	49.82	.00	
	2096	SUPPLIES	11/18/2014	34.08	.00	
	2105	SUPPLIES	11/18/2014	19.99	.00	
	2148	SUPPLIES	11/19/2014	8.94	.00	
	2157	SUPPLIES	11/19/2014	29.96	.00	
	2208	SUPPLIES	11/20/2014	12.99	.00	
	662	SPRAY PAINT BLUE	10/13/2014	38.94	38.94	11/20/2014
	98785	SUPPLIES	08/27/2014	5.49	5.49	11/14/2014
	99070	SUPPLIES	09/04/2014	396.72	396.72	11/14/2014
	99798	SUPPLIES	09/23/2014	67.91	67.91	11/14/2014
	99837	CONCRETE MIX	09/24/2014	5.19	5.19	11/14/2014
	99958	SUPPLIES	09/26/2014	127.74	127.74	11/14/2014
Total 1018:				1,108.92	652.87	
<b>1022</b>						
<b>Central Distributing Co</b>						
	106849	SUPPLIES	10/31/2014	33.05	.00	
	108352	SUPPLIES	11/12/2014	214.15	.00	
	108358	SUPPLIES	11/12/2014	206.50	.00	
	108459	SUPPLIES	11/12/2014	71.80	.00	
	109136	SUPPLIES	11/18/2014	293.48	.00	
	109168	SUPPLIES	11/19/2014	182.38	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1022:				1,001.36	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	143273	PIPE & FITTINGS	10/07/2014	5.94	5.94	11/20/2014
	143328	PIPE & FITTINGS	10/17/2014	48.58	48.58	11/20/2014
	143355	PIPE & FITTINGS	10/22/2014	60.65	.00	
Total 1023:				115.17	54.52	
<b>1026</b>						
<b>Cirsa</b>						
	141176	SPECIAL EVENT	09/15/2014	261.75	261.75	11/21/2014
	141425	SPECIAL EVENT	11/14/2014	127.85	127.85	11/21/2014
Total 1026:				389.60	389.60	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	5007391	CANNISTER FUEL V SPORD	11/05/2014	351.89	.00	
Total 1055:				351.89	.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	6168763-00	TOUCHCOUPLER	11/19/2014	954.72	.00	
Total 1062:				954.72	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	184907	DIMPLE BAND	11/10/2014	19.84	.00	
	184992	WATERTIGHT PIPE	11/12/2014	1,020.00	.00	
	185066	FIELD REPAIR COUPLER	11/16/2014	4,887.00	.00	
Total 1065:				5,926.84	.00	
<b>1083</b>						
<b>Youth Zone</b>						
	103114	ASSESMENT & RECOMMENDA	10/31/2014	2,250.00	2,250.00	11/21/2014
Total 1083:				2,250.00	2,250.00	
<b>1087</b>						
<b>Grainger</b>						
	9586253974	HAND CARRY	11/04/2014	96.48	96.48	11/20/2014
	9593853915	RIGID CELL FILTER	11/12/2014	573.32	.00	
	9594102296	CPVC BALL VALVE	11/13/2014	254.76	.00	
Total 1087:				924.56	96.48	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	586028	MUCK BOOTS	11/18/2014	124.95	.00	
	586108	STRAW	11/19/2014	675.98	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1094:				800.93	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	19689	URA 3307	10/31/2014	111.00	111.00	11/21/2014
Total 1100:				111.00	111.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	347442	rad spc	08/15/2014	16.00	16.00	11/14/2014
	354547	COMBO BALL MOUNT	10/07/2014	37.68	37.68	11/20/2014
	357686	CLEANER	10/29/2014	7.96	.00	
	358923	AGG 20 FUSE	11/07/2014	5.94	.00	
	359001	ASSY	11/07/2014	5.04	.00	
	359363	INTAKE MAN GASKET	11/10/2014	57.67	.00	
	359453	RIGHT ANGEL POLISHER	11/11/2014	248.99	.00	
	359584	ADAPTER	11/12/2014	35.88	.00	
	359596	DIE GRNDR	11/12/2014	59.99	.00	
	359599	POLISHING	11/12/2014	10.69	.00	
	359653	BOLT	11/12/2014	6.99	.00	
	359690	COUPLER	11/12/2014	15.27	.00	
	359694	MALE ELB	11/12/2014	7.69	.00	
	359720	AIRFILTER	11/12/2014	40.60	.00	
	360059	BUFF PAD KIT	11/14/2014	32.80	.00	
	360304	HELMET	11/17/2014	99.99	.00	
	360310	GREASE FITTING	11/17/2014	7.98	.00	
	360602	CARTRIDGE FILTER	11/19/2014	16.15	.00	
	360839	STA-BIL	11/20/2014	27.81	.00	
Total 1110:				621.14	53.68	
<b>1111</b>						
<b>Neve's Uniforms, Inc</b>						
	NE34176	UNIFORMS	10/21/2014	34.89	.00	
	NE34483	UNIFORM /PD	11/04/2014	89.99	.00	
	NE34490	UNIFORMS	11/05/2014	83.94	.00	
Total 1111:				208.82	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-34138	SWITCH	11/14/2014	20.79	.00	
Total 1118:				20.79	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	433395645	TRAFFIC LIGHT	11/03/2014	78.82	78.82	11/14/2014
	433396180	FLASHER/SPRINKLER	11/03/2014	20.19	20.19	11/14/2014
	433398176	CLOCK	11/03/2014	5.59	5.59	11/14/2014
	433404884	3100 DOKES	11/03/2014	20,106.44	20,106.44	11/14/2014
	433596102	132 E 4TH ST	11/04/2014	987.54	987.54	11/14/2014
	433596526	139 RAILROAD AVE	11/04/2014	57.62	57.62	11/14/2014
	433718078	236 W 4TH ST	11/04/2014	22.96	22.96	11/14/2014
	433727643	300 W 5TH ST UNIT STAGE	11/04/2014	82.60	82.60	11/14/2014
	433783251	AREA LIGHTS	11/05/2014	4,593.24	4,593.24	11/14/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	434498347	ST LGT MAIN CAP	11/11/2014	15,570.70	15,570.70	11/21/2014
Total 1120:				41,525.70	41,525.70	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	33408	DUPLICATE KEYS	11/11/2014	1.75	.00	
	33424	DUPLICATE KEYS	11/19/2014	12.50	.00	
Total 1132:				14.25	.00	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	111314	SEMINAR-FALL FORUM	11/13/2014	105.00	105.00	11/14/2014
Total 1138:				105.00	105.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	1816 111414	DIESEL	11/14/2014	3,749.22	.00	
	1835 103114	car wash/	10/31/2014	14.50	.00	
Total 1143:				3,763.72	.00	
<b>1170</b>						
<b>Club 20</b>						
	15682	ANNUAL MEMBERSHIP 2015	11/13/2014	700.00	700.00	11/14/2014
Total 1170:				700.00	700.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00090763	GENERAL SHOP	09/18/2014	32.50	32.50	11/21/2014
	00091357	WELDING CABLE	11/14/2014	426.35	.00	
Total 1181:				458.85	32.50	
<b>1188</b>						
<b>Jean's Printing</b>						
	141027	printing	04/02/2014	5.89	5.89	11/21/2014
	142842	printing	09/30/2014	4.42	4.42	11/21/2014
	142848	printing	09/30/2014	6.63	6.63	11/21/2014
	142969	printing	10/12/2014	52.16	.00	
	143031	printing	10/16/2014	149.68	.00	
	143260	printing	11/12/2014	63.86	.00	
Total 1188:				282.64	16.94	
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	14341	341-10.27 BBC WATERSHED PE	10/31/2014	113.25	.00	
Total 1256:				113.25	.00	
<b>1258</b>						
<b>Hach Company</b>						
	9109562	SULFURIC ACID	11/07/2014	434.37	.00	
	9114547	AMMONIA	11/12/2014	97.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	9121413	REAGENT SET CHLORINE	11/17/2014	192.94	.00	
Total 1258:				724.81	.00	
<b>1335</b>						
<b>Whitmore, Thomas</b>						
	111314	REIMBURSEMENT /	11/13/2014	8.14	8.14	11/14/2014
	111814	REIMBURSEMENT	11/18/2014	25.92	25.92	11/21/2014
Total 1335:				34.06	34.06	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3216957	ROCK ENCLOSURE 107 RIVER	10/29/2014	327.16	.00	
	3219855	VALVE BOX EXT JUMBO	11/10/2014	37.20	.00	
	3220388	STRAW EROSION CNTRL BLAN	11/11/2014	167.51	.00	
Total 1339:				531.87	.00	
<b>1358</b>						
<b>Timber Line Electric &amp; Control</b>						
	17972	TANK TRANSMITTERS	11/12/2014	1,895.00	.00	
Total 1358:				1,895.00	.00	
<b>1381</b>						
<b>Zee Medical, Inc</b>						
	0011119900	FIRST AID SUPPLIES	10/29/2014	29.45	.00	
Total 1381:				29.45	.00	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	G39195	RePAIR EXISTING GATES	10/28/2014	2,687.00	.00	
Total 1437:				2,687.00	.00	
<b>1563</b>						
<b>Quill Corporation</b>						
	7043166	SUPPLIES	10/16/2014	133.41	.00	
	7527268	SUPPLIES	11/03/2014	42.69	.00	
Total 1563:				176.10	.00	
<b>1727</b>						
<b>Canyon Systems Inc</b>						
	12099	Parts/Service/Freight for Influent p	10/17/2014	5,690.83	.00	
Total 1727:				5,690.83	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	1036422	ROCK CRUSHED	10/28/2014	1,246.15	.00	
	1036423	ROCK CRUSHED	10/28/2014	1,247.79	.00	
	1036825	ROCK CRUSHED	10/30/2014	547.30	.00	
	1037241	READY MIX	10/30/2014	600.26	.00	
	1038183	READY MIX	11/04/2014	861.00	.00	
	1039292	READY MIX	11/07/2014	1,892.25	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1734:				6,394.75	.00	
<b>1765</b>						
<b>Stuver &amp; Lemoine P.c.</b>						
	37790	RIFLE TRESSPASS	10/31/2014	7.50	7.50	11/21/2014
Total 1765:				7.50	7.50	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	PS0022550-1	SPRING BRAKE	11/12/2014	116.25	.00	
Total 1768:				116.25	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	9987	ANNEXATION PLAT UMETCO SI	11/06/2014	2,000.00	.00	
Total 1990:				2,000.00	.00	
<b>2192</b>						
<b>Sports Turf Managers Assc</b>						
	110514	STMA MEMBERSHIP DUES-HA	11/05/2014	170.00	170.00	11/21/2014
	110514.	STMA MEMBERSHIP DUES WHI	11/05/2014	170.00	170.00	11/21/2014
Total 2192:				340.00	340.00	
<b>2208</b>						
<b>Amerigas</b>						
	3034143019	PROPANE	10/31/2014	161.99	.00	
	3034312294	PROPANE	11/06/2014	404.32	404.32	11/20/2014
Total 2208:				566.31	404.32	
<b>2343</b>						
<b>Mountain Pest Control</b>						
	0363052	PEST CONTROL	10/15/2014	66.00	.00	
Total 2343:				66.00	.00	
<b>2540</b>						
<b>Walker Electric</b>						
	5270	ADD HEAT TAPE CITY HALL	11/06/2014	1,620.00	.00	
Total 2540:				1,620.00	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0570455-001	supplies	11/12/2014	6.99	6.99	11/14/2014
	0570455-002	supplies	11/13/2014	109.99	.00	
	0570460-001	supplies	11/11/2014	6.99-	.00	
	0570700-001	supplies	11/19/2014	51.99	.00	
	0570796-001	supplies	11/20/2014	54.99-	.00	
Total 2573:				106.99	6.99	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2803</b>						
<b>ALL TEMP SERVICES</b>						
	33656GPK	TIMER	10/31/2014	230.68	230.68	11/14/2014
Total 2803:				230.68	230.68	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	10204353 1023	AD	10/23/2014	67.50	67.50	11/14/2014
	10587249	AD	10/02/2014	25.30	25.30	11/14/2014
	10611724	AD	10/09/2014	12.14	12.14	11/14/2014
	10619117	AD	10/09/2014	270.00	270.00	11/14/2014
	10619130	AD	10/16/2014	84.00	84.00	11/14/2014
	10658556	AD	10/30/2014	202.50	202.50	11/14/2014
	10661477	AD	10/30/2014	84.00	84.00	11/14/2014
	10661483	AD	10/31/2014	157.50	157.50	11/14/2014
Total 2846:				902.94	902.94	
<b>2960</b>						
<b>Walmart Community</b>						
	003789	FOOD SUPPLIES	11/03/2014	51.88	51.88	11/14/2014
	005760	supplies	11/05/2014	15.33	15.33	11/14/2014
	007600	FOOD SUPPLIES	11/07/2014	124.85	124.85	11/14/2014
	011775	supplies	11/11/2014	16.40	16.40	11/14/2014
	018727	supplies	11/18/2014	23.87	23.87	11/21/2014
	021314	supplies	11/21/2014	11.54	11.54	11/21/2014
	027940	FOOD SUPPLIES	10/27/2014	80.54	80.54	11/14/2014
Total 2960:				324.41	324.41	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	007509	FOOD SUPPLIES	10/27/2014	98.89	98.89	11/14/2014
	035040	FOOD SUPPLIES	10/27/2014	28.95	28.95	11/14/2014
	083339	FOOD SUPPLIES	10/28/2014	27.50	27.50	11/14/2014
	113053	FOOD SUPPLIES	11/03/2014	98.43	98.43	11/14/2014
	136359	FOOD SUPPLIES	11/04/2014	27.15	27.15	11/14/2014
	185355	FOOD SUPPLIES	11/12/2014	45.59	45.59	11/14/2014
	215292	MEETINGS	11/05/2014	69.93	69.93	11/14/2014
Total 3015:				396.44	396.44	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	20303	FABRIC PINS	11/11/2014	14.00	.00	
Total 3038:				14.00	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1518831	SUPPLIES	09/02/2014	144.82	144.82	11/14/2014
	1521883	SUPPLIES	09/09/2014	154.33	154.33	11/14/2014
	1524908	SUPPLIES	09/16/2014	757.10	757.10	11/14/2014
	1527910	SUPPLIES	09/23/2014	131.73	131.73	11/14/2014
	1528853	SUPPLIES	09/25/2014	60.02	60.02	11/14/2014
	1530838	SUPPLIES	09/30/2014	63.71	63.71	11/14/2014
	1533786	SUPPLIES	10/07/2014	101.02	101.02	11/14/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1536688	SUPPLIES	10/14/2014	101.56	101.56	11/14/2014
	1539484	SUPPLIES	10/21/2014	101.02	101.02	11/14/2014
	1542271	SUPPLIES	10/28/2014	129.54	129.54	11/14/2014
	1547725	SUPPLIES	11/11/2014	28.61	.00	
	1550552	SUPPLIES	11/18/2014	28.61	.00	
Total 3083:				1,802.07	1,744.85	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2025 102214	CAR WASH	10/22/2014	246.23	.00	
Total 3156:				246.23	.00	
<b>3195</b>						
<b>Frontier Paving Inc</b>						
	112014	16th Street Repaving	11/20/2014	16,271.22	.00	
Total 3195:				16,271.22	.00	
<b>3707</b>						
<b>Interstate Battery System Inc</b>						
	22037801	BATTERIES	11/06/2014	105.95	.00	
Total 3707:				105.95	.00	
<b>3723</b>						
<b>Flint Trading Inc</b>						
	177322	PED FWHA	11/11/2014	329.58	.00	
Total 3723:				329.58	.00	
<b>3755</b>						
<b>Wagner Equipment Co</b>						
	P3814402	EQUIPMENT RENTAL-	11/05/2014	510.00	.00	
Total 3755:				510.00	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	110214	BEAVER CREEK HEADGATE	11/02/2014	20.35	20.35	11/14/2014
	110214.	BARON LANE STREET LIGHTS	11/02/2014	19.58	19.58	11/14/2014
Total 3955:				39.93	39.93	
<b>3982</b>						
<b>Cruise Control</b>						
	0070892	BALANCE TIRES	11/19/2014	70.00	.00	
Total 3982:				70.00	.00	
<b>4021</b>						
<b>Rifle Equipment Inc</b>						
	CI008189	ELBOW STREET 45 DEG	11/10/2014	10.73	.00	
	RI006226	SCISSOR LIFT ALL TERAIN	10/28/2014	168.75	.00	
	RI006265	VACUUM EXCAVATOR	11/06/2014	333.00	.00	
	WI009097	WACKER JUMPING JACK	11/10/2014	255.18	.00	
	WI009098	WACKER PLATE COMPACTOR	11/10/2014	82.72	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4021:				850.38	.00	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	Y2097W414	SHIPPING	10/11/2014	54.09	54.09	11/14/2014
Total 4055:				54.09	54.09	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	160512	COFFEE SUPPLIES/CITY HALL	11/07/2014	127.14	127.14	11/20/2014
	160633	COFFEE	11/14/2014	88.49	.00	
Total 4141:				215.63	127.14	
<b>4207</b>						
<b>Radio Shack</b>						
	10169581	PEN PAL PEN HOLDER	10/07/2014	9.98	9.98	11/20/2014
	10170574	NETGEAR WIFI	11/13/2014	69.99	.00	
Total 4207:				79.97	9.98	
<b>4261</b>						
<b>All Water Supply LLC</b>						
	3327	SIGMA 2 CONTROL METERING	11/17/2014	5,489.16	.00	
Total 4261:				5,489.16	.00	
<b>4292</b>						
<b>Colo Dept Of Public Safety</b>						
	SI50300002	LIQUOR LICENSE	10/08/2014	77.00	77.00	11/14/2014
Total 4292:				77.00	77.00	
<b>4339</b>						
<b>Design Concepts</b>						
	0016449	Deerfield Park Completion Plan C	11/05/2014	576.99	.00	
Total 4339:				576.99	.00	
<b>4538</b>						
<b>S- Square Tube Products</b>						
	10869	BRACKETS/ANCHORS/WATER	11/06/2014	128.25	.00	
Total 4538:				128.25	.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	120113	ANNUAL MAIN INSPECTION	11/06/2014	516.00	.00	
	120114	ANNUAL MAIN INSPECTION	11/06/2014	240.00	.00	
Total 4701:				756.00	.00	
<b>4734</b>						
<b>Vandewalle &amp; Associates, Inc.</b>						
	201410067	PROFESSIOANL SERVICES-VIS	10/31/2014	4,177.09	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4734:				4,177.09	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	9017	ARCTIC CAT TECH LABOR	11/19/2014	823.30	.00	
Total 4753:				823.30	.00	
<b>4796</b>						
<b>Mountain Air Mechanical Hvac</b>						
	20809	DISPATCH FEE	10/29/2014	213.47	.00	
Total 4796:				213.47	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-2443993	ROLL OFF 20 YD	10/31/2014	5,042.64	.00	
Total 4811:				5,042.64	.00	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	103114	LONG DISTANCE MONTHLY FE	10/31/2014	131.55	131.55	11/14/2014
Total 4967:				131.55	131.55	
<b>4989</b>						
<b>Mr Power S/Sandor Drucker</b>						
	299	GRAFFITI REMOVE CENTENNIA	11/10/2014	465.00	.00	
Total 4989:				465.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	65858	SUPPLIES	09/30/2014	610.22	610.22	11/14/2014
	66596	TRUBOLT	11/03/2014	22.14	.00	
	66628	IC WB CAUTIN BLU	11/04/2014	52.72	.00	
	66633	BANNER POLE HARDWARE	11/04/2014	767.54	.00	
	66634	BANNER POLE HARDWARE	11/04/2014	776.54	.00	
	66653	BANNER POLE HARDWARE	11/05/2014	22.43	.00	
	66654	BANNER POLE HARDWARE	11/05/2014	776.54	.00	
	66696	SUPPLIES	11/06/2014	10.92	.00	
	66791	HCS 3/4	11/11/2014	59.83	.00	
Total 5253:				1,500.94	610.22	
<b>5267</b>						
<b>ULINE</b>						
	62868367	ROLLING Z RACK	11/04/2014	206.73	.00	
Total 5267:				206.73	.00	
<b>5303</b>						
<b>Hudspeth and Associates, Inc.</b>						
	110514	REFUND	11/05/2014	2,915.00	2,915.00	11/14/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5303:				2,915.00	2,915.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	20669	PAINT	08/01/2014	37.76	.00	
Total 5384:				37.76	.00	
<b>5602</b>						
<b>Colorado State Bank and Trust</b>						
	112414	Parks Maint. Bldg Lease	11/24/2014	161,163.80	161,163.80	11/25/2014
Total 5602:				161,163.80	161,163.80	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	007714110310	PUMP STATION #1	11/03/2014	6,246.90	6,246.90	11/25/2014
Total 5613:				6,246.90	6,246.90	
<b>5650</b>						
<b>HIGH COUNTRY GAS</b>						
	204226	OXYGEN 250 CUBIC FOOT	10/01/2014	20.46	.00	
Total 5650:				20.46	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	DX-55843	WEEKLY COPPER PD	11/03/2014	75.00	.00	
	DY-56196	WWTP Metals Sampling Program	11/10/2014	75.00	.00	
Total 5752:				150.00	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	112414	energy innovation center	11/24/2014	11,058.07	11,058.07	11/25/2014
Total 5833:				11,058.07	11,058.07	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	3250-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
	3251-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
	3252-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
	3253-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
	3254-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
	3255-14	Water Testing	11/05/2014	20.00	20.00	11/14/2014
Total 5846:				120.00	120.00	
<b>5875</b>						
<b>CUMMINS ROCKY MOUNTAIN</b>						
	003-78243	CONTROL ASSY	11/04/2014	957.45	957.45	11/20/2014
Total 5875:				957.45	957.45	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5895</b>						
<b>STANDARD REGISTER COMPANY</b>						
	43088692	FORMS	10/30/2014	112.73	.00	
Total 5895:				112.73	.00	
<b>5960</b>						
<b>Recreation Fee Refunds</b>						
	2001072002	REC FEE REFUND	11/03/2014	38.00	38.00	11/14/2014
Total 5960:				38.00	38.00	
<b>5967</b>						
<b>Harbor Freight Tools</b>						
	0163766	HOSE REEL CART	10/10/2014	79.98	79.98	11/14/2014
Total 5967:				79.98	79.98	
<b>5992</b>						
<b>Trusco Manufacturing Company</b>						
	6121	SPRAY TIPS GREY CERAMIC	11/13/2014	46.73	.00	
Total 5992:				46.73	.00	
<b>5998</b>						
<b>UMB BANK NA</b>						
	112414	RIFLE SALES UES TAX 03	11/24/2014	284,050.00	284,050.00	11/25/2014
Total 5998:				284,050.00	284,050.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	272470	RECYCLE SERVICE	11/01/2014	16.20	16.20	11/14/2014
	272621	PORTABLE RESTROOM	10/31/2014	109.01	109.01	11/14/2014
	273455	MONTHLY FEE	11/01/2014	36,071.04	36,071.04	11/21/2014
	273880	TRASH DUMPSTER	11/01/2014	150.00	150.00	11/14/2014
Total 6067:				36,346.25	36,346.25	
<b>6071</b>						
<b>TD Productions</b>						
	39384	VACTOR CLEAN UP GREASE	11/05/2014	6,920.30	.00	
Total 6071:				6,920.30	.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	39671	ADVERTISEMENT	10/30/2014	320.00	320.00	11/14/2014
	39672	ADVERTISEMENT	10/30/2014	640.00	640.00	11/14/2014
Total 6195:				960.00	960.00	
<b>6221</b>						
<b>Wells Fargo Financial Leasing</b>						
	5001628926	XEROX COPIER	11/02/2014	336.44	336.44	11/14/2014
Total 6221:				336.44	336.44	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	1378	TURNING SIGN	10/29/2014	173.00	.00	
	1388	SIGNS	11/12/2014	203.52	.00	
Total 6225:				376.52	.00	
<b>6248</b>						
<b>Colorado River Engineering, Inc.</b>						
	10216	NORTH ROUNDABOUT	11/10/2014	23,800.00	.00	
Total 6248:				23,800.00	.00	
<b>6304</b>						
<b>Deussen Dick</b>						
	110714	REIMBURSEMENT	11/07/2014	135.88	135.88	11/14/2014
Total 6304:				135.88	135.88	
<b>6336</b>						
<b>Riverbend Machinery, Inc</b>						
	IG11304	YELLOW SPRAY	11/14/2014	142.44	.00	
Total 6336:				142.44	.00	
<b>6363</b>						
<b>BRICKYARD</b>						
	0095113-IN	VERSA LOK SQUARE FT GREY	10/29/2014	803.60	803.60	11/14/2014
Total 6363:				803.60	803.60	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1320720422	LONG DISTANCE	11/11/2014	5.79	5.79	11/21/2014
Total 6383:				5.79	5.79	
<b>6392</b>						
<b>YEH &amp; ASSOCIATES</b>						
	214-072-2	PROFESSIONAL SERVICES	07/10/2014	835.80	835.80	11/14/2014
	214-072-3	PROFESSIONAL SERVICES	08/05/2014	1,151.80	1,151.80	11/14/2014
	214-072-4	PROFESSIONAL SERVICES	09/17/2014	148.00	148.00	11/14/2014
	214-072-5	PROFESSIONAL SERVICES	11/07/2014	1,638.50	.00	
Total 6392:				3,774.10	2,135.60	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250004 11011	LONG DISTANCE	11/01/2014	445.94	445.94	11/14/2014
	9706250388 11	LONG DISTANCE	11/01/2014	307.08	307.08	11/14/2014
Total 6402:				753.02	753.02	
<b>6412</b>						
<b>APP GEO</b>						
	16354	HOSTING SUBSCRIPTION	07/01/2014	4,500.00	4,500.00	11/14/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6412:				4,500.00	4,500.00	
<b>6512</b>						
<b>C.B. WELLS</b>						
	32	PERFORMANCE	11/08/2014	100.00	100.00	11/14/2014
Total 6512:				100.00	100.00	
<b>6573</b>						
<b>APRENDI INC</b>						
	29061	LEGAL INTERPRETATION	10/29/2014	90.90	90.90	11/14/2014
	29143	LEGAL INTERPRETATION	10/31/2014	92.00	92.00	11/21/2014
Total 6573:				182.90	182.90	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	722438	BOTTLED WATER	09/03/2014	55.30	.00	
	918084	BOTTLED WATER	09/23/2014	13.35	.00	
	918725	BOTTLED WATER	10/07/2014	82.70	.00	
	9194818	BOTTLED WATER	11/04/2014	82.70	.00	
Total 6606:				234.05	.00	
<b>6612</b>						
<b>CEDAR NETWORKS</b>						
	192339	CITY OF RIFLE INTERNET	11/03/2014	3,554.00	3,554.00	11/14/2014
Total 6612:				3,554.00	3,554.00	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0020223-IN	SHOE SLIP ON STEEL TOE	10/31/2014	51.64	.00	
	0020350-IN	RAINSUITS	11/08/2014	220.54	.00	
Total 6643:				272.18	.00	
<b>6675</b>						
<b>PARKSON CORPORATION</b>						
	AR1/51009810	O-RING FOR JG FITTING	10/31/2014	1,243.95	1,243.95	11/20/2014
Total 6675:				1,243.95	1,243.95	
<b>6716</b>						
<b>SIMPLIFILE, LC</b>						
	201458723	COUNTY RECORDING FEES	10/30/2014	13.00	13.00	11/14/2014
Total 6716:				13.00	13.00	
<b>6718</b>						
<b>HAPPY FEET FLOORS INC</b>						
	677	LABOR BUS SHELTER	11/05/2014	1,915.68	.00	
Total 6718:				1,915.68	.00	
<b>6738</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>INTERSTATE ALL BATTERY CENTER</b>						
	24972254-001	BATTERY	10/23/2014	63.78	.00	
	24977085-001	BATTERY	10/29/2014	32.82	.00	
Total 6738:				96.60	.00	
<b>6779</b>						
<b>COMMERCIAL TIRE SERVICE, INC</b>						
	35638	TIRES	09/29/2014	271.87	271.87	11/21/2014
	35653	TIRES	10/01/2014	716.52	716.52	11/21/2014
	35654	TIRES	10/01/2014	603.04	603.04	11/21/2014
	35712	TIRES	10/09/2014	382.24	382.24	11/14/2014
	35722	TIRES	10/13/2014	557.43	557.43	11/14/2014
	35968	TIRES	11/03/2014	228.18	.00	
Total 6779:				2,759.28	2,531.10	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-344497	SEAT COVERS	10/14/2014	206.51	206.51	11/21/2014
	3761-346807	SUPPLIES	10/30/2014	69.09	.00	
	3761-347484	SUPPLIES	11/05/2014	94.90	.00	
	3761-347563	SUPPLIES	11/05/2014	107.58	.00	
	3761-3478/50	SUPPLIES	11/07/2014	47.18	.00	
	3761-348245	SUPPLIES	11/10/2014	18.98	.00	
	3761-348249	SUPPLIES	11/10/2014	41.64	.00	
	3761-348525	SUPPLIES	11/12/2014	20.97	.00	
	3761-348611	SUPPLIES	11/12/2014	28.51	.00	
	3761-348772	SUPPLIES	11/13/2014	57.99	.00	
	3761-349117	SUPPLIES	11/15/2014	12.34	.00	
	3761-349459	SUPPLIES	11/18/2014	92.18	.00	
Total 6790:				797.87	206.51	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25304574RI	PAC Equipment Lease	10/29/2014	2,100.00	2,100.00	11/20/2014
Total 6831:				2,100.00	2,100.00	
<b>6863</b>						
<b>CONSERVANCY OIL CO</b>						
	0067001-IN	BULK CAS HD TECTION	09/10/2014	95.50	95.50	11/14/2014
	0067269 10071	SERV PRO METAL WIPER BLAD	10/07/2014	128.40	128.40	11/14/2014
	00673385 1014	SERVICE PRO	10/14/2014	337.14	337.14	11/14/2014
	0067580	BULK SERV PRO HYDRAULIC A	11/11/2014	486.54	.00	
	082714	12/1 SERVICE PRO SYN BLD	08/27/2014	34.56-	34.56-	11/14/2014
Total 6863:				1,013.02	526.48	
<b>6867</b>						
<b>PNCI Construction, Inc.</b>						
	112014	RETAINAGE	11/20/2014	36,608.04	36,608.04	11/20/2014
	1411 103114	DEERFIELD PARK	10/31/2014	148,653.00	148,653.00	11/21/2014
Total 6867:				185,261.04	185,261.04	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6885</b>						
<b>CHEMATOX LABORATORY INC</b>						
	13842	BLOOD ALCOHOL TEST	10/04/2014	20.00	20.00	11/14/2014
Total 6885:				20.00	20.00	
<b>6916</b>						
<b>CORNWELL QUALITY TOOLS</b>						
	145304	BLACK CERAMIC	11/05/2014	84.95	.00	
Total 6916:				84.95	.00	
<b>6999</b>						
<b>MILLER, JIM</b>						
	103014	REIMBURSEMENT	01/03/2014	225.30	225.30	11/14/2014
Total 6999:				225.30	225.30	
<b>7019</b>						
<b>SHDP RF I LLC</b>						
	41943	SOLAR	10/01/2014	3,977.15	3,977.15	11/14/2014
Total 7019:				3,977.15	3,977.15	
<b>7020</b>						
<b>Marine Diving Solutions</b>						
	1165	DIVE ASSISTANCE SGM	11/18/2014	2,395.00	.00	
Total 7020:				2,395.00	.00	
<b>7023</b>						
<b>SPECIALTY INCENTIVES INC</b>						
	186117	UNIFORMS	08/25/2014	404.03	404.03	11/14/2014
	188028	UNIFORMS	10/03/2014	883.24	883.24	11/14/2014
Total 7023:				1,287.27	1,287.27	
<b>7036</b>						
<b>FREEMAN SIGNS</b>						
	073014	SIGN PERMIT 2014-6 1405 RAIL	07/30/2014	80.00-	.00	
Total 7036:				80.00-	.00	
<b>7041</b>						
<b>CHANEY, DON</b>						
	112114	REIMBURSEMENT	11/21/2014	56.83	56.83	11/21/2014
Total 7041:				56.83	56.83	
<b>7043</b>						
<b>Kumar and Associates</b>						
	167917	Geotechnical/Design work for dryi	10/31/2014	7,765.00	.00	
Total 7043:				7,765.00	.00	
<b>7056</b>						
<b>MAINTAINIT LLC</b>						
	1296	PREVENTATIVE MAINTENANCE	09/01/2014	462.00	462.00	11/14/2014

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7056:				462.00	462.00	
<b>7146</b>						
<b>CROP PRODUCTION SERVICES</b>						
	25719907	SOIL TEST	10/17/2014	94.75	94.75	11/21/2014
Total 7146:				94.75	94.75	
<b>7147</b>						
<b>CHSAA</b>						
	111714	BROADCASTING	11/17/2014	750.00	750.00	11/17/2014
	15-1887	BROADCASTING FB-1ST ROUN	11/12/2014	150.00	150.00	11/14/2014
Total 7147:				900.00	900.00	
<b>7148</b>						
<b>NAVAL SURFACE WARFARE CENTER</b>						
	111114	NIGHT VISION POCKETSCOPE	11/11/2014	300.00	300.00	11/14/2014
Total 7148:				300.00	300.00	
<b>7149</b>						
<b>THOMPSON CLEANING</b>						
	111414	CARPET CLEANING SERVICES	11/14/2014	235.00	235.00	11/14/2014
Total 7149:				235.00	235.00	
<b>7150</b>						
<b>AGUIRRE, NOEMI</b>						
	112014	MAINT SERVICE SUSTODIAL	11/20/2014	377.50	377.50	11/21/2014
Total 7150:				377.50	377.50	
<b>7151</b>						
<b>MOUNTAIN STATES</b>						
	295602	PHR/SPHR INTENSIVE PROGR	11/06/2014	1,395.00	1,395.00	11/21/2014
Total 7151:				1,395.00	1,395.00	
<b>7152</b>						
<b>GARCO SHERIFF OFFICE</b>						
	111814	TRAINING	11/18/2014	466.90	466.90	11/21/2014
Total 7152:				466.90	466.90	
Grand Totals:				892,472.78	769,652.85	

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

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

<u>Vendor Name and Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>Date Paid</u>
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Report Criteria:

- Summary report.
  - Invoices with totals above \$0 included.
  - Paid and unpaid invoices included.
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November 25, 2014

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

Re: December 3, 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 December 3, 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 second 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 second reading.

Page 2

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 second 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

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Lindquist, Planning Director

**DATE:** November 25, 2014

**SUBJECT:** Rifle Creek Trail Property Acquisitions

**REQUEST**

Staff requests Council authorize expenditure of \$219,500 plus closing costs for the purchase of 154 East 11<sup>th</sup> Street, and accept the dedication of trail access easements to the City on three other properties. If approved, the purchase of 154 East 11<sup>th</sup> Street is recommended to come out of the Street Improvement Fund Contingency budget (201-4312-400-900).

The purpose of these property acquisitions is to allow the construction of the missing piece of the Rifle Creek Trail from 10<sup>th</sup> Street to City Market. This is the most cost-effective alignment because it keeps the trail on the west side of Rifle Creek, eliminating the need for two bridges over Rifle Creek at a cost savings of approximately \$360,000.

See the attached map for an overview of the project. Option 3 in orange is the preferred alignment that these acquisitions would allow.

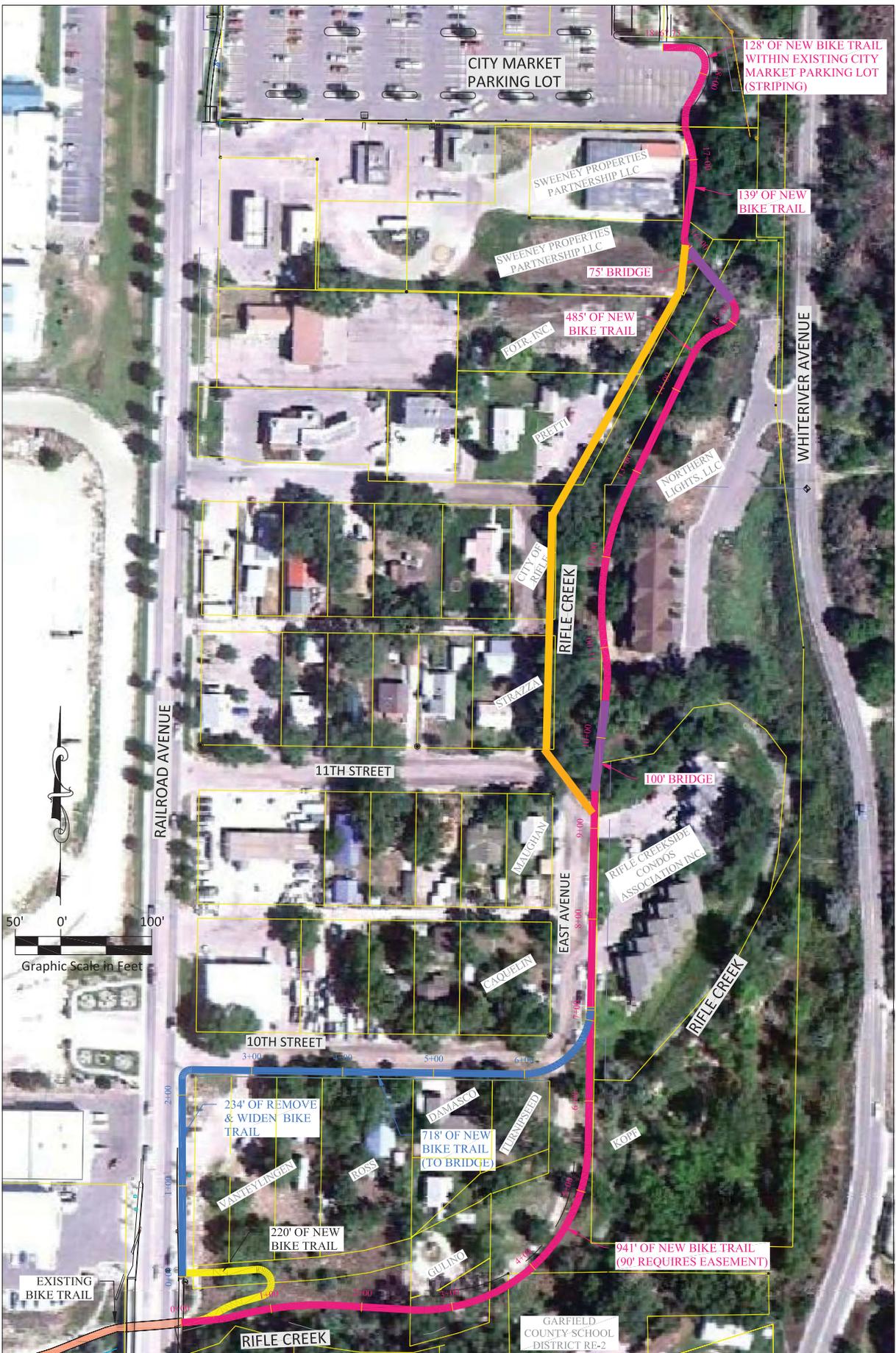
**Purchase of 154 East 11<sup>th</sup> Street**

This property contains a single-family residence. If the property is purchased, Staff recommends that the City first delineate the alignment of the trail and realign the gravel driveway and parking area. Once that is accomplished Staff recommends the property be put back on the market to be re-sold with the intent of its continued use as a residence. The existence of the trail is not expected to significantly affect future residential use of the property.

**Easements**

The easements recommended for acceptance are at 146 East 12<sup>th</sup> Street, 1224 Railroad Avenue, and 1252 Railroad Avenue. Staff has worked with each property owner to address concerns with the trail, with the intent of finding improvements that are beneficial to both the property and the trail itself once constructed.

Please let me know if you have any questions or comments.



- TRAIL EXIT TO RAILROAD AVE
- OPTION 1
- OPTION 2
- Option 3 (preferred)

**COLORADO RIVER**  
ENGINEERING  
INCORPORATED

PO Box 1301  
Rifle, CO 81650  
Tel 970-625-4933

**BIKE PATH CONNECTIVITY  
CONCEPTUAL PLAN**

Figure: **1**

File Name: Bike path prelim exhibit	Job No: 1017	Client:
Drawn by: JAO	Approved by: CM	Date: 1/17/14
		CITY OF RIFLE

## **TRAIL EASEMENT AGREEMENT**

THIS TRAIL EASEMENT AGREEMENT (the "Agreement") is entered into and effective this \_\_\_ day of November, 2014, by and between SWEENEY PROPERTIES PARTNERSHIP, LLC, a Colorado limited liability company whose legal address is 1250 Railroad Avenue, Rifle, Colorado 81650 ("Grantor"), and the CITY OF RIFLE, a home-rule municipality (the "City").

### **RECITALS**

This Agreement is made with reference to the following facts:

A. Grantor owns certain real property commonly known as 1250 and 1252 Railroad Avenue, Rifle, Colorado and more particularly described as Lots 3 and 4, Sweeney Minor Subdivision to the City of Rifle, according to the plat thereof recorded December 8, 1998 as Reception No. 536835 (the "Property").

B. City is a "public body," authorized to acquire interests in real property for purposes of providing or preserving open space land values and recreational opportunities.

C. City desires to establish an easement along the banks of Rifle Creek for the location of the Rifle Creek Trail, a public trail that is of significant interest and value to City and the general public for its recreational, transportation, and open space purposes.

D. City desires to receive an easement over and across the Property to construct and maintain a portion of the Rifle Creek Trail thereon and Grantor desires to grant a perpetual, exclusive trail easement on, across, and over a portion of the Property to City for the purposes set forth in these recitals pursuant to the terms and conditions of this Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference.
2. **Grant of Rifle Creek Trail Easement.** Grantor hereby bargains, sells, conveys and confirms unto the City forever a perpetual, exclusive trail easement (the "Trail Easement") on, over and across the Property along the alignment described and depicted on Exhibit A, attached hereto and incorporated herein by this reference with all its appurtenances, and warrants the title against all persons claiming under Grantor.
3. **Consideration.** In consideration for Grantor's conveyance of the Trail Easement, the City shall improve the existing driveway around the storage units located on Lot 3 of the Property by chip sealing the surface thereof by May 31, 2015.

4. Purpose of the Trail Easement. The Trail Easement has been granted for the purposes of providing the City a permanent, exclusive easement for construction, operation, maintenance, repair, and replacement of the Rifle Creek Trail and related facilities within the Trail Easement, and for non-motorized, recreational, educational, open-space uses by the City and the general public; provided, however, maintenance and public safety vehicles, and disability assisted devices are expressly exempted from the non-motorized use limitation.

5. Rights Conveyed.

The rights and corresponding obligations conveyed by Grantor to City are as follows:

a. To maintain the Trail Easement as open space free from man-made improvements except as otherwise provided herein;

b. To establish within the Trail Easement a paved trail to serve the purposes for which the Trail Easement has been granted;

c. To lay out, mark, develop, construct, maintain or relocate a trail or foot path within the Trail Easement;

d. To make topographical changes to the Property within the Trail Easement for the necessity and convenience of constructing the Rifle Creek Trail;

e. To establish and maintain appropriate signage within the Trail Easement marking the Rifle Creek Trail and providing directions or other appropriate information in connection with the Rifle Creek Trail;

f. To enter upon the Trail Easement for all reasonable and necessary construction, maintenance and repair of the Rifle Creek Trail and Trail Easement;

g. To manage vegetation within the Trail Easement through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological and open space values of the Trail Easement; and

h. To maintain the Trail Easement in a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance.

6. Maintenance of the Trail Easement. Grantor and City agree that all expenses for maintenance and repair to the Trail Easement in conformance with the rights conveyed shall be the responsibility of City.

7. Governmental Immunity and Indemnification for the Trail Easement. Grantor acknowledges that use of the Trail Easement established herein is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, et seq., which limits liability for property owners granting easements for public use. To the extent permitted by law and to the extent that the insurance coverage and statutory protection described herein are insufficient to respond to a claim or suit for damages, City agrees to indemnify, defend, and hold harmless Grantor and its officers, officials, agents, and employees against loss or expense by reason of any claim or suit for damages because of personal bodily injury or property damage arising from use of the Trail Easement, except that City shall not be liable if a claim or suit arises from the negligence and willful acts of Grantor, its officers, agents, employees, successors or assigns. Nothing in this Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.
8. Non-Interference. Grantor shall not install any object or improvement on the Property which in any way unreasonably restricts or interferes with the Trail Easement. Grantor may install fencing, at Grantor's expense, along the perimeter of the Trail Easement closest to the improvements constructed on the Property.
9. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Agreement, the party not substantially prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party, including, without limitation, court costs and reasonable attorneys' fees.
10. Headings. The headings of the various paragraphs of this Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Agreement.
11. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Agreement.
12. Recordation: Upon full execution of this Agreement and any amendments thereto, the same shall be recorded in the records of the Garfield County Clerk and Recorder.
13. Governing Law. This Agreement shall be governed by and construed under Colorado law.
14. Entire Agreement. This Agreement shall constitute the entire agreement between the owners with respect to the subject matter described herein. No representations or warranties of any nature have been made by any such owner, and no owner has entered into this Agreement in reliance upon any such representations or warranties, except as expressly set forth herein. No variations or modifications of, or amendments to, the

terms of this Agreement shall be binding upon the owners unless reduced to writing and signed by the parties hereto.

- 15. Authority. Grantor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement. The person signing this Agreement on behalf of Grantor warrants that he has full power and authority to bind Grantor.

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed as of the date first above written.

GRANTOR:  
SWEENEY PROPERTIES PARTNERSHIP, LLC

By: \_\_\_\_\_  
John Sweeney, Manager

AGREED AND ACCEPTED BY:  
CITY OF RIFLE:

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

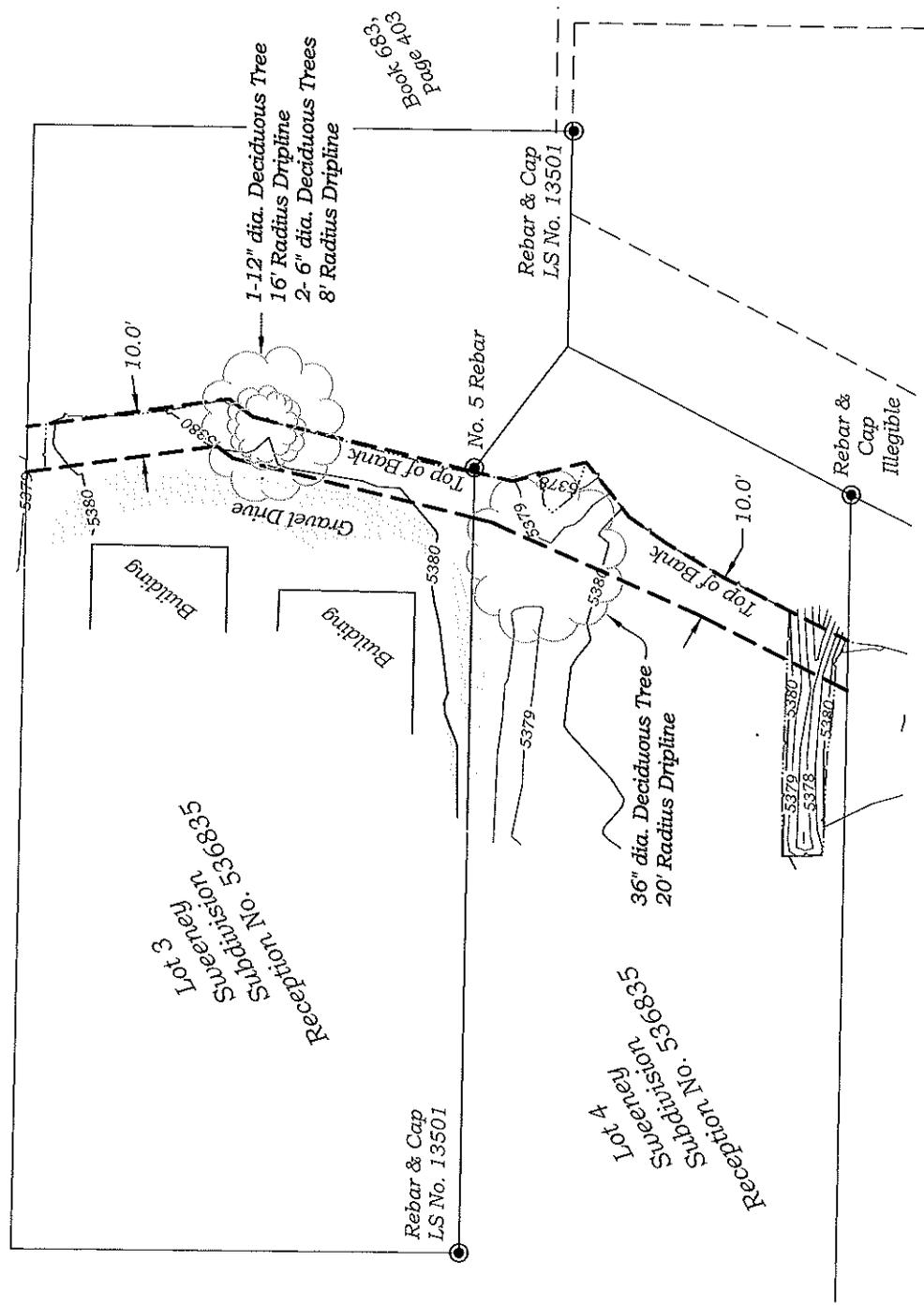
ATTEST:

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

~Grantor Acknowledgment Follows~



EXHIBIT



SCALE: 1" = 40'

EASEMENT DESCRIPTION TO BE PROVIDED.

156 East Third Street  
Rifle, Colorado 81650  
Ph: (970) 625-1380  
Fax: (970) 625-2773

**BOOKCLIFF**  
Survey Services, Inc.

DATE: OCTOBER 24, 2014

JOB NO: 13001.04

## **TRAIL EASEMENT AGREEMENT**

THIS TRAIL EASEMENT AGREEMENT (the "Agreement") is entered into and effective this \_\_\_ day of November, 2014, by and between FOTR, INC., a Colorado non-profit corporation whose legal address is 1224 Railroad Avenue, Rifle, Colorado 81650 ("Grantor"), and the CITY OF RIFLE, a home-rule municipality (the "City").

### **RECITALS**

This Agreement is made with reference to the following facts:

A. Grantor owns certain real property commonly known as 1224 Railroad Avenue, Rifle, Colorado and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. City is a "public body," authorized to acquire interests in real property for purposes of providing or preserving open space land values and recreational opportunities.

C. City desires to establish an easement along the banks of Rifle Creek for the location of the Rifle Creek Trail, a public trail that is of significant interest and value to City and the general public for its recreational, transportation, and open space purposes.

D. City desires to receive an easement over and across the Property to construct and maintain a portion of the Rifle Creek Trail thereon and Grantor desires to grant a perpetual, exclusive trail easement on, across, and over a portion of the Property to City for the purposes set forth in these recitals pursuant to the terms and conditions of this Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

1. Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Grant of Rifle Creek Trail Easement. Grantor hereby bargains, sells, conveys and confirms unto the City forever a perpetual, exclusive trail easement (the "Trail Easement") on, over and across the Property along the alignment described and depicted on Exhibit B, attached hereto and incorporated herein by this reference with all its appurtenances, and warrants the title against all persons claiming under Grantor.
3. Purpose of the Trail Easement. The Trail Easement has been granted for the purposes of providing the City a permanent, exclusive easement for construction, operation, maintenance, repair, and replacement of the Rifle Creek Trail and related facilities within the Trail Easement, and for non-motorized, recreational, educational, open-space uses by the City and the general public; provided, however, maintenance and public safety

vehicles, and disability assisted devices are expressly exempted from the non-motorized use limitation.

4. Rights Conveyed.

The rights and corresponding obligations conveyed by Grantor to City are as follows:

- a. To maintain the Trail Easement as open space free from man-made improvements except as otherwise provided herein;
- b. To establish within the Trail Easement a paved trail to serve the purposes for which the Trail Easement has been granted;
- c. To lay out, mark, develop, construct, maintain or relocate a trail or foot path within the Trail Easement;
- d. To make topographical changes to the Property within the Trail Easement for the necessity and convenience of constructing the Rifle Creek Trail;
- e. To establish and maintain appropriate signage within the Trail Easement marking the Rifle Creek Trail and providing directions or other appropriate information in connection with the Rifle Creek Trail;
- f. To enter upon the Trail Easement for all reasonable and necessary construction, maintenance and repair of the Rifle Creek Trail and Trail Easement;
- g. To manage vegetation within the Trail Easement through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological and open space values of the Trail Easement; and
- h. To maintain the Trail Easement in a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance.

5. Maintenance of the Trail Easement. Grantor and City agree that all expenses for maintenance and repair to the Trail Easement in conformance with the rights conveyed shall be the responsibility of City.

6. Governmental Immunity and Indemnification for the Trail Easement. Grantor acknowledges that use of the Trail Easement established herein is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, et seq., which limits liability for property owners granting easements for public use. To the extent permitted by law and to the extent that the insurance coverage and statutory protection described herein are

insufficient to respond to a claim or suit for damages, City agrees to indemnify, defend, and hold harmless Grantor and its officers, officials, agents, and employees against loss or expense by reason of any claim or suit for damages because of personal bodily injury or property damage arising from use of the Trail Easement, except that City shall not be liable if a claim or suit arises from the negligence and willful acts of Grantor, its officers, agents, employees, successors or assigns. Nothing in this Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.

7. Non-Interference. Grantor shall not install any object or improvement on the Property which in any way unreasonably restricts or interferes with the Trail Easement. Grantor may install fencing, at Grantor's expense, along the perimeter of the Trail Easement closest to the improvements constructed on the Property.
8. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Agreement, the party not substantially prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party, including, without limitation, court costs and reasonable attorneys' fees.
9. Headings. The headings of the various paragraphs of this Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Agreement.
10. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Agreement.
11. Recordation: Upon full execution of this Agreement and any amendments thereto, the same shall be recorded in the records of the Garfield County Clerk and Recorder.
12. Governing Law. This Agreement shall be governed by and construed under Colorado law.
13. Entire Agreement. This Agreement shall constitute the entire agreement between the owners with respect to the subject matter described herein. No representations or warranties of any nature have been made by any such owner, and no owner has entered into this Agreement in reliance upon any such representations or warranties, except as expressly set forth herein. No variations or modifications of, or amendments to, the terms of this Agreement shall be binding upon the owners unless reduced to writing and signed by the parties hereto.
14. Authority. Grantor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and

perform this Agreement. The person signing this Agreement on behalf of Grantor warrants that he has full power and authority to bind Grantor.

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed as of the date first above written.

GRANTOR:  
FOTR, INC., a Colorado non-profit corporation

By: \_\_\_\_\_  
Jeff Johnson, Executive Director

AGREED AND ACCEPTED BY:  
CITY OF RIFLE:

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

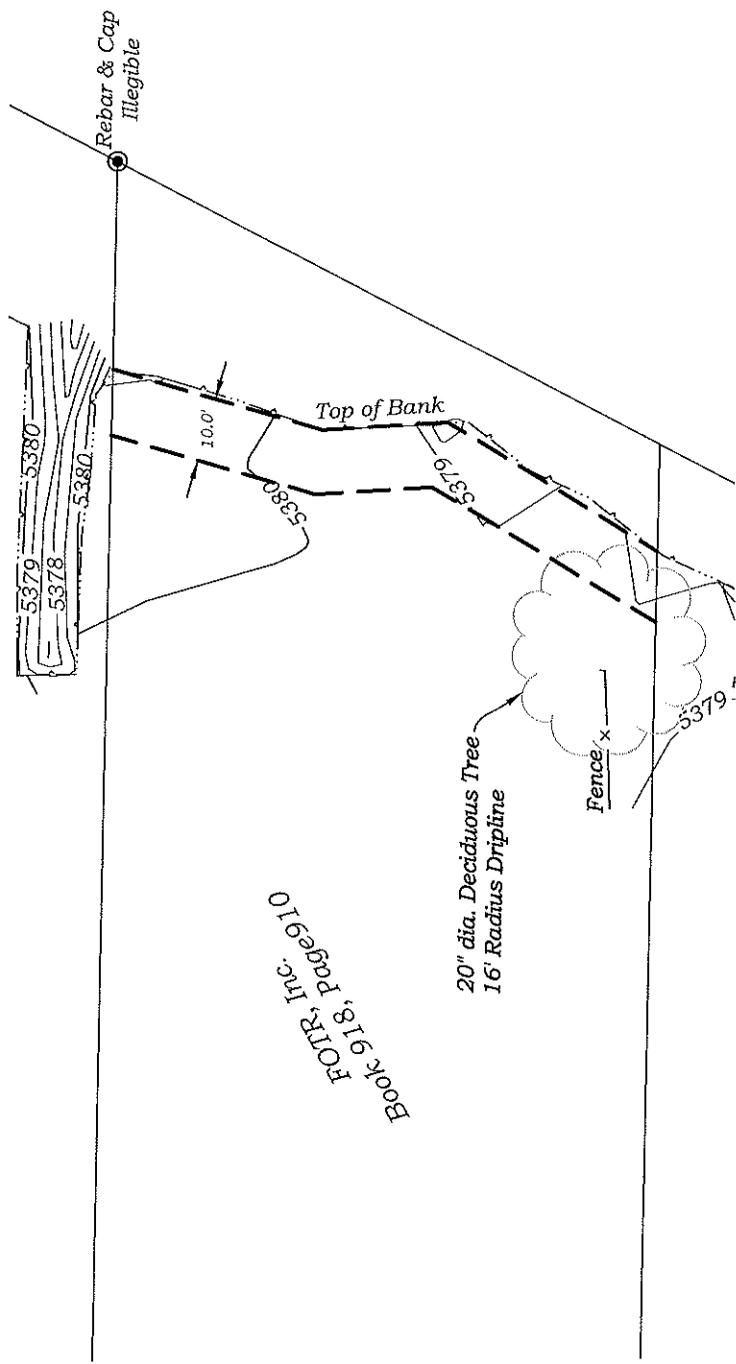
ATTEST:

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

~Grantor Acknowledgment Follows~



EXHIBIT



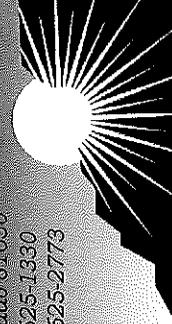
Book 918, Page 910  
FOTR, Inc.



SCALE: 1" = 30'

EASEMENT DESCRIPTION TO BE PROVIDED.

136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.

DATE: OCTOBER 24, 2014

JOB NO: 13001.04

## **TRAIL EASEMENT AGREEMENT**

THIS TRAIL EASEMENT AGREEMENT (the “Agreement”) is entered into and effective this \_\_\_ day of November, 2014, by and between VICKI D. PRETTI, SHARI L. BIRD, AND DUANE WOODS AND JEREMY WOODS (collectively, “Grantor”), and the CITY OF RIFLE, a home-rule municipality (the “City”).

### **RECITALS**

This Agreement is made with reference to the following facts:

A. Grantor owns certain real property commonly known as 146 East 12<sup>th</sup> Street, Rifle, Colorado and more particularly described on Exhibit A attached hereto, which is incorporated herein by this reference (the “Property”).

B. City is a “public body,” authorized to acquire interests in real property for purposes of providing or preserving open space land values and recreational opportunities.

C. City desires to establish an easement along the banks of Rifle Creek for the location of the Rifle Creek Trail, a public trail that is of significant interest and value to City and the general public for its recreational, transportation, and open space purposes.

D. City desires to receive an easement over and across the Property to construct and maintain a portion of the Rifle Creek Trail thereon and Grantor desires to grant a perpetual, exclusive trail easement on, across, and over a portion of the Property to City for the purposes set forth in these recitals pursuant to the terms and conditions of this Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

1. Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Grant of Rifle Creek Trail Easement. Grantor hereby sells and conveys unto the City forever a perpetual, exclusive trail easement (the “Trail Easement”) on, over and across the Property along the alignment depicted on Exhibit B, attached hereto and incorporated herein by this reference with all its appurtenances, and warrants the title against all persons claiming under Grantor.
3. Consideration. In consideration for Grantor’s conveyance of the Trail Easement, the City shall design and construct the Rifle Creek Trail with a below grade separation from the Property as it traverses the Property, as generally shown on Exhibit C attached hereto and

incorporated herein by this reference, and construct a split rail fence along the Trail Easement boundary at the same time it constructs the Rifle Creek Trail.

4. Purpose of the Trail Easement. The Trail Easement has been granted for the purposes of providing the City a permanent, exclusive easement for construction, operation, maintenance, repair, and replacement of the Rifle Creek Trail and related facilities within the Trail Easement, and for non-motorized, recreational, educational, open-space uses by the City and the general public; provided, however, maintenance and public safety vehicles, and disability assisted devices are expressly exempted from the non-motorized use limitation.

5. Rights Conveyed.

The rights and corresponding obligations conveyed by Grantor to City are as follows:

- a. To maintain the Trail Easement as open space free from man-made improvements except as otherwise provided herein;
- b. To establish within the Trail Easement a paved trail to serve the purposes for which the Trail Easement has been granted;
- c. To lay out, mark, develop, construct, maintain or relocate a trail or foot path within the Trail Easement;
- d. To make topographical changes to the Property within the Trail Easement for the necessity and convenience of constructing the Rifle Creek Trail;
- e. To establish and maintain appropriate signage within the Trail Easement marking the Rifle Creek Trail and providing directions or other appropriate information in connection with the Rifle Creek Trail;
- f. To enter upon the Trail Easement for all reasonable and necessary construction, maintenance and repair of the Rifle Creek Trail and Trail Easement;
- g. To manage vegetation within the Trail Easement through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological and open space values of the Trail Easement; and
- h. To maintain the Trail Easement in a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance.

6. Maintenance of the Trail Easement. Grantor and City agree that all expenses for maintenance and repair to the Trail Easement in conformance with the rights conveyed shall be the responsibility of City.
7. Governmental Immunity and Indemnification for the Trail Easement. Grantor acknowledges that use of the Trail Easement established herein is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, et seq., which limits liability for property owners granting easements for public use. To the extent permitted by law and to the extent that the insurance coverage and statutory protection described herein are insufficient to respond to a claim or suit for damages, City agrees to indemnify, defend, and hold harmless Grantor and its officers, officials, agents, and employees against loss or expense by reason of any claim or suit for damages because of personal bodily injury or property damage arising from use of the Trail Easement, except that City shall not be liable if a claim or suit arises from the negligence and willful acts of Grantor, its officers, agents, employees, successors or assigns. Nothing in this Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.
8. Non-Interference. Grantor shall not install any object or improvement on the Property which in any way unreasonably restricts or interferes with the Trail Easement.
9. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Agreement, the party not substantially prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party, including, without limitation, court costs and reasonable attorneys' fees.
10. Headings. The headings of the various paragraphs of this Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Agreement.
11. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Agreement.
12. Recordation: Upon full execution of this Agreement and any amendments thereto, the same shall be recorded in the records of the Garfield County Clerk and Recorder.
13. Governing Law. This Agreement shall be governed by and construed under Colorado law.
14. Entire Agreement. This Agreement shall constitute the entire agreement between the owners with respect to the subject matter described herein. No representations or warranties of any nature have been made by any such owner, and no owner has entered into this Agreement in reliance upon any such representations or warranties, except as

expressly set forth herein. No variations or modifications of, or amendments to, the terms of this Agreement shall be binding upon the owners unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed as of the date first above written.

GRANTOR:

\_\_\_\_\_  
Vicki D. Pretti

\_\_\_\_\_  
Shari L. Bird

\_\_\_\_\_  
Duane Woods

\_\_\_\_\_  
Jeremy Woods

AGREED AND ACCEPTED BY:  
CITY OF RIFLE:

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

ATTEST:

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

~Grantor Acknowledgments Follow~

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Vicki D. Pretti, Grantor.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Shari L. Bird, Grantor.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Duane Woods, Grantor.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )

COUNTY OF GARFIELD ) ss.  
)

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Jeremy Woods, Grantor.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

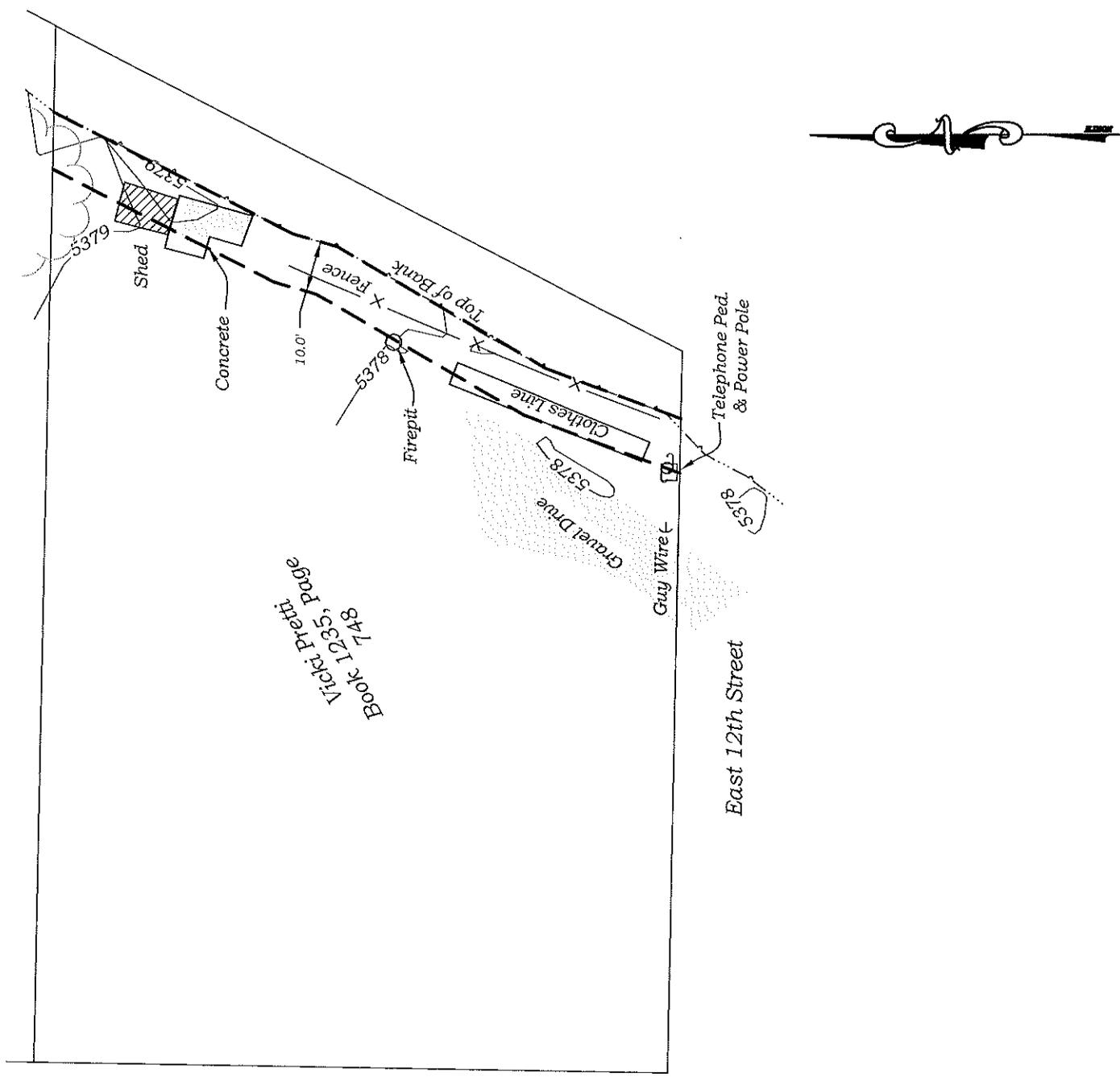
## **EXHIBIT A**

A tract of land in the SE $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 9, Township 6 South, Range 93 West of the 6th P.M. and described as follows:

Beginning at a point 284 feet east from the Southwest Corner of Lot 16, as platted by the Rifle Irrigation and Power Company and filed as Document No. 35613; thence North 209 feet; thence East 215 feet to the West side of Rifle Creek; thence Southerly along Rifle Creek to the South line of Lot 16, a distance of 215 feet, more or less; thence West to the Point of Beginning.

EXCEPTING THEREFROM that parcel conveyed to Rifle Southern Baptist Chapel, Inc. in Quit Claim Deed recorded October 14, 1994 in Book 918 at Page 910.

EXHIBIT



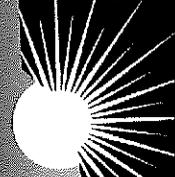
SCALE: 1"= 30'

EASEMENT DESCRIPTION TO BE PROVIDED.

DATE: OCTOBER 24, 2014

JOB NO: 13001.04

136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.



MEMORANDUM

To: Matt Sturgeon, City Manager  
From: Charles Kelty, Finance Director  
Date: November 24, 2014  
Subject: Adopt 2015 Budget and Certify Mill Levies

City of Rifle staff and City Council have been developing the 2015 budget during the months of August through October. The proposed budget was open for public inspection, as well as public hearings held on November 5 and 19th. The final stage of the Budget process is for Council to consider the below Resolution's and Ordinance to Adopt and Appropriate the funds for the 2015 budget and Certify the 2015 Mill Levy.

1. Resolution No. 22 Series of 2014 Adopting the Annual Budget for the Fiscal Year 2015
2. Ordinance No. 17 Series of 2014 Appropriating the Annual Budget for fiscal year 2015
3. Resolution No. 23 Series of 2014 (certifying the mill levy) levying general property taxes for the year 2014 to help defray the cost for budget year 2015
4. Lease-Purchase Supplemental Schedule to the Adopted Budget-this schedule is informational and a requirement under Colorado Revised Statute 29-1-103(3)(d)

Below is a summary of the 2015 Budget:

General Fund	\$ 7,711,685
Street Improvement Fund	2,847,858
Conservation Trust Fund (Lottery)	00
Economic Development Fund	410,000
Visitor Improvement Fund	161,228
Downtown Development Fund	106,200
Capital Fund	0
Information Center Fund	179,368
Urban Renewal Authority	27,000
Energy Efficiency Fund	00
Parks & Recreation Fund	2,253,304
Water Fund	26,902,684
Sewer Fund	3,016,376
Sanitation Fund	480,084
Fleet Fund (Internal Service Fund)	633,670
<u>Information Technology Fund (Internal Service Fund)</u>	<u>549,503</u>
<b>TOTAL APPROPRIATION</b>	<b>\$45,278,960</b>



**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 22  
SERIES OF 2014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015.

WHEREAS, the City Council of the City of Rifle has been reviewing the 2015 budget proposed by the City Manager; and

WHEREAS, the proposed budget has been open for inspection by the public at the Office of the City Clerk; and

WHEREAS, the City Council has held public meetings and hearings for the proposed 2015 budget, all with notices published in advanced.

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.
2. The following Budget is adopted for the Fiscal Year beginning January 1, 2015 and ending December 31, 2015:

GENERAL FUND

Mayor & Council	66,828
City Clerk	172,806
Municipal Court	186,097
City Manager	189,624
Government Affairs	140,596
Finance	507,171
City Attorney	205,000
Planning & Zoning	271,965
City Hall Building Operation	200,150
Grounds and Facility Maintenance	83,734
Community Access Television	189,276
Police	2,446,966
Justice Center Building Operation	83,000
Building Inspections	87,278
Streets Maintenance	1,232,075
Public Works	188,031
Animal Shelter	77,559
Cemetery	77,051
Senior Services	504,731

Ute Theatre Operations	192,730
Non-Departmental	604,017
<u>Transfers to Other Funds</u>	<u>5,000</u>
TOTAL GENERAL FUND	7,711,685
Street Improvement Fund	2,847,858
Conservation Trust Fund	00
Economic Development Fund	410,000
Visitor Improvement Fund	161,228
Downtown Development Authority Fund	106,200
Capital Fund	00
Information Center Fund	179,368
Urban Renewal Authority	27,000
Energy Efficiency Fund	00
Parks and Recreation Fund	2,253,304
Water Fund	26,902,684
Sewer Fund	3,016,376
Sanitation Fund	480,084
Fleet Fund (Internal Service Fund)	633,670
<u>Information Technology Fund (Internal Service Fund)</u>	<u>549,503</u>
TOTAL BUDGET	<b>\$45,278,960</b>

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 3rd day of December 2014.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 17  
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO SETTING FORTH  
THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING  
JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015.

WHEREAS, at the direction of the Rifle City Council, City Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2015 and ending December 31, 2015 to the Council; and

WHEREAS, upon due and proper notice, published or posted in accordance with state law, said proposed budget was open for inspection by the public at a City Hall, a public hearings were held on November 5 and 19, 2014, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.

2. The unexpended monies, if any, remaining in the various funds from the year 2014, together with revenue of the City of Rifle for the year beginning January 1, 2015 and ending December 31, 2015, is hereby appropriated to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

3. The amounts set forth in Resolution No. 22, Series of 2014, adopting the annual budget, are hereby appropriated to the uses stated in that resolution and authority is hereby given to the City Manager to expend the amounts shown for the purposes stated.

General Fund	\$ 7,711,685
Street Improvement Fund	2,847,858
Conservation Trust Fund (Lottery)	00
Economic Development Fund	410,000
Visitor Improvement Fund	161,228
Downtown Development Authority Fund	106,200
Capital Fund	00
Information Center Fund	179,368
Urban Renewal Authority	27,000
Energy Efficiency Fund	00
Parks & Recreation Fund	2,253,304
Water Fund	26,902,684

Sewer Fund	3,016,376
Sanitation Fund	480,084
Fleet Fund (Internal Service Fund)	633,670
<u>Information Technology Fund (Internal Service Fund)</u>	<u>549,503</u>
<b>TOTAL APPROPRIATION</b>	<b>\$45,278,960</b>

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado, held on December 3, 2014, read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 23  
SERIES OF 2014**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING  
GENERAL PROPERTY TAXES FOR THE YEAR 2014 TO HELP DEFRAY  
THE COST OF GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2015  
BUDGET YEAR

WHEREAS, the 2014 net assessed valuation for the City of Rifle as certified by the Garfield County Assessor is \$96,732,140; and

WHEREAS, the 2014 net assessed valuation for the Downtown Development Authority of the City of Rifle as certified by the Garfield County Assessor is \$11,925,160; and

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

That for the purpose of meeting all general operating expenses of the City of Rifle during the 2015 fiscal year there is levied a tax of 5.261 mills upon each dollar of the total valuation for assessment of all taxable property within the City for the year 2014; and

That for the purpose of meeting all general operating expenses of the Downtown Development Authority during the 2015 fiscal year there is levied a tax of 3.774 mills upon each dollar of total valuation for assessment of all taxable property within the Downtown Development Authority of the City of Rifle for the year 2014; and

That the Mayor is hereby authorized and directed to certify to the County Commissioners of Garfield County, Colorado, the mill levies for the City of Rifle and the Downtown Development Authority of the City of Rifle as herein above determined and set pursuant to C.R.S. 39-5-128(1).

ADOPTED this 3rd day of December, 2014.

CITY OF RIFLE, COLORADO

By

\_\_\_\_\_  
Mayor

ATTEST:

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

# LEASE-PURCHASE SUPPLEMENTAL SCHEDULE TO THE ADOPTED BUDGET

(Pursuant to 29-1-103(3)(d), C.R.S.)

## Budget Year 2015

The Supplemental Schedule must present information **separately** for all lease-purchase agreements involving real property and all lease-purchase for non-real property.

### I. REAL PROPERTY LEASE-PURCHASE AGREEMENTS:

#### A. Description of Real Property Lease-Purchase(s): Parks Maintenance Building

**Date of Lease-Purchase Agreement(s):** August 1, 2008

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Real Property Lease-Purchase Agreements in Budget Year:	2015	\$322,328

Total maximum payment liability for all Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$1,289,310
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Does the agreement include renewal options?      Yes **X**      No \_\_\_\_

If yes, describe: "The Lease Term shall commence as of the date hereof and continue through the last day of the current Fiscal Year of the City. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the City. (Lease Purchase Agreement, Article IV, Section 4.01, p. 8).

### II. ALL LEASE-PURCHASE AGREEMENTS NOT INVOLVING REAL PROPERTY:

#### A. Description of Lease-Purchase Item(s): Honeywell Energy Management Equipment: Water meters (radio read) and related equipment; AMR meter reading system/software; VXU (vehicle based monitoring units)

**Date of Lease-Purchase Agreement(s):** June 20, 2006

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Non-Real Property Lease-Purchase Agreements in Budget Year:	2015	\$105,018

Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$210,036
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Does the agreement include renewal options?      Yes **X**      No \_\_\_\_

If yes, describe: "Beginning at the expiration of the Initial Term, the term of this Agreement shall automatically be extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and reasonably estimated Additional

Payments during the next succeeding Renewal Term in the number of Renewal Terms ... as are necessary for all Rental Payments ... to be paid in full..."

**B. Description of Lease-Purchase Item(s): Copiers**

**Date of Lease-Purchase Agreement(s): December 23, 2010**

	<u>Year</u>	<u>Amount</u>
Total amount to be expended for all Non-Real Property Lease-Purchase Agreements in Budget Year:	2015	\$4,037
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:		\$4,037

Does the agreement include renewal options?      Yes   X      No

If yes, describe: "...shall notify ... in writing at least 60 days but not more than 120 days before the end of a Present Term ... that ... intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-year period ..." (Lease Purchase Agreement, 12/23/10. Section 2).



MEMORANDUM

To: Matt Sturgeon, City Manager  
From: Charles Kelty, Finance Director  
Date: November 25, 2014  
Subject: Amend 2014 Budget

I am presenting the following documents for City Council consideration amending the 2014 Budget.

1. Resolution No. 24 Series of 2014 Amending the City's Budget for the Year Ending December 31, 2014
2. Ordinance No. 18 Series of 2014 Supplemental Appropriation for the Year Ending December 31, 2014

Below is a brief summary of the Funds which need amended:

a. General Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$8,055,310	\$60,186	\$8,115,496

**Explanation:**

**\$60,186 approximate extra costs for the grant funded Community Access TV project that was unbudgeted for 2014 however, Council approved. Garfield Federal Mineral Lease District funds of \$24,752.62 assisted with this project. Other funds used for this project are restricted Community Access TV donation funds.**

b. Visitor Improvement Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$118,300	\$25,000	\$143,300

**Explanation:**

**\$25,000 approved earlier in the year for the VIF contribution to the Railroad Corridor project. This project will be completed during 2015. Other funds for this project are from grants, Downtown Development Authority, and Economic Development funds.**

c. Sanitation Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$480,127	\$10,000	\$490,127

**Explanation:**

**Presently, the Sanitation Fund year-end projection show the City will come in under budget by \$1,332. I am a little uncomfortable with such a small margin because there may be extra-unplanned costs in December.**



**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 24  
SERIES OF 2014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING  
DECEMBER 31, 2014.

WHEREAS, by Resolution No. 19, Series of 2013, the Rifle City Council adopted a budget for the fiscal year beginning January 1, 2014 and ending December 31, 2014 (the "2014 Budget") after holding all necessary public meetings and hearings; and

WHEREAS, at the time the 2014 Budget was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the amendments to the 2014 Budget set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2014.

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 following amendments to the 2014 Budget are hereby approved.

a. General Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$8,055,310	\$60,186	\$8,115,496

b. Visitor Improvement Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$118,300	\$25,000	\$143,300

c. Sanitation Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$480,127	\$10,000	\$490,127

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 3rd day of December 2014.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 18  
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR  
A SUPPLEMENTAL APPROPRIATION FOR THE YEAR ENDING  
DECEMBER 31, 2014.

WHEREAS, by Resolution No. 19, Series of 2013, the Rifle City Council adopted its annual budget for the fiscal year beginning January 1, 2014 and ending December 31, 2014 (“2014 Budget”) after duly-noticed public hearings; and

WHEREAS, based upon the 2014 Budget as adopted, the Council further approved by Ordinance No. 25, Series of 2013 the Annual Appropriation for fiscal year 2014 (“2014 Annual Appropriation”) after duly-noticed public hearings; and

WHEREAS, at the time the 2014 Annual Appropriation was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the additional appropriations set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2014.

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

1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council and hereby approves the additional appropriations set forth below for fiscal year 2014.

a. General Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$8,055,310	\$60,186	\$8,115,496

b. Visitor Improvement Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$118,300	\$25,000	\$143,300

c. Sanitation Fund

<u>Original Budget</u>	<u>Additional Funds</u>	<u>Amended Budget</u>
\$480,127	\$10,000	\$490,127

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado, held on December 3, 2014, read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

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

ATTEST:

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