



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

Streamed Live at RifleNOW.org

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**REGULAR MEETING  
July 15, 2015**

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

- 6:00 P.M.      Receive audit of 2014 financial records (Tim Mayberry; Finance Director Marcia Arnhold)
- 6:30 P.M.      Discuss regulation of garage sale signs and other signs (Planning Director Nathan Lindquist)

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

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

- 7:00 p.m.      1.    Regular Meeting Call to Order and Roll Call
- 7:03 p.m.      2.    Consent Agenda – consider approving the following items:
- A. Minutes from the July 1, 2015 Regular Meeting
  - B. Extend the impact fee waiver program through August 31, 2016 – Ordinance No. 13, Series of 2015 – 2<sup>nd</sup> reading
  - C. Amend Rifle Municipal Code to allow the keeping of bees – Ordinance No. 14, Series of 2015 – 2<sup>nd</sup> reading
  - D. Consider Appointments to Downtown Development Authority Board
  - E. *(Acting as Liquor Licensing Authority)* Stipulations, Agreements, and Orders related to Red River Quick Mart and Big Kids Corner Bar
  - F. *(Acting as Liquor Licensing Authority)* Liquor License Renewals: City Market; Ute Theatre; Rib City Grill
  - G. *(Acting as Liquor Licensing Authority)* Special Event Permits: Silt Historical

Society, August 8, 2015 at Garfield County Fairgrounds (approve permit, cancel public hearing listed in Item 7)

- H. *(Acting as Liquor Licensing Authority)* Special Event Permits: BPOE Lodge Rifle Elks Lodge No. 2195, August 5, 6, 7 and 8, 2015 at Garfield County Fairgrounds (approve permit, cancel public hearing listed in Item 8)
- I. Set public hearing on application for liquor license by Natalie Wilson Enterprises, LLC, d/b/a Olive Ridley's Coffee and Tea Company for August 5 Council Meeting
- J. Financial Report
- K. 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. Administer oath of office to Police Officer Jared Bartunek (Police Chief John Dyer)
- 7:20 p.m. 6. Consider accepting audit of 2014 financial records (Tim Mayberry; Finance Director Marcia Arnhold)
- 7:30 p.m. 7. *(Acting as Liquor Licensing Authority)* Public Hearing – Consider Special Event Liquor Permit Application – Silt Historical Society, August 8, 2015 at Garfield County Fairgrounds (City Clerk Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item G above
- 7:35 p.m. 8. *(Acting as Liquor Licensing Authority)* Public Hearing – Consider Special Event Liquor Permit Application – BPOE Lodge Rifle Elks Lodge No. 2195, August 5, 6, 7 and 8, 2015 at Garfield County Fairgrounds (City Clerk Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item H above
- 7:40 p.m. 9. Receive verbal update on construction of new water treatment plant (Resident Engineer Jim Miller)
- 7:50 p.m. 10. *(Acting as Wastewater Enterprise)* Consider award of contract to place screen at South Wastewater Pump Station (Utilities Director Dick Deussen)
- 8:00 p.m. 11. Consider authorizing placement of a municipal election ballot question requesting voter approval to borrow funds for street and trail capital improvements to be paid for with existing sales tax revenues - Ordinance No. 15, Series of 2015 – 2<sup>nd</sup> reading (City Manager Matt Sturgeon)
- 8:10 p.m. 12. Consider contract to buy and sell real estate with Penwill (City Attorney Jim Neu)
- 8:20 p.m. 13. Administrative Reports

8:30 p.m. 14. Comments from Mayor and Council

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

**Next Regular Meeting of Council: August 5, 2015 at 7:00 p.m.**



**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: July 15, 2015

SUBJECT: Workshop on Sign Regulations

Staff completed a major overhaul of the Sign Code last winter. Since then, new requests for changes to the sign code have come from businesses, citizens, and code enforcement staff at the Police Department. Planning Commission considered these changes at their June meeting; their recommendations are included below. Additionally, at the last meeting Council requested a discussion on garage sale signage.

Staff would propose that at this workshop Council begin discussion of major sign issues. At the August 5 workshop Staff anticipates that several businesses would like to discuss their particular sign issues with Council.

The three major sign issues for discussion at this workshop are:

1. Garage sale signage. Currently garage sales signs are not allowed off-premises, but many people place them on light poles at intersections.
  2. Consider the allowance of A-frame (sandwich boards) signage in commercial zones on Railroad Avenue or Airport Road. Currently, these signs are only allowed in the downtown because it is a pedestrian area where businesses lack the signage options that more auto-oriented areas have. Planning Commission's recommendation for general commercial zones was a compromise that A-frame signage be permitted only on private sidewalks within shopping plazas, not on or near public sidewalks.
  3. Consider the allowance of Electronic Message Reader boards in commercial zones, but not in the downtown. Some businesses and non-profits have requested these, which are currently only allowed for government facilities like the ones at the Middle School and the Fairgrounds. Planning Commission recommended to continue the current code not allowing Reader Boards for commercial businesses. The reasoning was that the aesthetic of these signs does not fit in with the character and aesthetic that the City attempts to promote.
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**RIFLE CITY COUNCIL MEETING**

Wednesday, July 1, 2015

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, Jonathan Rice, and Mayor Randy Winkler.

**OTHERS PRESENT:** City Manager Matt Sturgeon; City Clerk Lisa Hamilton; City Attorney Jim Neu; Rifle Community Television (RCTV) Manager Michael Churchill; City Engineer Rick Barth; Utilities Director Dick Deussen; Police Chief John Dyer; Executive Assistant Danielle Hogan; Planning Director Nathan Lindquist; Public Works Superintendent Bobby O'Dell; Sara Brainard; Dave Campbell; Paula Campbell; Joe Carpenter; Tanya Doose; John Getty; Kristen Hodgden; Ryan Hoffman; Mel Kent; Chris Krelovich; Rachel Pokrandt; Mike Samson; and Shannon Ullmann.

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

- A. Minutes from the June 15, 2015 regular meeting
- B. (Acting as Liquor Licensing Authority) Liquor License Renewal: Rocky Mountain Liquors
- C. Authorize September 2015 municipal election to be conducted by mail ballot – Resolution No. 18, Series of 2015
- D. Zone the Graham Mesa Water Tank Property Public Zone (PZ) District – Ordinance No. 11, Series of 2015 – 2<sup>nd</sup> reading
- E. Accounts Payable

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

**CITIZEN COMMENTS**

Rachel Pokrandt announced that Colorado Mountain College would be opening a downtown Rifle location.

John Getty asked Council to address issues with vehicles traveling to the end of Acacia Avenue, and their drivers not knowing that Acacia Avenue dead ends.

There were no other citizen comments.

**RECEIVE BRIEFING REGARDING GLOBAL PETROLEUM SHOW**

Garfield County Commissioner Mike Samson and Rifle Regional Economic Development Corporation Staff Member Mel Kent briefed Council on the Global Petroleum Show.

**CONSIDER APPOINTING MEMBERS OF THE VISITOR IMPROVEMENT FUND ADVISORY BOARD**

Councilors cast ballots to select citizens to serve on the Visitor Improvement Fund Advisory Board as follows:

	Sara Brainard	Tanya Doose	Ryan Gilbert
Councilor Carter	x	x	
Councilor Clifton	x	x	
Councilor Elliott	x	x	
Councilor Miller		x	x
Councilor Myers		x	x
Councilor Rice	x		x
Mayor Winkler	x	x	

Councilor Clifton moved to appoint Sara Brainard and Tanya Doose to the Visitor Improvement Fund Advisory Board for terms ending May 31, 2018; seconded by Councilor Miller. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER AWARDING CONTRACT FOR WATER EFFICIENCY PLAN UPDATE**

Councilor Rice moved to accept a Colorado Water Conservation Board grant of \$30,200 and award a contract to Schmueser Gordon Meyer for \$27,720 to update the City’s Water Efficiency Plan; seconded by Councilor Miller. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER AMENDING RIFLE MUNICIPAL CODE TO ALLOW THE KEEPING OF BEES – ORDINANCE NO. 14, SERIES OF 2015 – 1ST READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING SECTIONS 7-6-10, 7-6-120, AND 7-6-140 OF THE RIFLE MUNICIPAL CODE REGARDING BEES AND ANIMALS

Councilor Miller moved to approve Ordinance No. 14, Series of 2015, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER EXTENDING THE IMPACT FEE WAIVER PROGRAM THROUGH AUGUST 31, 2016 – ORDINANCE NO. 13, SERIES OF 2015 – 1ST READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, ENACTING DEVELOPMENT FEE REDUCTIONS AND WAIVERS AND BUILDING INCENTIVES TO STIMULATE GROWTH AND ECONOMIC DEVELOPMENT IN THE CITY

Councilor Carter moved to approve Ordinance No. 13, Series of 2015, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Myers. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER REZONING CERTAIN TRACTS OF LAND LOCATED WITHIN OR NEAR THE 700 TO 1000 BLOCKS OF STILLWELL AVENUE FROM MEDIUM DENSITY RESIDENTIAL REDEVELOPING (MDR-X) ZONE DISTRICT TO LOW DENSITY RESIDENTIAL (LDR) ZONE DISTRICT – ORDINANCE NO. 12, SERIES OF 2015 – 2ND READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING CERTAIN TRACTS OF LAND LOCATED WITHIN OR NEAR THE 700 TO 1000 BLOCKS OF STILLWELL AVENUE FROM MEDIUM DENSITY RESIDENTIAL REDEVELOPING (MDR-X) ZONE DISTRICT TO LOW DENSITY RESIDENTIAL (LDR) ZONE DISTRICT

Councilor Rice moved to approve Ordinance No. 12, Series of 2015, on second reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER AGREEMENT WITH JON ISHAM FOR DEDICATION OF WHITERIVER AVE. RIGHT-OF-WAY**

Councilor Miller moved to approve the Dedication of Right of Way Agreement with Jon C. Isham; seconded by Councilor Rice. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

**CONSIDER AUTHORIZING PLACEMENT OF A MUNICIPAL ELECTION BALLOT QUESTION REQUESTING VOTER APPROVAL TO BORROW FUNDS FOR STREET AND TRAIL CAPITAL IMPROVEMENTS TO BE PAID FOR WITH EXISTING SALES TAX REVENUES - ORDINANCE NO. 15, SERIES OF 2015 – 1ST READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR THE SUBMITTAL FOR APPROVAL OF THE REGISTERED VOTERS OF THE CITY OF RIFLE AT THE MUNICIPAL ELECTION A QUESTION WHETHER THE CITY SHOULD ISSUE SALES AND USE TAX REVENUE BONDS WITHOUT ANY INCREASE IN TAX RATES FOR THE PURPOSE OF FINANCING THE COST OF CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS WITHIN THE CITY

Councilor Carter moved to approve Ordinance No. 15, Series of 2015, 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, Rice, Winkler

**ADMINISTRATIVE REPORTS**

City Manager Matt Sturgeon reported on these issues: Whiteriver Avenue construction project; Meadow Circle water leak; water restrictions; water tank construction project; and Independence Day festivities.

City Clerk Lisa Hamilton introduced Executive Assistant Danielle Hogan. Ms. Hamilton reported that 7 citizens had filed paperwork to run for the 4 Council seats to be filled at the September 8 election. She also announced that the City’s insurance carrier had awarded the City a Loss Prevention Award for Outstanding Accomplishment in the Management of a Successful Loss Control Program.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilors Carter asked for a water treatment plant update at the July 15 meeting.

Councilor Clifton suggested that Council conduct a workshop session on garage sale sign regulations.

Councilor Elliott encouraged citizens to complete the community survey.

Councilors wished all a safe 4<sup>th</sup> of July holiday.

**EXECUTIVE SESSION FOR CONFERENCE WITH CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B); AND FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER CRS 24-6-402(4)(E).**

Councilor Clifton moved to adjourn to executive session to receive legal advice and discuss negotiations; seconded by Councilor Elliott (8:34 p.m.). Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Rice, Winkler

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:55 p.m.

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Lisa K. Hamilton  
City Clerk

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Randy Winkler  
Mayor

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 13**  
**SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, ENACTING  
DEVELOPMENT FEE REDUCTIONS AND WAIVERS AND BUILDING  
INCENTIVES TO STIMULATE GROWTH AND ECONOMIC  
DEVELOPMENT IN THE CITY.

WHEREAS, the City of Rifle, like much of Western Colorado, suffered the impacts of the Great Recession that officially began in December 2007, and although some regions are recovering, the City of Rifle has not rebounded; and

WHEREAS, the City Council desires to attract building and construction activities in the City that will drive additional economic development and City staff researched and analyzed the various development fees assessed by the City on construction activities to determine which fees can be reduced or waived without jeopardizing the financial soundness of the City; and

WHEREAS, by Ordinance No. 27, Series of 2013, the City Council adopted development fee reductions and waivers and building incentives to meet those important policy goals, which fee reductions and waivers expired on June 30, 2015 and the City Council desires to continue a development fee reduction and waiver program as set forth in this Ordinance; and

WHEREAS, the City Council finds and determines that the development fee reductions and waivers and building incentives contained in this Ordinance are a sound long term investment for the City that will pay dividends exceeding the temporary foregone revenues.

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

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

Section 2. Water and Wastewater System Improvement Fees. The Water and Wastewater System Improvement Fees set forth in Article IV of Chapter 13 of the Rifle Municipal Code, specifically Section 13-4-70 for Water System Improvement Fees and Section 13-4-90 for Wastewater System Improvement Fees, associated with each structure are hereby reduced to:

First one (1) EQR: \$0.00

Second one (1) EQR: Fifty percent (50%) of the applicable System Improvement Fee

The above System Improvement Fee reductions and waivers shall not apply to any water or wastewater service outside of the City's corporate limits. All other fees and costs set forth in Chapter 13 shall continue to apply in full force and effect.

Section 3. Parkland Dedication Fees. The Parkland Dedication Fee required by Section 16-1-90 and Section 16-4-110 of the Rifle Municipal Code to be paid at building permit and set forth in any Subdivision Improvements Agreement is hereby waived for such lot or unit

upon application for a building permit. All other land or parkland dedication requirements in the Rifle Municipal Code shall continue to remain in full force and effect.

Section 4. Use Tax Rebate. Upon the issuance of a certificate of occupancy for all building permits for which the building department received a complete application by August 31, 2016, the City shall rebate to the building permit applicant up to \$3,000 of the general Use Tax collected on building materials and supplies per structure required by Section 4-2-230 of the Rifle Municipal Code, excluding the percentage of Use Tax collected for street improvements (RMC Section 4-2-40(a)), parks and recreation purposes (RMC Section 4-2-40(b)) and water treatment facilities (RMC Section 4-2-40(c)).

Section 5. Terms and Restrictions. The development fee reductions and waivers and building incentives set forth in this Ordinance shall apply to the construction of new residential units and to existing commercial remodel building permits. They shall not apply to new commercial building permits or existing residential remodel building permits and these incentives do not apply to sheds, signs or landscaping. Construction must start within six months of the issuance of the building permit or the incentives are forfeited and all applicable codified provisions of the Rifle Municipal Code shall apply with the start of construction defined by foundations in place for new residential construction and commencement of significant work for commercial remodels.

Section 6. Termination. The development fee reductions and waivers and building incentives set forth in this Ordinance shall remain in effect through **August 31, 2016** and apply to building permits for which the building department has received a complete application by such date, after which time all applicable codified provisions of the Rifle Municipal Code shall apply.

INTRODUCED on July 1, 2015, 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 July 15, 2015, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 14  
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING  
SECTIONS 7-6-10, 7-6-120, AND 7-6-140 OF THE RIFLE MUNICIPAL CODE  
REGARDING BEES AND ANIMALS.

WHEREAS, at the request of citizens and in the interest of public health, safety, and welfare, the City Council desires to amend Sections 7-6-10, 7-6-120, and 7-6-140 to allow and have oversight of the keeping and care of honey producing bees in the City.

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 7-6-10 of the Rifle Municipal Code is hereby amended with the inclusion of the following definitions:

*Africanized or Africanised Bee* means any hybrid of the subspecies *apis mellifera scutellata*.

*Bee* shall mean any stage of the common domestic honey bee, *apis mellifera* species.

*Beekeeping* shall mean the placement or maintenance of bees, bee colonies, or bee hives.

*Colony* shall mean a bee hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

*Flyway barrier* means a solid wall or fence that is parallel to a hive's entrance so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the hive or colony.

*Hive* shall mean a structure intended for the housing of a bee colony.

Section 3. Section 7-6-120(d)(5) of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text:

**Sec. 7-6-120. Restrictions on sale and possession of animals.**

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(d) Exceptions for certain animals.

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- (5) Two (2) bee hives may be kept subject to the restrictions set forth at Section 7-6-140 below.

Section 4. Sections 7-6-140 through 7-6-190 are re-enumerated as Rifle Municipal Code Sections 7-6-150 through 7-6-200, **all cross-references to said Sections 7-6-140 through 7-6-190 elsewhere contained in the Rifle Municipal Code are similarly re-enumerated,** and Section 7-6-140 of the Rifle Municipal Code is hereby enacted to read as follows:

**Sec. 7-6-140. Beekeeping regulations.**

In addition to the restrictions established at Paragraph 7-6-120(d)(2) above, the keeping of bees within the City shall comply with the following standards:

- (a) Up to two (2) hives may be kept per single-family dwelling on lots greater than five thousand (5,000) square feet, and one (1) hive may be kept per single-family dwelling on lots with less than five thousand (5,000) square feet. Hives are not permitted in duplexes or multi-family dwellings or complexes.
- (b) Type of bees. Only common honey bees are permitted. Africanized bees are prohibited.
- (c) Location of hives. The location of hives shall comply with the following:
- (1) Hives shall be located in the rear or backyards of residential properties;
  - (2) Hives shall be setback ten (10) feet from all side and rear yard property lines.
- (d) Flyway Barrier. A flyway barrier shall be maintained adjacent to all hives and shall meet the following requirements:
- (1) A flyway barrier shall be six (6) feet in height;
  - (2) A flyway barrier shall be located within five (5) feet of the hive entrance;
  - (3) A flyway barrier shall extend five (5) feet beyond either side of a hive or group of hives;
  - (4) No flyway barrier is required if the hive is located fifty (50) feet from all side and rear yard property lines.
- (e) Water Source. A fresh water source must be maintained within five (5) feet of the hive.
- (f) Re-Queening. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits

an unusual disposition towards swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(g) Any colony or hive that has been abandoned or is kept in such a manner as to cause any unhealthy condition, fails to comply with the requirements of this chapter and shall constitute a nuisance.

(h) Nothing in this section shall be interpreted to immunize a beekeeper from civil liability arising out of their beekeeping activities, regardless of the beekeepers compliance with the requirements of this section.

INTRODUCED on July 1, 2015, 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 July 15, 2015, passed with **out** amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

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



**DOWNTOWN  
DEVELOPMENT  
AUTHORITY**

**RIFLE, COLORADO**

## **MEMORANDUM**

Rifle City Council  
202 Railroad Ave.  
Rifle, CO 81650

**July 10, 2015**

**RE: DDA Board Vacancies**

Please accept the DDA Board's recommendation to reappoint **Jay Rickstrew** and **Nella Barker** to the DDA Board. These positions are four year terms.

An ad was posted in the Citizen Telegram from June 5<sup>th</sup>, 2015 through June 12<sup>th</sup>, 2015. It was also posted on the City's web site. There were no additional inquiries or responses. Attached is proof of publication.

We do have one additional opening on the board.

Thank you,

Helen Rogers  
DDA Manager

Nella D. Barker, REALTOR®  
111 East 3<sup>rd</sup>, Suite 100  
Rifle, Colorado 81650

June 25, 2015

Ms. Helen Rogers, Manager  
Downtown Development Authority  
202 Railroad Avenue  
Rifle, Colorado 81650

Dear Helen,

I have had the privilege of being a member of the Rifle DDA since 2011.

With permission from the Rifle City Council, I would like very much to continue with a second term, participating in decisions for our downtown.

Working with the board and with the City has been a pleasure.

Sincerely,

Nella D. Barker  
Sent via email to [hrinteriordesign@msn.com](mailto:hrinteriordesign@msn.com)  
And [lhamilton@rifleco.org](mailto:lhamilton@rifleco.org)



# Alpine Bank

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## Rifle

100 East 4th Street  
Rifle, Colorado 81650  
970-625-9610  
Fax 970-625-9616

June 29, 2015

Downtown Development Authority  
Attn: Helen  
Rifle, CO 81650

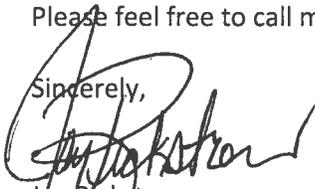
Re: Downtown Development Authority Board of Directors

Dear Helen:

I would like to express my interest in continuing my position on the Downtown Development Authority Board of Directors. I feel the DDA provides value to the businesses in Rifle's Downtown and would like to continue to serve.

Please feel free to call me with any questions

Sincerely,



Jay Ricketrew  
Regional President  
Alpine Bank



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

**From:** Lisa Hamilton, City Clerk

**Date:** Friday, July 10, 2015

**Subject:** Stipulations, Agreements, and Orders – Red River Quick Mart and Big Kids Corner Bar

In 2015, Red River Quick Mart admitted that its employee sold an alcoholic beverage to a minor during a compliance check by the Colorado Liquor Enforcement Division (“Division”). As a result, Red River Quick Mart’s liquor license was suspended for 5 days in June 2015.

In 2015, Big Kids Corner Bar admitted to the Division that it allowed gambling on its premises. As a result, Big Kids Corner Bar paid a fine to the Division in lieu of suspension of its license.

City Council also has the authority to take action against these licensees for violation of the Colorado Liquor Code. Staff assembled Orders to Show Cause and Notices of Hearing for the violations. The Council, acting as the City of Rifle Local Licensing Authority, set the time and place of hearing for each of the violations.

License holders were given the opportunity to meet with staff prior to the hearing to discuss settlement. During the settlement conferences, staff offered penalties that conform to penalties recommended by the Division. In both instances, the license holder agreed to a 9-day suspension of alcoholic beverage sales. Of the 9 days, 3 days’ active suspension would be served. The other 6 days would be held in abeyance on condition that the license holder incur no further liquor code violations within the next year. Further, the license holder was offered the option to pay a fine in lieu of the active suspension, as authorized by Rifle Municipal Code Section 6-5-100. Staff reviewed the license holder’s revenues from alcoholic beverage sales in March and April 2015, determined the average daily sales for that period, and recommended a fine of 20 percent of 3 days’ average daily sales.

This is a summary of the settlements:

<u>License Holder</u>	<u>Enforcement Action</u>
Red River Quick Mart	3 days’ suspension to take place July 29-31, 2015
Big Kids Corner Bar	\$303.31 fine

Staff recommends that Council, acting as the Local Liquor Licensing Authority, approve settlements with Red River Quick Mart and Big Kids Corner Bar, as memorialized in the attached Stipulations, Agreements, and Orders.

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO  
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY  
GARFIELD COUNTY, COLORADO

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**STIPULATION, AGREEMENT, AND ORDER**

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IN THE MATTER OF:

Big Kids Corner Bar LLC  
d/b/a Big Kids Corner Bar  
100 West 3<sup>rd</sup> Street  
Rifle CO 81650

City of Rifle Liquor License No. 2014-21

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This AGREEMENT between the City of Rifle Liquor Licensing Authority (the "Authority") and Big Kids Corner Bar LLC d/b/a Big Kids Corner Bar, whose address is 100 West 3<sup>rd</sup> Street, Rifle, Colorado ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause and Notice of Hearing attached hereto as Exhibit A (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. The Licensee agrees to a nine (9) day suspension of its Tavern license as a penalty for its violation of the Colorado Liquor Code as set forth in Section 1 of this Stipulation and Agreement. Said suspension of Licensee's Tavern license to take place as follows:
  - A. License to be actively suspended for three (3) days from 12:01 a.m. on July 29, 2015 until 11:59 p.m. on July 31, 2015.
  - B. Six (6) days of the suspension to be held in abeyance for a period of one (1) year from the date of approval of this Agreement by the Authority, pending no further violations of the Colorado Liquor Code during this period.
3. The Licensee has filed a written petition to the Authority in accordance with C.R.S. §12-47-601(3) and Section 6-5-100(i) of the Rifle Municipal Code ("RMC") requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The petition supports the following:
  - A. That the public welfare and morals will not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purpose; and

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

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

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

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

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

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

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

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

Big Kids Corner Bar LLC d/b/a  
Big Kids Corner Bar

By \_\_\_\_\_  
Title \_\_\_\_\_

By Carol R. Braden  
Title Owner

Date \_\_\_\_\_

Date 7/10/15

<b>Time Period</b>	<b>Reported Sales</b>
Mar-15	16,964.24
Apr-15	13,872.19
TOTAL	30,836.43
AVG DAILY SALES	505.52
X 3	1516.55
X 20%	303.31

Assess fine of \$303.31

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO  
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY  
GARFIELD COUNTY, COLORADO

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**STIPULATION, AGREEMENT, AND ORDER**

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IN THE MATTER OF:

Swallow Oil Co  
d/b/a Red River Quick Mart  
702 Taughenbaugh Boulevard  
Rifle CO 81650

City of Rifle Liquor License No. 2014-09

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This AGREEMENT between the City of Rifle Liquor Licensing Authority (the "Authority") and Swallow Oil Co d/b/a Red River Quick Mart, whose address is 702 Taughenbaugh Boulevard, Rifle, Colorado ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause and Notice of Hearing attached hereto as Exhibit A (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. The Licensee agrees to a nine (9) day suspension of its 3.2% Beer (off premises) license as a penalty for its violation of the Colorado Liquor Code as set forth in Section 1 of this Stipulation and Agreement. Said suspension of Licensee's 3.2% Beer (off premises) license to take place as follows:
  - A. License to be actively suspended for three (3) days from 12:01 a.m. on July 29, 2015 until 11:59 p.m. on July 31, 2015.
  - B. Six (6) days of the suspension to be held in abeyance for a period of one (1) year from the date of approval of this Agreement by the Authority, pending no further violations of the Colorado Liquor Code during this period.
3. The Authority may grant such stays of the proceedings as are necessary for it to complete its investigation and make findings as required herein.

If at any subsequent hearing or stipulation in lieu of hearing, the Authority should find that the Licensee, during the aforesaid one-year period, violated any provision of the Colorado Liquor Code, including all regulations thereunder, then the Authority shall, in addition to any

other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this Agreement.

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

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

Swallow Oil Co d/b/a  
Red River Quick Mart

By *Janice K. Hamilton*  
Title City Clerk

By *Kim Swallow*  
Title President

Date 7/7/2015

Date 7/7/15

APPROVED and ORDERED this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

By \_\_\_\_\_



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

**From:** Lisa Hamilton, City Clerk

**Date:** Friday, July 10, 2015

**Subject:** Liquor License Renewals

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

<u>Business Name/Address</u>	<u>Type of License</u>
Dillon Companies, Inc. d/b/a City Market #43 1320 Railroad Ave	3.2% Beer Off Premises
Ute Theatre and Events Center 132 East 4 <sup>th</sup> Street	Arts License
RCG Rifle, LLC, d/b/a Rib City Grill 707 Wapiti Ave.	Hotel and Restaurant

These criteria have been met by these businesses:

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

I recommend approval of these renewal applications.

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

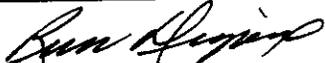
**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>DILLON COMPANIES, INC</b>		DBA <b>CITY MARKET #43</b>		
Liquor License # <b>01107790175</b>	License Type <b>3.2% BEER OFF PREMISES (CITY)</b>	Sales Tax License # <b>01107790175</b>	Expiration Date <b>08/27/2015</b>	Due Date <b>07/13/2015</b>
Street Address <b>1320 RAILROAD AVE RIFLE, CO 81650-3326</b>				Phone Number <b>970-625-3080</b>
Mailing Address <b>P.O. BOX 305103 NASHVILLE, TN 37230-5103</b>				
Operating Manager <b>KEITH CLONINGER</b>	Date of Birth	Home Address		Phone Number

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>RUSS DISPENSE</b>	Title <b>VICE PRESIDENT</b>
Signature 	Date <b>5-21-15</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

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$308.75
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

UTE THEATRE AND EVENTS CENTER  
 202 RAILROAD AVE  
 RIFLE CO 81650

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

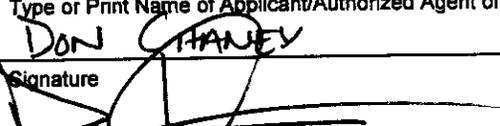
**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>CITY OF RIFLE</b>		DBA <b>UTE THEATRE AND EVENTS CENTER</b>		
Liquor License # <b>4703721</b>	License Type <b>Arts License (city)</b>	Sales Tax License # <b>12555</b>	Expiration Date <b>9/21/2015</b>	Due Date <b>8/7/2015</b>
Street Address <b>132 EAST 4TH STREET RIFLE CO 81650</b>				Phone Number <b>(970) 665 6569</b>
Mailing Address <b>202 RAILROAD AVE RIFLE CO 81650</b>				
Operating Manager	Date of Birth	Home Address	Phone Number	

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>DON STANEY</b>	Title <b>UTE MANAGER</b>
Signature 	Date <b>6-23-15</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

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

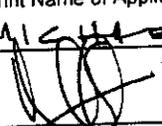
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name <b>RCG RIFLE, LLC</b>		DBA <b>RIB CITY GRILL</b>	
Liquor License # <b>42474810000</b>	License Type <b>HOTEL &amp; RESTAURANT (CITY)</b>	Sales Tax License # <b>42474810000</b>	Expiration Date <b>7/26/2014</b>
Street Address <b>707 WAPITI AVE · RIFLE · CO 81650-3432</b>			Due Date <b>6/11/2015</b>
Mailing Address <b>2764 COMPASS DR. GRAND JCT., CO 81501</b>			Phone Number <b>(970) 255-7330</b>
Operating Manager <b>SHAWNA McCLAIN</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 **08/01/2017**
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>MICHAEL SPADIN</b>	Title <b>OWNER</b>
Signature 	Date <b>18 JUNE 15</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



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

**From:** Lisa Hamilton, City Clerk

**Date:** Monday, July 06, 2015

**Subject:** Special Event Liquor Permit: Silt Historical Society – Garfield County Fair

---

Silt Historical Society has applied for a Special Event Permit to serve liquor at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue from 11:30 AM to 7:00 PM on August 8, 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 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 July 15, 2015 agenda on this application; and
- 2) Approve a Special Event Permit for Silt Historical Society to serve liquor at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue from 11:30 AM to 7:00 PM on August 8, 2015.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input checked="" 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>Silt Historical Society</b>	State Sales Tax Number (Required) <b>93-06570</b>
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <b>Silt Historical Society PO Box 401 707 Orchard Ave Silt, CO 81652</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>John Brogan</b>			
5. EVENT MANAGER <b>Christian Harra</b>			

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

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

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

Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
08/08/15				
From 11:30 a.m.				
To 7:00 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>John Brogan</i>	TITLE <b>PRESIDENT - SHP</b>	DATE <b>6/22/15</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	TOTAL
		-750 (999)	\$



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

**From:** Lisa Hamilton, City Clerk

**Date:** Monday, July 06, 2015

**Subject:** Special Event Liquor Permit: BPOE Lodge Rifle Lodge #2195 – Garfield County Fair

---

BPOE Lodge Rifle Lodge #2195 has applied for a Special Event Permit to serve liquor at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue from 5 PM to 10:00 PM on August 5 & 6, from 5 PM to 11:00 PM on August 7 and from Noon to 11:00 PM on August 8, 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 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 July 15, 2015 agenda on this application; and
- 2) Approve a Special Event Permit for BPOE Lodge Rifle Lodge #2195 to serve liquor at the Garfield County Fair at the Garfield County Fairgrounds at 1001 Railroad Avenue from 5 PM to 10:00 PM on August 5 & 6, from 5 PM to 11:00 PM on August 7 and from Noon to 11:00 PM on August 8, 2015.

# 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                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00-PER-DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00-PER-DAY

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BPOE LODGE RIFLE ELKS LODGE NO 2195	State Sales Tax Number (Required) 04-09357-0000
---	--

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

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE NANCY BAYNE, SEC'Y			
5. EVENT MANAGER PHILL ROMERO			

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? 6	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 8-5-15	Date 8-6-15	Date 8-7-15	Date 8-8-15	Date
Hours From 5:00 P .m. To 10:00 P .m.	Hours From 5:00 P .m. To 10:00 P .m.	Hours From 5:00 P .m. To 11:00 P .m.	Hours From NOON .m. To 11:00 P .m.	Hours From .m. To .m.

**OATH OF APPLICANT**

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

SIGNATURE 	TITLE SECRETARY	DATE 6-15-2015
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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



**To:** Mayor and City Council; Matt Sturgeon, City Manager  
**From:** Lisa Hamilton, City Clerk  
**Date:** Friday, July 10, 2015  
**Subject:** Setting a Hearing to Review an Application for a New Liquor License

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Natalie Wilson Enterprises, LLC d/b/a Olive Ridley's Coffee & Tea Company has filed an application for a new Beer & Wine liquor license at 228 Railroad Avenue, Unit C.

A hearing date needs to be set to review the application, which was submitted on July 1, 2015.

Staff recommends that Council hold this hearing at its meeting on August 5, 2015.

Thank you.



**MEMORANDUM**

To: Matt Sturgeon, City Manager  
 From: Marcia Arnhold, Interim Finance Director  
 Date: July 9, 2015  
 Subject: Sales, Use, and Lodging Tax Report

Please find attached the sales, use and lodging tax for May 2015. Sales tax increased 1 % from May 2014; Use tax decreased by 13%, and lodging tax increased by 16%. For the month, overall taxes decreased by 1% and year-to date taxes increased by 2%.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	May Receipts for April Returns			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Bars and Restaurants	\$ 60,566	\$ 64,131	6%	\$ 235,419	\$ 235,628	0%
Car Parts and Sales	44,962	38,730	-14%	175,243	166,724	-5%
Excise		7,343			13,507	
Food	90,653	98,922	9%	339,011	376,724	11%
General Retail	233,555	280,522	20%	954,386	1,089,294	14%
Hardware	14,731	9,154	-38%	67,449	50,983	-24%
Liquor Stores	17,422	16,801	-4%	60,288	68,220	13%
Motels	12,456	19,635	58%	48,131	55,311	15%
Oil & Gas	45,550	22,296	-51%	161,360	101,671	-37%
Leasing/Misc	22,806	14,707	-36%	103,435	65,283	-37%
Utilities	52,696	26,984	-49%	239,629	202,094	-16%
<b>Total</b>	<b>\$ 595,396</b>	<b>\$ 599,225</b>	<b>1%</b>	<b>\$ 2,384,350</b>	<b>\$ 2,425,439</b>	<b>2%</b>





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

Business Category	For Sales in April			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Building Use Taxes	\$4,311	\$ 7,871	83%	\$31,513	\$9,670	-69%
Motor Vehicle Use Taxes	64,031	51,603	-19%	188,954	229,124	21%
<b>Total Use Tax</b>	<b>\$ 68,342</b>	<b>\$ 59,474</b>	<b>-13%</b>	<b>\$ 220,468</b>	<b>\$ 238,794</b>	<b>8%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	May Receipts for April Returns			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Lodging Taxes	\$7,270	\$8,464	16%	\$28,212	\$29,105	3%
<b>Total Lodging Tax</b>	<b>\$ 7,270</b>	<b>\$ 8,464</b>	<b>16%</b>	<b>\$ 28,212</b>	<b>\$ 29,105</b>	<b>3%</b>

<b>Total Sales, Use, Lodging Taxes</b>	<b>\$ 671,009</b>	<b>\$ 667,163</b>	<b>-1%</b>	<b>\$ 2,633,030</b>	<b>\$ 2,693,338</b>	<b>2%</b>
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CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,189,845.00	2,292,987.04	2,292,987.04	4,896,857.96	3,101,741.07
	7,189,845.00	2,292,987.04	2,292,987.04	4,896,857.96	3,101,741.07
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	66,828.00	37,805.15	37,805.15	29,022.85	26,896.37
CITY CLERK	172,806.00	62,988.41	62,988.41	109,817.59	59,438.93
MUNICIPAL COURT	186,097.00	71,937.70	71,937.70	114,159.30	63,627.62
CITY MANAGER	189,624.00	81,037.55	81,037.55	108,586.45	79,654.67
GOVERNMENT AFFAIRS	140,596.00	54,929.75	54,929.75	85,666.25	55,123.62
FINANCE	507,171.00	206,376.26	206,376.26	300,794.74	204,085.76
ATTORNEY	205,000.00	57,735.93	57,735.93	147,264.07	67,681.41
PLANNING/ZONNING	271,965.00	97,862.49	97,862.49	174,102.51	132,952.61
CITY HALL	200,150.00	66,329.51	66,329.51	133,820.49	61,391.01
GROUNDS AND FACILITY MAINT.	83,734.00	20,708.13	20,708.13	63,025.87	28,764.57
COMMUNITY ACCESS TV	189,276.00	53,972.75	53,972.75	135,303.25	74,310.90
POLICE	2,446,966.00	970,833.34	970,833.34	1,476,132.66	977,020.88
JUSTICE CENTER BLDG. OPERATION	83,000.00	22,053.41	22,053.41	60,946.59	38,286.44
BUILDING INSPECTIONS	87,278.00	45,633.89	45,633.89	41,644.11	36,664.26
STREETS	1,232,075.00	396,647.77	396,647.77	835,427.23	426,542.05
PW - ENGINEERING	188,031.00	104,534.09	104,534.09	83,496.91	68,319.92
ANIMAL SHELTER	77,559.00	37,991.08	37,991.08	39,567.92	39,768.00
CEMETERY O & H	77,051.00	23,105.85	23,105.85	53,945.15	24,381.77
SENIOR CENTER	504,731.00	145,810.83	145,810.83	358,920.17	272,890.88
PARK MAINTENANCE	.00	2,387.69	2,387.69	( 2,387.69)	.00
UTE THEATRE OPERATIONS	192,730.00	50,031.03	50,031.03	142,698.97	31,298.12
NON DEPARTMENTAL	604,017.00	302,541.65	302,541.65	301,475.35	318,414.31
OPERATING TRANSFERS OUT	5,000.00	.00	.00	5,000.00	.00
	7,711,685.00	2,913,254.26	2,913,254.26	4,798,430.74	3,087,514.10
	( 521,840.00)	( 620,267.22)	( 620,267.22)	98,427.22	14,226.97

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

STREET IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	1,886,064.00	330,647.90	330,647.90	1,555,416.10	463,343.36
CAPITAL REVENUES	5,627,000.00	5,626,554.12	5,626,554.12	445.88	93,420.97
	<u>7,513,064.00</u>	<u>5,957,202.02</u>	<u>5,957,202.02</u>	<u>1,555,861.98</u>	<u>556,764.33</u>
<u>EXPENDITURES</u>					
PAVED STREETS	2,747,858.00	107,915.07	107,915.07	2,639,942.93	65,303.98
BOND CONSTRUCTION PROJECT	100,000.00	.00	.00	100,000.00	13,185.00
	<u>2,847,858.00</u>	<u>107,915.07</u>	<u>107,915.07</u>	<u>2,739,942.93</u>	<u>78,488.98</u>
	<u>4,665,206.00</u>	<u>5,849,286.95</u>	<u>5,849,286.95</u>	<u>( 1,184,080.95)</u>	<u>478,275.35</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CONSERVATION TRUST FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
TRAIL REVENUE	96,578.00	21,447.25	21,447.25	75,130.75	25,083.75
	96,578.00	21,447.25	21,447.25	75,130.75	25,083.75
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.00
	96,578.00	21,447.25	21,447.25	75,130.75	25,083.75

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

ECONOMIC DEVELOPMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	157,150.00	24,500.00	24,500.00	132,650.00	20,043.04
	157,150.00	24,500.00	24,500.00	132,650.00	20,043.04
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	410,000.00	27,021.26	27,021.26	382,978.74	16,695.95
	410,000.00	27,021.26	27,021.26	382,978.74	16,695.95
	( 252,850.00)	( 2,521.26)	( 2,521.26)	( 250,328.74)	3,347.09

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	111,228.00	30,422.51	30,422.51	80,805.49	38,793.14
	111,228.00	30,422.51	30,422.51	80,805.49	38,793.14
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	161,228.00	18,197.11	18,197.11	143,030.89	27,439.57
	161,228.00	18,197.11	18,197.11	143,030.89	27,439.57
	( 50,000.00)	12,225.40	12,225.40	( 62,225.40)	11,353.57

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

DOWNTOWN DEVELOPMENT AUTH

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
DOWNTOWN DEVELOPMENT	61,830.00	30,166.90	30,166.90	31,663.10	33,080.87
	61,830.00	30,166.90	30,166.90	31,663.10	33,080.87
<u>EXPENDITURES</u>					
DOWNTOWN DEVELOPMENT	106,200.00	24,526.70	24,526.70	81,673.30	21,346.68
	106,200.00	24,526.70	24,526.70	81,673.30	21,346.68
	( 44,370.00)	5,640.20	5,640.20	( 50,010.20)	11,734.19

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CAPITAL IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
CAPITAL REVENUE	.00	.00	.00	.00	10,345.77
	.00	.00	.00	.00	10,345.77
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENTS	.00	( 4,024.80)	( 4,024.80)	4,024.80	688,138.59
	.00	( 4,024.80)	( 4,024.80)	4,024.80	688,138.59
	.00	4,024.80	4,024.80	( 4,024.80)	( 677,792.82)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

RIFLE INFORMATION CENTER

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
RIFLE INFORMATION REVENUE	180,047.00	40,566.97	40,566.97	139,480.03	71,690.99
	180,047.00	40,566.97	40,566.97	139,480.03	71,690.99
<u>EXPENDITURES</u>					
RIFLE INFORMATION CENTER	179,368.00	49,667.50	49,667.50	129,700.50	52,410.00
	179,368.00	49,667.50	49,667.50	129,700.50	52,410.00
	679.00	( 9,100.53)	( 9,100.53)	9,779.53	19,280.99

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

URBAN RENEWAL AUTHORITY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
URBAN RENEWAL	70,200.00	57,957.43	57,957.43	12,242.57	55,872.74
	70,200.00	57,957.43	57,957.43	12,242.57	55,872.74
<u>EXPENDITURES</u>					
URBAN RENEWAL	27,000.00	.00	.00	27,000.00	16,273.00
	27,000.00	.00	.00	27,000.00	16,273.00
	43,200.00	57,957.43	57,957.43	( 14,757.43)	39,599.74

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

ENERGY EFFICIENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
ENERGY EFFICIENCY	.00	.00	.00	.00	68.23
	.00	.00	.00	.00	68.23
<u>EXPENDITURES</u>					
ENERGY EFFICIENCY FUND	.00	.00	.00	.00	30,150.00
	.00	.00	.00	.00	30,150.00
	.00	.00	.00	.00	( 30,081.77)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,323,282.00	582,258.92	582,258.92	1,741,023.08	966,506.07
	2,323,282.00	582,258.92	582,258.92	1,741,023.08	966,506.07
<u>EXPENDITURES</u>					
RECREATION	368,399.00	125,302.10	125,302.10	243,096.90	159,433.56
POOL	192,796.00	42,672.42	42,672.42	150,123.58	24,104.30
RIFLE FITNESS CENTER	.00	( 1,264.00)	( 1,264.00)	1,264.00	( 220.41)
COMMUNITY EVENTS	44,100.00	335.00	335.00	43,765.00	6,037.59
PARK MAINTENANCE	1,088,877.00	351,493.43	351,493.43	737,383.57	335,385.62
PARKS CAPITAL	322,328.00	181,599.96	181,599.96	140,728.04	265,077.29
NON-DEPARTMENTAL	142,387.00	68,337.27	68,337.27	74,049.73	34,612.11
OPERATING TRANSFER OUT	94,417.00	27,882.10	27,882.10	66,534.90	27,882.10
	2,253,304.00	796,358.28	796,358.28	1,456,945.72	852,312.16
	69,978.00	( 214,099.36)	( 214,099.36)	284,077.36	114,193.91

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,045,173.00	6,041,420.97	6,041,420.97	( 2,996,247.97)	930,247.54
WATER RIGHTS REVENUE	14,800.00	20,959.13	20,959.13	( 6,159.13)	6,376.11
CAPITAL REVENUE	3,549,879.00	92,095.48	92,095.48	3,457,783.52	11,648.44
WTP SALES & USE TAX REVENUES	1,631,100.00	368,344.33	368,344.33	1,262,755.67	643,044.70
	<u>8,240,952.00</u>	<u>6,522,819.91</u>	<u>6,522,819.91</u>	<u>1,718,132.09</u>	<u>1,591,316.79</u>
<u>EXPENDITURES</u>					
WATER O&H	1,922,975.00	813,952.22	813,952.22	1,109,022.78	1,096,656.29
WATER RIGHTS	120,000.00	78,805.86	78,805.86	41,194.14	80,572.41
WATER SYSTEM IMPROVEMENTS	24,859,709.00	3,935,850.61	3,935,850.61	20,923,858.39	82,862.67
WATER TREATMENT PLANT DEBT	.00	720,184.64	720,184.64	( 720,184.64)	454,673.22
	<u>26,902,684.00</u>	<u>5,548,793.33</u>	<u>5,548,793.33</u>	<u>21,353,890.67</u>	<u>1,714,764.59</u>
	<u>( 18,661,732.00)</u>	<u>974,026.58</u>	<u>974,026.58</u>	<u>( 19,635,758.58)</u>	<u>( 123,447.80)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,691,560.00	1,159,157.45	1,159,157.45	1,532,402.55	1,073,719.01
WASTE WATER REVENUE	31,774.00	22,704.63	22,704.63	9,069.37	8,203.09
	<u>2,723,334.00</u>	<u>1,181,862.08</u>	<u>1,181,862.08</u>	<u>1,541,471.92</u>	<u>1,081,922.10</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,911,376.00	958,248.31	958,248.31	1,953,127.69	1,012,636.09
SEWER SYSTEM IMPROVEMENTS	105,000.00	2,290.25	2,290.25	102,709.75	1,402.00
	<u>3,016,376.00</u>	<u>960,538.56</u>	<u>960,538.56</u>	<u>2,055,837.44</u>	<u>1,014,038.09</u>
	<u>( 293,042.00)</u>	<u>221,323.52</u>	<u>221,323.52</u>	<u>( 514,365.52)</u>	<u>67,884.01</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	529,141.00	210,020.26	210,020.26	319,120.74	210,915.95
	529,141.00	210,020.26	210,020.26	319,120.74	210,915.95
<u>EXPENDITURES</u>					
SANITATION	480,084.00	199,634.93	199,634.93	280,449.07	205,531.89
	480,084.00	199,634.93	199,634.93	280,449.07	205,531.89
	49,057.00	10,385.33	10,385.33	38,671.67	5,384.06

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

CEMETERY PERPETUAL CARE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PERPETUAL CARE	.00	3,162.50	3,162.50	( 3,162.50)	2,587.50
	.00	3,162.50	3,162.50	( 3,162.50)	2,587.50
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.00
	.00	3,162.50	3,162.50	( 3,162.50)	2,587.50

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

FLEET MAINTENANCE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
FLEET MAINTENANCE	379,670.00	110,558.46	110,558.46	269,111.54	160,012.09
FLEET MAINTENANCE	150,537.00	.00	.00	150,537.00	9,300.00
	<u>530,207.00</u>	<u>110,558.46</u>	<u>110,558.46</u>	<u>419,648.54</u>	<u>169,312.09</u>
<u>EXPENDITURES</u>					
FLEET MAINTENANCE	379,670.00	110,558.47	110,558.47	269,111.53	160,344.21
CAPITAL	254,000.00	21,250.00	21,250.00	232,750.00	32,667.50
	<u>633,670.00</u>	<u>131,808.47</u>	<u>131,808.47</u>	<u>501,861.53</u>	<u>193,011.71</u>
	<u>( 103,463.00)</u>	<u>( 21,250.01)</u>	<u>( 21,250.01)</u>	<u>( 82,212.99)</u>	<u>( 23,699.62)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 5 MONTHS ENDING MAY 31, 2015

INFORMATION TECH MAINTENANCE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
INFORMATION TECH REVENUES	483,503.00	195,522.37	195,522.37	287,980.63	175,822.76
I.T. LOAN REVENUES	85,553.00	.00	.00	85,553.00	.00
	<u>569,056.00</u>	<u>195,522.37</u>	<u>195,522.37</u>	<u>373,533.63</u>	<u>175,822.76</u>
<u>EXPENDITURES</u>					
I.T. MAINTENANCE	483,503.00	195,522.38	195,522.38	287,980.62	175,199.71
I.T. CAPITAL	66,000.00	41,133.98	41,133.98	24,866.02	13,553.14
	<u>549,503.00</u>	<u>236,656.36</u>	<u>236,656.36</u>	<u>312,846.64</u>	<u>188,752.85</u>
	<u>19,553.00</u>	<u>( 41,133.99)</u>	<u>( 41,133.99)</u>	<u>60,686.99</u>	<u>( 12,930.09)</u>

## 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>						
	RI43391	FIX RECOIL ASSY	06/22/2015	23.25	.00	
	RI43431	DINGO TRENCHER	06/24/2015	115.00	.00	
	RI43508	SHARPEN CHAIN	07/02/2015	10.00	.00	
	SI85834	HOSE CLIP	06/19/2015	4.48	.00	
	SI86114	AIR FILTER	06/30/2015	11.92	.00	
	SI86119	BAR OIL	07/01/2015	14.99	.00	
	SI86228	FILLER CAP	07/07/2015	4.49	.00	
Total 1003:				184.13	.00	
<b>1004</b>						
<b>Verizon Wireless</b>						
	061815	CELL PHONES-CITY EMPLOYE	06/18/2015	5,808.55	5,808.55	07/02/2015
Total 1004:				5,808.55	5,808.55	
<b>1018</b>						
<b>Valley Lumber</b>						
	10001	LADDER	06/24/2015	159.99	.00	
	10011	PVC	06/24/2015	2.37	.00	
	10012	GL SOLID LATEX STAIN	06/24/2015	23.99	.00	
	10016	PVC	06/24/2015	13.96	.00	
	10124	HARVEY CLOGBUSTER	06/26/2015	12.99	.00	
	10156	BLADE DIAMOND	06/26/2015	81.19	.00	
	10291	SUPPLIES	06/30/2015	34.87	.00	
	10544	BARREL BOLT	07/07/2015	5.49	.00	
	9154	HEARING PROTECTOR FOLDIN	06/05/2015	19.99	.00	
	9278	SHOVEL	06/08/2015	33.98	.00	
	9342	CLEANER	06/09/2015	8.28	.00	
	9436	PVC	06/11/2015	18.36	.00	
	9441	ADAPTR	06/11/2015	1.99	.00	
	9464	PLIERS	06/11/2015	31.98	.00	
	9624	PVC SCH40 FEM APT	06/16/2015	.59	.00	
	9744	COUPLING	06/18/2015	6.45	.00	
	9794	THREADED COUPLING	06/19/2015	9.12	.00	
	9805	HSS DRILL BIT	06/19/2015	3.49	.00	
	9815	CHAIN PASSING LINK	06/19/2015	5.97	.00	
	9829	BALL PEIN HAMMER	06/19/2015	12.99	.00	
	9884	SPACKLE DRYDEK	06/22/2015	31.23	.00	
	9917	LATEX NTRL GALLON	06/22/2015	65.97	.00	
	9936	CUTOFF BLADE	06/23/2015	4.58	.00	
	9947	BALL PEIN HAMMER	06/23/2015	29.97	.00	
	9957	PVC	06/23/2015	5.99	.00	
Total 1018:				625.78	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	133265	SUPPLIES	06/17/2015	152.73	.00	
	134931	SUPPLIES	07/01/2015	425.98	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1022:				578.71	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	144562	PIPE & FITTINGS	05/01/2015	117.76	.00	
	144901	VALVE BOX	05/27/2015	42.93	.00	
	144932	PIPE & FITTINGS	05/29/2015	16.33	.00	
	145039	PIPE & FITTINGS	06/09/2015	9.13	.00	
	145042	PIPE & FITTINGS	06/09/2015	36.23	.00	
	145062	PIPE & FITTINGS	06/10/2015	66.52	.00	
	145088	PIPE & FITTINGS	06/11/2015	41.35	.00	
	145139	PIPE & FITTINGS	06/16/2015	82.32	.00	
	145168	PIPE & FITTINGS	06/17/2015	32.78	.00	
	145295	PIPE & FITTINGS	06/25/2015	4.45	.00	
Total 1023:				449.80	.00	
<b>1041</b>						
<b>Colo Dept Of Public Hlth &amp; Env</b>						
	CW PDR-1012	WWTP DESIGN REVIEW	06/30/2015	2,000.00	2,000.00	07/02/2015
	SA-1012082	WWTP SITE LOCATION APPLIC	06/30/2015	3,095.00	3,095.00	07/02/2015
Total 1041:				5,095.00	5,095.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-564559	LU250/H/ECO	04/20/2015	196.07	196.07	07/02/2015
	4983-568037	TYPE LB COND TFG	06/22/2015	4.25	.00	
Total 1059:				200.32	196.07	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1411178-00	TOUCHCOUPLER	07/06/2015	1,670.60	.00	
Total 1062:				1,670.60	.00	
<b>1087</b>						
<b>Grainger</b>						
	9768723034	HOODED TVEK	06/17/2015	293.85	.00	
Total 1087:				293.85	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	063015	GENERAL PLANNING	06/30/2015	1,290.84	.00	
	063015-	GILSTRAP ANNEXATION	06/30/2015	279.50	.00	
	063015,	ANTERO/URSA RESOURCES	06/30/2015	731.00	.00	
	063015.	WATER RIGHTS	06/30/2015	2,845.00	.00	
	063015..	PARKS and Recreation	06/30/2015	795.50	.00	
	063015/	HOMESTEAD	06/30/2015	838.50	.00	
	063015[	UMPTRA	06/30/2015	660.00	.00	
	22113	GENERAL NON PLANNING	06/30/2015	14,302.70	.00	
Total 1100:				21,743.04	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50223325	DAIRY PRODUCTS/REC -POOL	06/22/2015	367.87	.00	
	50223348	DAIRY PRODUCTS/SENIOR CT	06/25/2015	81.61	.00	
	50223355	DAIRY PRODUCTS/REC -POOL	06/25/2015	232.08	.00	
	50223395	DAIRY PRODUCTS/REC -POOL	06/29/2015	346.93	.00	
	50223413	DAIRY PRODUCTS/SENIOR CT	07/02/2015	175.56	.00	
	50223424	DAIRY PRODUCTS/REC -POOL	07/02/2015	214.03	.00	
Total 1105:				1,418.08	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	384382	LITERBAGS	06/05/2015	23.74	.00	
	384912	ANTIFREEZE	06/09/2015	20.11	.00	
	384979	OIL FILTER	06/10/2015	23.42	.00	
	384981	OIL	06/10/2015	36.24	.00	
	385085	IND BELT	06/10/2015	44.75	.00	
	386418	FASTENER	06/19/2015	6.56	.00	
	386870	PUSH PULL 15A	06/23/2015	5.59	.00	
	386910	RATCHET TIE DOWN	06/23/2015	109.15	.00	
	386935	DELUXE GLOVE	06/23/2015	30.88	.00	
	387254	COMM SP ANCH SHACKLE	06/25/2015	15.76	.00	
	387265	BIT SKT	06/26/2015	5.99	.00	
	387288	WATER PUMP	06/26/2015	208.08	.00	
	387677	32 PC BIT SET	06/29/2015	16.59	.00	
	387755	ADJ OIL FILTER WRENCH	06/30/2015	43.98	.00	
	387810	FUEL STRAINER	06/30/2015	51.48	.00	
	387900	44 K	06/30/2015	121.56	.00	
	387907	WATER PUMP	06/30/2015	208.08	.00	
	388133	BLOW GUN	07/02/2015	32.97	.00	
	388155	BRAKLEEN CLEANER	07/02/2015	32.28	.00	
	388550	MACHINE SCREWS	07/06/2015	3.75	.00	
	388687	FUSE	07/07/2015	9.30	.00	
	388772	ADAPTER TRAILER WIRE	07/07/2015	43.98	.00	
Total 1110:				678.08	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	461509977	2515 W CENTENNIAL PKWY W	06/23/2015	5,224.89	5,224.89	07/02/2015
	461548737	300 E 30TH ST	06/23/2015	1,139.46	1,139.46	07/02/2015
	461570943	1221 E C ENTENNIAL PKWY	06/24/2015	15.61	15.61	07/02/2015
	461739932	100 HOSPITAL HILL RD UNIT TE	06/24/2015	482.03	482.03	07/02/2015
Total 1120:				6,861.99	6,861.99	
<b>1129</b>						
<b>Rifle Creek Canyon Ditch</b>						
	070115	ditch ASSESSMENT	07/01/2015	624.54	624.54	07/02/2015
Total 1129:				624.54	624.54	
<b>1132</b>						
<b>Rifle Lock &amp; Safe, LLC</b>						
	33739	KEYS	06/19/2015	5.25	.00	
	33741	STOREROOMLEVER	06/22/2015	175.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1132:				180.25	.00	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	99055A-199	Design for 3 mg Reservoir Rehabi	06/29/2015	8,013.97	.00	
	99055A-199 06	Salinity Report	06/29/2015	1,366.25	.00	
	99055Q-5	Application for Water Efficiency PI	06/29/2015	110.00	.00	
Total 1138:				9,490.22	.00	
<b>1145</b>						
<b>Thatcher Company</b>						
	1364457	Chemicals for Grand Mesa Treat	06/12/2015	2,479.39	.00	
	1364458	EMPTY RETURNS	06/12/2015	480.00-	.00	
Total 1145:				1,999.39	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	151368	printing	06/16/2015	174.87	.00	
	151417	RRWPF LINER DRAWINGS	06/22/2015	348.11	.00	
Total 1188:				522.98	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	727893	B&W METER	06/19/2015	1,226.11	1,226.11	07/02/2015
Total 1191:				1,226.11	1,226.11	
<b>1194</b>						
<b>Pitney Bowes, Inc</b>						
	368981	rental invoice	07/02/2015	356.50	356.50	07/02/2015
Total 1194:				356.50	356.50	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	01-22027	FUEL FILTER	06/01/2015	63.21	.00	
	01-23164	PIN	06/25/2015	137.60	.00	
Total 1249:				200.81	.00	
<b>1258</b>						
<b>Hach Company</b>						
	9434675	BLOCK REAGENT	06/22/2015	250.48	.00	
	9451966	FLUORIDE RGT	06/30/2015	118.26	.00	
Total 1258:				368.74	.00	
<b>1297</b>						
<b>Western Slope Trailer Sales</b>						
	49031	7 WAY MALE PLUG	06/30/2015	12.00	.00	
Total 1297:				12.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3276662	GALV HEX	06/18/2015	9.46	.00	
	3279417	SUCTION HOSE ASSY	06/23/2015	174.80	.00	
	3279418	HYDROMATIC PUMP	06/23/2015	420.00	.00	
	3284390	CURB BOX ROD	07/01/2015	2,672.07	.00	
Total 1339:				3,276.33	.00	
<b>1343</b>						
<b>Pitney Bowes - Purchase Power</b>						
	063015	POSTAGE	06/30/2015	570.01	570.01	07/02/2015
Total 1343:				570.01	570.01	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	VR16360	XEROX DOCUMATE 4440	05/26/2015	1,937.33	1,937.33	07/02/2015
Total 2139:				1,937.33	1,937.33	
<b>2181</b>						
<b>Nalco Chemical Company</b>						
	62935396	Chemicals for Grand Mesa Treat	06/25/2015	1,498.75	.00	
	62956767	Chemicals for Grand Mesa Treat	06/29/2015	750.00	.00	
Total 2181:				2,248.75	.00	
<b>2208</b>						
<b>Amerigas</b>						
	3041195043	TANK RENT	05/31/2015	78.00	.00	
Total 2208:				78.00	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	1297MON	3RD QTR MONITORING	06/01/2015	180.00	.00	
	1344MON	3RD QTR MONITORING	06/01/2015	90.00	.00	
	9179T&I	ANNUAL TEST INSPECTION	07/02/2015	100.00	.00	
Total 2235:				370.00	.00	
<b>2255</b>						
<b>California Contractors Supply</b>						
	PP79713	BOXED GLOVES	06/11/2015	175.20	.00	
Total 2255:				175.20	.00	
<b>2370</b>						
<b>B&amp;b Landscape/jerry Baysinger</b>						
	004957	TREE REMOVAL	06/11/2015	1,100.00	.00	
Total 2370:				1,100.00	.00	
<b>2540</b>						
<b>Walker Electric</b>						
	5633	CONDUIT WIRE REPAIR	06/18/2015	2,285.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2540:				2,285.50	.00	
<b>2543</b>						
<b>Airgas USA, LLC</b>						
	9039976997	CARBON DIOXIDE 200 LTRS	06/01/2015	117.00	.00	
	9040355911	CARBON DIOXIDE 200 LTRS	06/11/2015	188.68	.00	
	9040591507	CARBON DIOXIDE 200 LTRS	06/18/2015	117.00	.00	
	9927531403	CARBON DIOXIDE 200 LTRS	05/31/2015	249.60	.00	
Total 2543:				672.28	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0576882-001	supplies	05/06/2015	55.90	55.90	07/02/2015
	0578474-001	supplies	06/24/2015	9.95	9.95	07/02/2015
Total 2573:				65.85	65.85	
<b>2734</b>						
<b>Justice Systems, Inc</b>						
	1500134-IN	ENTERPRISE MAINTENANCE S	05/04/2015	3,920.50	3,920.50	07/02/2015
Total 2734:				3,920.50	3,920.50	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	11253282A 06	AD	06/05/2015	34.77	34.77	07/02/2015
	11318092A 06	AD	06/29/2015	9.11	9.11	07/02/2015
	11318128A 06	AD	06/29/2015	10.63	10.63	07/02/2015
Total 2846:				54.51	54.51	
<b>2936</b>						
<b>Farmer Bros. Co.</b>						
	61606232	COFFEE	07/01/2015	248.50	.00	
Total 2936:				248.50	.00	
<b>2960</b>						
<b>Walmart Community</b>						
	001134	CELL PHONE CASE CHARGER	07/01/2015	67.13	67.13	07/02/2015
	009732	BIKE RODEO	05/13/2015	93.51	93.51	07/02/2015
	012898	supplies	06/12/2015	23.08	23.08	07/02/2015
	019751	supplies	06/19/2015	65.15	65.15	07/02/2015
	019819	supplies	06/19/2015	9.97	9.97	07/02/2015
Total 2960:				258.84	258.84	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	281225	SUPPLIES	06/19/2015	13.45	13.45	07/02/2015
Total 3015:				13.45	13.45	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	19846	STAPLES	06/02/2015	60.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	19847	GREY FABRIC	06/08/2015	40.00	.00	
	19903	RED CEDAR BARK	06/09/2015	75.00	75.00	07/02/2015
	20825	BALE MULCH	06/08/2015	1,280.00	.00	
	20894	RED CEDAR BARK	06/05/2015	75.00	75.00	07/02/2015
Total 3038:				1,530.00	150.00	
<b>3083</b>						
<b>ALSCO</b>						
	1642658	LAUNDRY/senior center	06/23/2015	71.85	.00	
	1645619	SUPPLIES	06/30/2015	26.00	.00	
	1645620	LAUNDRY/senior center	06/30/2015	77.17	.00	
	1648625	LAUNDRY/senior center	07/07/2015	77.17	.00	
Total 3083:				252.19	.00	
<b>3107</b>						
<b>Northern Safety Co Inc</b>						
	901494926	HI-VIS RANGER HAT LIME	06/30/2015	105.74	.00	
Total 3107:				105.74	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2025 061615	CAR WASH	06/16/2015	146.93	.00	
	2052 061615	CAR WASH	06/16/2015	19.04	.00	
Total 3156:				165.97	.00	
<b>3251</b>						
<b>Mountain Communications And Ei</b>						
	215883	GRASS MESA RENTAL	07/01/2015	250.00	250.00	07/02/2015
Total 3251:				250.00	250.00	
<b>3347</b>						
<b>V.I.P. Trash Services LLC</b>						
	66482	TRASH PICKUP/DDA	07/01/2015	150.00	150.00	07/02/2015
Total 3347:				150.00	150.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	136802	SUPPLIES	06/25/2015	20.09	.00	
	136803	SUPPLIES	06/25/2015	27.13	.00	
Total 3389:				47.22	.00	
<b>4074</b>						
<b>Isham, Jon C</b>						
	070215	REIMBURSEMENT ATTORNEY	07/02/2015	750.00	750.00	07/02/2015
Total 4074:				750.00	750.00	
<b>4138</b>						
<b>Beacon Athletics</b>						
	0447155-IN	BEACON PUDDLE SPONGE	05/21/2015	242.44	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4138:				242.44	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	165130	COFFEE	06/17/2015	53.98	.00	
Total 4141:				53.98	.00	
<b>4181</b>						
<b>Crown Awards</b>						
	32459894	MEDALS	06/16/2015	613.02	.00	
Total 4181:				613.02	.00	
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	070115	DDA MANAGEMENT	07/01/2015	2,500.00	2,500.00	07/02/2015
	2000001951	REIMBURSEMENT CONFEREN	07/01/2015	170.00	170.00	07/02/2015
Total 4345:				2,670.00	2,670.00	
<b>4459</b>						
<b>Ground Engineering Consultants</b>						
	156535.0-1	TESTING SERVICES	06/18/2015	185.00	.00	
Total 4459:				185.00	.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	129559	DC MAINT ASSEMBLY	06/22/2015	100.00	.00	
Total 4701:				100.00	.00	
<b>4796</b>						
<b>Mountain Air Mechanical Hvac</b>						
	21829	UNITS CHECKED PRESSURES	06/04/2015	1,485.00	.00	
	22022	DISPATCH FEE COMMERCIAL Z	07/01/2015	94.95	.00	
Total 4796:				1,579.95	.00	
<b>4989</b>						
<b>Mr Power S/Sandor Drucker</b>						
	323	SIDEWALK CLEANING/DDA	06/29/2015	2,572.00	2,572.00	07/02/2015
Total 4989:				2,572.00	2,572.00	
<b>4999</b>						
<b>Master Automotive Inc</b>						
	20483	REPAIR 2008 FORD-UNIT 1014	06/24/2015	988.41	.00	
	20550	REPAIR 2008 FORD-UNIT 0755	07/03/2015	928.56	.00	
Total 4999:				1,916.97	.00	
<b>5023</b>						
<b>CASELLE INC</b>						
	66525	CASELLE SOFTWARE/FINANCE	07/01/2015	1,354.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5023:				1,354.00	.00	
<b>5234</b>						
<b>SUMMIT SWEEPING SERVICE, LLC</b>						
	6315	PARKING LOT	06/01/2015	220.00	.00	
	6361	SWEEPING PARKING LOT	07/01/2015	210.00	.00	
Total 5234:				430.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	70260	ALK BATTERY	06/03/2015	24.51	.00	
	70474	clamps	06/16/2015	18.83	.00	
	70482	ROD	06/16/2015	9.20	.00	
	70489	BOTTLED WATER	06/17/2015	24.85	.00	
	70636	CLEAR FLEXHST	06/29/2015	164.92	.00	
Total 5253:				242.31	.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	1654	PAINT	06/22/2015	94.78	.00	
Total 5384:				94.78	.00	
<b>5473</b>						
<b>McAfee</b>						
	900581927	MONTHLY SERVICE	06/01/2015	225.60	225.60	07/02/2015
Total 5473:				225.60	225.60	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D6-64073	WEEKLY COPPER PD	06/22/2015	324.00	.00	
	D6-64169	WEEKLY COPPER PD	06/26/2015	75.00	.00	
	D6-64399	PWSID CO 123676	07/02/2015	75.00	.00	
Total 5752:				474.00	.00	
<b>5926</b>						
<b>Law Enforcement Alliance for Defense</b>						
	14031	LEGAL DEFENSE FUND	06/04/2015	133.00	133.00	07/02/2015
Total 5926:				133.00	133.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	324522	MONTHLY FEE	07/01/2015	36,333.15	.00	
Total 6067:				36,333.15	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	21219.2	TONER	03/31/2015	114.99	114.99	07/02/2015
	21442	TONER	03/31/2015	459.96	459.96	07/02/2015
	21519	TONER	04/22/2015	444.96	444.96	07/02/2015
	21554	PRINTER	04/30/2015	649.00	649.00	07/02/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	21632	TONER	05/22/2015	439.96	439.96	07/02/2015
Total 6137:				2,108.87	2,108.87	
<b>6153</b> <b>Symphony in the Valley Inc.</b>						
	070215	FIREWORKS PERFORMANCE	07/02/2015	1,300.00	1,300.00	07/02/2015
Total 6153:				1,300.00	1,300.00	
<b>6161</b> <b>Ewing Irrigation Products</b>						
	9820493	HUNTR BATTERY	06/09/2015	135.88	.00	
Total 6161:				135.88	.00	
<b>6225</b> <b>BRUBACHER DESIGN</b>						
	1618	RIFLE NOW DECAL	06/25/2015	156.50	.00	
	1625	NO OUTLET SIGN	07/02/2015	130.00	.00	
	1626	HANDICAP SIGNS	07/02/2015	357.00	.00	
Total 6225:				643.50	.00	
<b>6330</b> <b>COUNTY HEALTH POOL</b>						
	070115	IT	07/01/2015	109,267.93	109,267.93	07/02/2015
	070215	COBRA	07/02/2015	1,672.36	1,672.36	07/02/2015
Total 6330:				110,940.29	110,940.29	
<b>6406</b> <b>FRONTELLA, GIL</b>						
	062815	CLEANING	06/28/2015	238.00	238.00	07/02/2015
Total 6406:				238.00	238.00	
<b>6484</b> <b>MURR WELDING &amp; DESIGN INC</b>						
	2527	LABOR	06/23/2015	85.60	.00	
Total 6484:				85.60	.00	
<b>6509</b> <b>POLYDYNE INC.</b>						
	977142	CLARIFLOC	06/25/2015	3,240.00	.00	
Total 6509:				3,240.00	.00	
<b>6563</b> <b>OMNI CHEER</b>						
	PO486078010	UNIFORMS	06/19/2015	1,237.35	.00	
Total 6563:				1,237.35	.00	
<b>6568</b> <b>MICRO PLASTICS</b>						
	107194	LOGO	06/18/2015	75.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	107196	CAST PLAQUE	06/18/2015	835.00	.00	
	107198	SIGN	06/18/2015	455.00	.00	
Total 6568:				1,365.00	.00	
<b>6579</b>						
<b>AMERICAN RED CROSS</b>						
	10381519	LIFEGUARDING SKILLS REVIE	06/24/2015	351.00	.00	
Total 6579:				351.00	.00	
<b>6606</b>						
<b>Western Slope Beverage</b>						
	3069537	BOTTLED WATER	06/01/2015	7.35	.00	
	3069918	BOTTLED WATER	06/15/2015	27.90	.00	
	740240	BOTTLED WATER	06/15/2015	15.00	.00	
Total 6606:				50.25	.00	
<b>6612</b>						
<b>CEDAR NETWORKS</b>						
	070115	INTERNET SERVICES	07/01/2015	3,554.00	3,554.00	07/02/2015
Total 6612:				3,554.00	3,554.00	
<b>6621</b>						
<b>ID WHOLESALER</b>						
	1122495	DATACARD SD SERIES	06/04/2015	221.00	.00	
Total 6621:				221.00	.00	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0025166-IN	FIRE EXTINGUISHER	06/15/2015	811.94	.00	
Total 6643:				811.94	.00	
<b>6661</b>						
<b>ARCADIS US, INC</b>						
	STMT-6 07011	Construction Engineering SErvice	07/01/2015	95,600.10	95,600.10	07/02/2015
Total 6661:				95,600.10	95,600.10	
<b>6675</b>						
<b>PARKSON CORPORATION</b>						
	AR1/51012172	Miox installation	06/24/2015	5,154.73	.00	
Total 6675:				5,154.73	.00	
<b>6701</b>						
<b>RR DONNELLEY</b>						
	845426293	CAMPING PASSES	06/23/2015	843.22	.00	
Total 6701:				843.22	.00	
<b>6779</b>						
<b>COMMERCIAL TIRE SERVICE, INC</b>						
	37729	TIRES	06/26/2015	549.64	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	37782	TIRES	06/30/2015	274.82	.00	
	37783	TIRES	06/30/2015	838.96	.00	
Total 6779:				1,663.42	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-376730	PARTS KUBOTA TRACTOR	06/01/2015	101.94	.00	
	3761-377995	OIL FILTER	06/10/2015	32.81	.00	
	3761-378001	MOTOR OIL	06/10/2015	53.97	.00	
	3761-378020	MOTOR OIL	06/10/2015	35.98	.00	
	3761-378922	BATTERY	06/16/2015	48.10	.00	
	3761-380026	OIL FILTER	06/23/2015	28.45	.00	
	3761-380255	OIL FILTER	06/24/2015	28.45	.00	
	3761-381123	WATER PUMP	06/29/2015	238.81	.00	
	3761-381124	BELT	06/29/2015	19.80	.00	
	3761-381125	WIPER BLADE	06/29/2015	7.99	.00	
	3761-381147	FUEL FILTER	06/29/2015	9.89	.00	
	3761-381205	SPR STRG JNT	06/30/2015	39.24	.00	
	3761-381284	OIL FILTER	06/30/2015	53.48	.00	
	3761-381308	METALLIC PAD	06/30/2015	21.84	.00	
	3761-381551	GLASS CLEANER	07/02/2015	56.28	.00	
	3761-381584	EXTRACTOR	07/02/2015	64.99	.00	
	3761-382240	HEADGSKT	07/06/2015	32.99	.00	
Total 6790:				818.11	.00	
<b>6863</b>						
<b>CONSERVANCY OIL CO</b>						
	0069679	SERV PRO GREEN	07/01/2015	34.95	.00	
Total 6863:				34.95	.00	
<b>6864</b>						
<b>MCGEE COMPANY</b>						
	10155948-00	JET CHEMICAL CEMENT	06/16/2015	44.05	.00	
Total 6864:				44.05	.00	
<b>6882</b>						
<b>SHOUP'S WELDING SERVICE</b>						
	2336	Welding for bleachers	07/06/2015	5,330.00	.00	
Total 6882:				5,330.00	.00	
<b>6916</b>						
<b>CORNWELL QUALITY TOOLS</b>						
	150738	FOLD UP CREEPER	07/01/2015	59.90	.00	
	150739	STINGER	07/01/2015	149.05	.00	
Total 6916:				208.95	.00	
<b>7047</b>						
<b>FLANIGAN, WILLIAM</b>						
	070215	TALENT FEE	07/02/2015	500.00	500.00	07/02/2015
Total 7047:				500.00	500.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>7057</b>						
<b>THE WRIGHT CLEANING COMPANY</b>						
	1975	COMMERCIAL CLEANING	05/08/2015	122.50	.00	
	1990	COMMERCIAL CLEANING	05/14/2015	140.00	.00	
	1992	COMMERCIAL CLEANING	05/22/2015	140.00	.00	
	2036	COMMERCIAL CLEANING	07/06/2015	105.00	.00	
Total 7057:				507.50	.00	
<b>7077</b>						
<b>COLORADO DOCUMENT SECURITY</b>						
	233652	DOCUMENT BIN	05/28/2015	104.00	104.00	07/02/2015
Total 7077:				104.00	104.00	
<b>7107</b>						
<b>MOLTZ CONSTRUCTION INC</b>						
	070115	RRWPF GMP #1	07/01/2015	689,952.43	689,952.43	07/02/2015
	070215	WATER PLANT EARTH WORK	07/02/2015	108,464.72	108,464.72	07/02/2015
Total 7107:				798,417.15	798,417.15	
<b>7113</b>						
<b>POMEY JAMES</b>						
	070215	PERFORMANCE CENTENNIAL	07/02/2015	2,800.00	2,800.00	07/02/2015
Total 7113:				2,800.00	2,800.00	
<b>7122</b>						
<b>Venture Technologies</b>						
	SIN011021	City Hall Switching	06/08/2015	7,520.00	7,520.00	07/02/2015
	SIN011024	SMARTNET	06/08/2015	1,315.07	.00	
Total 7122:				8,835.07	7,520.00	
<b>7159</b>						
<b>McCANDLESS TRUCK CENTER</b>						
	39179J	CYLINDER BRK	07/02/2015	398.99	.00	
Total 7159:				398.99	.00	
<b>7188</b>						
<b>ROCKY MOUNTAIN RESERVE</b>						
	2133136	MONTHLY FEE	07/01/2015	171.25	171.25	07/02/2015
Total 7188:				171.25	171.25	
<b>7205</b>						
<b>US FOODS</b>						
	4035144	FOOD SUPPLIES	06/25/2015	524.40	.00	
	4167288	FOOD SUPPLIES	07/02/2015	1,486.03	.00	
Total 7205:				2,010.43	.00	
<b>7229</b>						
<b>ROTO ROOTER PLUMBING</b>						
	375684	CABLED RAS LINE	06/25/2015	236.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7229:				236.00	.00	
<b>7233</b>						
<b>HELLO BOOKING</b>						
	070215	PERFORMANCE CENTENNIAL	07/02/2015	.00	.00	
Total 7233:				.00	.00	
<b>7250</b>						
<b>SOURS, TAMI</b>						
	062315	MILEAGE REIMBURSEMENT	06/23/2015	58.08	58.08	07/02/2015
Total 7250:				58.08	58.08	
<b>7260</b>						
<b>Aquatic Resources Inc.</b>						
	6878	AXIALL ACCU-TAB BLUE	06/25/2015	3,272.72	.00	
	6891	SEALF/DIVERTER VALVE	06/28/2015	98.20	.00	
Total 7260:				3,370.92	.00	
<b>7278</b>						
<b>CPS DISTRIBUTORS, INC</b>						
	2123172-00	RB FLACON ROTOR	06/30/2015	776.05	.00	
Total 7278:				776.05	.00	
<b>7280</b>						
<b>J &amp; S Fence Company</b>						
	1500486	Fence for Ute Theater	06/19/2015	4,748.00	.00	
Total 7280:				4,748.00	.00	
<b>7281</b>						
<b>Creative Bus Sales</b>						
	51324	2 2009 Startrans Buses	05/14/2015	35,000.00	35,000.00	07/02/2015
	51325	2 2009 Startrans Buses	05/14/2015	35,000.00	35,000.00	07/02/2015
Total 7281:				70,000.00	70,000.00	
<b>7285</b>						
<b>GOPHER IRRIGATION</b>						
	10781	ROUND UP SPRAYING	05/05/2015	663.15	.00	
	11024	WEEDING	06/16/2015	45.00	.00	
	11049	MONTHLY MOWING	06/16/2015	327.00	.00	
Total 7285:				1,035.15	.00	
<b>7315</b>						
<b>CASH'D OUT INC</b>						
	070215	PERFORMANCE CENTENNIAL	07/02/2015	1,750.00	1,750.00	07/02/2015
Total 7315:				1,750.00	1,750.00	
<b>7316</b>						
<b>ARKANSAS VALLEY SEED, INC</b>						
	44774	CHERRY HILLS VILLAGE SEED	06/04/2015	907.50	.00	

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Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7316:				907.50	.00	
Grand Totals:				1,262,942.14	1,128,951.5	

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

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

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Report Criteria:

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

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\*\*\**All correspondence should be sent to the  
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July 9, 2015

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

Re: July 15, 2015 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 July 15, 2015 Rifle City Council Meeting.

1. Ordinance No. 13, Series of 2015 (Extension of Development Fee Waiver Program). At the City Council's direction, we drafted Ordinance No. 13, Series of 2015 extending the development fee reduction and waiver program to stimulate growth and economic development in the City. The Planning Department's memorandum provides the data we have on the current program, which is amended slightly in Section 5 of the Ordinance with some restrictions following the Planning Department's recommendation. Ordinance No. 13 is before you on second reading on your consent agenda.

2. Ordinance No. 14, Series of 2015 (Beekeeping Regulations). At the June 3<sup>rd</sup> City Council workshop, Council heard from citizens requesting an amendment to the Rifle Municipal Code to allow honey bees to be kept in the City and staff was directed to draft simple regulations. Ordinance No. 14, Series of 2015 amends Article 6 of Chapter 7 of the Rifle Municipal Code to remove the prohibition of beekeeping in the City and provide relevant regulations. A slight amendment was made to Ordinance No. 14 in Section 4 as shown in the highlighted text to ensure any cross references to renumbered Code sections are likely renumbered. Ordinance No. 14 is before you on second reading, with those amendments, on your consent agenda.

3. Ordinance No. 15, Series of 2015 (Ballot Question for Street Bond Issuance). The regular biennial municipal election for Rifle is coming up on September 8, 2015 and staff has discussed with Council the placement of a debt question on the ballot to finance the cost of transportation improvements in the City. TABOR requires voter approval to incur debt and

Page 2

Ordinance No. 15, Series of 2015 sets that ballot question. We amended Ordinance No. 15 slightly after first reading with the highlighted language to clearly authorized debt in any form, since we are also investigating other alternatives to the traditional bond markets that carry high transaction costs.

4. Real Estate Contract with Charlie and Patty Penwill. We have discussed with Council in the past the value of acquiring the property directly north of where the new water plant is being constructed. Included in your packet is a real estate contract to purchase that 30 acre property from Charlie and Patty Penwill. There are several benefits to this acquisition, some immediate and some longer term, that more than pay the purchase price of \$450,000. The primary long term benefit is when the City needs additional water treatment capacity in the future, it will have the property to expand adjacent to the water plant. In addition, the City's investment in the existing infrastructure from the water intake to the water plant to the water tank can remain in place and be used in the future. Finding a suitable site and reconstructing that infrastructure would be in the millions of dollars. Therefore, the savings with the future expansion easily pays for the purchase of the Penwill Property. However, staff is much more focused on the current outflow of money with the construction of the water plant ongoing. In the immediate term, owning the Penwill Property creates significant opportunities for construction savings with the current water plant. In addition, Jim Miller estimates there are economic advantages of selecting the Penwill Property over other properties with regard to potential RO and GAC facilities if such facilities are constructed. Jim will be at your meeting to discuss these further. As a result, staff recommends the City Council's approval of the contract to purchase the Penwill Property.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:  
Enclosures



UTILITY DEPARTMENT  
INTEROFFICE MEMO



**H2O** Wastewater

**TO:** City Council  
**FROM:** Dick Deussen, Director of Utilities  
**DATE:** July 8, 2015  
**RE:** Mechanical Screen at South Wastewater Pump Station

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Bids were opened on July 7, 2015 for this work which involves replacing a manually cleaned screen at the South Wastewater Pump Station with a mechanical screen. Three bidders asked for the plans and specifications but only two submitted lump sum bids as shown:

	<u>Actual Bid</u>	<u>Local Preference Amount</u>	<u>Comparable Price</u>
Johnson Construction	\$130,000	4%	\$124,800
Mueller Construction	\$129,299	2%	\$126,713

The existing screen has 1" openings whereas the mechanical screen has ¼" openings which will extend the life of the pumps and the 4" force main under the Colorado River and I-70 to the RRWWRF. The new screen will run continuously and if a power failure occurs an alarm will be sent to the treatment plant. Also, if the screen is overloaded with solids and sewage backs up, it will overflow a weir plate and travel through a new manual screen to the wet well. An alarm for this condition will also be sent to the treatment plant.

The design engineers (Colorado River Engineering) estimated the construction cost at \$106,075 and have recommended approval of the low bidder for this work.

Funds are available from the Wastewater Enterprise Fund in the amount of \$75,000 from 320-4326-400-721, \$50,000 (Contingency) in 320-4325-400-900 and \$10,000 in 320-4326-400-734.

Therefore, please approve the award of construction of the South Wastewater Pump Station Screen Replacement Project to Johnson Construction in an amount not to exceed \$130,000.

UTILITY DEPARTMENT  
INTEROFFICE MEMO



**H2O** Wastewater

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 15  
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR THE SUBMITTAL FOR APPROVAL OF THE REGISTERED VOTERS OF THE CITY OF RIFLE AT THE MUNICIPAL ELECTION A QUESTION WHETHER THE CITY SHOULD ISSUE SALES AND USE TAX REVENUE BONDS OR OTHER OBLIGATIONS WITHOUT ANY INCREASE IN TAX RATES FOR THE PURPOSE OF FINANCING THE COST OF CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS WITHIN THE CITY.

WHEREAS, the City of Rifle has a backlog of transportation improvement projects necessary to keep pace with the City's needs; and

WHEREAS, the City Council finds that an inadequate transportation system in the City causes public safety issues and profoundly affects the quality of life in the City; and

WHEREAS, the City Council finds that to ensure future retail and commercial growth in the City, and maintain a high level of residential street service, the City must invest in its future and construct certain necessary street improvements in the very near future; and

WHEREAS, interest rates are at a historic low and the City Council finds that the bond market creates a very favorable situation to issue bonds and construct the necessary street improvement projects without increasing the City's sales or use tax rates; and

WHEREAS, the City has already enacted and collected offsite street impact fees from new development in the City that will help fund the necessary street improvements; and

WHEREAS, pursuant to Section 2.3 of the City of Rifle Charter, Rifle's regular biennial municipal election will be held on Tuesday, September 8, 2015; and

WHEREAS, the City Council desires to place a question on the ballot seeking the approval of the registered voters of the City for the issuance of sales and use tax revenue bonds or other obligations in one or more issues without any increase in tax rates for the purpose of financing the cost of construction of transportation improvements within the city.

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

1. Recitals. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.
2. Submission to Voters. The following question stated in Section 3 below shall be submitted to the registered voters of the City of Rifle voting at the regular biennial municipal election which shall be held by mail ballot on Tuesday, September 8, 2015.

3. Publication and Ballot Form. The City Clerk shall cause a notice of election for the following ballot question to be published as part of the municipal election publication in substantially the following form and add the question to the City's 2015 Municipal Election Ballot:

**NOTICE OF BALLOT QUESTION CONCERNING THE ISSUANCE OF SALES AND USE TAX REVENUE BONDS FOR THE CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS IN THE CITY.**

**NOTICE IS HEREBY GIVEN that an election will be held on Tuesday, September 8, 2015 by mail ballot. At this election, the following question shall be submitted to the registered voters of the City of Rifle:**

**SHALL CITY OF RIFLE DEBT BE INCREASED BY NOT MORE THAN \$5,000,000 PRINCIPAL AMOUNT, WITH A REPAYMENT COST OF NOT MORE THAN \$8,023,000 TOTAL PRINCIPAL AND INTEREST, BY THE ISSUANCE OF SALES AND USE TAX REVENUE BONDS **OR OTHER OBLIGATIONS**, PAYABLE FROM EXISTING SALES AND USE TAXES NOT OTHERWISE DEDICATED, WITHOUT ANY INCREASE IN TAX RATES, FOR THE PURPOSE OF FINANCING THE COST OF CONSTRUCTING TRANSPORTATION IMPROVEMENTS WITHIN THE CITY;**

**SUCH BONDS **OR OTHER OBLIGATIONS** TO MATURE, BEAR INTEREST AND BE CALLABLE FOR REDEMPTION PRIOR TO MATURITY, WITH OR WITHOUT A PREMIUM, AS MAY LATER BE DETERMINED BY THE CITY?**

4. TABOR Notice. At least thirty (30) days prior to the election, on or before August 7, 2015, the City Clerk shall mail at the least cost, a titled notice or set of notices addressed to "All Registered Voters" at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 15, Series of 2015. The notice shall be entitled "**NOTICE OF ELECTION TO ISSUE SALES AND USE TAX REVENUE BONDS.**" The notice shall also include all information required by Article X, Section 20 (3)(b) ("The Taxpayer's Bill of Rights").

INTRODUCED on July 1, 2015, 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 July 15, 2015, passed without amendment, approved by a vote of 5 to 0, and ordered published in full as required by the Charter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-9-12) (Mandatory 1-13)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)  
( Property with No Residences)**

Date: July 1, 2015

**AGREEMENT**

**1. AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Buyer, City of Rifle, Colorado, will take title to the Property described below as an entity.

**2.2. Assignability and Inurement.** This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

**2.3. Seller.** Seller, Charles R. Penwill and Patricia L. Penwill, Trustees of their successor trustees, under the Charles R. Penwill Revocable Trust Dated December 5, 1995 is the current owner of the Property described below.

**2.4. Property.** The Property is a parcel of land in Garfield County, Colorado located in the SW1/4SW1/4 of Section 10, Township 6 South, Range 93 West of the 6<sup>th</sup> P.M. known by Garfield County Assessor's Parcel Number 217710300010, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded, and reserving unto Grantor any and all oil and gas mineral interests with no rights to surface occupancy (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Fixtures.** All fixtures attached to the Property on the date of this Contract.

**Other Fixtures:** N/A.

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

**2.5.2. Personal Property.** If on the Property, whether attached or not, on the date of this Contract, the following items are included: N/A.

**Other Personal Property:** N/A.

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances. Conveyance shall be by bill of sale or other applicable legal instrument.

**2.5.3. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows: N/A.

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances. Conveyance shall be by bill of sale or other applicable legal instrument.

**2.5.4. Water Rights, Water and Sewer Taps.**

**2.5.4.1. Deeded Water Rights.** The following legally described water rights: Any and all appurtenant to the Property to be conveyed by quit claim deed.

**2.5.4.2. Well Rights.** N/A.

**2.5.4.3. Water Stock Certificates:** N/A.

**2.5.4.4. Water Tap:** N/A. **Sewer Tap:** N/A.

**2.5.4.5. Other Rights:** N/A.

**2.5.5. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows: N/A.

**2.6. Exclusions.** The following items are excluded (Exclusions): N/A.

56 **3. DATES AND DEADLINES.**

<b>Item No.</b>	<b>Reference</b>	<b>Event</b>	<b>Date or Deadline</b>
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		<b>Title and Association</b>	
2	§ 7.1	Record Title Deadline	July 13, 2015
3	§ 7.5	Exceptions Request Deadline	July 13, 2015
4	§ 8.1	Record Title Objection Deadline	July 27, 2015
5	§ 8.2	Off-Record Title Deadline	July 13, 2015
6	§ 8.2	Off-Record Title Objection Deadline	July 27, 2015
7	§ 8.3	Title Resolution Deadline	July 29, 2015
8	§ 7.6	Association Documents Deadline	N/A
9	§ 7.6	Association Documents Objection Deadline	N/A
10	§ 8.5	Right of First Refusal Deadline	N/A
		<b>Seller's Property Disclosure</b>	
11	§ 10.1	Seller's Property Disclosure Deadline	July 13, 2015
		<b>Loan and Credit</b>	
12	§ 5.1	Loan Application Deadline	N/A
13	§ 5.2	Loan Objection Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Documents Deadline	N/A
17	§ 5.4	Existing Loan Documents Objection Deadline	N/A
18	§ 5.4	Loan Transfer Approval Deadline	N/A
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	July 20, 2015
20	§ 6.2	Appraisal Objection Deadline	July 27, 2015
		<b>Survey</b>	
21	§ 9.1	Current Survey Deadline	July 20, 2015
22	§ 9.2	Current Survey Objection Deadline	July 27, 2015
		<b>Inspection and Due Diligence</b>	
23	§ 10.2	Inspection Objection Deadline	July 27, 2015
24	§ 10.3	Inspection Resolution Deadline	July 29, 2015
25	§ 10.5	Property Insurance Objection Deadline	July 27, 2015
26	§ 10.6	Due Diligence Documents Delivery Deadline	July 13, 2015
27	§ 10.7	Due Diligence Documents Objection Deadline	July 27, 2015
28	§ 10.8	Environmental Inspection Objection Deadline	July 27, 2015
29	§ 10.8	ADA Evaluation Objection Deadline	July 27, 2015
30	§ 11.1	Tenant Estoppel Statements Deadline	N/A
31	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
		<b>Closing and Possession</b>	
32	§ 12.3	<b>Closing Date</b>	September 30, 2015
33	§ 17	Possession Date	September 30, 2015
34	§ 17	Possession Time	Upon Closing
35	§ 28	<b>Acceptance Deadline Date</b>	July 10, 2015
36	§ 28	<b>Acceptance Deadline Time</b>	5:00 P.M. MST

57 **Note: Applicability of Terms.**

58 Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such  
59 provision in **Dates and Deadlines** (§ 3), including any deadline, is not applicable and the corresponding provision of this Contract  
60 to which reference is made is deleted.

61 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

63 **4. PURCHASE PRICE AND TERMS.**64 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 450,000.00	
2	§ 4.2	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Seller or Private Financing		\$ N/A
6				
7				
8	§ 4.3	Cash at Closing		\$ 440,000.00
9		<b>TOTAL</b>	\$	\$ 450,000.00

65 **4.2. Seller Concession.** Seller, at Closing, shall credit, as directed by Buyer, an amount of \$ N/A to assist with any and  
66 all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to  
67 pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is  
68 allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

69 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of check, shall be payable to and held by  
70 Commonwealth Title – Rifle (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money  
71 deposit shall be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money**  
72 **Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the  
73 Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest  
74 Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and  
75 Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this  
76 transaction shall be transferred to such fund.

77 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
78 time of tender of this Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

79 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer shall be  
80 entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as  
81 provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to  
82 execute and return to Buyer or Broker working with Buyer, written mutual instructions, i.e., Earnest Money Release form, within  
83 three days of Seller's receipt of such form.

84 **4.4. Form of Funds; Time of Payment; Funds Available.**

85 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
86 and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
87 check, savings and loan teller's check and cashier's check (Good Funds).

88 **4.4.2. Available Funds.** All funds required to be paid at Closing or as otherwise agreed in writing between the  
89 parties shall be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**

90 **4.5. New Loan.**

91 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan  
92 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

93 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
94 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

95 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans: N/A.

96 **4.6. Assumption.** N/A.

97 **4.7. Seller or Private Financing.** N/A.

98 **TRANSACTION PROVISIONS**99 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

100 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
101 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable  
102 by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

103 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
104 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
105 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.

106 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to  
107 Buyer, in Buyer's sole subjective discretion. **IF SELLER DOES NOT TIMELY RECEIVE WRITTEN NOTICE TO**  
108 **TERMINATE, BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE**, except as otherwise provided in this  
109 Contract (e.g., Appraisal, Title, Survey).

110 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by  
111 executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional  
112 (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at  
113 Seller's sole subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 3),  
114 at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and  
115 credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial  
116 ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and  
117 not released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory  
118 note secured by a deed of trust in favor of Seller, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval  
119 of the terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's  
120 New Loan (Buyer's New Senior Loan). If the Cash at Closing is less than as set forth in § 4.1 of this Contract or Buyer's New  
121 Senior Loan changes from that approved by Seller, Seller has the Right to Terminate under § 25.1, at or before Closing. If Seller  
122 disapproves of Buyer's financial ability, creditworthiness or Buyer's New Senior Loan, in Seller's sole subjective discretion, Seller  
123 has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

124 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan  
125 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the  
126 sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents.  
127 Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline** (§ 3), based on any  
128 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the  
129 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,  
130 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 3), this Contract shall  
131 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
132 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth  
133 in § 4.6.

## 134 6. APPRAISAL PROVISIONS.

135 **6.1. Lender Property Requirements.** If the lender imposes any requirements or repairs (Requirements) to be made to  
136 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to  
137 Terminate under § 25.1 (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the  
138 Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this  
139 § 6.1 shall not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement  
140 regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in  
141 writing by Buyer.

142 **6.2. Appraisal Condition.** The applicable Appraisal provision set forth below shall apply to the respective loan type set  
143 forth in § 4.5.3, or if a cash transaction, i.e. no financing, § 6.2.1 shall apply.

144 **6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's  
145 valuation, determined by an appraiser engaged on behalf of Buyer, is less than the Purchase Price. The appraisal shall be received  
146 by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before  
147 **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase Price and Seller's receipt of either a  
148 copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This §  
149 6.2.1 is for the sole benefit of Buyer.

150 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by  
151 **Buyer**. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent  
152 or all three.

## 153 7. EVIDENCE OF TITLE AND ASSOCIATION DOCUMENTS.

154 **7.1.  Seller Selects Title Insurance Company.** If this box is checked, Seller shall select the title insurance company  
155 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller shall furnish to  
156 Buyer a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
157 Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

158 **7.2. Buyer Selects Title Insurance Company.** N/A.

159 **7.3. Owner's Extended Coverage (OEC).** The Title Commitment Shall commit to delete or insure over the standard  
160 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'  
161 liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed  
162 tax sales prior to the year of Closing (OEC).

163 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

164 **7.3.1. Premium for OEC.** If the title insurance company agrees to provide an endorsement for OEC, any  
165 additional premium expense to obtain an endorsement for OEC shall be paid by **Seller**.

166 **7.4. Buyer's Right to Review Title Commitment and Title Documents.** Buyer has the right to review the Title  
167 Commitment, its provisions and Title Documents (defined in § 7.5), and if not satisfactory to Buyer, Buyer may exercise Buyer's  
168 rights pursuant to § 8.1.

169 **7.5. Copies of Exceptions.** Unless the box in § 7.2 is checked (Buyer Selects Title Insurance Company), on or before  
170 **Record Title Deadline** (§ 3), Seller, at Seller's expense, shall furnish to Buyer and Buyer's attorney, James Neu, the following:  
171 (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment  
172 is required to be furnished, and if this box is checked  **Copies of any Other Documents** (or, if illegible, summaries of such  
173 documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller has the obligation to furnish  
174 these documents pursuant to this section if requested by Buyer any time on or before **Exceptions Request Deadline** (§ 3). This  
175 requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the  
176 Property is located. The Abstract or Title Commitment, together with any copies or summaries of such documents furnished  
177 pursuant to this section, constitute the title documents (collectively, Title Documents).

178 **7.5.1. Existing Abstracts of Title.** Seller shall deliver to Buyer copies of any abstracts of title covering all or any  
179 portion of the Property (Abstract) in Seller's possession on or before **Record Title Deadline** (§ 3).

180 **7.6. Homeowners' Association Documents.** N/A.

## 181 **8. RECORD TITLE AND OFF-RECORD TITLE.**

182 **8.1. Record Title.** Buyer has the right to review and object to any of the Title Documents (Right to Object to Title,  
183 Resolution), as set forth in § 8.3. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment,  
184 notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If Buyer objects to any of  
185 the Title Documents, Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before  
186 **Record Title Objection Deadline** (§ 3). If Title Documents are not received by Buyer, on or before the **Record Title Deadline**  
187 (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title  
188 and the modified Title Commitment shall be delivered to Buyer. Buyer shall cause Seller to receive Buyer's Notice to Terminate  
189 or Notice of Title Objection on or before ten days after receipt by Buyer of the following documents: (1) any required Title  
190 Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If  
191 Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.1 (Record Title), any title objection  
192 by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title, Resolution). If Seller  
193 does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer  
194 accepts the condition of title as disclosed by the Title Documents as satisfactory.

195 **8.2. Off-Record Title.** Seller shall deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all  
196 existing surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including,  
197 without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without  
198 limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record  
199 Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by  
200 public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Buyer's Notice to  
201 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,  
202 notwithstanding § 13), in Buyer's sole subjective discretion, shall be received by Seller on or before **Off-Record Title Objection**  
203 **Deadline** (§ 3). If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.2 (Off-Record  
204 Title), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title,  
205 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection, on or before **Off-Record Title**  
206 **Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.  
207 Unless disclosed in writing, Seller represents and warrants that there are no Off-Record Matters.

208 **8.3. Right to Object to Title, Resolution.** Buyer's Right to Object to Title includes, but is not limited to those matters  
209 set forth in §§ 8.1 (Record Title), 8.2 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion  
210 (collectively, Notice of Title Objection). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the  
211 option to either (1) object to the condition of title, or (2) terminate this Contract.

212 **8.3.1. Title Resolution.** If Seller receives Buyer's Notice of Title Objection, as provided in § 8.1 (Record Title) or  
213 § 8.2 (Off-Record Title), on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof  
214 on or before **Title Resolution Deadline** (§ 3), this Contract shall terminate on the expiration of **Title Resolution Deadline** (§ 3),  
215 unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection  
216 to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline** (§ 3).

217 **8.3.2. Right to Terminate – Title Objection.** Buyer has the Right to Terminate under § 25.1, on or before the  
218 applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

219 **8.4. Special Taxing Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
220 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**

221 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK  
222 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE  
223 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
224 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
225 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
226 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING  
227 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
228 RECORDER, OR THE COUNTY ASSESSOR.

229 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any  
230 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

231 **8.5. Right of First Refusal or Contract Approval.** N/A.

232 **8.6. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
233 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
234 including, without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements,  
235 leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and  
236 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the  
237 surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in  
238 oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to  
239 enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to  
240 timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record  
241 Title Objection Deadline** (§ 3) and **Off-Record Title Objection Deadline** (§ 3)].

## 242 9. CURRENT SURVEY REVIEW.

243 **9.1. Current Survey Conditions.** If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment  
244 or the provider of the opinion of title if an Abstract, and Buyer's attorney, James Neu shall receive a Current Survey, i.e.,  
245 Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current  
246 Survey), on or before **Current Survey Deadline** (§ 3). The Current Survey shall be certified by the surveyor to all those who are  
247 to receive the Current Survey.

248  **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, Buyer may order or provide, and  
249 pay, on or before Closing, the cost of an **Improvement Location Certificate**.

250 **9.1.2. Other Survey.** N/A

251 **9.2. Current Survey Objection.** Buyer has the right to review and object to the Current Survey. Buyer has the Right to  
252 Terminate under § 25.1, on or before the **Current Survey Objection Deadline** (§ 3), if the Current Survey is not timely received  
253 by Buyer or based on any unsatisfactory matter with the Current Survey, notwithstanding § 8.2 or § 13.

254

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

## 255 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE 256 OF WATER.

257 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to  
258 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed  
259 by Seller to Seller's actual knowledge, current as of the date of this Contract.

260 **10.2. Inspection Objection.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the  
261 Property to Buyer in an "as is" condition, "where is" and "with all faults". Seller shall disclose to Buyer, in writing, any latent  
262 defects actually known by Seller. Buyer, acting in good faith, has the right to have inspections (by one or more third parties,  
263 personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property,  
264 including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other  
265 mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and  
266 communication services), systems and components of the Property, e.g. heating and plumbing, (4) any proposed or existing  
267 transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect  
268 or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer shall, on or before  
269 **Inspection Objection Deadline** (§ 3):

270 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

271 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that  
272 Buyer requires Seller to correct.

273 Buyer has the Right to Terminate under § 25.1, on or before **Inspection Objection Deadline** (§ 3), if the Property or  
274 Inclusions are unsatisfactory, in Buyer's sole subjective discretion.

275 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
276 **Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**  
277 **Deadline** (§ 3), this Contract shall terminate on **Inspection Resolution Deadline** (§ 3), unless Seller receives Buyer's written  
278 withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**  
279 (§ 3).

280 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
281 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
282 Buyer's request (Work) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
283 shall not permit claims or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer  
284 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller  
285 and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by  
286 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable  
287 attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract. This § 10.4  
288 does not apply to items performed pursuant to an Inspection Resolution.

289 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
290 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
291 **Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

292 **10.6. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to  
293 the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3):

294 **10.6.1.** All contracts relating to the operation, maintenance and management of the Property;

295 **10.6.2.** Property tax bills for the last three(3) years;

296 **10.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical,  
297 mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

298 **10.6.4.** A list of all Inclusions to be conveyed to Buyer;

299 **10.6.5.** N/A.

300 **10.6.6.** A rent roll accurate and correct to the date of this Contract;

301 **10.6.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property  
302 (Leases);

303 **10.6.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and  
304 capital improvement work either scheduled or in process on the date of this Contract;

305 **10.6.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past  
306 three(3) years;

307 **10.6.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier  
308 under § 8.2);

309 **10.6.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test  
310 results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic  
311 hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession  
312 or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

313 **10.6.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property  
314 with said Act;

315 **10.6.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with  
316 jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

317 **10.6.14.** Other Documents: n/a.

318 **10.7. Due Diligence Documents Conditions.** Buyer has the right to review and object to Due Diligence Documents,  
319 zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property (Zoning), in Buyer's sole  
320 subjective discretion, and has the right to object if Seller fails to deliver to Buyer all Due Diligence Documents. Buyer shall also  
321 have the unilateral right to waive any condition herein.

322 **10.7.1. Due Diligence Documents Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Due**  
323 **Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory matter with the Due Diligence Documents in  
324 Buyer's sole subjective discretion. If all Due Diligence Documents under § 10.6 are not received by Buyer on or before **Due**  
325 **Diligence Documents Delivery Deadline** (§ 3), then Buyer has the Right to Terminate under § 25.1 on or before the earlier of ten  
326 days after **Due Diligence Documents Objection Deadline** (§ 3) or Closing.

327 **10.7.2. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
328 **Deadline** (§ 3), based on any unsatisfactory zoning, in Buyer's sole subjective discretion.

329 **10.7.3. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  
330 **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of  
331 potable water for the Property. Buyer **Does Not** acknowledge receipt of a copy of the current well permit. There is **No Well**.

332 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
333 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
334 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

335 **10.8. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property  
336 including Phase I and Phase II Environmental Site Assessments, as applicable. **Buyer may** order or provide  
337  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05  
338 standard practices for Environmental Site Assessments) and/or  **any other environmental site assessment Buyer desires**, at the  
339 expense of **Buyer** (Environmental Inspection). In addition, Buyer may also conduct an evaluation whether the Property complies with  
340 the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations shall be conducted at such times as  
341 are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

342 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the  
343 **Environmental Inspection Objection Deadline** (§ 3) shall be extended by 14 days (Extended Environmental Inspection  
344 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3),  
345 the **Closing Date** (§ 3) shall be extended a like period of time.

346 Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if  
347 applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental  
348 Inspection, in Buyer's sole subjective discretion.

349 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any  
350 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

351 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
352 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the  
353 Lease or other writing received by Buyer. Seller shall not amend, alter, modify, extend or cancel any of the Leases nor shall Seller  
354 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent shall not be  
355 unreasonably withheld or delayed.

356 **11. TENANT ESTOPPEL STATEMENTS.** N/A.

357

358

## CLOSING PROVISIONS

359 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

360 **12.1. Closing Documents and Closing Information.** Seller and Buyer shall cooperate with the Closing Company to  
361 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
362 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender shall be required to provide the  
363 Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer  
364 and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete  
365 this transaction. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

366 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are Not** executed with this Contract.

367 **12.3. Closing.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified  
368 as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The place of Closing shall be Commonwealth Title-Rifle at a  
369 time designated by mutual agreement of Buyer and Seller.

370 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary  
371 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

372 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the  
373 other terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty Deed to Buyer, at  
374 Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided  
375 herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of  
376 the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

377 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
378 accepted by Buyer in accordance with **Record Title** (§ 8.1),

379 **13.2.** Distribution utility easements (including cable TV),

380 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual  
381 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.2) and **Current Survey Review** (§ 9),

382 **13.4.** Inclusion of the Property within any special taxing district, and

383 **13.5.** N/A.

384 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the  
385 proceeds of this transaction or from any other source.

386 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

387 **15.1. Closing Costs.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required  
388 to be paid at Closing, except as otherwise provided herein.

389 **15.2. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by **One-Half by Buyer and**  
390 **One-Half by Seller.**

391 **15.3. Status Letter and Record Change Fees.** N/A.

392 **15.4. Local Transfer Tax.** N/A.

393 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
394 as community association fees, developer fees and foundation fees, shall be paid at Closing by **Seller.**

395 **15.6. Water Transfer Fees.** N/A.

396 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by  
397 **Seller.**

398 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 3), except as otherwise provided:

399 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
400 year of Closing, based on **Most Recent Mill Levy and Most Recent Assessed Valuation.**

401 **16.2. Rents.** N/A.

402 **16.3. Association Assessments.** N/A.

403 **16.4. Other Prorations.** N/A.

404 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

405 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3),  
406 subject to the following Leases or tenancies:

407

408 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally  
409 liable to Buyer for payment of \$ **500.00** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** (§ 3) and  
410 **Possession Time** (§ 3) until possession is delivered.

411

## GENERAL PROVISIONS

412 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

413 **18.1. Day.** As used in this Contract, the term “day” shall mean the entire day ending at 11:59 p.m., United States  
414 Mountain Time (Standard or Daylight Savings as applicable).

415 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
416 the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or  
417 federal or Colorado state holiday (Holiday), such deadline **Shall Not** be extended to the next day that is not a Saturday, Sunday or  
418 Holiday. Should neither box be checked, the deadline shall not be extended.

419 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
420 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the  
421 condition existing as of the date of this Contract, ordinary wear and tear excepted.

422 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
423 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller shall be  
424 obligated to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**  
425 (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to  
426 carry out this Contract despite such Property Damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that  
427 were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the  
428 amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller  
429 has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option  
430 of Buyer, Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such  
431 insurance policy, but not to exceed the total Purchase Price.

432 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication  
433 services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged  
434 between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or  
435 replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent

436 that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any  
437 insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not  
438 repaired or replaced on or before Closing or possession, whichever shall be earlier, Buyer has the Right to Terminate under § 25.1,  
439 on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer shall be entitled to a credit at Closing for the repair or  
440 replacement of such Inclusion or Service. Such credit shall not exceed the Purchase Price. If Buyer receives such a credit, Seller's  
441 right for any claim against the Association, if any, shall survive Closing. Seller and Buyer are aware of the existence of pre-owned  
442 home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

443 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
444 result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation  
445 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in  
446 Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the  
447 Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the  
448 diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits or expenses, or exceed the  
449 Purchase Price.

450 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
451 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

452 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty shall be  
453 borne by the party entitled to the growing crops as provided in § 2.5.5 and such party shall be entitled to such insurance proceeds  
454 or benefits for the growing crops.

455 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge  
456 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination  
457 of title and consultation with legal and tax or other counsel before signing this Contract.

458 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as  
459 Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation  
460 hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

461 **21.1. If Buyer is in Default:**

462 **21.1.1. Specific Performance.** N/A.

463 **21.1.2. Liquidated Damages, Applicable.** **This § 21.1.2 shall apply unless the box in § 21.1.1 is checked.** All  
464 Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be  
465 released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and  
466 not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said  
467 payment of Earnest Money shall be SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract.  
468 Seller expressly waives the remedies of specific performance and additional damages.

469 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
470 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as  
471 being in full force and effect and Buyer has the right to specific performance or damages, or both.

472 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
473 or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court shall award to the prevailing party  
474 all reasonable costs and expenses, including attorney fees, legal fees and expenses.

475 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first  
476 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person  
477 who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the  
478 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will  
479 share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute  
480 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's  
481 last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

482 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest  
483 Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the  
484 Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action.  
485 Earnest Money Holder, at its sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and  
486 deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees,  
487 or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or  
488 Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest  
489 Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event

490 Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest  
491 Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of  
492 **Mediation** (§ 23).

493 **25. TERMINATION.**

494 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
495 termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such  
496 written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not  
497 received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter,  
498 document or condition as satisfactory and waived the Right to Terminate under such provision.

499 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder shall be  
500 returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

501 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute  
502 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or  
503 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall  
504 be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this  
505 Contract that, by its terms, exists or is intended to be performed after termination or Closing shall survive the same.

506 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

507 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed  
508 document or notice, from or on behalf of Seller, and delivered to Buyer shall be effective when physically received by Buyer, any  
509 signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working  
510 with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in  
511 § 27.2. Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller shall be  
512 effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative  
513 of Seller, or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation  
514 described in § 23) and except as provided in § 27.2.

515 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or  
516 written notice, may be delivered in electronic form only by the following indicated methods:  **Email**  
517  **Internet.** Documents with original signatures shall be provided upon request of any party.

518 **27.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance  
519 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property  
520 located in Colorado.

521 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and  
522 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or  
523 before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract  
524 between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a  
525 copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

526 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not  
527 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5),  
528 **Record Title** and **Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection, Indemnity,**  
529 **Insurability, Due Diligence and Source of Water** (§ 10).

530 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
--

531 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
532 Commission.)

533 Seller hereby represents and warrants as of the date of execution of this Contract and as of the date of closing that the following are  
534 true and correct:  
535

536  
537 Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power  
538 and authority to execute, deliver and perform this contract and consummate the transaction contemplated hereby. The person  
539 signing this contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly authorized, executed



City of Rifle  
Utility Department News  
For Council

**Leaking Air Valve on 18" Main at Meadow Circle**

Once again, the 18" water main on Meadow Circle was a problem. During third week in June water at the road surface was noticed by a resident. Responding quickly, the area was excavated to find, to our surprise since it was not shown on our system maps, a manhole containing an air valve which was not operating correctly but was discharging water instead of air. The manhole had a steel plate over the opening and the entire surface was paved. Because of high demand, the valve between the air valve and the main was closed and the system was operating again without low pressure affecting any areas of the City. We will replace the air valve in September/October, when demands are low.

**2 mg Tank Construction**

Construction of the 2 mg tank will begin after the 4th of July adjacent to the existing 3 mg tank in north Rifle. Moltz Construction will install temporary fence and erosion control devices followed by excavation of the area, for the 94 foot diameter tank, and soil from the excavation will be placed around the new tank and west of the 3 mg tank. Approximately 9,000 cu yds of earth will be moved.

**Biosolids Disposal from the RRWWRF**

The County of Garfield has approved the disposal of biosolids from the Rifle Regional Wastewater Reclamation Facility at the County Landfill, The City tested the material for metals, radiological parameters (gross alpha and beta), flashpoint, paint filter and general chemistry at the County's request and all were acceptable. Disposal at the landfill should save the City about \$130,000 annually.

**Water Production Maximum Day**

Daily water production at the GMWTP and the BCWTP together hit 4 mg in June due to hot weather. The largest period of use appears late in the day and early in the morning.

July 6, 2015  
Dick Deussen, Utilities Director