



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

Streamed Live at RifleNOW.org

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

**REGULAR MEETING
August 19, 2015**

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

- 6:00 P.M. Discuss Railroad Avenue storm sewer alternatives (City Engineer Rick Barth, Public Works Superintendent Bobby O'Dell)
- 6:30 P.M. Update on Greater Rifle Improvement Team a/k/a Citywide Main Street Program (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 August 5, 2015 Regular Meeting
 - B. Amend hearing date for Grand River Hospital District annexation – Resolution No. 20, Series of 2015
 - C. Set hearing date for Rifle Animal Shelter annexation – Resolution No. 22, Series of 2015
 - D. (Acting as Liquor Licensing Authority) Liquor license renewals: Loyal Order of Moose Lodge #1345, Black Bear Liquors, Walmart Stores Inc.
 - E. (Acting as Liquor Licensing Authority) Change of registered manager: Farm Fresh Café (Banquet Hall); Farm Fresh Café (Steakhouse)

- F. Purchase of cemetery spaces
- G. Financial Report
- H. Accounts Payable
- I. Adopt the calendar for the 2016 budget - Resolution No. 23, Series of 2015

- 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. (Acting as Liquor Licensing Authority) Public Hearing – Consider application by Natalie Wilson Enterprises, LLC, d/b/a Olive Ridley’s Coffee and Tea Company for Beer and Wine License at 228 Railroad Avenue, Unit C (Executive Assistant Danielle Hogan)
- 7:25 p.m. 6. Public Hearing – Consider Amending Sign Code – Ordinance No. 17, Series of 2015 – 1st reading (Planning Director Nathan Lindquist)
- 7:35 p.m. 7. Consider authorizing use of GovDeals, Inc. to sell surplus City property (Public Works Superintendent Bobby O’Dell)
- 7:45 p.m. 8. Consider establishing the general criteria for courses and qualifications of instructors for educational liquor seminars – Resolution No. 21, Series of 2015 (Executive Assistant Danielle Hogan)
- 7:55 p.m. 9. Consider changing number of Housing Authority board members – Ordinance No. 16, Series of 2015 – 1st reading (City Attorney Jim Neu)
- 8:05 p.m. 10. Discuss shared maintenance with Rifle Housing Authority (City Manager Matt Sturgeon)
- 8:15 p.m. 11. Administrative Reports
- 8:25 p.m. 12. Comments from Mayor and Council

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

Next Regular Meeting of Council: September 2, 2015 at 7:00 p.m.



ENGINEERING DEPARTMENT



To: Matt Sturgeon, City Manager
From: Rick Barth, City Engineer; Bobby O'dell, O/M Supervisor
Date: August 19, 2015
Re: Railroad Avenue Storm Sewer options

As you may know Railroad Avenue has been suffering settlement through the alley between 3rd and 4th streets in the south-bound lane. After long investigation to determine the source of the groundwater, we believe with strong evidence that the storm sewer from 4th down to 3rd is leaking in several locations. We have video-recorded the pipeline and not at least three locations that are leaking. One, a two-sided break near the mid-line of the pipe. It is almost as though a bore was done at some time and the pipe broke on both sides. Secondly, at least two joints of the clay/cement pipe appear to be leaking in the bottom. Our efforts at a remedy are with an eye to NOT have to replace the full sewer in Railroad Avenue due to the large scale such a project would be (~\$150,000).

There are four options before the Council. In any option we have to repave the alley crossing already disturbed. The prices are estimates as discussed between myself and Bobby O'dell.

Spot repair of the three locations. This would require night work, notable excavations, and paving repair. Estimate approximately \$6,000 per location plus patching. **\$25,000.**

BENEFIT: Likely cheapest alternative.

DRAWBACKS: Are there more locations that are or will soon leak? Major impacts to roadway.

Slip-line the existing sewer with fixed pipe. **\$30,000.**

BENEFIT: "Standard" materials, provides own structural support.

DRAWBACKS: Reduces the pipe capacity slightly, requires fairly large excavation at one manhole, probably 4th Street.

Slip-line resin sock. **\$30,000.** Resin impregnated liner, may not require excavation for manhole.

BENEFIT: Nearly full use of existing storm sewer.

DRAWBACKS: Liner not structurally sound and we are trusting the rest of the pipe is sound.

Reconstruct a new pipeline to the west, down 4th Street. **\$75,000.**

BENEFIT: Most permanent fix and removes a utility from an already busy corridor.

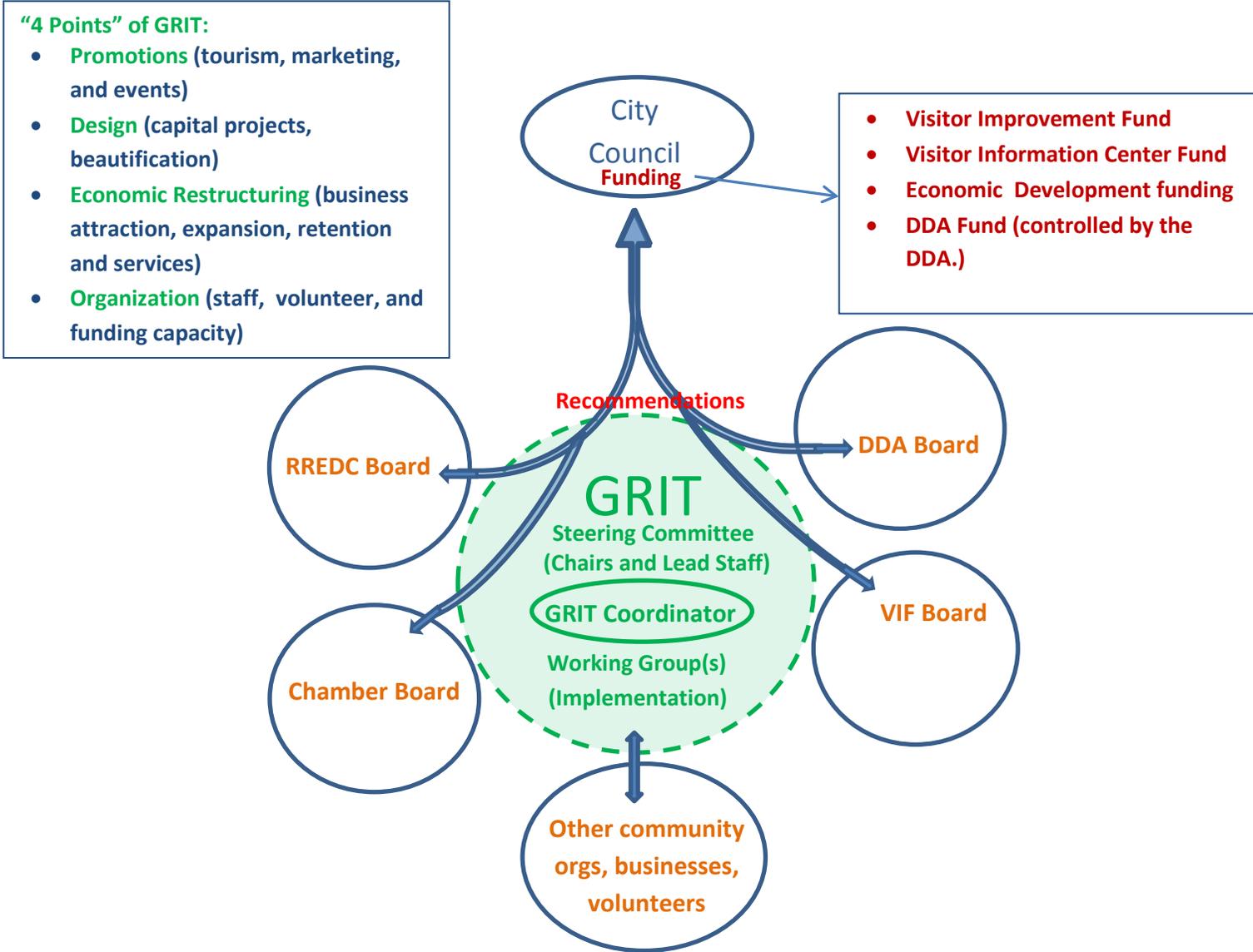
DRAWBACKS: Expense.

We are seeking Council advice or direction on a preference.

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

The Greater Rifle Improvement Team (GRIT)

A City-wide Main Street Program



Description of Flowchart Components:

GRIT Partners are community groups involved with city-funded projects. Each board selects annual priority projects that fall within the 4 Points.

The **GRIT Steering Committee** is composed of the chairs and lead staff of GRIT partners. It collects board priorities and in August holds an all-board summit. In February it aligns Work Plans to ensure implementation by the GRIT Working Group follows the direction of approved budgets and Council.

The **GRIT Working Group** is composed of community organizations, staff or volunteers who implement GRIT projects in the areas of tourism events, marketing, design, or economic restructuring.

The GRIT Steering Committee is recommending a GRIT Coordinator for:

- Communication between all groups
- Tourism/marketing/social media
- Production of “signature events”

RIFLE CITY COUNCIL MEETING

Wednesday, August 5, 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, 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; AmeriCorps Intern Cathleen Anthony; Assistant City Manager Kimberly Bullen; Police Chief John Dyer; Planning Director Nathan Lindquist; Steve Fuller; Theresa Hamilton; Ryan Hoffman; John Leybourne; Annick Pruet; John Scalzo; and Dana Wood.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the July 15, 2015 regular meeting
- B. Accept audit of 2014 financial records
- C. Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services
- D. (Acting as Liquor Licensing Authority) Liquor license renewals: Farm Fresh Café and Steakhouse, Fiesta Guadalajara, Big Kids Corner Bar
- E. (Acting as Liquor Licensing Authority) Order staying suspension of liquor license of Big Kids Corner Bar
- F. Accounts Payable
- G. Financial Report
- H. Authorize City Manager to submit Energy and Mineral Impact Assistance Fund grant application for compressed natural gas fleet equipment - Resolution No. 19, Series of 2015

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

CITIZEN COMMENTS

John Scalzo suggested that the City apply herbicide to weeds, then burn the dead weeds.

There were no other citizen comments.

RECEIVE PRESENTATION ON USA PRO CHALLENGE YOUTH CRITERIUM

John Leybourne presented information about the USA Pro Challenge Youth Criterium that will take place in Rifle on August 15.

(ACTING AS LIQUOR LICENSING AUTHORITY) PUBLIC HEARING – CONSIDER APPLICATION BY NATALIE WILSON ENTERPRISES, LLC, D/B/A OLIVE RIDLEY’S COFFEE AND TEA COMPANY FOR BEER AND WINE LICENSE AT 228 RAILROAD AVENUE, UNIT C

Mayor Winkler opened the public hearing. Councilor Miller moved to continue to August 19 the hearing on the application by Natalie Wilson Enterprises, LLC, d/b/a Olive Ridley’s Coffee and Tea Company for a beer and wine license at 228 Railroad Avenue, Unit C; seconded by Councilor Rice. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Rice, Winkler

RECEIVE UPDATE ON RAILROAD AVENUE

City Manager Matt Sturgeon provided an update on a storm sewer line leaking beneath Railroad Avenue.

CONSIDER APPOINTING REPRESENTATIVE(S) TO COLORADO MUNICIPAL LEAGUE POLICY COMMITTEE

Councilor Clifton moved to appoint Councilor Elliott as the City of Rifle representative, and Assistant City Manager Kimberly Bullen as the City of Rifle alternate, to the Colorado Municipal League (CML) Policy Committee; seconded by Councilor Carter. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Rice, Winkler

ADMINISTRATIVE REPORTS

City Manager Matt Sturgeon reported on the Colorado Municipal League District 11 meeting that the Town of Silt will host on September 9.

Human Resources Director/City Clerk Lisa Hamilton updated Council on the municipal election.

City Attorney Jim Neu discussed with Council the process for replacing the late Dirk Myers on Council.

Police Chief John Dyer thanked area law enforcement agencies for mutual aid during the County Fair.

COMMENTS FROM MAYOR AND COUNCIL

Councilors extended their condolences to the family of Dirk Myers.

EXECUTIVE SESSION WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B)

Councilor Miller moved to adjourn to executive session to receive legal advice; seconded by Councilor Elliott (7:43 p.m.). Roll Call: Yes – Carter, Clifton, Elliott, Miller, Rice, Winkler

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:16 p.m.

Lisa K. Hamilton
City Clerk

Randy Winkler
Mayor

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, FINDING THE GRAND RIVER HOSPITAL DISTRICT
ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH
STATE STATUTES AND SETTING A REVISED PUBLIC HEARING ON SAID
PETITION.

WHEREAS, in June 2015, the Grand River Hospital District filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Grand River Hospital District Annexation described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City planning staff advised the Council that after a review of the annexation Petition and map, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. §31-12-107; and

WHEREAS, by Resolution No. 17, Series of 2015 the City Council made the following findings and set a hearing date for August 5, 2015, which hearing date needs to be rescheduled as set forth in Section 3 below; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Rifle, Colorado.
2. The requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:
 - A. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Rifle, Colorado.
 - B. A community of interest exists between the area proposed to be annexed and the City of Rifle, Colorado.
 - C. The area proposed to be annexed is urban or will be urbanized in the near future.
 - D. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Rifle, Colorado.
3. The requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:

- A. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
- (1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - (2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- B. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Rifle, Colorado, of all or part of the territory proposed to be annexed.
- C. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- D. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Rifle more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Rifle has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Rifle, Colorado, of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

- A. A written legal description of the boundaries of the area proposed to be annexed to the City of Rifle, Colorado;
- B. The boundary of the area proposed to be annexed to the City of Rifle, Colorado;
- C. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
- D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Rifle, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Rifle, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

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

- 1. The City incorporates the foregoing recitals as findings by the City Council.
- 2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.
- 3. The City Council of the City of Rifle, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. §31-12-104 and §31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on **October 7, 2015**, commencing at the hour of 7 p.m. in the City Council Chambers, 202 Railroad Avenue, Rifle, Colorado.
- 4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Rifle, Colorado.
- 5. The City Clerk of the City of Rifle, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. §31-12-108(2), as

amended, to be published once a week for four (4) successive weeks in the *Citizen Telegram*, a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the City Clerk to the board of county commissioners and to the county attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of August, 2015.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Block 2

KENDALL HEIGHTS ADDITION

To the City of Rifle

Parcel B:

Township 6 South, Range 93 West of the 6th Principal Meridian

Section: 16 NE1/4NE1/4 and Lot 1

Section: 15: NW1/4NW1/4

NOTE: See Requirements

County of Garfield, State of Colorado

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 22
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, FINDING THE RIFLE ANIMAL SHELTER ANNEXATION
PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES
AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in August 2015, the Maurice and Eileen Brown filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Rifle Animal Shelter Annexation described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City planning staff advised the Council that after a review of the annexation Petition and map, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. §31-12-107; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Rifle, Colorado.
2. The requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:
 - A. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Rifle, Colorado.
 - B. A community of interest exists between the area proposed to be annexed and the City of Rifle, Colorado.
 - C. The area proposed to be annexed is urban or will be urbanized in the near future.
 - D. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Rifle, Colorado.
3. The requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:
 - A. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

- (1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - (2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- B. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Rifle, Colorado, of all or part of the territory proposed to be annexed.
- C. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- D. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Rifle more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Rifle has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Rifle, Colorado, of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

- A. A written legal description of the boundaries of the area proposed to be annexed to

the City of Rifle, Colorado;

- B. The boundary of the area proposed to be annexed to the City of Rifle, Colorado;
- C. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
- D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Rifle, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Rifle, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.
3. The City Council of the City of Rifle, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. §31-12-104 and §31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on **October 7, 2015**, commencing at the hour of 7 p.m. in the City Council Chambers, 202 Railroad Avenue, Rifle, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Rifle, Colorado.
5. The City Clerk of the City of Rifle, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. §31-12-108(2), as amended, to be published once a week for four (4) successive weeks in the *Citizen Telegram*, a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the City Clerk to the board of county commissioners and to the county attorney and to any special district

or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of August, 2015.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A PARCEL OF LAND SITUATE IN THE E1/2 OF THE NE1/4 OF SECTION 8,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD,
STATE OF COLORADO

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE
S16°27'54"W 2045.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE
N88°15'15"W 707.71 FEET TO A POINT ON THE SOUTHERLY COUNTY ROAD
RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE
N15°17'01"E 156.40 FEET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY
LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF
586.60 FEET, AN ARC LENGTH OF 217.77 FEET, CHORD BEARS N26°06'26"E
216.52 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE
S58°18'56"E 84.48 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT
HAVING A RADIUS OF 75.01 FEET, AN ARC LENGTH OF 70.13 FEET, CHORD
BEARS S85°06'02"E 67.60 FEET; THENCE ALONG THE ARC OF A CURVE TO
THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 217.71
FEET, CHORD BEARS N89°18'06"E 212.97 FEET; THENCE S69°54'29"E 31.03
FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 75.00 FEET, AN ARC LENGTH OF 96.75 FEET, CHORD BEARS
S32°57'04"E 90.18 FEET; THENCE S04°00'21"W 54.48 FEET; THENCE ALONG
THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN
ARC LENGTH OF 64.82 FEET, CHORD BEARS S20°45'08"E 62.82 FEET;
THENCE S45°30'37"E 171.08 FEET TO THE POINT OF BEGINNING. SAID
PARCEL OF LAND CONTAINING 3.969 ACRES, MORE OR LESS.



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

From: Lisa Hamilton, City Clerk

Date: Friday, August 14, 2015

Subject: Liquor License Renewals

THESE BUSINESSES HAVE FILED LIQUOR LICENSE RENEWAL APPLICATIONS:

<u>Business Name/Address</u>	<u>Type of License</u>
Loyal Order of Moose Lodge No. 1345 133 E 3 rd St	Club
Walmart Stores, Inc. 1000 Airport Road	3.2% Beer Off Premises
Black Bear Liquors 1250 Railroad Ave	Liquor Store

These criteria have been met by these businesses:

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

I recommend approval of these renewal applications.

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

LOYAL ORDER OF MOOSE LODGE NO 1345
 133 E 3RD ST
 RIFLE CO 81650-2317

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

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 LOYAL ORDER OF MOOSE LODGE NO 1345		DBA LOYAL ORDER OF MOOSE LODGE NO 1345	
Liquor License # 04195520001	License Type Club License (city)	Sales Tax License # 04195520001	Expiration Date 9/24/2015
Street Address 133 E 3RD ST RIFLE CO 81650-2317		Due Date 8/10/2015	
Mailing Address 133 E 3RD ST RIFLE CO 81650-2317		Phone Number (303) 625 5508	
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 DAVID KEITHLEY	Title ADMINISTRATOR
Signature <i>David Keithley</i>	Date 07/07/2015

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

7/7/2015

Loyal Order of Moose #1345
133 East 3rd Street
Rifle CO 81650

Colorado Dept of Revenue
Liquor Enforcement Division

To Whom It May Concern:

We the Loyal Order of Moose #1345

Liquor License #04195520001

Changed Notes on the building from Greg Tamburello to Vectra Bank

Vectra Bank
801 Grand Ave.
Glenwood Springs CO 81601
Loan Officer Marie Rodriguez

We the Loyal Order of Moose #1345 needed a new roof, hence forth a new loan at a reduced interest rate.

If you have any question or concern please feel free to contact us.

Sincerely



David Keithley
Administrator

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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

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 GMT Investments, LLC		DBA Black Bear Liquors		
Liquor License # 4703429	License Type Liquor Store (City)	Sales Tax License # 30656313-0000	Expiration Date 9/15/2015	Due Date 8/11/2015
Street Address 1250 Railroad Avenue, Rifle, CO 81650				Phone Number 970-625-2066
Mailing Address 825 Cactus Court, Rifle, CO 81650				
Operating Manager Randy Taruffelli	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 July 2018
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 Randall W. Taruffelli	Title Owner/Manager
Signature 	Date 7/31/2015

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

WALMART #5232
 702 SW 8TH ST DEPT 8916
 BENTONVILLE AR 72716-6209

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 WAL MART STORES INC		DBA WALMART #5232		
Liquor License # 09495180072	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 09495180072	Expiration Date 9/18/2015	Due Date 8/4/2015
Street Address 1000 AIRPORT RD RIFLE CO 81650-8407				Phone Number (970) 625 5367
Mailing Address 702 SW 8TH ST DEPT 8916 BENTONVILLE AR 72716-6209				
Operation Manager Kain Steward	Date of Birth	Home Address	Phone Number	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business [Signature]	Title Licensing Compliance Mgr
Signature [Signature]	Date 7/29/15

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

WAL-MART STORES, INC
CORPORATE OFFICERS

NAME AND TITLE	BUSINESS ADDRESS
Doug McMillon President & CEO Director	702 S.W. 8 th Street Bentonville, AR 72716
Phyllis Harris Sr.VP & Chief Compliance Officer	702 S.W. 8 th Street Bentonville, AR 72716
Brad Sikorski Treasurer	702 S.W. 8 th Street Bentonville, AR 72716
Amy Thrasher Assistant Secretary	702 S.W. 8 th Street Bentonville, AR 72716
Andrea Lazenby Assistant Secretary	702 S.W. 8 th Street Bentonville, AR 72716

The above officers / directors own less than 1% stock of Wal-Mart Stores, Inc., a public corporation.

Store Type	Store #	Store Address	Store City	State	Zip	State Lic. Type	State Lic. #	Exp. Date	County	City Lic. Type	City Lic. #	City Exp. Date	FEIN #
Supercenter	842	4200 DILLON DR	PUEBLO	CO	81008	3.2 Beer	09-49518-0055	8/26/2014	Pueblo County	3.2 BEER	09-49518-55P	8/26/2014	71-0415188
Supercenter	869	3333 CLARK ST	ALAMOSA	CO	81101	3.2 Beer	09-49518-0002	4/18/2014	Alamosa County	3.2 BEER	n/a	4/18/2014	71-0415188
Supercenter	905	1285 KEN PRATT BLVD	LONGMONT	CO	80501	3.2 Beer	09-49518-0003	12/20/2014	Boulder County	3.2 BEER	09-49518-0098	12/20/2014	71-0415188
Supercenter	921	7865 W US HIGHWAY 50	SALIDA	CO	81201	3.2 Beer	09-49518-0005	9/17/2013	Chaffee County	3.2 BEER	09-49518-0003	9/17/2013	71-0415188
Supercenter	924	1510 W MAIN ST	STERLING	CO	80751	3.2 Beer	09-49518-0007	7/10/2014	Logan County	3.2 BEER	1099	7/10/2014	71-0415188
Supercenter	953	1325 DENVER AVE	LOVELAND	CO	80537	3.2 Beer	09-49518-0009	3/25/2014	Larimer County	3.2 BEER	n/a	3/25/2014	71-0415188
Supercenter	962	7921 TOUPEL DR	TRINIDAD	CO	81082	3.2 Beer	09-49518-0008	4/22/2014	Larimer County	3.2 BEER	0239	4/22/2014	71-0415188
Supercenter	966	1835 E MAIN ST	GREELEY	CO	80631	3.2 Beer	09-49518-0010	1/12/2014	Weld County	3.2 BEER	8095	1/12/2014	71-0415188
Supercenter	980	3103 S 23RD AVE	CASTLE ROCK	CO	80104	3.2 Beer	09-49518-0010	8/14/2013	Montezuma County	3.2 BEER	09-49518-0011	8/14/2013	71-0415188
Supercenter	984	133 SAM WALTON LANE	FRISCO	CO	80443	3.2 Beer	09-49518-0012	6/23/2014	Douglas County	3.2 BEER	08495180010	6/23/2014	71-0415188
Supercenter	986	840 SUMMIT BLVD	PUEBLO	CO	81005	3.2 Beer	09-49518-0013	6/19/2014	Summit County	3.2 BEER	n/a	6/19/2014	71-0415188
Supercenter	1001	4080 W NORTHERN AVE	LOVELAND	CO	80538	3.2 Beer	09-49518-0089	8/27/2014	Larimer County	3.2 BEER	n/a	8/27/2014	71-0415188
Supercenter	1008	250 W 65TH ST	CANON CITY	CO	81212	3.2 Beer	09-49518-0015	5/18/2014	Fronton County	3.2 BEER	09-49518-0015	5/18/2014	71-0415188
Supercenter	1019	3105 E US HIGHWAY 50	LAFAYETTE	CO	80026	3.2 Beer	09-49518-0016	8/23/2014	Moutrose County	3.2 BEER	09-49518-0016	8/23/2014	71-0415188
Supercenter	1045	745 US HIGHWAY 287	MONTROSE	CO	81401	3.2 Beer	09-49518-0017	10/15/2014	Garfield County	3.2 BEER	1050	10/15/2014	71-0415188
Supercenter	1058	16750 S TOWNSEND AVE	GLENWOOD SPRINGS	CO	81601	3.2 Beer	09-49518-0018	9/16/2014	Eagle County	3.2 BEER	2065	9/16/2014	71-0415188
Wal-Mart	1095	3010 BLAKE AVE	AVON	CO	81620	3.2 Beer	09-49518-0019	6/16/2014	Pueblo County	3.2 BEER	654	6/16/2014	71-0415188
Supercenter	1199	171 YODER AVENUE	COLORADO SPRINGS	CO	80909	3.2 Beer	09-49518-0021	5/27/2014	El Paso County	3.2 BEER	BE-0039	5/27/2014	71-0415188
Supercenter	1200	3201 E PLATTE AVE	THOMPTON	CO	80229	3.2 Beer	09-49518-0022	11/17/2013	Adams County	3.2 BEER	BE-0039	11/17/2013	71-0415188
Supercenter	1231	9901 GRANT ST	HIGHLANDS RANCH	CO	80130	3.2 Beer	09-49518-0047	5/1/2014	Douglas County	3.2 BEER	882	5/1/2014	71-0415188
Supercenter	1252	6675 BUSINESS CENTER DR	FOUNTAIN	CO	80817	3.2 Beer	09-49518-0025	6/8/2014	El Paso County	3.2 BEER	10-764	6/8/2014	71-0415188
Supercenter	1273	6310 S US HIGHWAY 85-87	GRAND JUNCTION	CO	81501	3.2 Beer	09-49518-0094	12/17/2013	Denver County	4.2 BEER	5020317	12/17/2013	71-0415188
Supercenter	1280	2881 NORTH AVE	LITTLETON	CO	80123	3.2 Beer	09-49518-0094	3/29/2014	Otero County	3.2 BEER	n/a	3/29/2014	71-0415188
Wal-Mart	1308	7700 W QUINCY AVE	LA JUNTA	CO	81050	3.2 Beer	09-49518-0029	9/9/2014	El Paso County	3.2 BEER	1568	9/9/2014	71-0415188
Supercenter	1384	6 CONLEY ST	COLORADO SPRINGS	CO	80905	3.2 Beer	09-49518-0030	7/27/2014	Arapahoe County	3.2 BEER	168133	7/27/2014	71-0415188
Wal-Mart	1434	707 S 8TH ST	AURORA	CO	80012	3.2 Beer	09-49518-0030	9/17/2014	Arapahoe County	3.2 BEER	10-40	9/17/2014	71-0415188
Wal-Mart	1492	14000 E EXPOSITION AVE	GLUNNISON	CO	81220	3.2 Beer	09-49518-0031	7/27/2014	Arapahoe County	3.2 BEER	622	7/27/2014	71-0415188
Supercenter	1550	900 N MAIN ST	BRIGHTON	CO	80015	3.2 Beer	09-49518-0032	12/16/2013	Arapahoe County	3.2 BEER	130419	12/16/2013	71-0415188
Supercenter	1659	60 W BROWLEY LN	AURORA	CO	80487	3.2 Beer	09-49518-0035	9/17/2014	Routt County	3.2 BEER	2010-56	9/17/2014	71-0415188
Wal-Mart	1898	1808 CENTRAL PARK DRIVE	STEAMBOAT SPRINGS	CO	80487	3.2 Beer	09-49518-0035	2/4/2014	El Paso County	3.2 BEER	700806	2/4/2014	71-0415188
Supercenter	1896	8250 RAZORBACK RD	COLORADO SPRINGS	CO	80920	3.2 Beer	09-49518-0037	9/21/2014	Jefferson County	3.2 BEER	09-49518-0038	9/21/2014	71-0415188
Supercenter	2125	7455 W COLFAK AVE	LAKEWOOD	CO	80214	3.2 Beer	09-49518-0046	6/28/2014	La Plata County	3.2 BEER	10678	6/28/2014	71-0415188
Supercenter	2223	9499 SHERIDAN BLVD	WESTMINSTER	CO	80231	3.2 Beer	09-49518-0051	9/29/2014	Jefferson County	3.2 BEER	162301	9/29/2014	71-0415188
Supercenter	2270	1155 S CAMINO DEL RIO	DURANGO	CO	81303	3.2 Beer	09-49518-0048	10/8/2014	Prowers County	4.2 BEER	2639	10/8/2014	71-0415188
Supercenter	2293	952 SWEDE GULCH RD	LAMAR	CO	80439	3.2 Beer	09-49518-0054	9/29/2014	Larimer County	3.2 BEER	3059	9/29/2014	71-0415188
Supercenter	2672	1437 E OLIVE ST	FAVAR	CO	80524	3.2 Beer	09-49518-0059	10/17/2014	Arapahoe County	3.2 BEER	177857	10/17/2014	71-0415188
Supercenter	2729	1250 E MAGNOLIA ST	PORT COLLINS	CO	80110	3.2 Beer	09-49518-0058	12/2/2013	Arapahoe County	3.2 BEER	09-49518-0059	12/2/2013	71-0415188
Wal-Mart	2751	601 ENGLEWOOD PKWY	ENGLEWOOD	CO	80122	3.2 Beer	09-49518-0057	10/6/2014	Douglas County	3.2 BEER	11907	10/6/2014	71-0415188
Supercenter	2752	5990 DARTLA ST	COMMERCIAL CITY	CO	80134	3.2 Beer	09-49518-0056	9/12/2013	Adams County	3.2 BEER	305	9/12/2013	71-0415188
Supercenter	2892	11101 S PARKER RD	PARKER	CO	80132	3.2 Beer	09-49518-0084	9/8/2014	El Paso County	3.2 BEER	01062012	9/8/2014	71-0415188
Supercenter	3313	10900 E BRIARWOOD AVE	MONUMENT	CO	80112	3.2 Beer	09-49518-0084	1/6/2014	Arapahoe County	3.2 BEER	09-49518-0084	1/6/2014	71-0415188
Supercenter	3382	78 N MCCULLOCH BLVD	PUEBLO WEST	CO	81007	3.2 Beer	09-49518-0082	1/22/2014	Pueblo County	4.2 BEER	2800	1/22/2014	71-0415188
Supercenter	3533	7800 SMITH RD	DENVER	CO	80207	3.2 Beer	09-49518-0062	1/22/2014	Denver County	4.2 BEER	100735	1/22/2014	71-0415188
Supercenter	3566	9400 E HAMPPEN AVE	DENVER	CO	80231	3.2 Beer	09-49518-0061	8/20/2014	Arapahoe County	3.2 BEER	129991	8/20/2014	71-0415188
Supercenter	3582	1575 SPACE CENTER DR	COLORADO SPRINGS	CO	80915	3.2 Beer	09-49518-0068	9/12/2014	El Paso County	3.2 BEER	716560	9/12/2014	71-0415188
Supercenter	3805	19600 E US HIGHWAY 24	WOODLAND PARK	CO	80863	3.2 Beer	09-49518-0088	8/22/2014	Teller County	3.2 BEER	09-49518-0088	8/22/2014	71-0415188
Supercenter	3824	7155 SHERIDAN BLVD	WESTMINSTER	CO	80033	3.2 Beer	09-49518-0091	4/3/2014	Adams County	3.2 BEER	2805501	4/3/2014	71-0415188
Supercenter	3824	7155 SHERIDAN BLVD	WESTMINSTER	CO	80234	3.2 Beer	09-49518-0086	12/6/2013	Adams County	3.2 BEER	2687301	12/6/2013	71-0415188
Supercenter	4284	440 WADSWORTH BLVD	LAKEWOOD	CO	80226	3.2 Beer	09-49518-0085	1/15/2014	Jefferson County	3.2 BEER	09-49518-0085	1/15/2014	71-0415188
Supercenter	4288	4651 W 121ST AVE	BROOMFIELD	CO	80020	3.2 Beer	09-49518-0087	8/5/2014	El Paso County	4.2 BEER	28-2010	8/5/2014	71-0415188
Supercenter	4335	11550 MERIDIAN MARKET VW	FALCON	CO	80831	3.2 Beer	09-49518-0090	10/24/2014	Morral County	3.2 BEER	09-49518-0090	10/24/2014	71-0415188
Supercenter	4377	2000 W VICTORY WAY	GRAIG	CO	81625	3.2 Beer	09-49518-0097	6/21/2014	Adams County	3.2 BEER	BE-0047	6/21/2014	71-0415188
Supercenter	4567	7101 E 128TH AVE	BRIGHTON	CO	80647	3.2 Beer	09-49518-0092	7/14/2014	Larimer County	3.2 BEER	none	7/14/2014	71-0415188
Supercenter	4599	4500 WEITZEL ST	TRINIDAD	CO	80107	3.2 Beer	09-49518-0093	4/21/2014	Larimer County	4.2 BEER	09-49518-0093	4/21/2014	71-0415188
Supercenter	4639	2100 LEGACY CIR	ELIZABETH	CO	80701	3.2 Beer	09-49518-0067	12/31/2013	Morgan County	3.2 BEER	2010-19	12/31/2013	71-0415188
Supercenter	5033	1300 BARILOW RD	FORT MORGAN	CO	80634	3.2 Beer	09-49518-0069	3/20/2014	Weld County	3.2 BEER	State lic#09-49518-0069	3/20/2014	71-0415188
Supercenter	5091	920 47TH AVE	GREENEY	CO	81505	3.2 Beer	09-49518-0075	9/30/2014	Weld County	3.2 BEER	5020316	9/30/2014	71-0415188
Supercenter	5123	5550 E WOODMEN RD	COLORADO SPRINGS	CO	80920	3.2 Beer	09-49518-0079	12/22/2013	El Paso County	3.2 BEER	708427	12/22/2013	71-0415188
Supercenter	5137	6101 S AURORA PKWY	AURORA	CO	80016	3.2 Beer	09-49518-0079	10/25/2014	Arapahoe County	3.2 BEER	141243	10/25/2014	71-0415188

Supercenter	5232	1000 AIRPORT RD	RIFLE	CO	81650	3.2 Beer	09-49518-0072	9/18/2014	Garfield County	3 2 BEER	26-10	9/18/2014	71-0415188
Supercenter	5334	3301 TOWER RD	AURORA	CO	80011	3.2 Beer	09-49518-0081	9/28/2014	Adams County	3 2 BEER	146049	9/28/2014	71-0415188
Supercenter	5341	500 SUMMIT BLVD	BROOMFIELD	CO	80021	3.2 Beer	09-49518-0077	8/4/2014	Broomfield County	3 2 BEER	49-2010	8/4/2014	71-0415188
Supercenter	5370	2514 MAIN ST	LONGMONT	CO	80504	3.2 Beer	09-49518-0083	2/28/2014	Boulder County	3 2 BEER	09-49518-0083	2/28/2014	71-0415188
Supercenter	5458	37 STAFFORD LN	DELTA	CO	81416	3.2 Beer	09-49518-0078	8/24/2014	Delta County	3 2 BEER	none	8/24/2014	71-0415188
Sam's Club	6219	1850 E. WOODSMAN RD	COLORADO SPRINGS	CO	80920	3.2 Beer	12-39986-0011	10/18/2014	El Paso County	3 2 BEER	N/A	10/18/2014	71-0794414
Market	6630	7370 W. N. SAND AVE.	ARVADA	CO	80002	Beer/Wine/Liquor	09-49518-0101	4/20/2014	Jefferson County	BEER WINE LIQUOR	14781	4/20/2014	71-0794414
Market	3020	14605 W 64th Ave	ARVADA	CO	80004	3.2 Beer	09-49518-0102	5/1/2014	Adams County	3 2 BEER	15139	5/1/2014	71-0415188
Market	3128	1442 S Parker Rd	CENTENNIAL	CO	80015	3.2 Beer	09-49518-0101	4/19/2014	Arapahoe County	3 2 BEER	N/A	4/19/2014	71-0415188
Market	3021	2253 S Monaco Pkwy	DENVER	CO	80231	3.2 Beer	09-49518-1000	4/29/2014	Arapahoe County	3 2 BEER	09-49518-0000	4/29/2014	71-0415188
Market	3096	2972 Iis Avenue	DENVER	CO	80222	3.2 Beer	46-00192-0000	9/30/2014	Denver County	3 2 BEER	1066930	9/30/2014	71-0415188
Market	3096	2972 Iis Avenue	BOULDER	CO	80301	3.2 Beer	46-00128-0000	8/24/2014	Boulder County	3 2 BEER	4600128	8/24/2014	71-0415188

Site ID	City	State	Category	Sub-Category	Create Date	Year	Fine	Paid	Inspection ID	Resolution
2270 DURANGO	CO	CO	Alcohol	Sale to Minor	1/14/2012 14:00	2012	0	0	255857	Trained the associates on proper procedures.
2270 DURANGO	CO	CO	Alcohol	Sale to Minor	3/29/2012 11:00	2012	0	0	267757	Trained the associates on proper procedures.
2125 LAKEWOOD	CO	CO	Alcohol	Sale to Minor	10/3/2012 19:45	2012	0	0	296515	Store is working to correct issues.
2125 LAKEWOOD	CO	CO	Alcohol	Sale to Minor	10/3/2012 19:45	2012	0	0	296515	Performed Investigation with Operations
1273 FOUNTAIN	CO	CO	Alcohol	Sale to Minor	10/17/2012 20:30	2012	0	0	298735	Store is working to correct issues.
2125 LAKEWOOD	CO	CO	Alcohol	Sale to Minor	4/19/2013 18:15	2013	324.82	324.82	330835	Home Office Needs to pay Fee/Fine.
5341 BROOMFIELD	CO	CO	Alcohol	Sale to Minor	12/21/2013 10:15	2013	0	0	375024	Performed Investigation with Operations
921 SALIDA	CO	CO	Alcohol	Sale to Minor	1/11/2014 14:00	2014	0	0	378007	Performed Investigation with Operations
2892 PARKER	CO	CO	Alcohol	Sale to Minor	3/18/2014 12:15	2014	318	318	392771	Performed Investigation with Operations
4567 BRIGHTON	CO	CO	Alcohol	Sale to Minor	3/26/2014 16:45	2014	450	450	394762	Performed Investigation with Operations
953 LOVELAND	CO	CO	Alcohol	Sale to Minor	7/31/2014 20:30	2014	1744	1744	423243	Performed Investigation with Operations
3867 WESTMINSTER	CO	CO	Alcohol	Sale to Minor	9/17/2014 9:45	2014	0	0	432843	No Issues to Resolve



Nathalie Gutierrez
Specialist, Licensing Compliance
702 SW 8th Street
Bentonville, AR 72716
Phone 479.258.6107
Fax 479.277.9068
Email: Nathalie.Gutierrez@walmart.com

July 10, 2015

City of Rifle
Alcohol License Renewal
202 Railroad Ave.
Rifle, CO 81650

RE: Alcohol License Renewals for Walmart # 5232

Enclosed, please find the license renewal application and check for the amount specified.

Please send permits and all correspondence to the following address:

*Wal-Mart Stores Inc
Attn: Nathalie Gutierrez
702 SW 8th St. Dept. 8916
Bentonville, AR 72716-0500*

If you have to mail the license direct to the licensed premises, please mail a copy to the above referenced address or fax a copy to (479) 277-9068 for our records.

If you need additional information, please contact me at 479.258.6107 or by email at Nathalie.Gutierrez@walmart.com

Sincerely,

Nathalie Gutierrez
Licensing Compliance Specialist
Wal-Mart Stores, Inc.
Enclosure

Location: 702 SW 8th St. Dept. 8916, Bentonville, AR 72716-0500
Phone: (479) 258-6107 **Fax:** (479) 277-9068 **Email:** Nathalie.Gutierrez@walmart.com

"To Save People Money So They Can Live Better."



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

From: Lisa Hamilton, Human Resources Director/City Clerk

Date: Friday, August 14, 2015

Subject: Registration of Manager Mark Montgomery at Eagle Springs Organic d/b/a Farm Fresh Café & Steakhouse (Banquet Hall)

Eagle Springs Organic d/b/a Farm Fresh Café & Steakhouse has filed an application to register Mark Montgomery as manager of the liquor licensed premises at 1733A Railroad Avenue (the banquet hall).

A background check on Mr. Montgomery revealed no negative items.

Staff recommends that Council approve Farm Fresh Café & Steakhouse's application to register Mark Montgomery as manager of the liquor licensed premises at 1733A Railroad Avenue.

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703155
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 0
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a

<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	PRESENT LICENSE NUMBER
---	---------------------------------------

2. Name of Licensee Eagle Springs Organic LLC	3. Trade Name Farm Fresh Cafe & Steakhouse
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4. Location Address
~~1725 Railroad Ave~~ 1733A Railroad Avenue

City Rifle	County Garfield	ZIP 81650
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

Section C

• License Account No. <u>4703155</u> 1983-750 (999) <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) . 50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	

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

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

INSTRUCTION SHEET

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

Section A

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

Section B

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

Section C

Check the appropriate box in section C and proceed below.

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

STORAGE PERMIT

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

- Retail Warehouse Permit for:**
 - On-Premises Licensee (Taverns, Restaurants etc.)
 - Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____
 City _____, County _____, Zip _____

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

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

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

7. Change of Location

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

Date filed with Local Authority _____ Date of Hearing _____

(a) Address of current premises _____
 City _____ County _____ Zip _____

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

(c) New mailing address if applicable.
 Address _____
 City _____ County _____ State _____ Zip _____

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

CHANGE TRADE NAME OR CORPORATE NAME

CHANGE OF LOCATION

CHANGE OF MANAGER

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

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

Former manager's name Steve DeForest

New manager's name Mark Montgomery

(b) Date of Employment 11/11/2012

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

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

If yes, give name and location of establishment _____

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

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

(a) Describe change proposed _____

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

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

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

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

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

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

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

..... Yes No

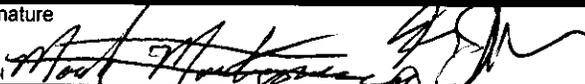
(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

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

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

OATH OF APPLICANT

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

Signature 	Title <u>Manager CEO</u>	Date <u>4-30-15</u>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

Local Licensing Authority (City or County)	Date filed with Local Authority
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Signature	Title	Date
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REPORT OF STATE LICENSING AUTHORITY

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

Signature	Title	Date
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INDIVIDUAL HISTORY RECORD

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

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

1. Name of Business Eagle Springs Organic dba Farm Fresh and Steakhouse				
2. Your Full Name (last, first, middle) Montgomery, Mark, Anthony			3. List any other names you have used.	
4. Mailing address (if different from residence) 808 Park Ave Rifle CO 81650				
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).				
STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current 808 Park Ave		Rifle, CO 81650	1992	present
Previous				
6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)				
NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Outwest Meats and Seafood	216 W 2nd Ave	Manager	2009	2012
Eagle Springs Meats	1733 Railroad Ave Rifle	Manager	2012	present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE	
none				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)
 Yes No
deferred sentence for concealed weapon (knife in pocket) 1981

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)
 Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)
 Yes No

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

13a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
e. If Naturalized, State where	f. When	g. Name of District Court	
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state	

14. Financial information. N/A - Manager registration
 a. Total purchase price \$ _____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

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

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

Type: Cash, Services or Equipment	Source	Amount

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Mark Montgomery</i>	Title <i>Manager</i>	Date 11/19/2014
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To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Hamilton, Human Resources Director/City Clerk

Date: Friday, August 14, 2015

Subject: Registration of Manager Joshua Halper at Eagle Springs Organic d/b/a Farm Fresh Café & Steakhouse

Eagle Springs Organic d/b/a Farm Fresh Café & Steakhouse has filed an application to register Joshua Halper as manager of the liquor licensed premises at 1733C Railroad Avenue (the steakhouse).

A background check on Mr. Halper revealed no negative items.

Staff recommends that Council approve Farm Fresh Café & Steakhouse's application to register Joshua Halper as manager of the liquor licensed premises at 1733C Railroad Avenue.

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4701766

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ 0

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

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	PRESENT LICENSE NUMBER
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2. Name of Licensee Eagle Springs Organic LLC	3. Trade Name Farm Fresh Cafe & Steakhouse
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4. Location Address
 1733C Railroad Ave

City Rifle	County Garfield	ZIP 81650
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

Section C

• License Account No. 4701766

1983-750 (999) Manager's Registration (Hotel & Restr.) ..\$75.00

2012-750 (999) Manager's Registration (Tavern).....\$75.00

Change of Manager (Other Licenses) NO FEE

2210-100 (999) Retail Warehouse Storage Permit (ea) \$100.00

2200-100 (999) Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) Change Corp. or Trade Name Permit (ea) . 50.00

2230-100 (999) Change Location Permit (ea)..... 150.00

2280-100 (999) Change, Alter or Modify Premises
 \$150.00 x _____ Total Fee _____

2220-100 (999) Addition of Optional Premises to Existing H/R
 \$100.00 x _____ Total Fee _____

1988-100 (999) Addition of Related Facility to Resort Complex
 \$75.00 x _____ Total Fee _____

Section B – Duplicate License

• Liquor License No. _____

2270-100 (999) Duplicate License\$50.00

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

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

INSTRUCTION SHEET

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

Section A

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

Section B

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

Section C

Check the appropriate box in section C and proceed below.

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

STORAGE PERMIT

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

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

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

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

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

CHANGE OF LOCATION

7. Change of Location

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

Date filed with Local Authority _____ Date of Hearing _____

(a) Address of current premises _____

City _____ County _____ Zip _____

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

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

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

CHANGE OF MANAGER

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

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

Former manager's name Thomas Charles Turner

New manager's name Joshua Halper

(b) Date of Employment 6/1/2015

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

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

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

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

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

(a) Describe change proposed _____

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

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

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

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

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

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

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

..... Yes No

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

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

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 CEO	Date 7/4/2015
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

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

Signature	Title	Date
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REPORT OF STATE LICENSING AUTHORITY

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

Signature	Title	Date
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INDIVIDUAL HISTORY RECORD

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

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

1. Name of Business
 Farm Fresh Cafe

2. Your Full Name (last, first, middle) 3. List any other names you have used.
 Halzer Joshua, Michael

4. Mailing address (if different from residence)
 1733 Railroad Ave.

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 46705 Hwy 6	Glenwood Springs, 81601	4-5-15	Current
Previous 155 Shambhala Way	Red Feathers Lakes, Co. 80545	7-1-14	2-1-15

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

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Farm Fresh Cafe	1733 Railroad Ave.	General Manager	6-8-15	Current
Shambhala Mountain Center	151 Shambhala Way	Director of Support Serv.	7-14-15	2-1-15
Dynamowave Corp	2520 Keneville Ct.	Chief Operations Officer	10-1-12	2-1-14

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. Yes No

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

Yes No

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

Yes No

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

Yes No

PERSONAL AND FINANCIAL INFORMATION

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

13a. Date of Birth		b. Social Security Number SSN		c. Place of Birth		d. U.S. Citizen?	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state	

14. Financial Information.

a. Total purchase price \$ 0 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ 0

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 0

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

Type: Cash, Services or Equipment	Source	Amount

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Jakia M. Halper</i>	Title General Manager	Date 7/4/15
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MEMO
From the desk of
Lynn Miller
Utility Billing/Cemetery Management

Date: August 11, 2015

To: City Council

Re.: Conveyance of Cemetery spaces

On July 28th, 2015 Shirley & Richard Pitman came to us requesting to sell back to the City 2 cemetery spaces, pursuant RMC 11-7-50 (11).

The Pitman's purchased 3 spaces in March of 1998. Of these spaces 1 is occupied. Since they now live in Kansas City and intend to be laid to rest there, they feel no need to retain ownership of the remaining 2 space located in Block 2, Lot 28, Spaces 2 & 3. The purchase price in 1998 was \$310 space price and \$210 perpetual care per space. The total cost to purchase back the spaces would be \$1040.00.

Regards,

A handwritten signature in blue ink that reads "Lynn Miller". The signature is written in a cursive, flowing style.



MEMORANDUM

To: Matt Sturgeon, City Manager
 From: Marcia Arnhold, Interim Finance Director
 Date: August 19, 2015
 Subject: Sales, Use, and Lodging Tax Report

Please see below the sales, use and lodging tax receipts through July 2015. Below is a monthly comparison of 2014 to 2015. Sales tax increased 15 %, Use tax decreased by 26%, and lodging tax increased by 3%. For the month, overall taxes increased by 10% and year-to date taxes have seen an increase of 1% from the July 2014 sales tax that was reported.

**Sales Tax Report
 Prior Year Comparison
 July receipts for June returns**

Business Category	July receipts for June returns			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Bars and Restaurants	72,429	72,417	0%	\$ 440,164	\$ 431,149	-2%
Car Parts and Sales	41,416	51,576	25%	302,901	295,006	-3%
Excise		5,960			31,304	
Food	102,177	107,001	5%	622,001	684,030	10%
General Retail	262,950	337,306	28%	1,758,007	1,961,396	12%
Hardware	16,979	21,117	24%	123,440	98,203	-20%
Liquor Stores	23,664	24,394	3%	122,653	130,870	7%
Motels	28,791	29,693	3%	116,329	122,732	6%
Oil & Gas	27,728	24,548	-11%	283,962	163,991	-42%
Leasing/Misc	15,323	18,885	23%	163,370	103,814	-36%
Utilities	53,299	47,165	-12%	389,392	349,665	-10%
Total	\$ 644,754	\$ 740,062	15%	\$ 4,322,219	\$ 4,372,160	1%



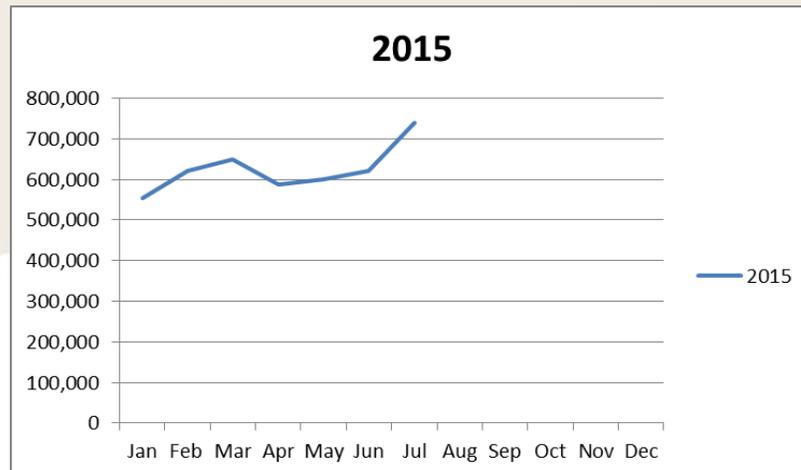
**Building and Motor Vehicle Use Taxes
Prior Year Comparison**

Business Category	For Sales in June			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Building Use Taxes	30,755	14,010	-54%	\$68,831	\$52,888	-23%
Motor Vehicle Use Tax	50,801	46,347	-9%	346,666	379,892	10%
Total Use Tax	\$ 81,556	\$ 60,357	-26%	\$ 415,498	\$ 432,780	4%

**Lodging Taxes
Prior Year Comparison**

Business Category	July receipts for June returns			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Lodging Taxes	16,912	17,344	3%	\$70,057	\$68,142	-3%
Total Lodging Tax	\$ 16,912	\$ 17,344	3%	\$ 70,057	\$ 68,142	-3%

Total Sales, Use, Lodg	\$ 743,223	\$ 817,763	10%	\$ 4,807,773	\$ 4,873,081	1%
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CITY OF RIFLE
FUND SUMMARY
FOR THE 7 MONTHS ENDING JULY 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL REVENUES	3,829,722.33	3,829,722.33	7,189,845.00	3,360,122.67	53.3
	3,829,722.33	3,829,722.33	7,189,845.00	3,360,122.67	53.3
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	45,943.19	45,943.19	66,828.00	20,884.81	68.8
CITY CLERK	86,043.14	86,043.14	172,806.00	86,762.86	49.8
MUNICIPAL COURT	98,409.11	98,409.11	186,097.00	87,687.89	52.9
CITY MANAGER	110,617.71	110,617.71	189,624.00	79,006.29	58.3
GOVERNMENT AFFAIRS	80,422.01	80,422.01	140,596.00	60,173.99	57.2
FINANCE	285,583.62	285,583.62	507,171.00	221,587.38	56.3
ATTORNEY	91,064.59	91,064.59	205,000.00	113,935.41	44.4
PLANNING/ZONNING	136,836.44	136,836.44	271,965.00	135,128.56	50.3
CITY HALL	88,266.13	88,266.13	200,150.00	111,883.87	44.1
GROUNDS AND FACILITY MAINT.	30,884.96	30,884.96	83,734.00	52,849.04	36.9
COMMUNITY ACCESS TV	68,887.70	68,887.70	189,276.00	120,388.30	36.4
POLICE	1,403,875.93	1,403,875.93	2,446,966.00	1,043,090.07	57.4
JUSTICE CENTER BLDG. OPERATION	30,299.65	30,299.65	83,000.00	52,700.35	36.5
BUILDING INSPECTIONS	58,511.49	58,511.49	87,278.00	28,766.51	67.0
STREETS	523,559.34	523,559.34	1,232,075.00	708,515.66	42.5
PW - ENGINEERING	146,422.70	146,422.70	188,031.00	41,608.30	77.9
ANIMAL SHELTER	56,914.63	56,914.63	77,559.00	20,644.37	73.4
CEMETERY O & H	48,973.49	48,973.49	77,051.00	28,077.51	63.6
SENIOR CENTER	333,315.06	333,315.06	504,731.00	171,415.94	66.0
PARK MAINTENANCE	3,667.88	3,667.88	.00	(3,667.88)	.0
UTE THEATRE OPERATIONS	78,084.19	78,084.19	192,730.00	114,645.81	40.5
NON DEPARTMENTAL	411,693.09	411,693.09	604,017.00	192,323.91	68.2
OPERATING TRANSFERS OUT	5,000.00	5,000.00	5,000.00	.00	100.0
	4,223,276.05	4,223,276.05	7,711,685.00	3,488,408.95	54.8
	(393,553.72)	(393,553.72)	(521,840.00)	(128,286.28)	(75.4)

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL REVENUES	577,761.99	577,761.99	1,886,064.00	1,308,302.01	30.6
CAPITAL REVENUES	5,626,554.12	5,626,554.12	5,627,000.00	445.88	100.0
	<u>6,204,316.11</u>	<u>6,204,316.11</u>	<u>7,513,064.00</u>	<u>1,308,747.89</u>	<u>82.6</u>
<u>EXPENDITURES</u>					
PAVED STREETS	292,004.79	292,004.79	2,747,858.00	2,455,853.21	10.6
BOND CONSTRUCTION PROJECT	.00	.00	100,000.00	100,000.00	.0
	<u>292,004.79</u>	<u>292,004.79</u>	<u>2,847,858.00</u>	<u>2,555,853.21</u>	<u>10.3</u>
	<u><u>5,912,311.32</u></u>	<u><u>5,912,311.32</u></u>	<u><u>4,665,206.00</u></u>	<u><u>(1,247,105.32)</u></u>	<u><u>126.7</u></u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TRAIL REVENUE	46,882.39	46,882.39	96,578.00	49,695.61	48.5
	46,882.39	46,882.39	96,578.00	49,695.61	48.5
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.0
	46,882.39	46,882.39	96,578.00	49,695.61	48.5

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	57,290.28	57,290.28	157,150.00	99,859.72	36.5
	57,290.28	57,290.28	157,150.00	99,859.72	36.5
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	55,373.47	55,373.47	410,000.00	354,626.53	13.5
	55,373.47	55,373.47	410,000.00	354,626.53	13.5
	1,916.81	1,916.81	(252,850.00)	(254,766.81)	.8

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

VISITOR IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	60,824.97	60,824.97	111,228.00	50,403.03	54.7
	60,824.97	60,824.97	111,228.00	50,403.03	54.7
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	33,372.31	33,372.31	161,228.00	127,855.69	20.7
	33,372.31	33,372.31	161,228.00	127,855.69	20.7
	27,452.66	27,452.66	(50,000.00)	(77,452.66)	54.9

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

DOWNTOWN DEVELOPMENT AUTH

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
DOWNTOWN DEVELOPMENT	49,693.06	49,693.06	61,830.00	12,136.94	80.4
	49,693.06	49,693.06	61,830.00	12,136.94	80.4
<u>EXPENDITURES</u>					
DOWNTOWN DEVELOPMENT	60,195.41	60,195.41	106,200.00	46,004.59	56.7
	60,195.41	60,195.41	106,200.00	46,004.59	56.7
	(10,502.35)	(10,502.35)	(44,370.00)	(33,867.65)	(23.7)

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CAPITAL IMPROVEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>					
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENTS	(4,024.80)	(4,024.80)	.00	4,024.80	.0
	(4,024.80)	(4,024.80)	.00	4,024.80	.0
	<u>4,024.80</u>	<u>4,024.80</u>	<u>.00</u>	<u>(4,024.80)</u>	<u>.0</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

RIFLE INFORMATION CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
RIFLE INFORMATION REVENUE	80,876.85	80,876.85	180,047.00	99,170.15	44.9
	80,876.85	80,876.85	180,047.00	99,170.15	44.9
<u>EXPENDITURES</u>					
RIFLE INFORMATION CENTER	146,460.00	146,460.00	179,368.00	32,908.00	81.7
	146,460.00	146,460.00	179,368.00	32,908.00	81.7
	(65,583.15)	(65,583.15)	679.00	66,262.15	(9658.

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

URBAN RENEWAL AUTHORITY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>					
URBAN RENEWAL	76,241.55	76,241.55	70,200.00	(6,041.55)	108.6
	<u>76,241.55</u>	<u>76,241.55</u>	<u>70,200.00</u>	<u>(6,041.55)</u>	<u>108.6</u>
<u>EXPENDITURES</u>					
URBAN RENEWAL	.00	.00	27,000.00	27,000.00	.0
	<u>.00</u>	<u>.00</u>	<u>27,000.00</u>	<u>27,000.00</u>	<u>.0</u>
	<u>76,241.55</u>	<u>76,241.55</u>	<u>43,200.00</u>	<u>(33,041.55)</u>	<u>176.5</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

PARKS & RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PARKS AND REC REVENUE	1,163,898.32	1,163,898.32	2,323,282.00	1,159,383.68	50.1
	<u>1,163,898.32</u>	<u>1,163,898.32</u>	<u>2,323,282.00</u>	<u>1,159,383.68</u>	<u>50.1</u>
<u>EXPENDITURES</u>					
RECREATION	191,139.50	191,139.50	368,399.00	177,259.50	51.9
POOL	184,832.83	184,832.83	192,796.00	7,963.17	95.9
RIFLE FITNESS CENTER	(1,294.00)	(1,294.00)	.00	1,294.00	.0
COMMUNITY EVENTS	13,822.94	13,822.94	44,100.00	30,277.06	31.3
PARK MAINTENANCE	576,572.95	576,572.95	1,088,877.00	512,304.05	53.0
PARKS CAPITAL	277,241.48	277,241.48	322,328.00	45,086.52	86.0
NON-DEPARTMENTAL	83,931.43	83,931.43	142,387.00	58,455.57	59.0
OPERATING TRANSFER OUT	60,958.52	60,958.52	94,417.00	33,458.48	64.6
	<u>1,387,205.65</u>	<u>1,387,205.65</u>	<u>2,253,304.00</u>	<u>866,098.35</u>	<u>61.6</u>
	<u>(223,307.33)</u>	<u>(223,307.33)</u>	<u>69,978.00</u>	<u>293,285.33</u>	<u>(319.1)</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WATER REVENUE	6,756,011.06	6,756,011.06	3,045,173.00	(3,710,838.06)	221.9
WATER RIGHTS REVENUE	65,060.23	65,060.23	14,800.00	(50,260.23)	439.6
CAPITAL REVENUE	144,783.98	144,783.98	3,549,879.00	3,405,095.02	4.1
WTP SALES & USE TAX REVENUES	734,354.17	734,354.17	1,631,100.00	896,745.83	45.0
	<u>7,700,209.44</u>	<u>7,700,209.44</u>	<u>8,240,952.00</u>	<u>540,742.56</u>	<u>93.4</u>
<u>EXPENDITURES</u>					
WATER O&H	1,123,144.46	1,123,144.46	1,922,975.00	799,830.54	58.4
WATER RIGHTS	86,098.37	86,098.37	120,000.00	33,901.63	71.8
WATER SYSTEM IMPROVEMENTS	6,086,657.74	6,086,657.74	24,859,709.00	18,773,051.26	24.5
WATER TREATMENT PLANT DEBT	1,441,128.84	1,441,128.84	.00	(1,441,128.84)	.0
	<u>8,737,029.41</u>	<u>8,737,029.41</u>	<u>26,902,684.00</u>	<u>18,165,654.59</u>	<u>32.5</u>
	<u>(1,036,819.97)</u>	<u>(1,036,819.97)</u>	<u>(18,661,732.00)</u>	<u>(17,624,912.03)</u>	<u>(5.6)</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WASTE WATER REVENUE	1,616,947.26	1,616,947.26	2,691,560.00	1,074,612.74	60.1
WASTE WATER REVENUE	82,961.52	82,961.52	31,774.00	(51,187.52)	261.1
	<u>1,699,908.78</u>	<u>1,699,908.78</u>	<u>2,723,334.00</u>	<u>1,023,425.22</u>	<u>62.4</u>
<u>EXPENDITURES</u>					
SEWER O&H	1,830,792.96	1,830,792.96	2,911,376.00	1,080,583.04	62.9
SEWER SYSTEM IMPROVEMENTS	9,707.75	9,707.75	105,000.00	95,292.25	9.3
	<u>1,840,500.71</u>	<u>1,840,500.71</u>	<u>3,016,376.00</u>	<u>1,175,875.29</u>	<u>61.0</u>
	<u>(140,591.93)</u>	<u>(140,591.93)</u>	<u>(293,042.00)</u>	<u>(152,450.07)</u>	<u>(48.0)</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
SANITATION FUND	295,208.16	295,208.16	529,141.00	233,932.84	55.8
	295,208.16	295,208.16	529,141.00	233,932.84	55.8
<u>EXPENDITURES</u>					
SANITATION	280,880.86	280,880.86	480,084.00	199,203.14	58.5
	280,880.86	280,880.86	480,084.00	199,203.14	58.5
	14,327.30	14,327.30	49,057.00	34,729.70	29.2

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

CEMETERY PERPETUAL CARE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PERPETUAL CARE	3,737.50	3,737.50	.00	(3,737.50)	.0
	3,737.50	3,737.50	.00	(3,737.50)	.0
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.0
	3,737.50	3,737.50	.00	(3,737.50)	.0

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

FLEET MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
FLEET MAINTENANCE	131,270.54	131,270.54	379,670.00	248,399.46	34.6
FLEET MAINTENANCE	144,836.57	144,836.57	150,537.00	5,700.43	96.2
	<u>276,107.11</u>	<u>276,107.11</u>	<u>530,207.00</u>	<u>254,099.89</u>	<u>52.1</u>
<u>EXPENDITURES</u>					
FLEET MAINTENANCE	151,092.85	151,092.85	379,670.00	228,577.15	39.8
CAPITAL	146,767.44	146,767.44	254,000.00	107,232.56	57.8
	<u>297,860.29</u>	<u>297,860.29</u>	<u>633,670.00</u>	<u>335,809.71</u>	<u>47.0</u>
	<u>(21,753.18)</u>	<u>(21,753.18)</u>	<u>(103,463.00)</u>	<u>(81,709.82)</u>	<u>(21.0)</u>

CITY OF RIFLE
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JULY 31, 2015

INFORMATION TECH MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
INFORMATION TECH REVENUES	224,415.58	224,415.58	483,503.00	259,087.42	46.4
I.T. LOAN REVENUES	85,553.34	85,553.34	85,553.00	(.34)	100.0
	<u>309,968.92</u>	<u>309,968.92</u>	<u>569,056.00</u>	<u>259,087.08</u>	<u>54.5</u>
<u>EXPENDITURES</u>					
I.T. MAINTENANCE	264,021.78	264,021.78	483,503.00	219,481.22	54.6
I.T. CAPITAL	54,822.93	54,822.93	66,000.00	11,177.07	83.1
	<u>318,844.71</u>	<u>318,844.71</u>	<u>549,503.00</u>	<u>230,658.29</u>	<u>58.0</u>
	<u>(8,875.79)</u>	<u>(8,875.79)</u>	<u>19,553.00</u>	<u>28,428.79</u>	<u>(45.4)</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
1003						
Action Shop Services, Inc						
	RI34799	SOD CUTTER	07/31/2015	60.00	.00	
	RI43788	SOD CUTTER	07/30/2015	60.00	.00	
	RI43852	TRIMMER	08/07/2015	119.16	.00	
	RI43866	TRIMMER	08/07/2015	52.24	.00	
	SI86347	BLADE CHISEL TOOTH	07/13/2015	29.99	.00	
	SI86452	BLADE CHISEL TOOTH	07/17/2015	89.97	.00	
	SI86682	COVER AUTOCUT	07/28/2015	64.74	.00	
Total 1003:				476.10	.00	
1004						
Verizon Wireless						
	071815	CELL PHONES-CITY EMPLOYE	07/18/2015	5,425.81	5,425.81	08/07/2015
Total 1004:				5,425.81	5,425.81	
1018						
Valley Lumber						
	10610	TAPE ELEC	07/08/2015	17.47	.00	
	10682	TINE MANURE FORK	07/09/2015	67.98	.00	
	10722	CONCRETE MIX	07/10/2015	26.10	.00	
	10941	WEDGE ANCHOR	07/15/2015	18.71	.00	
	11025	RUST STOP CORDOVAN BROW	07/16/2015	27.97	.00	
	11153	BLACK COUPLING	07/20/2015	40.66	.00	
	11202	METAL KEY BLANK	07/20/2015	9.95	.00	
	11282	BRISTLE THRIFT BRUSH	07/22/2015	18.96	.00	
	11288	RUST STOP SPRAY	07/22/2015	14.97	.00	
	11338	STANLEY TOOL BOX SAW	07/23/2015	41.98	.00	
	11372	WIRE MESH	07/23/2015	85.98	.00	
	11510	GROMMET KIT	07/27/2015	9.49	.00	
	11634	VAC SHOP ACC BRUSH	07/29/2015	8.99	.00	
	11657	HAND METAL FINISHING PAD	07/29/2015	5.58	.00	
	11658	ROTARY EDGER	07/29/2015	32.99	.00	
	11691	FLEX-O-LOCK KEY RING	07/30/2015	5.98	.00	
	11696	TOP SOIL	07/30/2015	24.90	.00	
	11756	TOP SOIL	07/31/2015	19.92	.00	
	11959	CONCRETE MIX	08/05/2015	20.88	.00	
	12135	CONCRETE MIX	08/10/2015	20.88	.00	
	12215	MAGNUM ALL WEATHER PADL	08/11/2015	32.99	.00	
	12249	supplies	08/11/2015	52.75	.00	
	12275	MACHINE BOLT	08/12/2015	22.88	.00	
	12299	MASTER RESET COMB LOCK	08/12/2015	36.96	.00	
Total 1018:				665.92	.00	
1022						
Central Distributing Co						
	136608	SUPPLIES	07/15/2015	269.50	.00	
	136612	SUPPLIES	07/15/2015	568.82	.00	
	138333	SUPPLIES	07/29/2015	154.06	.00	
	138340	SUPPLIES	07/29/2015	131.12	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1022:				1,123.50	.00	
1023						
Chelewski Pipe & Supply						
	145674	LIQUID PRESS GAUGE	07/24/2015	19.71	.00	
Total 1023:				19.71	.00	
1026						
Cirsa						
	150914	EQUIPMENT BREAKDOWN	07/17/2015	50.00	50.00	08/07/2015
	151023	2ND QTR VEHICLE CHANGE	07/27/2015	2,640.00	2,640.00	08/07/2015
Total 1026:				2,690.00	2,690.00	
1076						
Garfield County Treasurer						
	237	Landfill	06/30/2015	3,503.22	3,503.22	08/07/2015
Total 1076:				3,503.22	3,503.22	
1083						
Youth Zone						
	073115	ASSESSMENT & RECOMMEND	07/31/2015	2,750.00	2,750.00	08/07/2015
Total 1083:				2,750.00	2,750.00	
1087						
Grainger						
	9802730490	SELF-RETRACTING LIFELINE	07/28/2015	361.82	.00	
	9802815176	RIGID CELL FILTER	07/28/2015	578.24	.00	
	9802815184	SELF-RETRACTING LIFELINE	07/28/2015	439.24	.00	
	9803026450	SELF-RETRACTING LIFELINE	07/29/2015	361.82	.00	
Total 1087:				1,017.48	.00	
1097						
Johnson Construction Inc						
	071715	Whiteriver Pedestrian Improveme	07/17/2015	182,495.37	.00	
Total 1097:				182,495.37	.00	
1100						
Karp, Neu, Hanlon P.c.						
	R 1A	GENERAL NON PLANNING	07/31/2015	9,915.33	.00	
	R1B	GENERAL PLANNING	07/31/2015	1,972.75	.00	
	R1B3	URA	07/31/2015	544.50	.00	
	R2	wATER	07/31/2015	2,531.50	.00	
	R3 370	RIFLE SUPERCENTER MINOR S	07/31/2015	172.00	.00	
	R3371	HOSPITAL	07/31/2015	150.50	.00	
	R35	UMPTRA	07/31/2015	570.00	.00	
	R36	PARKS REC	07/31/2015	1,612.00	.00	
	R5	SEWER FUND	07/31/2015	57.00	.00	
Total 1100:				17,525.58	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1105						
Meadow Gold Dairies						
	50223577	DAIRY PRODUCTS/SR CENTE	07/16/2015	48.07	.00	
	50223650	DAIRY PRODUCTS/SR CENTE	07/23/2015	154.97	.00	
	50223660	DAIRY PRODUCTS/REC -POOL	07/23/2015	87.12	.00	
	50223702	DAIRY PRODUCTS/REC -POOL	07/27/2015	197.22	.00	
	50223720	DAIRY PRODUCTS/SR CENTE	07/30/2015	56.91	.00	
	50223729	DAIRY PRODUCTS/REC -POOL	07/30/2015	335.43	.00	
	50223772	DAIRY PRODUCTS/REC -POOL	08/03/2015	347.34	.00	
	50223799	DAIRY PRODUCTS/REC -POOL	08/06/2015	21.28	.00	
	50223858	DAIRY PRODUCTS/REC -POOL	08/10/2015	203.04	.00	
Total 1105:				1,451.38	.00	
1110						
Napa Auto Parts						
	389205	SPRAYER	07/10/2015	14.64	.00	
	389247	BRUSH	07/10/2015	13.99	.00	
	389757	BATTERY	07/14/2015	103.47	.00	
	389948	CIRCUIT BREAKER	07/15/2015	5.94	.00	
	390589	FUNNEL	07/20/2015	15.37	.00	
	390641	CORE DEPOSIT	07/20/2015	15.00-	.00	
	390720	MUD FLAP	07/21/2015	35.74	.00	
	390982	SPARK PLUG	07/22/2015	3.90	.00	
	391574	TAPE	07/27/2015	6.08	.00	
	392675	HYD FILTER	08/04/2015	51.89	.00	
	393357	GLOVE	08/10/2015	12.99	.00	
	393587	OIL FILTER	08/11/2015	52.58	.00	
	393659	REMOVER	08/12/2015	21.29	.00	
	393704	PUMP	08/12/2015	177.48	.00	
	393724	MINERAL TREATMNT CLNR	08/12/2015	42.32	.00	
Total 1110:				542.68	.00	
1118						
Parts House						
	5613-37089	MINI BULB	07/16/2015	5.99	.00	
Total 1118:				5.99	.00	
1120						
Xcel Energy Inc						
	465957698	250 E 16TH ST	07/29/2015	13.51	13.51	08/07/2015
	466177821	2575 W CENTENNIAL PKWY	07/31/2015	23.06	23.06	08/07/2015
	466289591	2515 W CENTENNIAL PKWY BL	07/31/2015	35.58	35.58	08/07/2015
	466327239	2515 W CENTENNIAL PKWY BL	07/31/2015	38.07	38.07	08/07/2015
Total 1120:				110.22	110.22	
1132						
Rifle Lock & Safe, LLC						
	33802	DUP KEYS	07/30/2015	12.50	.00	
	33803	DUP KEYS	07/30/2015	15.75	.00	
	33807	DUP KEYS	07/31/2015	10.50	.00	
Total 1132:				38.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1138						
Schmueser/Gordon/Meyer, Inc						
	99055A 07241	Design for 3 mg Reservoir Rehabi	07/24/2015	2,273.75	.00	
	99055A- 07241	Salinity Report	07/24/2015	3,118.75	.00	
	99055A-200	PHASE 001	07/24/2015	398.75	.00	
	99055Q-6	Application for Water Efficiency PI	07/24/2015	467.50	.00	
Total 1138:				6,258.75	.00	
1143						
Swallow Oil Company						
	1816 071515	DIESEL	07/15/2015	3,402.89	.00	
	1835 073115	car wash/	07/31/2015	7.50	.00	
	1835 063015	car wash/	06/30/2015	16.00	.00	
Total 1143:				3,426.39	.00	
1145						
Thatcher Company						
	1367650	Chemicals for Grand Mesa Treat	07/24/2015	4,637.78	.00	
Total 1145:				4,637.78	.00	
1181						
Garfield Steel & Machine, Inc						
	00093640	ALUMINUM/	08/04/2015	139.40	.00	
Total 1181:				139.40	.00	
1188						
Jean's Printing						
	151189	ACCOUNTS PAYABLE CHECKS	05/26/2015	476.54	476.54	08/07/2015
	151486	printing	06/30/2015	294.97	.00	
	151618	printing	07/20/2015	60.92	.00	
	151664	printing	07/24/2015	157.39	.00	
	151711	LAMINATION	07/30/2015	32.00	.00	
	151737	printing	08/04/2015	168.20	.00	
Total 1188:				1,190.02	476.54	
1249						
Berthod Motors Inc						
	01-24408	EXTENSION SPRING	07/24/2015	37.33	.00	
Total 1249:				37.33	.00	
1258						
Hach Company						
	9489166	PH STORAGE SOLN	07/22/2015	50.78	.00	
	9496641	BUFFER SOLN YELLOW	07/28/2015	68.36	.00	
	9499190	REAGENT SET CHORINE FREE	07/29/2015	409.20	.00	
Total 1258:				528.34	.00	
1339						
Grand Junction Pipe & Supply						
	3290647	CURB BOX ROD	07/17/2015	36.45	.00	
	3291020	M70 LID EXTENTION	07/17/2015	53.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3293217	ADPTR SWVL	07/23/2015	126.30	.00	
	3293219	TEST BALL PLUG	07/23/2015	145.76	.00	
	3293858	TEST BALL PLUG	07/24/2015	527.77	.00	
	3293859	CURB BOX ROD	07/24/2015	83.34	.00	
	3293860	M70 LID EXTENTION	07/24/2015	76.00	.00	
	3295800	EXTENSION KIT	07/30/2015	587.80	.00	
	3295802	METER PIT EXT	07/30/2015	248.50	.00	
	3296552	EXTENSION KIT\	08/01/2015	981.09	.00	
	3297459	CURB BOX AMETEK	08/04/2015	321.74	.00	
Total 1339:				3,187.75	.00	
1343						
Pitney Bowes - Purchase Power						
	080615	POSTAGE	08/06/2015	661.21	661.21	08/07/2015
Total 1343:				661.21	661.21	
1358						
Timber Line Electric & Control						
	18565	FCC LICENSE RENEWAL	07/23/2015	275.00	.00	
Total 1358:				275.00	.00	
1407						
Usa Blue Book						
	707504	GLASS FIBER FILTER	07/27/2015	189.80	.00	
	710157	REPLACEMENT NET	07/29/2015	70.38	.00	
Total 1407:				260.18	.00	
1505						
Markertek Video Supply						
	1221278	General Supplies	07/28/2015	491.68	.00	
Total 1505:				491.68	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	1072653	READY MIX	06/29/2015	1,545.82	.00	
	1074136	MAMM CREEK-NB	07/02/2015	437.35	.00	
	1075763	ROCK WASHED	07/15/2015	205.05	.00	
	1076120	MAMM CREEK-NB	07/10/2015	286.95	.00	
Total 1734:				2,475.17	.00	
1768						
Faris Machinery Company						
	PSO028958-1	PROOFER	07/07/2015	524.00	.00	
	PSO029301-1	BELT	07/23/2015	140.44	.00	
	PSO029361-1	KIT HANDLE LIFTING W200	07/13/2015	89.40	.00	
	PSO029824-1	DEBRIS HOSE	07/23/2015	1,070.27	.00	
	PSO030258-1	LATCH SPRING	08/05/2015	25.82	.00	
	PSR001105-1	KIT OVERHAUL	07/08/2015	514.72-	.00	
Total 1768:				1,335.21	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1990						
Bookcliff Survey Services, Inc						
	10357	SURVEY	07/30/2015	1,300.00	.00	
Total 1990:				1,300.00	.00	
2122						
Utility Notification Center Co						
	21505694	RTL TRANSMISSIONS	05/31/2015	87.23	87.23	08/07/2015
	21507716	RTL TRANSMISSIONS	07/31/2015	110.11	.00	
Total 2122:				197.34	87.23	
2139						
CDW Government, Inc						
	WV75480	ZEBRACARD CLEANING KIT	07/21/2015	43.09	.00	
Total 2139:				43.09	.00	
2181						
Nalco Chemical Company						
	63063979	Chemicals for Grand Mesa Treat	07/22/2015	2,248.75	.00	
Total 2181:				2,248.75	.00	
2412						
B&H Photo - Video, Inc						
	99224132	MInor Equip	07/27/2015	5,274.59	.00	
	99225311	general supplies	07/27/2015	2,144.31	.00	
	99237696	MInor Equip	07/27/2015	499.99	.00	
	99277245	MInor Equip	07/28/2015	1,400.00	.00	
	99616111	general supplies	08/06/2015	255.90	.00	
Total 2412:				9,574.79	.00	
2543						
Airgas USA, LLC						
	9041492502	CARBON DIOXIDE 200 LTRS	07/16/2015	192.62	.00	
	9041726544	CARBON DIOXIDE 200 LTRS	07/23/2015	601.30	.00	
	9041966419	CARBON DIOXIDE 200 LTRS	07/30/2015	601.30	.00	
	9928973063	CARBON DIOXIDE 200 LTRS	07/31/2015	300.48	.00	
Total 2543:				1,695.70	.00	
2573						
Mountain West Office Products						
	0579635-001	supplies	07/29/2015	24.73	.00	
	0579903-001	supplies	08/06/2015	47.96	.00	
Total 2573:				72.69	.00	
2803						
ALL TEMP SERVICES						
	17560RSN	DOOR SWEEP GASKET REPAIR	07/28/2015	148.58	.00	
	17828RBT	LABOR	07/21/2015	107.50	107.50	08/07/2015
Total 2803:				256.08	107.50	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2846						
Colo Mtn News Media						
	11392983A 07	AD	07/25/2015	16.70	16.70	08/07/2015
Total 2846:				16.70	16.70	
2960						
Walmart Community						
	020130	supplies	07/20/2015	118.42	118.42	08/07/2015
	027174	supplies	07/27/2015	25.32	25.32	08/07/2015
	028920 072815	supplies	07/28/2015	56.55	56.55	08/07/2015
Total 2960:				200.29	200.29	
3015						
Kroger/King Sooper Cust Charge						
	018780	FOOD SUPPLES	07/27/2015	80.82	80.82	08/07/2015
	092645	FOOD SUPPLES	07/21/2015	190.11	190.11	08/07/2015
	2479959	FOOD SUPPLES	07/10/2015	4.76	4.76	08/07/2015
Total 3015:				275.69	275.69	
3038						
Mountain View Tree Farm & Nurs						
	20875	CEDAR MULCH	07/01/2015	75.00	75.00	08/07/2015
	20955	RED CEDAR BARK	07/01/2015	67.50	67.50	08/07/2015
	21219	STraw	07/20/2015	72.00	72.00	08/07/2015
Total 3038:				214.50	214.50	
3083						
ALSCO						
	1651669	LAUNDRY	07/14/2015	78.63	.00	
	1654653	SUPPLIES	07/21/2015	26.00	.00	
	1657684	SUPPLIES	07/28/2015	26.00	.00	
Total 3083:				130.63	.00	
3107						
Northern Safety Co Inc						
	901522760	SUN SKEETER WIPES	07/20/2015	200.27	.00	
Total 3107:				200.27	.00	
3156						
Superwash Of Rifle						
	2008 072415	CAR WASH	07/24/2015	13.43	.00	
	2025 072415	CAR WASH/PD	07/24/2015	155.97	.00	
	2030 072415	CARWASHES/PW	07/24/2015	17.71	17.71	08/07/2015
	2036 072415	CAR WASH	07/24/2015	8.40	.00	
	2049 072415	CAR WASH	07/24/2015	10.00	.00	
	2051 072415	CAR WASH	07/24/2015	21.00	.00	
	2052 072415	CAR WASH	07/24/2015	25.96	.00	
Total 3156:				252.47	17.71	
3251						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Mountain Communications And El	216091	GRASS MESA RENTAL	08/01/2015	250.00	250.00	08/07/2015
Total 3251:				250.00	250.00	
3347						
V.I.P. Trash Services LLC	66778	TRASH PICKUP/DDA	08/01/2015	150.00	150.00	08/07/2015
Total 3347:				150.00	150.00	
3389						
Sandy's Office Supply Inc	138948	SUPPLIES	07/10/2015	27.13-	.00	
	140219	CADDY MARKER	07/20/2015	13.26	.00	
Total 3389:				13.87-	.00	
3707						
Interstate Battery System Inc	22039114	BATTERY'	08/12/2015	211.90	.00	
Total 3707:				211.90	.00	
3875						
Garfield County Road & Bridge	31	MAG CLORIDE-MOUNTAIN PAR	07/07/2015	6,497.50	.00	
Total 3875:				6,497.50	.00	
4215						
Ziegler, James	07301516763	LIGHT	07/30/2015	74.00	.00	
Total 4215:				74.00	.00	
4701						
Tri County Fire Protection	130750	NEW ABC FIRE	07/31/2015	43.00	.00	
Total 4701:				43.00	.00	
4796						
Mountain Air Mechanical Hvac	22153	REPAIRED LEAK	07/21/2015	2,990.15	.00	
Total 4796:				2,990.15	.00	
4811						
United Site Services Inc	114-2908151	ROLLOFF 20 YD	04/30/2015	8,612.63	.00	
Total 4811:				8,612.63	.00	
4989						
Mr Power S/Sandor Drucker	327	SIDEWALK CLEANING/DDA	08/03/2015	2,129.00	2,129.00	08/07/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4989:				2,129.00	2,129.00	
5253						
FASTENAL						
	70855	QWIKSTIK	07/07/2015	48.36	.00	
Total 5253:				48.36	.00	
5384						
MOUNTAIN HIGH PAINT						
	00001943	RAPID DRY GLOSS CLEAR BAS	07/16/2015	76.24	.00	
Total 5384:				76.24	.00	
5595						
All About Sprinklers						
	3240	PARKING LOT MUSEUM REPAI	07/13/2015	273.66	273.66	08/07/2015
Total 5595:				273.66	273.66	
5650						
HIGH COUNTRY GAS						
	219421	OXYGEN 250 CUBIC FOOT	06/30/2015	26.40	.00	
	220526	ALUMINUM ELECTRODE	07/20/2015	10.32	.00	
	221227	OXYGEN 250 CUBIC FOOT	07/31/2015	27.28	.00	
	221970	OXYGEN 250 CUBIC FOOT	08/11/2015	35.90	.00	
Total 5650:				99.90	.00	
5673						
CAMCA						
	080715	REGISTRATION NUTS AND BOL	08/07/2015	.00	.00	
Total 5673:				.00	.00	
5732						
GENTRY, ERICA						
	072715	ESRI USERS CONFERENCE	07/27/2015	442.50	442.50	08/07/2015
Total 5732:				442.50	442.50	
5752						
Accutest Mountain States						
	D7-65201	METALS SAMPLING PROGRAM	07/28/2015	75.00	.00	
	D7-65270	WEEKLY COPPER PD	07/28/2015	336.00	.00	
	D7-65385	PWSID CO 123676	07/29/2015	210.00	.00	
	D8-65691	WEEKLY COPPER PD	08/06/2015	75.00	.00	
Total 5752:				696.00	.00	
5846						
Mesa County Health Department						
	2201-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015
	2202-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015
	2203-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015
	2204-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015
	2205-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	2206-15	Water Testing	08/04/2015	20.00	20.00	08/07/2015
Total 5846:				120.00	120.00	
5894						
TRANS-TECH ENERGY AND ENV						
	21150804-1	MODEL 50F LONIZER	08/04/2015	2,742.51	.00	
Total 5894:				2,742.51	.00	
6063						
Colorado Dept of Public Health						
	WI161013360	PERMIT COR341448	07/21/2015	75.00	75.00	08/07/2015
	WU161012796	PERMIT CO0048151	07/20/2015	6,090.00	6,090.00	08/07/2015
	WU161012797	PERMIT CO0048151	07/20/2015	81.00	81.00	08/07/2015
	WU161013089	PERMIT COG641107	07/20/2015	715.00	715.00	08/07/2015
	WU161013090	PERMIT COG641108	07/20/2015	715.00	715.00	08/07/2015
Total 6063:				7,676.00	7,676.00	
6067						
Mountain Roll-offs, Inc.						
	332029	MONTHLY FEE	08/01/2015	36,402.58	.00	
Total 6067:				36,402.58	.00	
6137						
Impressions of Aspen						
	21713.1	SUPPLIES	06/10/2015	12.78	12.78	08/07/2015
	21898	SUPPLIES	07/27/2015	68.88	.00	
	21899	SUPPLIES	07/27/2015	165.62	.00	
	21911	SUPPLIES	07/27/2015	2.30	.00	
Total 6137:				249.58	12.78	
6225						
BRUBACHER DESIGN						
	1628	CITY TRUCK LOGO	07/16/2015	128.28	.00	
	1646	CROSSWALK SIGNS	07/28/2015	985.40	.00	
Total 6225:				1,113.68	.00	
6242						
Xerox Corporation						
	080701937	PRINTER	08/01/2015	280.95	280.95	08/07/2015
Total 6242:				280.95	280.95	
6248						
Colorado River Engineering, Inc.						
	10490	Design for mechanical screen	08/10/2015	2,549.50	.00	
Total 6248:				2,549.50	.00	
6357						
FIRST STRING						
	6820	UNIFORMS	07/20/2015	650.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6357:				650.00	.00	
6389						
ANYTIME SEWER & DRAIN						
	10762	CAMERA INSPECT DRAIN	07/09/2015	480.00	.00	
	10790	INSPECTED STORM DRAIN	07/23/2015	555.00	.00	
Total 6389:				1,035.00	.00	
6402						
CENTURY LINK						
	6250108 07221	LONG DISTANCE	07/22/2015	150.93	150.93	08/07/2015
	6254904 07221	LONG DISTANCE	07/22/2015	114.49	114.49	08/07/2015
	6254960 07221	LONG DISTANCE	07/22/2015	120.99	120.99	08/07/2015
	6259179 07221	LONG DISTANCE	07/22/2015	97.32	97.32	08/07/2015
	K-7191113095	LONG DISTANCE	07/22/2015	1,114.08	1,114.08	08/07/2015
Total 6402:				1,597.81	1,597.81	
6568						
MICRO PLASTICS						
	107303	LETTERING	06/24/2015	169.00	.00	
	107780	AWARD RIBBONS	07/28/2015	304.16	.00	
Total 6568:				473.16	.00	
6579						
AMERICAN RED CROSS						
	10389929	JUNIOR LIFEGUARDING	07/29/2015	60.00	.00	
Total 6579:				60.00	.00	
6606						
Western Slope Beverage						
	3070393	BOTTLED WATER	06/29/2015	27.90	.00	
	3070643	BOTTLED WATER	07/06/2015	41.60	.00	
	3070674	BOTTLED WATER	07/06/2015	46.75	.00	
	3070867	BOTTLED WATER	07/13/2015	14.20	.00	
	3070872	BOTTLED WATER	07/13/2015	14.20	.00	
	3070879	BOTTLED WATER	07/13/2015	14.20	.00	
	3070880	BOTTLED WATER	07/13/2015	2.20	.00	
	3071160	BOTTLED WATER	07/21/2015	15.05	.00	
	3071374	BOTTLED WATER	07/27/2015	21.05	.00	
	3071381	BOTTLED WATER	07/27/2015	39.90	.00	
	3071384	BOTTLED WATER	07/27/2015	27.05	.00	
	3071668	BOTTLED WATER	08/03/2015	7.35	.00	
	3071669	BOTTLED WATER	08/03/2015	80.15	.00	
	722532	BOTTLED WATER	07/01/2015	6.84	.00	
	742510	BOTTLED WATER	07/15/2015	20.00	.00	
	742511	BOTTLED WATER	07/15/2015	15.00	.00	
Total 6606:				379.76	.00	
6612						
CEDAR NETWORKS						
	208811	INTERNET CONNECTION NETW	08/03/2015	3,554.00	3,554.00	08/07/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6612:				3,554.00	3,554.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0026052-IN	INSECT REPELLENT BUG BAR	07/17/2015	132.00	.00	
Total 6643:				132.00	.00	
6661						
ARCADIS US, INC						
	0732683	RRWPF Package 20 Engineering	08/06/2015	73,155.65	73,155.65	08/07/2015
Total 6661:				73,155.65	73,155.65	
6678						
AARON'S HEATING & COOLING, INC						
	1479	REPLACEMENT MOTOR	07/30/2015	310.00	.00	
Total 6678:				310.00	.00	
6728						
CB INDUSTRIES-DELTA, INC.						
	073115	BIOSOLIDS DISPOSAL JULY	07/31/2015	997.99	.00	
Total 6728:				997.99	.00	
6760						
FLAG RESOURCES, INC						
	12039	CHIP SEAL PROJECT	05/31/2015	704.50	704.50	08/07/2015
	12094	ROAD BASE	06/30/2015	674.20	674.20	08/07/2015
Total 6760:				1,378.70	1,378.70	
6779						
COMMERCIAL TIRE SERVICE, INC						
	38109	TURF TAMER	07/24/2015	172.86	.00	
Total 6779:				172.86	.00	
6790						
O'REILLY AUTO PARTS						
	3761-382615	AIR FILTER	07/08/2015	10.59	.00	
	3761-383397	HUB ACTUATOR	07/13/2015	349.38	.00	
	3761-383398	OIL FILTER	07/13/2015	79.84	.00	
	3761-383410	BATTERY	07/13/2015	77.11	.00	
	3761-383425	DISCONNECT	07/13/2015	20.99	.00	
	3761-383599	BELT	07/14/2015	39.74	.00	
	3761-383644	OIL FILTER	07/15/2015	16.80	.00	
	3761-383656	KEYLESS ENTR	07/15/2015	75.90	.00	
	3761-384524	AUDIO CABLE	07/20/2015	14.99	.00	
	3761-384570	AUDIO CABLE	07/20/2015	29.98	.00	
	3761-385018	TP SENSOR	07/23/2015	24.54	.00	
	3761-385049	MAF SENSOR	07/23/2015	88.45	.00	
	3761-385050	DISCONNECT	07/23/2015	20.99	.00	
	3761-385058	HUB ASSEMBLY	07/23/2015	175.22	.00	
	3761-385683	SUNSHADE	07/27/2015	15.97	.00	
	3761-385684	CABIN FILTER	07/27/2015	7.92	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3761-385686	PIN CLIP	07/27/2015	27.96	.00	
	3761-385702	VAC RETAINER	07/27/2015	4.99	.00	
	3761-385710	FUNNEL	07/27/2015	5.19	.00	
	3761-385991	WINDOW HNDLE	07/29/2015	10.49	.00	
	3761-386013	TEMP ACTIATR	07/29/2015	38.03	.00	
	3761-386017	INSP TOOL	07/29/2015	15.98	.00	
	3761-386101	AIR FILTER	07/30/2015	26.02	.00	
	3761-386167	BATT ERM	07/30/2015	6.95	.00	
	3761-386169	MEGACRIMP	07/30/2015	68.66	.00	
	3761-386170	BATTERY CABLE	07/30/2015	53.58	.00	
	3761-386763	RECHARGE KIT	08/03/2015	11.99	.00	
	3761-386765	MOTOR OIL	08/03/2015	11.98	.00	
	3761-387159	REMOVER	08/05/2015	36.24	.00	
	3761-387391	OIL FILTER	08/07/2015	6.65	.00	
	3761-387408	PRIMARY WIRE	08/07/2015	51.97	.00	
	3761-387447	VISOR ORGNZR	08/07/2015	5.99	.00	
	3761-387928	BATTERY	08/10/2015	312.54	.00	
	3761-388007	PCV ASSEMBLY	08/11/2015	7.99	.00	
	3761-388020	OIL FILTER	08/11/2015	21.96	.00	
	3761-388054	BATTERY	08/11/2015	36.00-	.00	
	3761-388097	TLGT HANDLE	08/11/2015	32.46	.00	
	3761-388107	AIR FILTER	08/11/2015	14.78	.00	
	3761-388158	PICK UP TOOL	08/12/2015	9.76	.00	
Total 6790:				1,364.65	.00	
6804						
Glasco UV LLC						
	37428	AMAIGAM ULTRAVIOLET LAMP	07/27/2015	1,334.00	.00	
Total 6804:				1,334.00	.00	
6846						
TRANSWEST TRUCK TRAILER RV						
	4252040011	OVSZ HINGED SIGN	07/23/2015	141.92	.00	
Total 6846:				141.92	.00	
6863						
CONSERVANCY OIL CO						
	0070087	GAL SERVICE PRO	08/11/2015	73.77	.00	
Total 6863:				73.77	.00	
6916						
CORNWELL QUALITY TOOLS						
	151308	SECURITY BIT	07/22/2015	20.93	.00	
	151490	RIGHT ANGLE FUNNE	07/29/2015	13.60	.00	
	151663	MSTR PLUS DISCONNECT	08/05/2015	209.74	.00	
Total 6916:				244.27	.00	
7019						
SHDP RF I LLC						
	42216	SOLAR	08/04/2015	5,228.02	5,228.02	08/07/2015
Total 7019:				5,228.02	5,228.02	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7043						
Kumar and Associates						
	170061	PROFESSIONAL SERVICES	07/31/2015	2,905.00	.00	
Total 7043:				2,905.00	.00	
7045						
Pall Corporation						
	93638160	Payment on contract for pyaments	08/03/2015	99,000.00	99,000.00	08/07/2015
Total 7045:				99,000.00	99,000.00	
7073						
BOUNDARIES UNLIMITED INC						
	2229	Design of Water Storage Tank	06/10/2015	14,767.00	14,767.00	08/07/2015
	2252	Design of Water Storage Tank	07/09/2015	10,265.00	.00	
Total 7073:				25,032.00	14,767.00	
7077						
COLORADO DOCUMENT SECURITY						
	234521	DOCUMENT DESTRUCTION BIN	07/31/2015	156.00	156.00	08/07/2015
Total 7077:				156.00	156.00	
7107						
MOLTZ CONSTRUCTION INC						
	1	Construction of 2 mg tank	08/03/2015	406,421.92	406,421.92	08/07/2015
	8	RRWPF GMP #1	08/03/2015	937,057.41	937,057.41	08/07/2015
Total 7107:				1,343,479.33	1,343,479.3	
7134						
ABOVE SEA LEVEL						
	820111	TANK MAINTENANCE	07/15/2015	75.00	75.00	08/07/2015
Total 7134:				75.00	75.00	
7144						
QUALITY AUTO GLASS						
	928967	BACK GLASS-FOR F250	07/10/2015	305.00	.00	
Total 7144:				305.00	.00	
7188						
ROCKY MOUNTAIN RESERVE						
	2133729	MONTHLY BASE FEE	08/01/2015	173.75	173.75	08/07/2015
Total 7188:				173.75	173.75	
7205						
US FOODS						
	4415344	FOOD SUPPLIES	07/16/2015	653.77	.00	
	4429933	SUPPLIES	07/16/2015	78.98	.00	
	4543462	FOOD SUPPLIES	07/23/2015	1,266.78	.00	
	4671184	FOOD SUPPLIES	07/30/2015	1,062.81	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7205:				3,062.34	.00	
7213						
MUNICODE						
	00258217	ELECTRONIC UPDATE PAGES	07/20/2015	3,870.83	3,870.83	08/07/2015
	00258218	REPRINTED SUPPLEMENT PAG	07/20/2015	101.96	101.96	08/07/2015
Total 7213:				3,972.79	3,972.79	
7236						
EVOQUA WATER TECHNOLOGIES						
	902264515	SEAL MANF	07/29/2015	1,475.00	.00	
Total 7236:				1,475.00	.00	
7251						
ALL AROUND PROPERTY MAINTENANCE						
	2257	WEEDED	08/01/2015	1,392.00	1,392.00	08/07/2015
Total 7251:				1,392.00	1,392.00	
7260						
Aquatic Resources Inc.						
	6949	MURIATIC ACID	07/30/2015	150.28	.00	
	6950	ACCU-TAB BLUE	07/31/2015	3,272.72	.00	
Total 7260:				3,423.00	.00	
7287						
ETC INSTITUTE						
	17284	COMMUNITY SURVEY	08/03/2015	1,362.50	.00	
Total 7287:				1,362.50	.00	
7334						
ARNHOLD, MARCIA						
	080315	EXPENSES MOVING OFFICE	08/03/2015	126.44	126.44	08/07/2015
Total 7334:				126.44	126.44	
7335						
A.I.R.S. INC						
	080715	TRAINING	08/07/2015	6,003.90	6,003.90	08/07/2015
Total 7335:				6,003.90	6,003.90	
7336						
OLGILBY, KARL						
	080515	CONCERT SERIES	08/05/2015	1,200.00	1,200.00	08/07/2015
Total 7336:				1,200.00	1,200.00	
7338						
THUNDER PEAK ELECTRIC						
	072315	SPLICED UNDERGROUND FEE	07/23/2015	478.37	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7338:				478.37	.00	
7339						
U.S. FORCED AIR COMPANY						
	2170	LABOR CHECK OUT AIR SYSTE	08/08/2015	272.00	.00	
Total 7339:				272.00	.00	
Grand Totals:				1,921,318.66	1,583,131.9	

Dated: _____

City Finance Director: _____

Report Criteria:

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

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 23
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING THE CALENDAR FOR THE 2016 BUDGET.

WHEREAS, Article IX of the Charter of the City of Rifle requires the City Manager to submit an annual budget to the City Council each year in order to have adequate time to certify the property tax mill levy; and

WHEREAS, pursuant to Resolution No. 19, Series of 1993, the Rifle City Council adopted a schedule consistent with state law for the adoption of the following year's budget, and the City wishes to use this timeline for the 2016 Budget process.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following schedule is adopted for the 2016 Budget:

Tuesday, August 25, 2015:	Deadline for Assessor to submit Preliminary Certification of Values
Wednesday, October 07, 2015:	First Budget workshop
Wednesday, October 07, 2015:	City Manager to submit proposed budget to Council
Thursday, October 08, 2015:	Second Budget workshop
Thursday, October 08, 2015:	Governing body publishes "Notice of Budget"
Tuesday, October 13, 2015:	Third Budget workshop
Thursday, October 15, 2015:	Fourth Budget workshop
Wednesday, October 21, 2015:	Fifth Budget Workshop
Tuesday, October 27, 2015:	Sixth Budget workshop
Wednesday, November 04, 2015:	Regular City Council meeting, first public hearing on Budget
Wednesday, November 18, 2015:	Regular City Council meeting, second public hearing on Budget
Wednesday, December 02, 2015:	Adopt 2016 Budget and Certify Mill Levies
Thursday, December 10, 2015:	Final Certification of Values from Assessor
Tuesday, December 15, 2015:	Deadline for certification of mill levy to Garfield County
Friday, January 29, 2016:	Certified copy of Adopted Budget to DLG

3. This Resolution shall be published in the Rifle Citizen Telegram and posted at City Hall.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of August, 2015.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

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August 13, 2015

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

Re: August 19, 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 August 19, 2015 Rifle City Council Meeting.

1. Ordinance No. 16, Series of 2015 (Housing Authority Membership). The City created a local Housing Authority in the 1970s and provides for its membership in Chapter 2, Article XI, of the Rifle Municipal Code. The majority of City commissions and boards contain seven members and the City Council finds that the needs of the City are best served through the appointment and inclusion of broad and diverse members to such boards. C.R.S. § 29-4-205(3)(a) allows for City officials to be appointed to the Housing Authority board and continue membership on such board through the term of appointment without affect or curtailment by the expiration of the official's term in city office. Increasing the Housing Authority board to seven members will assist the City Council with maintaining a City official on the Housing Authority board and broaden the participation on that board. Ordinance No. 16, Series of 2015 amends RMC Section 2-11-20 to conform with other City boards and commissions and increase the number of Housing Authority board seats to seven.

2. Ordinance No. 17, Series of 2015 (Sign Regulations). Staff has completed recommendations for amendments to the City's Sign Code, with notable changes to regulations of garage sale signs and the placement of certain business related signs as set forth in the Planning Department's memorandum in your packet. Adopting revisions to the Sign Code has also provided an opportunity to review relevant provisions surrounding the regulation of political signs with the U.S. Supreme Court's recent holding in *Reed v. Town of Gilbert, Ariz.*, 135 S.Ct. 2218 (2015). While this remains a grey area of the law, *Reed* has provided some additional guidance. That case invalidated a municipal sign code that imposed different regulations depending on a sign's

content—political, commercial, or directional. In light of that decision, Ordinance No. 17, Series of 2015 removes time constraints and limitations on the size of political signs from the City’s Sign Code. An additional definition and exemption has also been included for ideological signs. In order to provide reasonable ongoing regulation of political and ideological signs, any individual or organization placing such signs on another’s private property must obtain written permission from the property owner stating the earliest date the signs will be placed as well as any date by which they will be removed. The requirement places discretion as to any time constraints in the property owner’s hands, and implies such signs are meant to be temporary. Though the Supreme Court’s holding in *Reed* is applicable to all content-based regulations, not just of political signs, the First Amendment protections of political and ideological speech are most contentious and likely to result in challenge, so that was our practical focus with Ordinance No. 17. As there is no full proof solution to potential conflicts, we anticipate staff and the City Attorney working together on regulation and enforcement of the Sign Code on an ongoing basis.

3. Resolution No. 21, Series of 2015 (Liquor License Education Requirements). Rifle Municipal Code Section 6-5-170 requires managers and employees of liquor license holders to attend educational liquor seminars. These seminars have been difficult to find locally and are only offered sporadically. We discussed with Council at a workshop recently staff’s recommendation to allow liquor licensees to attend on-line seminars to ensure they are always available. Upon investigating the various seminars offered, the City Clerks Office found that the Colorado Liquor Enforcement Division has standards for a liquor seller and server training programs that include on-line courses. Resolution No. 21, Series of 2015 amends the City’s liquor education requirements to comply with the State’s standards, which can be easily found on its website and also includes in-person options in Grand Junction. Adopting the State’s program list by reference will ensure the Liquor Code is comprehensively taught. The only Rifle specific liquor requirement is that nobody under 21 is allowed in a Tavern licensed premises and the City Clerk can ensure that requirement is known by those license holders.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosures



To: Mayor and City Council; Matt Sturgeon, City Manager
From: Danielle Hogan, Executive Assistant
Date: Tuesday, August 11, 2015
Subject: Liquor License Application – Natalie Wilson Enterprises, LLC, d/b/a Olive Ridley’s Coffee and Tea Co.

A LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

Natalie Wilson Enterprises, LLC, d/b/a Olive Ridley’s Coffee and Tea Company
228 Railroad Ave. Unit C
Rifle, CO

Type of License: Beer and Wine

According to Rifle Municipal Code §6-5-50, it is the Clerk’s responsibility, on behalf of the Liquor Licensing Authority, to investigate the following:

1. Whether the prohibitions contained in CRS §12-46-104 or §12-47-313 apply to the applicant
FINDING: The prohibitions in the referenced sections do not apply to Olive Ridley’s Coffee and Tea Company.
2. The number and type of outlets of a nature similar to the applicant’s within one (1) mile in any direction of the proposed location
FINDING: There is 1 other location within one mile with Beer and Wine Licenses: Brenden Theatre Corporation d/b/a Brenden Rifle 7 Theatres

The application is complete and the fees for this application have been paid.

This hearing was properly noticed in the newspaper and on the premises.

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

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

The City has received the results of background check on the applicant, Natalie Wilson. There are no concerns.

Staff recommends that Council approve the application.

Ms. Wilson will attend the meeting on August 19 to answer questions that Council might have about the application.

Thank you.

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

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

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

Waiver by local ordinance? or
Other:

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

12. Does the Applicant, as listed on line 2 of this application, **have legal possession of the premises by virtue of ownership**, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord GT Properties, LLC	Tenant Natalie Wilson Enterprises LLC	Expires MARCH 2016
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b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Last Name Rifle Regional Economic Development Corporation	First Name	Date of Birth	FEIN or SSN 70-5780798	Interest/Percentage \$10K
Last Name Northwest Loan Fund	First Name	Date of Birth	FEIN or SSN 82-5811021	Interest/Percentage \$50K

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?

Number of additional Optional Premise areas requested. (See license fee chart)

15. Liquor Licensed Drug Store applicants, answer the following:

(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

(c) How long has the club been incorporated?

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:

(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager WILSON	First Name of Manager Natalie	Date of Birth 2/19/68
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18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License	Account Number
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19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?

If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Natalie Wilson	1360 Firethorn Dr. Rifle, CO 81650	2/19/68	Owner	100%
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature <i>Natalie Wilson</i>	Printed Name and Title Natalie J. Wilson, Owner	Date 6/23/15
---	--	-----------------

Report and Approval of Local Licensing Authority (City/County)

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

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.
Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature (attest)	Print	Title
		Date

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Olive Ridley Coffee & Tea Company	Home Phone Number	Cellular Number 970.433.4968
2. Your Full Name (last, first, middle) Wilson, Natalie Jean	3. List any other names you have used Natalie Jean Kelley Natalie Jean Bennett, Natalie Jean Wilcox	
4. Mailing address (if different from residence)	Email Address oliveridley@outlook.com	

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

Street and Number	City, State, Zip	From	To
Current 1360 Firethorn Drive	Rifle, CO 81650	8/2009	present
Previous			

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

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
none		housewife	10/2009	present

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

Name of Relative	Relationship to You	Position Held	Name of Licensee
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Natalie J Wilson, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

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

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

Signature

Natalie J Wilson

Date

6/23/15

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Natalie Wilson

By signing this document, the applicant acknowledges that any approval by the City of Rifle Liquor Licensing Authority is **CONDITIONAL** with the following conditions regarding the fingerprint/background check conducted by the City of Rifle Liquor Licensing Authority:

1. That the Applicant hereby acknowledges and understands that disclosure of all criminal convictions does not guarantee approval of a license, transfer, application or registration, and that final approval comes only after the City of Rifle Liquor Authority has approved the license, application, transfer or registration, which will only occur after the completion of the fingerprint/background check.
2. That any liquor license, transfer, application, or registration is approved conditionally on the grounds that the applicant has successfully completed a criminal background check conducted by the Rifle Police Department, and that this investigation discloses no prior criminal convictions which have not been previously disclosed by the applicant. Though a criminal background check may disclose no criminal convictions, this is not a guarantee that the City of Rifle Liquor Authority will approve the license, transfer, application or registration. The award of any license, transfer, application or registration is the sole responsibility of the City of Rifle Liquor Authority, and is subject to the Authority's approval upon completion of a hearing before the Authority.
3. In the event that a completed criminal background check shows that the applicant does indeed have criminal conviction(s) which have not been previously disclosed by the applicant, the applicant is aware that the conditionally approved license could be suspended or revoked by the City of Rifle Liquor Authority.
4. That in the event a prior criminal conviction, which has not been previously disclosed, is shown by the criminal background check, the applicant shall have 14 days in which to show the City and/or Licensing Authority that no conviction was entered; or that the charges were dismissed; or that some other disposition was reached which resulted in the charges or case being dismissed or the final adjudication of the charges against the applicant.
5. The City of Rifle Liquor Authority shall re-hear the original application with the new information. At the hearing, the applicant would have an opportunity to dispel or correct any criminal history relied on by the Authority. The applicant has the burden of dispelling, correcting, or providing further information regarding the applicant's criminal history. Because any approval by the City of Rifle Liquor Licensing Authority was conditional, the City of Rifle Liquor Licensing Authority shall make its decision on the license, application, transfer or registration de-novo with the additional information, but it may consider the veracity of the applicant with the omission of the information.

Natalie Wilson
Applicant/Agent for Applicant

6/23/15
Date

FOR CITY USE ONLY: DATE APPLICATION RECEIVED: 7/1/15 *JK*

PETITION

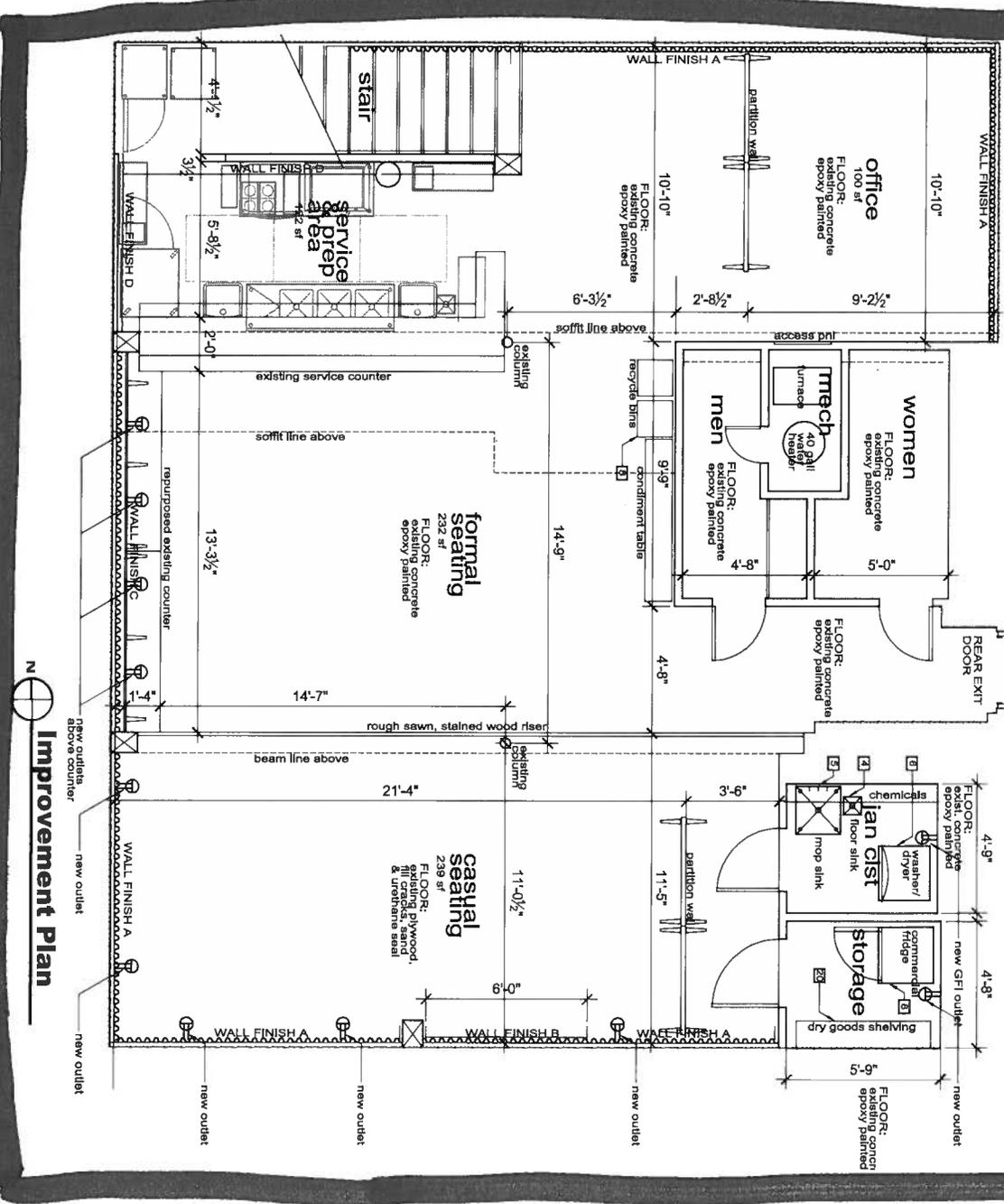
Name of Establishment: Olive Ridley Coffee + Tea Company

Address: 228 Railroad Ave Unit C Rifle, CO 81650 Type of Liquor License: Beer + Wine

By signing below, I am indicating my support for a Liquor License to be granted at the above named Establishment and Address.

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Kathryn Armstrong	<i>Kathryn Armstrong</i>	YES	50 Cedar Drive Silt, CO
2. William Engelmann	<i>Will. C. Engelmann</i>	Yes	13 Shotgun Dr, Rifle, CO
3. BRUCE NORFMAN	<i>Bruce Norfman</i>	YES	675 Birch Ct Rifle CO
4. Andrew Self	<i>Andrew Self</i>	Yes	284 North Meadow Dr. Rifle
5. Jessica Thompson	<i>Jessica Thompson</i>	yes	718 Railroad Ave Rifle, CO
6. Jess Hankins	<i>Jess Hankins</i>	yes	314 E. 6th St. Rifle, CO
7. STEVE WILSON	<i>Steve Wilson</i>	YES	1360 Firethorn DR Rifle CO
8. Ashton Wilcox	<i>Ashton Wilcox</i>	yes	1360 Firethorn Dr Rifle CO
9. Crystal Heilig	<i>Crystal Heilig</i>	Yes	300 Columbine Dr. Rifle CO
10. Stephen LaSota	<i>Stephen LaSota</i>	Yes	1312 E. 7th St. Rifle, CO 81652
11. Michael Langshorne	<i>Michael Langshorne</i>	Yes	133 S. Meadow drive Rifle
12. Kristy Collins	<i>Kristy Collins</i>	Yes	45755 Hwy 6 GrWS 81601
13. Brian G. Prunty	<i>Brian G. Prunty</i>	yes	345 Fairway ave, Rifle, CO 81650
14. Rachael Elder	<i>Rachael Elder</i>	Yes	428 CR 331, Silt, CO 81052
15. Barbara Bowen	<i>Barbara Bowen</i>	yes	1961 Promontory Cir Rifle
16. Melody Caldwell	<i>Melody Caldwell</i>	yes	1675 Anvil View Rifle
17. Mandy White	<i>Mandy White</i>	yes	1871 Trapper Ct, Rifle.
18. Alexandra	<i>Alexandra</i>	yes	12820 Old mchd legor Ln Fort Worth TX 76244
19. Martin Gonzalez	<i>Martin Gonzalez</i>	yes	5002 CRF, Antero Co 81120
20. Savannah Winstanley	<i>Savannah Winstanley</i>	Yes	5800 Bay Shore Rd, FL 331234
21. Erica Sustara	<i>Erica Sustara</i>	yes	147 Northridge Rd, OH 43212
22. Ryan Mackley	<i>Ryan Mackley</i>	Yes	1235 Sage Court
23. ERIK VILLASOUR	<i>Erik Villasour</i>	YES	304 ELM AVE
24. Dano Fujita	<i>Dano Fujita</i>	YES	440 East 10th St
25. Morganna Patrick	<i>Morganna Patrick</i>	Yes	711 East Avenue Rifle, CO

Licensed
Premises



NOTE: requires hardware at IBC 2009 section 1008.1.5.3.2.2

NOTE: for stairwell to service alley and Service Dumpster

Improvement Plan

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Natalie Wilson Enterprises LLC

is a **Limited Liability Company** formed or registered on 11/21/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141704957.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/30/2015 that have been posted, and by documents delivered to this office electronically through 07/01/2015 @ 13:18:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/01/2015 @ 13:18:11 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9235232.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

LEASE

THIS LEASE, made and entered into this February 5, 2015, by and between G & T PROPERTIES, LLC, hereinafter referred to as "LESSOR," and NATALIE WILSON ENTERPRISES, LLC hereinafter referred to as "LESSEE."

WITNESSETH

ARTICLE I GRANT AND TERM

SECTION 1.01 LEASED PREMISES

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of LESSEE to be observed and performed, LESSOR demises and leases to the LESSEE, and LESSEE rents from LESSOR, those certain premises situate in the north street level of the commercial building located in basement at 228 Railroad Avenue, in the City of Rifle, Garfield County, Colorado, which premises contain an area of approximately one thousand one hundred seventy-five (1175) square feet (hereinafter called the "Leased Premises").

SECTION 1.02 COMMENCEMENT AND ENDING DATE OF TERM

The term of this Lease shall commence February 5, 2015 and LESSEE's obligation to pay rent hereunder shall commence March 15, 2015. The term of this Lease shall end on the last day of March 2016.

SECTION 1.04 EXCUSE OF LESSOR'S PERFORMANCE

Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the LESSOR, the LESSOR shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to an Act of God, or other cause beyond the control of the LESSOR.

ARTICLE II RENT

SECTION 2.01 ANNUAL RENT

LESSEE agrees to pay LESSOR a fixed annual rent for the Leased Premises of Seven Thousand Two Hundred and No Cents (\$7,200.00) for the first year of the lease. The fixed annual rent shall be payable in advance, on the first day of each month, in equal monthly installments of \$600.00 commencing on April 1, 2015. Rent in the amount of \$300.00 for the period from March 15, 2015 through March 31, 2015 shall be payable on the 15th day of March, 2015.

SECTION 2.02 ADDITIONAL RENT

LESSEE shall pay as additional rent any money required to be paid pursuant to Section 9.01, and all other sums of money or charges required to be paid by LESSEE under this

Lease, whether or not the same be designated "additional rent." Unless otherwise provided herein, such additional rent shall be paid at the same time and place as the fixed annual rent provided for in Section 2.01.

SECTION 2.03 PLACE OF PAYMENT

All rent, additional rent, amounts and charges shall be paid to LESSOR at 120 West Third Street, Rifle, Colorado 81650, or such other place as LESSOR may hereafter designate in writing by notice as hereinafter provided.

SECTION 2.04 SECURITY DEPOSIT

LESSOR hereby acknowledges previous receipt from LESSEE of the sum of \$500.00 to be retained by LESSOR without interest as a security deposit to secure the full and timely payment by LESSEE of the rent herein agreed to be paid and the full and timely performance of all the other provisions of this Lease. If at any time during the term of this Lease, LESSEE shall be in default in the performance of any part of this Lease, LESSOR shall have the right to use said security deposit, or so much thereof as is necessary, in payment of any rental in default and in the reimbursement of any expenses incurred by LESSOR to cure LESSEE's default of any other provisions of this Lease and in the payment of any damages sustained by LESSOR by reason of the default of the LESSEE. Upon termination of this Lease, if LESSEE is not then in default, the balance of said security shall be returned to LESSEE

ARTICLE III
CONDUCT OF BUSINESS BY LESSEE

SECTION 3.01 USE OF PREMISES

LESSEE shall use the Leased Premises solely for conducting its business affairs in compliance with local, state and federal laws. The business of the LESSEE is the operation of the enterprises known as Olive Ridley's Travel Company and Olive Ridley's Coffee and Tea Company.

SECTION 3.02 NUISANCE

LESSEE shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building.

ARTICLE IV
MAINTENANCE OF SIDEWALK

SECTION 4.01 LESSEE'S MAINTENANCE OF SIDEWALK

LESSEE shall be responsible for keeping that portion of the sidewalks fronting the premises free from snow, ice and accumulation of dirt and mud.

ARTICLE V SIGNS, AWNINGS, CANOPIES, ALTERATIONS

SECTION 5.01 LESSEE SHALL DISCHARGE ALL LIENS

LESSEE shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises and should any such lien be made or filed, LESSEE shall bond against or discharge the same within ten (10) days after written request by LESSOR.

SECTION 5.02 SIGNS, AWNINGS AND CANOPIES

LESSEE will not place or suffer to be placed or maintained on any door, wall or window of the Leased Premises, any sign, awning or canopy, or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining LESSOR's written approval and consent, which shall not be unreasonably withheld, provided the same conforms with LESSOR's design for the exterior of the premises. LESSEE further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

SECTION 5.03 TENANT LEASEHOLD IMPROVEMENTS

Prior to opening its business at the Leased Premises LESSOR shall install tenant leasehold improvements and make alterations to the premises as detailed on Exhibit A to this lease entitled TENANT IMPROVEMENTS OLIVE RIDLEY COFFEE AND TEA COMPANY consisting of two pages (TI1 and TI2) attached hereto and incorporated herein by this reference. All such improvements including but not limited to plumbing and mechanical fixtures shall be maintained in good condition by LESSEE, and with the exception of commercial appliances, shall be considered part of the Leased Premises and the property of the LESSOR upon the termination of this lease.

ARTICLE VI MAINTENANCE OF LEASED PREMISES

SECTION 6.01 MAINTENANCE BY LESSEE

LESSEE shall at all times keep the Leased Premises (including maintenance of exterior entrances) and all partitions, doors, fixtures, tenant leasehold improvements, equipment and appurtenances thereof in good order, condition and repair, damage by unavoidable casualty excepted. LESSOR shall at all times keep all portions of 228 Railroad Avenue not herein specified, in good order, condition and repair, damage by unavoidable casualty excepted.

SECTION 6.02 DAMAGE

LESSEE's maintenance obligation shall include such repair, replacement and reconstruction as may be occasioned by damage resulting from unauthorized activity directed at LESSEE's business such as vandalism and burglary, or resulting from LESSEE'S negligent or

willful acts. Damages to the exterior structural members or roof by vandals is excluded from this provision.

SECTION 6.03 **SURRENDER OF PREMISES**

At the expiration of the tenancy hereby created, LESSEE shall surrender the Leased Premises in the same condition as the Leased Premises were in upon completion of cleaning and painting following delivery of possession thereto under this Lease, but including all Tenant Leasehold Improvements, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to LESSOR at the place then fixed for the payment of rent and shall inform LESSOR of all combinations on locks, safes, vaults, if any, in the Leased Premises. All Tenant Leasehold Improvements as provided for in Section 5.03 of Article V above shall be left on the premises in good condition and shall be the sole property of the LESSOR. LESSEE shall remove all its personal property and commercial appliances before surrendering the premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby. LESSEE's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

ARTICLE VII
PAYMENT OF REAL PROPERTY TAXES

SECTION 7.01 **PAYMENT BY LESSOR**

LESSOR covenants to pay and discharge, before they become delinquent, all taxes and assessments, both general and special, levied against the real property which is the subject of this Lease.

ARTICLE VIII
INSURANCE AND INDEMNITY

SECTION 8.01 **FIRE AND CASUALTY INSURANCE**

LESSOR shall carry and keep in full force and effect on the Leased Premises fire and casualty insurance in the amount of 80% or more, at LESSOR's election, of the replacement cost of the Leased Premises. LESSOR shall be the sole insured under said policy and shall be entitled to all proceeds thereunder. LESSEE shall give LESSOR notice of all damage by fire or other casualty covered by said insurance policy or policies.

If the Leased Premises should be damaged by fire or other casualty, but not be destroyed or rendered substantially untenable or unfit for occupancy, LESSOR will, at LESSOR's expense, promptly and fully restore the same and the rent payment provided for hereinabove shall abate during the interim.

If the premises shall be rendered wholly untenable by reason of such occurrence, LESSOR shall, at its own expense, cause such damage to be repaired, or LESSOR or LESSEE may, at the election of either, terminate this Lease and the tenancy hereby created by giving the other party, within fifty (50) days following the date of said occurrence, written notice of election to do so and, in the event of such termination, rent shall be adjusted as of the date of occurrence.

LESSEE shall be solely responsible for insuring its business interest and personal property located on the Leased Premises.

SECTION 8.02 INDEMNIFICATION OF LESSOR

LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, damages, liability and expense in connection with loss of life, personal injury and/or damages to property arising from or out of any occurrence in, upon, or at the Leased Premises, or the occupancy or use by LESSEE of the Leased Premises or any part thereof, or occasioned wholly, or in part, by any act or omission of LESSEE, its agents, contractors, employees, servants or lessees. In case LESSOR shall, without fault on its part, be made a party to any litigation commenced by or against LESSEE, the LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by LESSOR in enforcing the covenants and agreements in this Lease.

**ARTICLE IX
UTILITIES**

SECTION 9.01 UTILITY CHARGES

LESSEE shall be solely responsible for and pay directly all charges for natural gas, electricity, water, sewer, trash and any other utility used or consumed in the Leased Premises to the extent the same are metered or otherwise directly chargeable to the premises for the period commencing February 5, 2015 and continuing through the term of this lease. LESSEE shall pay an equitable share of the aggregate utility charges for 228 and 228 ½ Railroad Avenue, not separately charged or metered. For the purposes of this lease, LESSEE's share of the natural gas charges, electricity charges, and of the water, sewer and trash charges shall be forty-two and one-half (42.5%) percent. In no event shall LESSOR be liable for the interruption or failure in the supply of such utilities to the Lease premises.

**ARTICLE X
OFFSET STATEMENT, ATTORNMENT, SUBORDINATION**

SECTION 10.01 OFFSET STATEMENT

Within ten (10) days after request therefor by LESSOR, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by LESSOR, an offset statement shall be required from LESSEE; LESSEE agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to LESSOR, certifying (if such be the case) that this Lease is in full force and that there are no defenses or offsets thereto, or stating those claimed by LESSEE.

SECTION 10.02 ATTORNMENT

LESSEE shall, in the event any proceedings are bought for the foreclosure of, or in the event of exercise of the power of, sale under any mortgage made by the LESSOR covering the

Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LESSOR under this Lease.

SECTION 10.03 SUBORDINATION

Upon request of LESSOR, LESSEE will subordinate its right hereunder to the lien of any mortgage or mortgagees, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that any subordination by LESSEE of its rights under this Lease shall provide that, while LESSEE is not in default under the terms of this Lease, he shall be entitled to the use and possession and quiet enjoyment of the demised premises in accordance with the terms of this Lease.

**ARTICLE XI
ASSIGNMENT AND SUBLETTING**

SECTION 11.01 CONSENT REQUIRED

LESSEE will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of LESSOR in each instance. Such consent shall not unreasonably be withheld. The consent by LESSOR to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublease, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

**ARTICLE XII
DEFAULT OF LESSEE**

SECTION 12.01 DEFAULT

LESSEE's rights in and to the Leased Premises depend upon the performance and keeping of the covenants, agreements, duties and obligations of LESSEE set forth in this Lease. Any default in the payment when due of any sum, or in the performance when due of any other provision of this Lease, shall operate against LESSEE, its grantees, successors and assignees. In the event that LESSEE shall abandon the Leased Premises; or in the event that LESSEE, after having received from LESSOR written notice describing in general terms the breach of any other provision of this Lease (except nonpayment of rent), fails to begin diligent action to cure said breach within five (5) days after the effective date of said notice, or fails to prosecute such curative work to diligent completion; then LESSOR shall have the following rights and remedies in addition to all other rights provided in this Lease or by law.

SECTION 12.02 LESSOR'S SUBSTITUTED PERFORMANCE FOR LESSEE

LESSOR may pay the sum or perform the obligation which LESSEE has failed to pay or perform, and the amount of such sum or the cost of such performance, plus interest at ten percent (10%) per annum shall be paid to LESSOR on or before the next rental payment date.

SECTION 12.03 RIGHT TO RE-ENTER AND RELET

Without canceling this Lease, LESSOR may re-enter and relet the Leased Premises or any part thereof, for such rent, upon such provisions, for such period and to such person or persons as may seem proper to LESSOR, it being understood that LESSOR will use diligence to find a new tenant or tenants. If the monthly rents received or to be received from such reletting after the deduction of all lawful expenses incurred by LESSOR in connection with re-entering and reletting are less than the rents provided for in this Lease, LESSOR, at its option, may require LESSEE to pay such deficiency month by month, or may hold LESSEE liable in advance for the entire deficiency to be realized during the term of the reletting.

SECTION 12.04 RIGHT TO CANCEL

The rights and remedies provided above in Section 12.02 and 12.03 are cumulative to each other and either or all may be chosen by LESSOR at its option in any sequence and the use of either or all shall not be taken to exclude the subsequent right to the use of either or all.

SECTION 12.05 NON-PAYMENT OF RENT

In the event that LESSEE shall fail to pay the rent as provided in Article II, LESSOR shall have all the rights and remedies provided in Section 12, commencing the third day after written notice of default in rent has been delivered to LESSEE.

It is the intention of the parties that LESSEE shall have five (5) days to commence correction of all defaults except the payment of rent, which shall be three (3) days written notice.

SECTION 12.06 RIGHTS AND REMEDIES AT LAW

In addition to all rights and remedies set forth above, LESSOR shall have all rights and remedies provided by law, whatsoever, including in particular, but not limited to, the right at all times to recover damages, and also all other rights granted by this Lease. Without in any way limited to the foregoing provisions of this Article, it is specifically understood and agreed that the security deposit may be applied by LESSOR in partial satisfaction of any of its rights and remedies in this Lease.

**ARTICLE XIII
ACCESS BY OWNER**

SECTION 13.01 RIGHT OF ENTRY

LESSOR or LESSOR's agents shall have the right to enter the Leased Premises at reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as LESSOR may deem necessary or desirable. During the sixty (60) days prior to the expiration of this Lease or any renewal

term, LESSOR may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices "To Let" or "For Sale," which notices LESSEE shall permit to remain thereon without molestation. If LESSEE shall not be personally present to open and permit any entry into said premises at any time when for any reason of emergency an entry therein shall be necessary, LESSOR or LESSOR's agents may enter the same by such means as are necessary.

ARTICLE XIV LESSEE'S PROPERTY

SECTION 14.01 TAXES ON LEASEHOLD

LESSEE shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon, or about the Leased Premises by the LESSEE.

SECTION 14.02 LOSS AND DAMAGE

LESSOR shall not be liable for any damage to property of LESSEE or of others located on the Leased Premises, nor for the loss or damage to any property of LESSEE, or of others by theft or otherwise. All property of LESSEE kept or stored on the Leased Premises shall be so kept or stored at the risk of LESSEE only and LESSEE shall hold LESSOR harmless from any claims arising out of damage to the same, including subrogation claims by LESSEE's insurance carrier, unless such damage shall be caused by the willful act or neglect of LESSOR.

SECTION 14.03 NOTICE BY LESSEE

LESSEE shall give immediate notice to LESSOR in case of fire or accidents in the Leased Premises or in the building of which the premises are a part, or of defects therein or in any fixtures or equipment.

ARTICLE XV HOLDING OVER, SUCCESSORS

SECTION 15.01 HOLDING OVER

Any holding over after the expiration of the term hereof, with the consent of the LESSOR, shall be construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION 15.02 SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one LESSEE, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of LESSEE unless the assignment to such assignee has been approved by LESSOR in writing as provided in Section 11.01 hereof.

ARTICLE XVI QUIET ENJOYMENT

SECTION 16.01 LESSOR'S COVENANT

Upon payment by the LESSEE of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on LESSEE's part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hinderance or interruption by LESSOR or any other persons lawfully or equitably claiming by, through, or under the LESSOR, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XVII MISCELLANEOUS

SECTION 17.01 WAIVER

The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease, other than the failure of the LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by LESSOR, unless such waiver be in writing by LESSOR.

SECTION 17.02 ENTIRE AGREEMENT

This Lease sets forth all the covenants, promises, agreements, conditions and understanding between LESSOR and LESSEE concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE, unless reduced to writing and signed by them. In the interpretation of this Lease, it is understood and agreed by the parties that the laws of the State of Colorado shall apply.

SECTION 17.03 NOTICE

Any notice, demand, request or other instrument which may be or are required to be given under this Lease, shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to LESSOR, at the address below given, or at such other address as LESSOR may designate by written notice, and (b) if to LESSEE, at the Leased Premises, or at such other address as LESSEE shall designate by written notice.

SECTION 17.04 LESSEE DEFINED, USE OF PRONOUN

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a LESSEE herein, be the same one or more; and if there shall be more than one LESSEE, any notice required or permitted by the terms of this Lease, may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter

singular pronoun to refer to LESSOR or LESSEE shall be deemed proper references even though LESSOR or LESSEE may be a partnership, a corporation or a group of two or more individuals or corporations.

SECTION 17.05 RECORDING

LESSEE shall not record this Lease without the written consent of LESSOR; however, upon the request of either party hereto, the other party shall join the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference.

**ARTICLE XVIII.
EXECUTED COPIES**

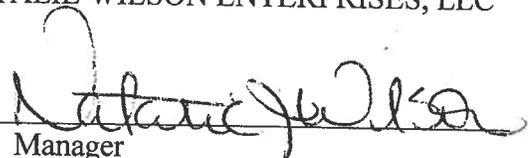
All copies of this Lease, all executed contemporaneously herewith and as a part hereof by the parties hereto, shall be regarded as duplicate originals and as a single instrument.

IN WITNESS WHEREOF, LESSOR and LESSEE have signed and sealed this Lease as of the day and year first above written.

LESSOR:
G & T PROPERTIES, LLC

By: 
Manager

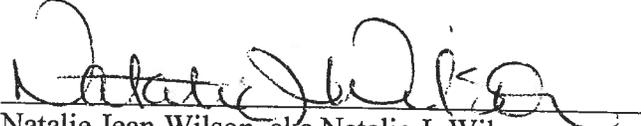
LESSEE:
NATALIE WILSON ENTERPRISES, LLC

By: 
Manager

ADDRESS:
120 West Third Street
Rifle, CO 81650

ADDRESS
1360 Firethorn Drive
Rifle, CO 81650

Natalie Jean Wilson, also known as Natalie J. Wilson, hereby guarantees performance of all obligations of the Lessee under the foregoing lease.


Natalie Jean Wilson, aka Natalie J. Wilson

NORTHWEST LOAN FUND
PROMISSORY NOTE
(Note)

Lender (holder): Northwest Loan Fund
P O Box 2308
Silverthorne, CO 80498

Borrower: **Natalie Wilson Enterprises LLC d/b/a
Olive Ridley's Coffee & Tea Company**
PO Box 524
228 Railroad Ave. Unit C.
Rifle, CO 81650

Co-Signer(s): Natalie J. and Steven J. Wilson

Loan No: 20141211

Principal Amount: \$60,000.00 **Note Date:** February 27, 2015

Interest Rate: 5.25% fixed **Maturity:** October 19, 2018

Default Interest Rate: 18%

Late payment Charge: The late charge shall be 4.0% of the unpaid installment if not paid within 15 days from the due date.

This Note is Secured by:

- 1) All of Borrower's furniture, fixtures, equipment, inventory, accounts, accounts receivable and miscellaneous goods used in connection with **Natalie Wilson Enterprises LLC d/b/a/ Olive Ridley's Coffee & Tea Company**, now owned, or hereinafter acquired, together with all additions, accessories, accessions, replacements and substitutions thereto, proceeds and products thereof, wherever located, as well as all cash and non-cash proceeds of any of the foregoing.
- 2) 2005 Ford F-250 VIN# 1FTSW21P05EB29459
- 3) 2012 Harley Davidson Fatboy Motorcycle VIN# 1HD1BXV37CB033997

Borrower, jointly and severally, if more than one, promises to Pay to the Order of Lender, the Principal Amount or so much thereof as shall have been disbursed and shall be owing with interest on the unpaid balance at the interest rate specified above. The annual rate of interest shall be based on a 360 day year. Principal and interest shall be payable as specified below.

Payment Schedule:

Each month, Borrower will pay monthly principal and interest payments of **\$1,505.00**, with the first payment due and payable on **May 19, 2015** and a like payment due and payable on that same day of each consecutive month thereafter for a period of 36 months, with the further provision each said payment

shall be applied first to interest accrued to the date of receipt of said payment, and the balance, if any, to principal. Any remaining balance of principal and interest owing shall be due on October 19, 2018.

All payments shall be made by check, payable to Northwest Loan Fund.

Address for payment is: Northwest Loan Fund
P.O. Box 2308
Silverthorne, CO 80498

Late Payments:

If any installment of this Note is not paid in full on its due date, the holder, in lieu of acceleration of maturity, may, at the holder's sole option, charge Borrower the late payment charge specified above. If the late payment charge is not submitted with the payment, then the late payment charge will be deducted from the regular payment before the principal balance is reduced.

Events of Default:

At the option of the holder, the unpaid balance of this Note plus accrued interest and all other obligations of Borrower to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if: (a) any payment required by this Note is not made when due; (b) a default or event of default occurs under any loan or security agreement or other instrument executed as security for or in connection with this Note; (c) Borrower shall be in default on any other indebtedness to the holder; (d) any warranty, representation or statement made or furnished to the holder by or on behalf of Borrower in connection with this Note proves to have been false in any material respect when made or furnished; (e) death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Borrower, or of any guarantor or surety for Borrower (such default not having been previously cured); or (f) the holder at any time in good faith believes that the prospect of any payment required by this Note is impaired, whether or not such belief is caused by any act or failure to act of any Borrower or any endorser, guarantor or accommodation party of or on this Note (hereafter collectively referred to as "any other signer"). After maturity or upon default, the outstanding unpaid principal balance plus accrued interest, even if reduced to judgment, will draw interest at the Post Default Interest Rate until paid. Payments shall, at the option of the holder, be applied first to interest accrued to date with the balance credited to the reduction of principal.

Borrower, and any other signer, waives demand, presentment for payment, notice of dishonor and of nonpayment and protest. Borrower, and any other signer, also assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note or any loan or security agreement executed in connection herewith shall operate as a waiver of any other payment, or right. If the holder enforces this Note upon default, Borrower, or any other signer, shall pay or reimburse the holder for reasonable expenses incurred in establishing the debt, collecting the amount due and in obtaining possession of and realizing on any security therefore, including reasonable attorney's fees and costs of collection.

Prepayment:

Borrower shall have the privilege of prepayment in any amount at any time, without penalty. Any prepayment shall not excuse any subsequent periodic payment due as provided hereinabove.

Governing Law:

This Note shall be construed under and governed by the laws of Colorado. Words used in the singular herein shall include the plural, and if this Note is executed by two or more persons, the obligations and liabilities hereunder of such Borrowers shall be joint and several. A release of any of the Borrowers, endorsers, sureties, or guarantors of this Note or any judgment on this Note or a release of substitution of any of the remaining parties from their liability hereunder. Borrower represents and warrants that the purpose of this loan is primarily business, commercial or agricultural, and not personal, family or household.

By signing this Promissory Note, Borrower also acknowledges receipt of a copy.

BORROWER(s):

**Natalie Wilson Enterprises LLC d/b/a
Olive Ridley's Coffee & Tea Company**

and

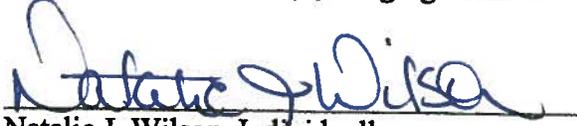
CO-SIGNER(s):

Natalie J. and Steven J. Wilson

Natalie Wilson Enterprises LLC

By:


Natalie Jean Wilson, Managing Member


Natalie J. Wilson, Individually


Steven J. Wilson, Individually

AFFIDAVIT CONCERNING CRIMINAL HISTORY

I, Natalie J Wilson, swear or affirm:

My date of birth is 2/19/68 and

NJW
(initial)

I certify that I have not been convicted of any criminal offense excluding minor traffic offenses of less than eight (8) points but including any traffic offense in which drugs or alcohol were involved.

OR

(initial) I certify that I have been convicted of the following criminal offenses. List offense, date of conviction, court and case number, and state and county of the court. (Minor traffic offenses of less than eight (8) points need not be listed if no alcohol or drugs were involved.)

Offense: _____
Date of Conviction: _____
Court & Case Number: _____
State & County of the Court: _____

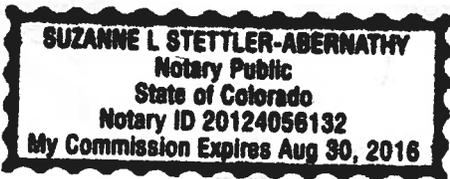
Under penalty of perjury, I swear/affirm that the information provided above is true.

Natalie J Wilson 6/23/15
Signature and Date

State of Colorado)
) SS
County of Garfield)

Subscribed and sworn to before me on this 5th day of June 2015.

(Seal)



[Signature]
Notary/Public

My commission expires: 8/30/16



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

Colorado Secretary of State
 Date and Time: 11/21/2014 02:46 PM
 ID Number: 20141704957
 Document number: 20141704957
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Natalie Wilson Enterprises LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

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

2. The principal office address of the limited liability company's initial principal office is

Street address

1360 Firethorn Drive

(Street number and name)

Rifle

(City)

CO

(State)

81650

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

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

Name

(if an individual)

Wilson

(Last)

Natalie

(First)

Jean

(Middle)

(Suffix)

or

(if an entity)

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

Street address

1360 Firethorn Drive

(Street number and name)

Rifle

(City)

CO

(State)

81650

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

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

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Wilson Natalie Jean
(Last) (First) (Middle) (Suffix)
or

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

Mailing address 1360 Firethorn Drive
(Street number and name or Post Office Box information)

Rifle CO 81650
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

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

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

5. The management of the limited liability company is vested in
(Mark the applicable box.)

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Wilson	Natalie	Jean	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
1360 Firethorn Drive			
<i>(Street number and name or Post Office Box information)</i>			
Rifle	CO	81650	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

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

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

Disclaimer:

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



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

Colorado Secretary of State
 Date and Time: 12/11/2014 02:29 PM
 ID Number: 20141753664
 Document number: 20141753664
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20141704957</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Natalie Wilson Enterprises LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Olive Ridley's Coffee & Tea Company

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Coffee Shop

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

This document contains additional information as provided by law.

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

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
 The delayed effective date and, if applicable, time of this document are _____

(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

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

<u>Wilson</u>	<u>Natalie</u>	<u>Jean</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1360 Firethorn Drive</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Rifle</u>	<u>CO</u>	<u>81650</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>United States</u>			
<small>(Province - if applicable)</small>	<small>(Country - if not US)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

**Operating Agreement of
Natalie Wilson Enterprises LLC
A Single Member Limited Liability Company**

I. Formation.

- a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Natalie Wilson Enterprises LLC, a Manager-managed Colorado single member limited liability company (the "Company") formed under and pursuant to Colorado law.
- b. Operating Agreement Controls . To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.
- c. Primary Business Address . The location of the primary place of business of Natalie Wilson Enterprises LLC is:

1360 Firethorn Drive, Rifle, Colorado 81650, or such other location as shall be selected from time to time by the Member.

Natalie Wilson Enterprises LLC's mailing address is:

Rifle, P.O. Box 524, Colorado 81650

- D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is Natalie Wilson. The Agent's registered office is 1360 Firethorn Drive, Rifle, Colorado 81650. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.
- e. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- a. Purpose . Natalie Wilson Enterprises LLC is created for the following business purpose: Natalie Wilson Enterprises operates as a coffee shop under the DBA Olive Ridley's Coffee & Tea Company..

- b. Powers . The Company shall have all of the powers of a limited liability company set forth under Colorado law.
- c. Duration . Natalie Wilson Enterprises LLC's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:
 - i. The Member votes to dissolve the Company;
 - ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
 - iii. It becomes unlawful for either the Member or the Company to continue in business;
 - iv. A judicial decree is entered that dissolves the Company; or
 - v. Any other event results in the dissolution of the Company under federal or Colorado law.

III. Member.

- a. The Member . The sole member of Natalie Wilson Enterprises LLC at the time of adoption of this Agreement is Natalie Wilson (the "Member").
- b. Initial Contribution . The Member shall make an Initial Contribution to the Company. The Contribution shall consist of:
 - i. cash in the amount of:
\$40,000.00; and
 - ii. Intellectual Property consisting of
Natalie Wilson is currently in the process of trademarking a signature coffee drink as well as the DBA of the business.; and
 - iii. Tangible personal property consisting of:
Cash valued at \$40,000.00.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to

demand or receive the return of their Initial Contribution.

- c. Limited Liability of the Member . Except as otherwise provided for in this Agreement or otherwise required by Colorado law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- d. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 - i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 - ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 - iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- e. Voting Power of the Members . In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- f. Member's Duty to File Notices . The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Colorado, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XI below. The Member may delegate this responsibility to a Manager at the Member's sole discretion.

- g. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- h. Fiduciary Duties of the Member . The Member shall have no fiduciary duties whatsoever to the Company or, in the event that the Company has multiple Members, to other Members, unless the Member is a Manager of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.
- i. **Loyalty.** The duty of loyalty shall be limited to:
1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;
 2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;
 3. Accounting to the Board of Managers any property, profit or benefit derived by the Member in the conduct or winding up of the Company's affairs, or by the use of the Company's property.
- ii. **Care** . The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the

Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation at any time.

VI. Board of Managers.

- a. Creation of a Board of Managers . The Member shall create a board of managers (the "Board") consisting of Managers appointed at the sole discretion of the Member and headed by the Chairman of the Board. The Member may install itself as a Manager and as the Chairman. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Colorado law. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, subject to Colorado law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- b. Powers and Operation of the Board of Managers . The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
 - i. Meetings . The Board may hold meetings, both regular and special, within or outside the state of Colorado. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.
 1. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or

permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

2. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.
- c. Compensation of Managers . The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- d. Removal of Managers . Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.
- e. Managers as Agents . To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- f. No Power to Dissolve the Company . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

- g. Duties of the Board . The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:
- i. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
 - ii. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
 - iii. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
 - iv. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
 - v. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
 - vi. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
 - vii. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
 - viii. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
 - ix. Allocate fairly and reasonably any overhead for shared office space;
 - x. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
 - xi. Correct any known misunderstanding regarding its separate identity;
 - xii. Maintain adequate capital in light of its contemplated business purposes;

- xiii. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Colorado limited liability company formalities;
- xiv. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- xv. Not require any obligations or securities of the Member; and
- xvi. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

- h. Prohibited Actions of the Board . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:
 - i. Guarantee any obligation of any person;
 - ii. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above; or
 - iii. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above.

VII. Fiduciary Duties of the Board.

- a. Loyalty and Care . Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Colorado.
 - i. **Loyalty.** The duty of loyalty shall be limited to:
 - 1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;

2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;
 3. Accounting to the Board of Managers any property, profit or benefit derived by the Manager in the conduct or winding up of the Company's affairs, or by the use of the Company's property.
- ii. **Care** . The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.
- b. **Competition with the Company** . The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding any interested Manager, consents thereto.
- c. **Duties Only to the Company** . The Managers' fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.
- d. **Reliance on Reports** . In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
- i. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

VIII. Dissolution.

- a. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

- b. Winding Up . Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- c. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- d. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.
- e. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Member with a statement which shall set forth the assets and liabilities of the

Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

- f. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- g. Notice to Colorado Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law.

IX. Exculpation and Indemnification.

- a. No Member, Manager, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within

such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

- d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- e. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

X. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law.

XI. General Provisions.

- a. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- b. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- c. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute

one and the same instrument.

- d. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- e. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- f. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).
- g. Application of Colorado Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.
- h. Amendment . This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.
- i. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

This Single Member LLC Operating Agreement is executed and agreed to by:

Natalie J Wilson _____

Natalie J Wilson
oliveridley@outlook.com
July 01, 2015 at 10:10 am
Recorded at IP 76.120.9.54

Scan this code with your
smartphone to manage
your Single Member LLC
Operating Agreement
online.



LOAN AMORTIZATION SCHEDULE

PO BOX 823

ENTER VALUES

Loan amount	\$10,000.00
Annual interest rate	3.00%
Loan period in years	5
Number of payments per year	12
Start date of loan	4/1/2015

Optional extra payments \$ -

LOAN SUMMARY

Scheduled payment	\$179.69
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$0.00
Total interest	\$0.00

LENDER NAME RREDC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/1/2015	\$10,000.00	\$179.69	\$0.00	\$179.69	\$154.69	\$25.00	\$9,845.31	\$25.00
2	5/1/2015	\$9,845.31	\$179.69	\$0.00	\$179.69	\$155.07	\$24.61	\$9,690.24	\$49.61
3	6/1/2015	\$9,690.24	\$179.69	\$0.00	\$179.69	\$155.46	\$24.23	\$9,534.78	\$73.84
4	7/1/2015	\$9,534.78	\$179.69	\$0.00	\$179.69	\$155.85	\$23.84	\$9,378.93	\$97.68
5	8/1/2015	\$9,378.93	\$179.69	\$0.00	\$179.69	\$156.24	\$23.45	\$9,222.69	\$121.12
6	9/1/2015	\$9,222.69	\$179.69	\$0.00	\$179.69	\$156.63	\$23.06	\$9,066.06	\$144.18
7	10/1/2015	\$9,066.06	\$179.69	\$0.00	\$179.69	\$157.02	\$22.67	\$8,909.04	\$166.85
8	11/1/2015	\$8,909.04	\$179.69	\$0.00	\$179.69	\$157.41	\$22.27	\$8,751.62	\$189.12
9	12/1/2015	\$8,751.62	\$179.69	\$0.00	\$179.69	\$157.81	\$21.88	\$8,593.81	\$211.00
10	1/1/2016	\$8,593.81	\$179.69	\$0.00	\$179.69	\$158.20	\$21.48	\$8,435.61	\$232.48
11	2/1/2016	\$8,435.61	\$179.69	\$0.00	\$179.69	\$158.60	\$21.09	\$8,277.01	\$253.57
12	3/1/2016	\$8,277.01	\$179.69	\$0.00	\$179.69	\$158.99	\$20.69	\$8,118.02	\$274.26
13	4/1/2016	\$8,118.02	\$179.69	\$0.00	\$179.69	\$159.39	\$20.30	\$7,958.63	\$294.56
14	5/1/2016	\$7,958.63	\$179.69	\$0.00	\$179.69	\$159.79	\$19.90	\$7,798.84	\$314.45
15	6/1/2016	\$7,798.84	\$179.69	\$0.00	\$179.69	\$160.19	\$19.50	\$7,638.65	\$333.95
16	7/1/2016	\$7,638.65	\$179.69	\$0.00	\$179.69	\$160.59	\$19.10	\$7,478.06	\$353.05
17	8/1/2016	\$7,478.06	\$179.69	\$0.00	\$179.69	\$160.99	\$18.70	\$7,317.07	\$371.74
18	9/1/2016	\$7,317.07	\$179.69	\$0.00	\$179.69	\$161.39	\$18.29	\$7,155.67	\$390.04
19	10/1/2016	\$7,155.67	\$179.69	\$0.00	\$179.69	\$161.80	\$17.89	\$6,993.87	\$407.93
20	11/1/2016	\$6,993.87	\$179.69	\$0.00	\$179.69	\$162.20	\$17.48	\$6,831.67	\$425.41
21	12/1/2016	\$6,831.67	\$179.69	\$0.00	\$179.69	\$162.61	\$17.08	\$6,669.06	\$442.49
22	1/1/2017	\$6,669.06	\$179.69	\$0.00	\$179.69	\$163.01	\$16.67	\$6,506.05	\$459.16
23	2/1/2017	\$6,506.05	\$179.69	\$0.00	\$179.69	\$163.42	\$16.27	\$6,342.63	\$475.43
24	3/1/2017	\$6,342.63	\$179.69	\$0.00	\$179.69	\$163.83	\$15.86	\$6,178.80	\$491.28
25	4/1/2017	\$6,178.80	\$179.69	\$0.00	\$179.69	\$164.24	\$15.45	\$6,014.56	\$506.73
26	5/1/2017	\$6,014.56	\$179.69	\$0.00	\$179.69	\$164.65	\$15.04	\$5,849.91	\$521.77
27	6/1/2017	\$5,849.91	\$179.69	\$0.00	\$179.69	\$165.06	\$14.62	\$5,684.84	\$536.39
28	7/1/2017	\$5,684.84	\$179.69	\$0.00	\$179.69	\$165.47	\$14.21	\$5,519.37	\$550.60
29	8/1/2017	\$5,519.37	\$179.69	\$0.00	\$179.69	\$165.89	\$13.80	\$5,353.48	\$564.40
30	9/1/2017	\$5,353.48	\$179.69	\$0.00	\$179.69	\$166.30	\$13.38	\$5,187.18	\$577.79

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
31	10/1/2017	\$5,187.18	\$179.69	\$0.00	\$179.69	\$166.72	\$12.97	\$5,020.46	\$690.75
32	11/1/2017	\$5,020.46	\$179.69	\$0.00	\$179.69	\$167.14	\$12.55	\$4,853.32	\$603.30
33	12/1/2017	\$4,853.32	\$179.69	\$0.00	\$179.69	\$167.55	\$12.13	\$4,685.77	\$615.44
34	1/1/2018	\$4,685.77	\$179.69	\$0.00	\$179.69	\$167.97	\$11.71	\$4,517.80	\$627.15
35	2/1/2018	\$4,517.80	\$179.69	\$0.00	\$179.69	\$168.39	\$11.29	\$4,349.41	\$638.45
36	3/1/2018	\$4,349.41	\$179.69	\$0.00	\$179.69	\$168.81	\$10.87	\$4,180.59	\$649.32
37	4/1/2018	\$4,180.59	\$179.69	\$0.00	\$179.69	\$169.24	\$10.45	\$4,011.36	\$659.77
38	5/1/2018	\$4,011.36	\$179.69	\$0.00	\$179.69	\$169.66	\$10.03	\$3,841.70	\$669.80
39	6/1/2018	\$3,841.70	\$179.69	\$0.00	\$179.69	\$170.08	\$9.60	\$3,671.62	\$679.40
40	7/1/2018	\$3,671.62	\$179.69	\$0.00	\$179.69	\$170.51	\$9.18	\$3,501.11	\$688.58
41	8/1/2018	\$3,501.11	\$179.69	\$0.00	\$179.69	\$170.93	\$8.75	\$3,330.17	\$697.34
42	9/1/2018	\$3,330.17	\$179.69	\$0.00	\$179.69	\$171.36	\$8.33	\$3,158.81	\$705.66
43	10/1/2018	\$3,158.81	\$179.69	\$0.00	\$179.69	\$171.79	\$7.90	\$2,987.02	\$713.56
44	11/1/2018	\$2,987.02	\$179.69	\$0.00	\$179.69	\$172.22	\$7.47	\$2,814.80	\$721.03
45	12/1/2018	\$2,814.80	\$179.69	\$0.00	\$179.69	\$172.65	\$7.04	\$2,642.15	\$728.06
46	1/1/2019	\$2,642.15	\$179.69	\$0.00	\$179.69	\$173.08	\$6.61	\$2,469.07	\$734.67
47	2/1/2019	\$2,469.07	\$179.69	\$0.00	\$179.69	\$173.51	\$6.17	\$2,295.56	\$740.84
48	3/1/2019	\$2,295.56	\$179.69	\$0.00	\$179.69	\$173.95	\$5.74	\$2,121.61	\$746.58
49	4/1/2019	\$2,121.61	\$179.69	\$0.00	\$179.69	\$174.38	\$5.30	\$1,947.23	\$751.88
50	5/1/2019	\$1,947.23	\$179.69	\$0.00	\$179.69	\$174.82	\$4.87	\$1,772.41	\$756.75
51	6/1/2019	\$1,772.41	\$179.69	\$0.00	\$179.69	\$175.26	\$4.43	\$1,597.15	\$761.18
52	7/1/2019	\$1,597.15	\$179.69	\$0.00	\$179.69	\$175.69	\$3.99	\$1,421.46	\$765.18
53	8/1/2019	\$1,421.46	\$179.69	\$0.00	\$179.69	\$176.13	\$3.55	\$1,245.32	\$768.73
54	9/1/2019	\$1,245.32	\$179.69	\$0.00	\$179.69	\$176.57	\$3.11	\$1,068.75	\$771.84
55	10/1/2019	\$1,068.75	\$179.69	\$0.00	\$179.69	\$177.02	\$2.67	\$891.74	\$774.52
56	11/1/2019	\$891.74	\$179.69	\$0.00	\$179.69	\$177.46	\$2.23	\$714.28	\$776.74
57	12/1/2019	\$714.28	\$179.69	\$0.00	\$179.69	\$177.90	\$1.79	\$536.38	\$778.53
58	1/1/2020	\$536.38	\$179.69	\$0.00	\$179.69	\$178.35	\$1.34	\$358.03	\$779.87
59	2/1/2020	\$358.03	\$179.69	\$0.00	\$179.69	\$178.79	\$0.90	\$179.24	\$780.77
60	3/1/2020	\$179.24	\$179.69	\$0.00	\$179.24	\$178.79	\$0.45	\$0.00	\$781.21

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

TO: Honorable Mayor, and City Council

FROM: Hannah Klausman, Planner

DATE: August 19, 2015

SUBJECT: Text Amendment 2015-1
Sign Regulations

REQUEST

In response to requests from citizens and businesses staff requests that City Council evaluate Text Amendment 2015-1, an amendment to Chapter 16, Article 8, of the Rifle Municipal Code replacing it with the attached text.

BACKGROUND

Staff has recently reviewed the City of Rifle Sign Regulations in conjunction with Rifle Code Enforcement and area businesses. Staff recommends numerous changes to the Sign Code to accommodate changing marketing dynamics, business location, and improved efficiencies in handling sign violations.

The major proposed changes incorporate;

1. Allowing limited size suspended signage in the medium-density residential redeveloping (MDR-X) zone, previously prohibited.
2. Redefinition of Fuel Canopy signage to allow signage attached to fuel pumps.
3. Permit A-frame signs in Community Service and Tourist Commercial signs on internal sidewalks only.
4. Removal of sixteen square foot size restriction on hunting season signs.
5. Prohibition of "stake signs" with commercial advertising messages.
6. Changing garage sale sign requirements to allow them to be placed off-premise with a limited duration and placement not on signage or lightpoles.
7. Changing Political sign requirements.

Staff believes these changes will improve sign appearance throughout the City. In some circumstances, the code changes will allow more flexibility for businesses and in other circumstances it will rein in signs that are less desirable.

Planning Commission reviewed Text Amendment 2015-1 and recommended removal of a proposal to allow Electronic Message Reader signs in certain zones. Planning Commission expressed concern about Electronic signs detracting from the character of the City and not meeting the intent of the Comprehensive Plan.

RECOMMENDATION

Staff requests that City Council APPROVE Text Amendment 2015-1 as recommended by Planning and Zoning Commission.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 17
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING THE
SIGN CODE OF THE CITY OF RIFLE SET FORTH AT ARTICLE VIII OF
CHAPTER 16 OF THE RIFLE MUNICIPAL CODE.

WHEREAS, Article VIII of Chapter 16 of the Rifle Municipal Code, the City of Rifle Sign Code, provides terms and conditions regarding the use, placement, and characteristics of signs within the City of Rifle (“City”); and

WHEREAS, City staff charged with interpreting and applying the Sign Code have recommended that the Sign Code be amended to improve its ease of interpretation and application by the City; and

WHEREAS, the City Council wishes to address the recommendations of the City staff by amending the Sign Code to improve its ease of interpretation and application.

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. Article VIII of Chapter 16 of the Rifle Municipal Code is hereby amended, with additions shown in double underlined text and ~~strike-through language~~ deleted:

**ARTICLE VIII
Sign Code**

Sec. 16-8-10. Purpose and intent.

(1) Recognize that signs are a necessary means of visual communication for the convenience of the public and for the benefit of individuals, businesses, government and other entities to convey information or advertising.

(2) Provide a reasonable balance between the right of those concerned to identify businesses, services and other activities by the use of signs and the right of the public to be protected against the visual discord resulting from the unrestricted proliferation of signs and similar devices.

(3) Provide flexibility within the sign review/approval process to allow for unique circumstances and creativity.

(4) Limit signs to those which are accessory and incidental to the use on the premises where such signs are located.

(5) Protect the public from damage or injury caused by signs that are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs.

(6) Encourage signs that are responsive to the aesthetics and character of their particular location, adjacent buildings and uses, and the surrounding neighborhood. Ensure that signs are compatible and integrated with the building's architectural design and with other signs on the property.

(7) Ensure that signs are appropriate and compatible with their location and site features, including but not limited to the street on which they are located, the orientation of the building on the site, surrounding buildings, surrounding neighborhood characteristics, the type of building on the site and landscaping.

(8) Bring nonconforming signs into compliance with these regulations.

Sec. 16-8-20. Scope and applicability.

- (a) The provisions of this Article shall apply to the display, construction, erection, alteration, use, maintenance and location of all signs within the City. All signs displayed, constructed, erected or altered after the date of the adoption of the ordinance codified in this Article shall be in conformance with the provisions of this Article.
- (b) Nonconforming signs. A sign existing on February 1, 2015 and not in compliance herewith shall be regarded as a nonconforming sign. A nonconforming sign may continue if the business or land use associated with the sign continues in operation and it is properly repaired and maintained, subject to the following requirements.

Nonconforming signs shall be brought into conformance with the Sign Code under the following circumstances:

(1) A nonconforming sign that is structurally altered, relocated or replaced shall comply with the sign code. Replacement of a sign face or sign text, if done without altering the sign structure, shall not constitute a structural alteration or replacement.

(2) Discontinued nonconforming signs. Whenever a business, industry, service or other use has been discontinued and has ended its operations, nonconforming signs and nonconforming sign structures pertaining to the use shall be removed by the property owner within ninety (90) days. Notice of violation shall be given to the property owner and (14) days will be given to remedy the violation, at which time the City may remove the signs. The City shall keep the sign in storage for thirty (30) days, during which they may be recovered by the owner only upon payment to the City for costs of removal and storage. If not recovered within the thirty-day period, the sign and supporting structure shall be declared abandoned and title shall vest with the City. The costs of removal and storage (up to thirty [30] days) may be billed to the owner. If not paid, the applicable

costs may be imposed as a tax lien against the property from which the sign was removed.

(3) Sign maintenance. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain signs, including any illumination sources, in neat and orderly condition and in a good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such signs. The City may inspect any sign governed by this Article and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

Sec. 16-8-30. Sign permits and administration.

(a) Sign permit required.

(1) A sign permit shall be required in order to erect, move, alter, reconstruct or repair any permanent or temporary sign, except signs that are exempt from permits in compliance with Section 16-8-70 below.

(2) On properties with more than one (1) primary use, a separate permit shall be required for signage for each individual use. See Paragraph 16-8-50(b)(2) of this Article for information on properties with multiple buildings or multi-use centers.

(3) Changing or replacing the copy on an existing lawful sign shall not require a permit, provided that the copy change does not change the size of the sign, affect the sign structure, or render the sign in violation of this Article.

(b) Application for a sign permit.

(1) Sign permit application requirements. Applications for sign permits shall be made in writing on forms furnished by the City staff. The application shall contain:

(2) The street address of the proposed sign structure;

(3) Names and addresses of the owner, sign contractor and erector;

(4) Legible site plans which include the specific location of the sign and setbacks to adjacent property lines and buildings;

(5) A detailed drawing indicating the dimensions, materials and colors of the proposed sign structure. A certification by a structural engineer may be required by the City staff for a freestanding or projecting sign;

(6) A graphic drawing or photograph of the sign copy;

(7) A description of the lighting to be used, if applicable;

(8) If the sign is to be located off the premises advertised, a written lease or permission from the property owner of the site on which the sign will be located; and

(9) Sign permit fee and plan check fee as established by the current fee schedule. The applicant shall pay all costs billed by the City relative to the review of the application.

a. Sign permit application certification of completion. Upon receipt of a sign permit application, the City staff shall either certify that the application is complete and in compliance of all submittal requirements or reject it as incomplete and notify the applicant in writing of any deficiencies.

b. Staff review and approval. When the City staff has determined the application to be complete, the City staff shall review the sign permit in accordance with the established review criteria and has the authority to approve, approve with conditions or deny the sign permit. Upon the City staff's approval of the sign permit, the sign permit and any building or electrical permits required for the sign shall be issued to the applicant.

c. Terms of approval. Once a sign permit has been issued, it shall be unlawful to change, modify or deviate from the terms or conditions of the approved permit without the consent of the City.

d. Provision of insurance. For freestanding signs, projecting signs and any sign that is located on or above public right-of-way, proof of public liability insurance must be provided.

(c) Interpretation. When it is required that an interpretation be provided for standards and regulations specified in this Article, said interpretations shall be made by the Planning Director.

Sec. 16-8-40. Sign design.

(a) Professional. Signs shall be made by a professional sign company or other qualified entity as determined by the Planning Director.

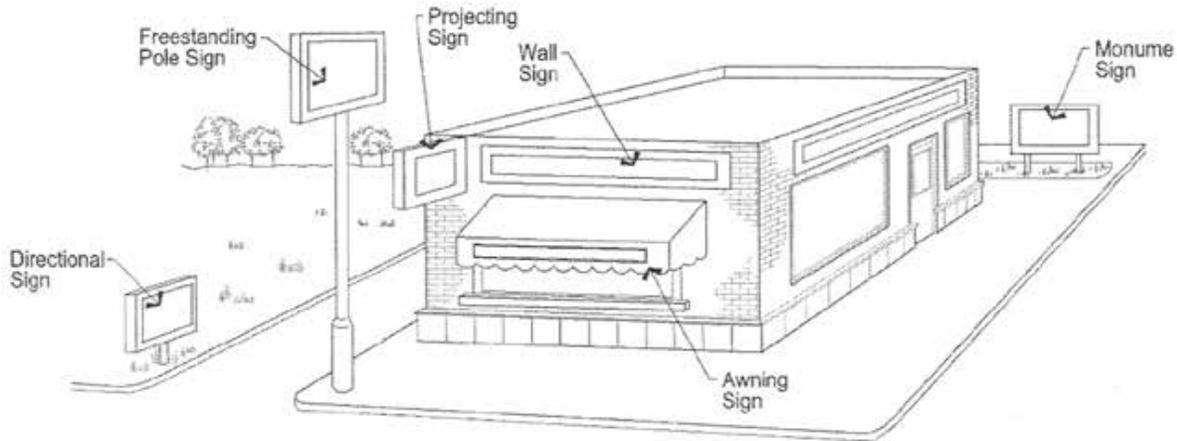
(b) Materials. Signs shall be constructed of durable, high quality architectural materials. The sign package must use materials, colors and designs that are compatible with the building facade. Sign materials must be of proven durability. Treated wood, painted metal, stone, brick and stucco are the preferred materials for signs. Plastic, vinyl and fabric materials, including banners and stake signs, are

Figure 16-8-1. Signs and architectural details.



considered impermanent material and are addressed in 16-8-70(4).

Figure 16-8-2. Types of signs



Sec. 16-8-50. Sign standards by zoning district.

(a) The following are standards for signs in the LDR, MDR, MDR-X, EZ zoning districts:

<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Area (sq. ft.)</i>	<i>Maximum Height</i>	<i>Lighting Types</i>	<i>Comments</i>
Awning/ Canopy or Wall			Limited to first story of building	Direct or indirect	Cannot project more than 12" beyond face of awning, canopy or building wall
Public or quasi-public uses	1 per street front	5% of building facade OR 25 sq. ft., whichever is less	unless second story has pedestrian access such as balcony	Lighting must be turned off from 11 pm to 6 am if within 500' of residential zone district	Cannot obstruct window, door or other architectural details
Multi-family complex	1 per street front	5% of building facade	Must be at least 8' above finished grade		Cannot extend above top of awning, canopy or building eave line
Legal existing nonconforming commercial	1 per street front or 1 per tenant	OR 25 sq. ft., whichever is less	Can be no more than 25' above grade		

					Signs located under a canopy or awning are considered suspended signs
Freestanding				Lighting must be turned off from 11 pm to 6 am if within 500' of residential zone district	Monument signs are only freestanding signs permitted in residential zone districts
Public or quasi-public use	1 per street front	1 sq. ft. for each lineal foot of building frontage OR 25 sq. ft., whichever is less	8'	Direct or indirect	Must be at least 8' from pavement Must be at least 4' from building
Multi-family complex	1 per street front	1 sq. ft. for each lineal foot of building frontage OR 25 sq. ft., whichever is less	6'	Direct	
Legal existing nonconforming commercial	1 per street front or 1 per tenant	1 sq. ft. for each lineal foot of building frontage OR 25 sq. ft., whichever is less	8'	Direct or indirect	
Subdivision entrance	1 monument sign per entrance	25 sq. ft.	6'	Direct	

Group child care center	1	10 sq. ft.	6'	Unlighted	
Home occupation	1	1 sq. ft.	4'	Unlighted	
Projecting or Suspended Sign	<u>1 per building frontage in MDR-X zone only; LDR and MDR not allowed</u>	<u>16 sq. ft.</u>	<u>Must be at least 8' above finished grade</u> <u>Can be no more than 25' above grade</u>		Not allowed
Window Sign					
Legal existing nonconforming commercial			Ground level only	Unlighted	Cannot exceed 25% of area of window Posters for temporary (<30 days) events are exempt

(b) Signs in the CBD, CS, TC, LI, I and PD zoning districts. See Chapter 16, Article 18 for additional standards for signs within the Central Business District.

(1) Properties or buildings with one (1) primary use and one (1) primary entrance are subject to the following guidelines:

<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Area (sq. ft.)</i>	<i>Maximum Height</i>	<i>Lighting Types</i>	<i>Comments</i>
Awning/ Canopy or Wall	No maximum number of signs. The total area of all wall signage must not exceed Maximum Area calculation	1 sq. ft. per linear foot of building frontage facing a street. Add 30	The lesser of 25' OR the top of first floor of structure Exception: wall signs above the	Direct, indirect, or internal Lighting must be turned off from 11 pm to 6 am if	Cannot project more than 12" beyond face of awning, canopy or building wall Cannot obstruct window, door or other

<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Area (sq. ft.)</i>	<i>Maximum Height</i>	<i>Lighting Types</i>	<i>Comments</i>
		square feet per additional use in multi-use buildings Central Business District: maximum 75 square feet	first floor of a building may be used in place of a freestanding sign	within 500' of a residential zone district	architectural details Cannot extend above top of building eave line Signs located under canopy or awning are considered suspended signs
Freestanding					
Business, institution, government, multifamily, subdivision	1 per 1,500 feet of street frontage per lot OR 1 per street frontage for corner and double frontage lots. Pole signs not permitted in the Central Business District; monument signs only	The lesser of: 1 sq. ft. for each lineal foot of building frontage OR 170 sq. ft. on Airport Road and Hwy 13. 130 sq. ft. in all other areas.	Cannot exceed height of principal building OR 25 ft. whichever is less Exceptions: At least 20 feet permitted on Airport Road and Hwy 13	Direct, indirect or internal Lighting must be turned off from 11 pm to 6 am if within 500' of residential zone district	Must be at least 8' from pavement Must be at least 4' from building On corner lots, maximum square footage must be shared if utilizing more than 1 sign For multi-tenant uses, 1 freestanding sign is permitted
Home Occupation	1	4 sq. ft.	6'	Unlighted	
Projecting or	1 per building	16 sq. ft.	Limited to		If used in

<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Area (sq. ft.)</i>	<i>Maximum Height</i>	<i>Lighting Types</i>	<i>Comments</i>
Suspended Sign	frontage		first story of building unless second story has pedestrian access such as balcony Must be at least 8' above finished grade Can be no more than 25' above grade		conjunction with awning/canopy or wall sign, size is calculated as part of total allowable area for awning/canopy or wall sign Must generally align with other projecting or suspended signs in same block Limited to 4-foot width
Window Sign		Cannot exceed 25% of area of window		Unlighted	Posters for temporary (<30 days) events are exempt <u>Areas under gas station canopies and near pumps shall be considered window display areas and may have impermanent material signs attached. Freestanding sign or light</u>

<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Area (sq. ft.)</i>	<i>Maximum Height</i>	<i>Lighting Types</i>	<i>Comments</i>
					<u>poles may not have impermanent signage.</u>
A-frames	1 per retail or restaurant use in <u>CBD, CS, and TC</u> only; <u>business structure</u> must be adjacent to <u>a City street-sidewalk, or internal sidewalk with minimum 4 feet of clearance width remaining with sign in place; sign may only be placed on a directly adjacent sidewalk.</u>	6 sq. ft.	48" tall; 24" wide	Unlighted	Subject to Chapter 11, Article II, Encroachment Permits Must be removed during non-business hours May not be open/closed sign only <u>A-frames on internal lots must be placed on the sidewalk, and not impede parking or traffic flow</u>

(2) Multi-use buildings and multi-building properties must create a sign program specific to that property according to the following guidelines.

- a. The sign program must be approved by the Planning Department and will be kept on file as a reference for reviewing sign applications within that development.
- b. Signage shall follow a similar theme throughout the project. This theme shall be based on the similar scale, size, height, shape and/or color.
- c. Individual uses may not have individual freestanding signs.

Sec. 16-8-60. Measurement of sign area and height.

(a) Sign surface area.

(1) The area of a geometric shape enclosing any message, logo, symbol, name, photograph or display face shall be measured using standard mathematical formulas.

(2) The computation of letters not attached to a surface or plane shall be made by determining the area enclosed within the smallest geometric figure needed to completely encompass all of the letters, words, insignias or symbols.

(3) Time and temperature devices shall not be included within the measurement of maximum sign area.

(b) Sign support. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.

(c) Back-to-back (double-faced) signs. Back-to-back signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed two (2) feet at any point.

(d) Three-dimensional signs. Where a sign consists of one (1) or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture), the sign area shall be measured as the maximum projection upon a vertical plane. Signs with three-dimensional objects that exceed a projection of six (6) inches from the sign face may be approved in compliance with Section 16-8-100.

(e) Wall signs. If a sign is attached to a wall, only that portion of the wall onto which the sign face or letters are placed shall be calculated in the sign area.

(f) Sign height. The height of a sign shall be measured from the highest point of a sign to the ground surface beneath it. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street. See Figure 16-2 for examples of sign height measurement.

Sec. 16-8-70. Exempt signs.

(a) The types of signs listed herein are exempt from permit requirements of these regulations and may be placed in any zoning district subject to the provisions of these regulations.

(1) Common exempt signage including: building identification signs, incidental signs, landmark signs, addresses, vacancy and no vacancy signs, no trespassing signs (maximum size of 8 square feet), time and temperature signs (maximum size of 10 square feet), and changeable copy signs for church, school, civic uses, and theaters.

(2) Nonvisible signs. Signs that are not visible beyond the boundaries of the lot or parcel upon which they are located and/or from any public thoroughfare or right-of-way shall be exempt from the provisions of this Article.

(3) Art, architectural features, or religious symbols. Integral decorative or architectural features of buildings, and works of art, so long as such features or works in no way identify a product or business and do not contain letters, trademarks, moving parts or lights.

(4) Banners. Banners applied to paper, plastic or fabric used to decorate or attract attention to a business, activity or event, provided that:

- a. The banner is displayed in conjunction with a special event for a period not to exceed thirty (30) days.
- b. Banners are displayed no more than two (2) times per calendar year per location.
- c. One (1) banner per street frontage per establishment shall be permitted.
- d. Non-profit special event banners. Temporary special event signs and banners for religious, charitable, civic, fraternal or similar nonprofit or not-for-profit organizations shall be erected no sooner than thirty (30) days prior to and removed no later than seven (7) days after the event. No such sign shall exceed thirty-two (32) square feet. No such sign shall be illuminated.

(5) Banners on private light poles. Commercial banners may be displayed on privately-owned light poles, provided that:

- a. The business has an outdoor sales component such as auto/vehicle/equipment sales or other acceptable merchandise occurring outdoors.
- b. One banner per light pole, or two if placed to mirror each other and total size not exceeding size requirements below.
- c. Size is no greater than 8 feet in height and 6 feet in width.
- d. At least 10 feet off the ground.
- e. Consistent theme and professional design.

(6) Construction signs. Temporary construction signs, provided that:

- a. Signs are limited to information regarding participating building contractors, subcontractors, professional firms, lending institutions and property owners.
- b. Signs in conjunction with any single-family residential use shall not exceed eight (8) square feet each.
- c. Signs in conjunction with all uses besides single-family residential shall have a maximum area of thirty-two (32) square feet each.
- d. Only one (1) such sign oriented per street front per premises shall be erected. On corner lots, any two (2) such signs located on the same premises shall be located at least one hundred (100) feet apart as measured by using a straight line.
- e. Such signs shall not be illuminated.
- f. Such signs shall only appear at the construction site.
- g. Such signs shall be removed within seven (7) days after completion of the project.

(7) Decorations (holiday). Temporary decorations or displays, when such are clearly incidental to and are customarily and commonly associated with any national, state, local

or religious holiday or celebration; provided that such signs shall be displayed for not more than sixty (60) days in any one (1) year and may be of any type, number, area, height, location, illumination or animation.

(8) Flags. Government and nongovernment flags are allowed, provided that they do not display commercial logos.

(9) Garage, estate, yard sale or farm auction. Signs which advertise a private garage or yard sale ~~on the lot on which the sign is located~~; provided that such signs: are displayed no more than twice per year per dwelling unit. The sale sign is limited to four (4) square feet per face of sign area. It may be installed not more than seven (7) days prior to the sale, and it must be removed not later than two (2) days after the sale.

- a. Are limited to four (4) square feet per face of sign area.
- b. Are installed not more than one (1) day prior to the sale, and are removed not later than twelve (12) hours after the sale.
- c. Are not placed on light or street poles or traffic control devices such as stop signs, parking signs, or cross walk signs.
- d. Do not block vehicle line of site, or obstruct vehicular or pedestrian traffic.
- e. Signs that do not meet these requirements may be removed and discarded by city officials without notice to the owner.

(10) Hunting season signs. Temporary signs and banners intended to attract attention of seasonal hunters, provided that:

- a. Signs are only permitted between August 1 and December 1 each year.
- b. Signs must be placed on the same premises of the business or activity for which they are displaying information.
- e. ~~No such sign shall exceed sixteen (16) square feet.~~
- c. No such sign shall be illuminated or animated.

(11) Notice boards and other governmental notices. Notice boards for public or religious institutions or other uses as approved by City staff and primarily intended for pedestrians.

(12) Political signs. Political signs displayed on private property in accordance with an official election or signs erected on behalf of candidates for public office, provided that if placed by an individual or organization that is not the owner of the property:

- a. Written permission of the property owner is obtained prior to placement of said signs.
- b. Such written permission shall include the earliest date upon which said signs will be placed and any date upon which said signs will be removed.

- ~~a. Residential district signs shall not exceed three (3) square feet per face or six (6) square feet total.~~
- ~~b. In commercially zoned locations, the maximum sign area shall be ten (10) square feet for each sign face, or twenty (20) square feet total.~~
- ~~c. Such signs shall be placed no closer than eight (8) feet from the nearest pavement edge.~~
- ~~d. All such signs may be erected no sooner than sixty (60) days in advance of the election for which they were made.~~
- ~~e. The signs are removed within seven (7) days after the election for which they were made.~~
- ~~f. The property owner upon whose land the sign is placed shall give written permission for the placement of said signs and will be responsible for violations.~~

(13) Real estate sign. Properties being offered for sale, lease or development may have temporary signage, subject to the following limitations:

- d. For individual residential and commercial lots, one (1) sign is permitted per lot. The maximum sign area shall be six (6) square feet for each sign face. The maximum height shall be five (5) feet.
- e. For residential and commercial major subdivisions, one (1) sign is permitted per subdivision. The maximum sign area shall be thirty-two (32) square feet for each sign face. The maximum height shall be eight (8) feet.
- f. Each shall be limited to two (2) sign faces.
- g. Signs must be located on the lot or subdivision being advertised. Such signs shall be placed no closer than eight (8) feet to the property line or nearest pavement edge or sidewalk, whichever is closer. Placement shall also conform to the City's site distance triangle requirements.
- h. No more than three (3) temporary directional signs advertising a specific planned commercial or mixed use development, subdivision, multi-family development, etc., may also be permitted off-site. Each such sign may have a maximum area of four (4) square feet and shall be placed outside all existing rights-of-way.
- i. All signs advertising lots for sale or lease shall be removed no later than seven (7) days after the closing or signing of a lease agreement.
- j. All signs advertising subdivisions shall be removed after seventy-five percent (75%) of lots have sold within an advertised subdivision.
- k. No sign allowed under this Subsection shall be lighted.

(14) Strings of light bulbs. Displays of string lights, provided that:

- d. They are decorative displays which only outline or highlight landscaping or architectural features of a building.

e. They are steady burning, clear, noncolored bulb lights. No blinking, flashing, intermittent changes in intensity or rotating shall be permitted unless in conjunction with holiday decorations.

f. They shall not be assembled or arranged to convey messages, words, commercial advertisements, slogans and/or logos.

(15) Vehicular signs. Signs displayed on trucks, buses, trailers or other vehicles which are being operated or stored in the normal course of a business, such as signs indicating the names of the owners or businesses which are located on moving vans, delivery trucks, rental trucks and trailers and the like, shall be exempt from the provisions of these regulations, provided that the primary purpose of such vehicles is not for the display of signs, and provided that they are parked or stored in areas appropriate to their use as vehicles.

(16) Ideological signs. Ideological signs displayed on private property, provided that if placed by an individual or organization that is not the owner of the property:

c. Written permission of the property owner is obtained prior to placement of said signs.

d. Such written permission shall include the earliest date upon which said signs will be placed and any date upon which said signs will be removed.

Sec. 16-8-80. Prohibited signs.

The following signs are inconsistent with the purposes and standards in this Article and are prohibited in all zoning districts:

(1) Animated signs. Signs with flashing, rotating, blinking or other illuminating or animating devices that have a changing brightness or intensity or color; or signs with movement, animation or apparent movement. This includes signs with optical illusion of movement by means of a design which presents a pattern capable of reversible perspective, giving the illusion of motion or changing of copy. Time and temperature signs and barber poles less than three (3) feet in height are exempt from this prohibition.

(2) Signs in the right-of-way. Any sign, other than a traffic control sign, erected, constructed or maintained within, over or upon the right-of-way of any road or highway.

(3) Roof signs.

(4) Signs confused with traffic control devices. Any sign whose size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control device, sign or signal, when in fact, it is not a traffic control device, sign or signal.

(5) Off-premises signs. Any off-premises advertising sign or any other sign not pertinent and clearly incidental to the permitted use on the property where located, except for temporary subdivision directional signs, directional real estate signs and political signs, and except for signs permitted in Section 16-8-90.

(6) Temporary stake signs. Any sign attached to non-permanent wire stake stands pushed into the ground when used for commercial advertising purposes except as permitted in Section 16-8-70.

(7) Signs emitting any sound or noise.

(8) Searchlights or beacons.

(9) Inflatable signs. Inflatable figures, shapes or mascots or tethered balloons except during hunting season for five (5) days.

(10) Signs of nonpermanent material. Fabric signs, flags, pennants or banners when used for commercial advertising purposes, except as permitted in this Article.

(11) Electronic message boards. Electronic message boards except governmental signs.

(12) Signs for vacated or abandoned entities. Any sign (together with its supporting structure) now or hereafter existing which, ninety (90) days or more after the premises have been vacated, advertises an activity, business, product or service no longer produced or conducted upon the premises upon which such sign is located. If the sign or sign structure is covered or the identifying symbols or letters removed, an extension of time may be granted by the Building Official upon good cause for such extension being shown. (This provision shall not apply to permanent signs accessory to businesses which are open only on a seasonal basis, provided that there is clear intent to continue operation of the business).

(13) Signs on natural features. Any sign painted on rocks or other natural features or terrain, unless approved by the City Manager.

Sec. 16-8-90. Off-premises signs.

Off-premises signs, are generally prohibited, except for those specific types of signs listed in this Section.

(1) Business district identification signs. A business district identification sign is an off-premises sign for the identification of a specific business district or center identified in the Comprehensive Plan or a business improvement or redevelopment area approved by the Planning Commission. Business district signs shall not:

- a. Interfere with pedestrian or vehicular safety;

- b. Detract from the pedestrian quality of the surrounding area; or
 - c. Add to an over-proliferation of signs on one (1) property or in one (1) area.
- (2) Church and civic club off-premises signs. A church or civic club off-premises sign is an off- premises sign intended to direct people to the church or civic club and/or state meeting dates and times. Such signs shall not:
- d. Interfere with pedestrian or vehicular safety;
 - e. Detract from the pedestrian quality of the surrounding area;
 - f. Add to an over-proliferation of signs on one (1) property or in one (1) area;
 - g. Be allowed for any organization that has not proven nonprofit status;
 - h. Measure more than four (4) square feet; or
 - i. Number more than five (5) for any organization.

Sec. 16-8-100. Creative signs.

(a) Purpose. This Section establishes standards and procedures for the design, review and approval of creative signs. The purposes of this creative sign program are to:

(1) Encourage signs of unique design and that exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit; and

(2) Provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the City, while mitigating the impacts of large or unusually designed signs.

(b) Applicability. An applicant may request approval of a sign permit under the creative sign program to authorize on-site signs that employ standards that differ from the other provisions of this Article but comply with the provisions of this Section.

(c) Approval authority. A sign permit application for a creative sign shall be subject to approval by the Planning Commission.

(d) Application requirements. A sign permit application for a creative sign shall include all information and materials required by the City, and the filing fee based on the same fee schedule as a building permit.

(e) Design criteria. In approving an application for a creative sign, the Planning Commission shall ensure that a proposed sign meets the following design criteria:

(1) Design quality. The sign shall:

- a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;

- b. Be of unique design and exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit; and
 - c. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion.
- (2) Contextual criteria. The sign shall contain at least one (1) of the following elements:
- a. Classic historic design style;
 - b. Creative image reflecting current or historic character of the City.
 - c. Symbols or imagery relating to the entertainment or design industry; or
 - d. Inventive representation of the use, name or logo of the structure or business.
- (3) Architectural criteria. The sign shall:
- a. Utilize and/or enhance the architectural elements of the building; and
 - b. Be placed in a logical location in relation to the overall composition of the building's facade and not cover any key architectural features/details of the facade.

Sec. 16-8-110. Definitions.

For purposes of this Article, the following words are defined as follows:

Abandoned sign means an unused or abandoned sign that meets any of the following criteria:

- a. A sign that identifies an establishment, products or services that no longer exist or are no longer provided on the premises where the sign is located.
- c. A sign that identifies a time, event or purpose which has passed or no longer applies.
- d. A sign that is vacant of copy.

A-frame sign means a sandwich-board-type sign typically used in front of a business for advertising purposes.

Area means the area of a geometric shape enclosing any message, logo, symbol, name, photograph or display face and shall be measured using standard mathematical formulas. See Section 16-8-60 for detailed computation information.

Awning sign means a sign that is painted, stitched, sewn or stained onto the exterior of an awning. An awning is a movable shelter supported entirely from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

Banner means a sign of flexible fabric, plastic, paper or similar material that is mounted to a pole or a building by wires, ropes or other temporary methods. Flags shall not be considered banners.

Beacon means a rotating or moving source of light.

Building frontage means the horizontal linear dimensions of that side of a building that abuts a street, parking area, mall or other circulation area open to the general public. Where more than one (1) use occupies a building, each such use having a public entrance or main window display shall be considered to have its own building frontage, which shall be the front width of the portion of the building occupied by that use.

Building identification sign means a nonilluminated sign constructed of metal or masonry or other permanent material which is permanently affixed to a building or structure for the purpose of identifying the name of a building, date of erection or other incidental or historical information, as approved by City staff.

Canopy sign means a sign that is permanently affixed to a roofed shelter attached to and supported by a building, by columns extending from the ground or by a combination of a building and columns. A marquee is not a canopy sign.

Changeable copy sign means a sign or part of a sign with characters, letters or illustrations that can be changed or rearranged on the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign.

Commercial message means wording, logo, or other representation that, directly or indirectly, names advertises, or calls attention to a business, product, service or other commercial activity.

Courtesy sign means a nonilluminated or indirectly illuminated sign which identifies, as a courtesy to customers, items such as credit cards accepted, redemption stamps offered, menus or prices.

Façade means the front of a building, including entries, parapets and rooflines, especially the principal face.

Face means the surface of a sign upon, against or through which the message is displayed, illustrated or illuminated.

Fence sign means a sign mounted or attached on a fence.

Flag, government means a device composed of flexible cloth, plastic or other similar material that displays local, state or federal emblems, seals or colors.

Flag, nongovernment means a device composed of flexible cloth, plastic or other similar material that displays nongovernment emblems, business or corporate logos, symbols or illustrations.

Freestanding sign means a sign that is supported by one (1) or more columns, uprights, poles or braces extended from the ground, or which is erected on the ground, and shall also include a monument sign and a pole sign but does not include a sign attached to a structure.

Government sign means a sign erected by government or government agencies for regulatory and informational purposes.

Holiday decorations means temporary decorations, strings of lights or displays clearly incidental to and customarily associated with any state, local or religious holiday.

Ideological sign means a sign communicating a philosophical message or ideas that do not fit in any other Sign Code category.

Illuminated sign means a sign lighted by or exposed to artificial lighting or illumination.

Illumination, direct means lighting by means of an unshielded light source (including neon tubing) which is effectively visible as a part of the sign, where light travels directly from the source to the viewer's eye.

Illumination, indirect means lighting by means of a light source directed at a reflecting surface in a way that illuminates the sign from the front, or a light source that is primarily designed to illuminate the entire building facade upon which a sign is displayed. Indirect illumination does not include lighting which is primarily used for purposes other than sign illumination; e.g., parking lot lights or lights inside a building that may silhouette a window sign but are primarily installed to serve as inside illumination.

Illumination, internal means lighting by means of a light source that is within a sign having a translucent background, silhouetting opaque letters or designs, or which is within letters or designs that are themselves made of a translucent material.

Incidental sign means a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone" and other similar directives. No sign with a commercial message or logo shall be considered incidental.

Landmark sign means a non-illuminated sign constructed of metal, masonry or other permanent material that is permanently fixed to a building or structure for the purpose of identifying a historic structure, historic place, significant event, personal memorial or other similar feature.

Lot frontage means any boundary line of a parcel of land that coincides with the right-of-way or street.

Monument sign means a freestanding sign where the entire bottom of the sign is affixed to the ground, not to a building.

Multi-use building means a building with multiple uses, each with an individual entrance. Note that a single business that includes multiple uses within one building, such as an auto sales office AND a vehicle service center, may be considered a multi-use building.

Nonconforming sign means a sign which was lawfully erected, altered, moved or maintained under previous sign codes and received a valid sign permit but does not conform to the provisions of this sign code nor has been subsequently granted a variance from the sign code.

Off-premises sign means any sign which is placed on a parcel of land other than that upon which the use, event or activity is located.

On-premises sign means any sign directly pertaining to an existing permitted use, event or activity on the property upon which said sign is located.

Pennant means a lightweight plastic, fabric or other material, whether or not containing a message or any kind, suspended from a rope, wire or string, usually in a series.

Permanent sign means a sign that is permanently fixed or attached to the ground or a structure, or any sign that is intended to be displayed on a continuing and ongoing basis for more than ninety (90) days.

Political sign means a noncommercial sign that either displays a message conveying political or ideological views or supports a specific political candidate or ballot item for election.

Portable sign means a sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including but not limited to: signs designed to be transported by means of wheels; signs converted to A- or T- frames; menus and sandwich board signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

Premises means the physical location occupied by the business or activity being conducted.

Projecting sign means a sign attached to a building and extending in whole or in part more than six (6) inches beyond the surface of the building to which the sign is attached.

Residential sign means any sign located in a district zoned for residential uses that contains no commercial message, except advertising for goods and services legally offered on the premises where the sign is located.

Roof sign means a sign erected and constructed upon or over the roof or parapet of a structure or building.

Sign means any object, device, display or structure which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business,

product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images.

Stake sign means any material attached to non-permanent wire stake stands pushed into the ground without a permanent foundation, such as real estate and campaign signs.

Street sign means an official sign erected by a government entity or subdivision developer in order to identify a street name.

Suspended sign means a sign suspended from the underside of a horizontal plane surface (such as ceiling, canopy, portico or soffit) and is supported by such a surface.

Temporary sign means a sign that is used only temporarily and is not permanently fixed to the ground or a structure.

Time and/or temperature sign means a sign intended to display time and temperature information for a limited period of time and capable of being viewed from any public right-of-way, parking area or neighboring property.

Vehicular sign means a sign displayed on a truck, bus, trailer or other vehicle.

Vending machine sign means a sign on a vending machine identifying products therein.

Wall sign means a sign painted on, incorporated into or affixed to the building wall that extends no more than six (6) inches from the wall or surface upon which it is attached, and whose display surface is parallel to the face of the wall on which it is attached or displayed.

Window sign means a sign that is displayed in, applied or attached to a window or that can be read through the window from the public right-of-way.

Section 3. This Ordinance shall become effective October 1, 2015.

INTRODUCED on August 19, 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 September 2, 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



To: City Council
From: Bobby O'Dell Public Works Superintendent
CC: Dave James Fleet Mechanic
Date: August 13, 2015
Re: Authorizing use of GovDeals, Inc. to sell Surplus inventory

Honorable City Council, after research on how to manage the sale of Surplus equipment/vehicles we are proposing a system that will allow us to sell all City of Rifles surplus online.

This system is called GovDeals.

It will allow the City Of Rifle an effective way to manage surplus property and ensure that we get the best possible prices for these assets. All inventories would be staged at O&M Facility, Pictures and information will be uploaded by Fleet Dept.

Please find attached some information detailing what GovDeals is and how they can assist us in liquidation of surplus supplies and equipment.

- There is no charge to the city for this service.
- We can track every aspect of the sale and have documentation for finance.
- The purchaser pays all fees.
- Minimum bid reserve will be established from Dept. Head recommendation's and approved by finance department and or City Manager.

SAMPLE OF UPLOADED SUPRLUS (*Kodiak Plow Truck*)

<http://www.govdeals.com/index.cfm?fa=Main.Item&acctid=7170&itemid=4&preview=1>

Govdeals.com is the web page for the purchaser.

Govdeals.net is the web page for the seller.

Thank you, Bobby O'Dell



**GovDeals...the experienced and proven
online government surplus sales service
provider.**

The GovDeals advantages...

- Our only business is selling government surplus online.
- An extensive targeted online buyer audience produces more proceeds for surplus items.
- Sell items immediately before they lose value.
- Reduce or eliminate storage and transportation costs.
- Designed for governments.
- Secure and transparent transactions.
- Extensive audit record retention and reporting.
- Easy to learn and use.
- Helps provide a green solution for surplus property disposal.

**GovDeals can electronically collect proceeds
using these methods:**



Doing business with GovDeals...

- Simple, non-exclusive memo of understanding.
- Invoiced for sold items only.
- Elective payment options.
- Training and Help Desk support.
- Extensive marketing capabilities to maximize asset revenue.

**GovDeals is a difference-making
solution with an extensive roster of
satisfied clients**

GovDeals, Inc. is a subsidiary of Liquidity Services, Inc. (NASDAQ:LQDT). LSI and its subsidiaries enable corporations and government agencies to market and sell surplus assets quickly and conveniently using online auction marketplaces and value-added services. The company is headquartered in Washington, DC. Additional information may be found at www.liquidityservicesinc.com.

GovDeals[®]
A Liquidity Services Marketplace

GovDeals
5907 Carmichael Place
Montgomery, AL 36117

866.377.1494 • www.GovDeals.com • SalesSupport@govdeals.com

GovDeals[®]
A Liquidity Services Marketplace

Online Government
Surplus Auctions

www.govdeals.com

866.377.1494

SalesSupport@govdeals.com

GovDeals...Where motivated buyers meet trustworthy sellers!

“Online auctions through GovDeals directly increased revenues plus created even more significant savings through cost avoidance. Our County and many of the surrounding communities are very pleased with the results and service.”

Cape May County, NJ

“Our helicopter was by far the most expensive asset we have liquidated through our on-line auctions. Sources familiar with this aircraft told us we should get around \$600,000 for it so we were extremely pleased to sell it for \$791,000. I received telephone inquiries on this helicopter from the United Kingdom, Dominican Republic, Ukraine, Brazil, Canada and Belgium. It was absolutely incredible. I couldn’t even leave my office without another Metro employee stopping to ask how the auction was going.”

Louisville-Jefferson County Metro Government, KY

“Lowndes County began using GovDeals in March of 2008. The majority of our listings are vehicles and we have yet to be disappointed with the amount of proceeds generated. The new Financial Settlement Services feature has made the auction process even easier. Winning bidders pay GovDeals directly – I no longer collect money. GovDeals sends me a check each week with the proceeds received from the previous week. It does not get much easier than that! I highly recommend using GovDeals. It is a painless process that yields great rewards.”

Lowndes County Commissioners, GA

“We began using GovDeals in March of 2005 to sell surplus vehicles, equipment and other property online. Recently we sold two Sewer Camera Trucks that brought in 62% more money on GovDeals than had we accepted the trade-in offer on these vehicles. The bottom line is that GovDeals is a very effective way to manage surplus property and ensure that governments get the best possible prices for these assets.”

Charleston Commissioners of Public Works, SC

“By using Financial Settlement Services it prevents mistakes by buyers who in the past made errors in their payments. For example, buyers are required to contact me to get the revised price that may include their State taxes, County taxes or exemptions from paying any taxes.”

City of Tampa, FL



Public Utilities



Transportation



Transit



Emergency Vehicles



Law Enforcement



Specialty Assets





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

From: Lisa Hamilton, HR Director/City Clerk

Date: Friday, August 14, 2015

Subject: Education requirements for liquor licensees

At your workshop on August 5, we discussed changing the requirement that seminars on responsible serving/selling of alcohol take place in Garfield County and be personalized to Rifle. You asked me to look into different options that liquor licensees could use to receive training on responsible serving/selling of alcohol, and to work with the City Attorney to change the criteria for courses and qualifications of instructors.

In 2004, the state legislature authorized liquor stores to offer tastings of alcohol beverages. Before the liquor stores could offer tastings, however, they were required to be trained on responsible serving/selling. The legislature required the State Liquor Enforcement Division to establish standards for training curricula. Liquor Enforcement is also responsible for approving trainers. There are now close to 2 dozen individuals and companies that Liquor Enforcement recognizes as offering training that meets the state standards. See the attached list of approved trainers, and the attached state standards. TIPS and ServSafe are on the list, as are 3 City of Grand Junction employees. The cost varies with the trainer. Grand Junction's classes are free, open to Rifle licensees, and happen 5-6 times per year.

Staff recommends that the City align its course criteria with the State's. Staff also recommends that the City accept training provided by a trainer approved by the State. Proposed Resolution No. 21, Series of 2015, would make these changes.

Translate

[Home](#)[Auto Industry](#)[Gaming](#)[Liquor & Tobacco](#)[Marijuana](#)[Racing](#)[Contact Us](#)

Approved Responsible Vendors Training

Approved Vendors List

List of Vendors has filed evidence of compliance with the Standards for a Seller & Server Training Program

City of Evans - Evans Police Department

Officer Eric McCall

1100 37th Street

Evans, Colorado 80620

Phone: 970-339-2441

E-mail: emccall@evanscolorado.gov

City of Grand Junction - City Clerk Office

Stephanie Tuin, MMC

250 North 5th Street

Grand Junction, Colorado 81501

Phone: 970-244-1509

City of Grand Junction - Police Department

Meghan Woodland & Ms. Maggie Fitzgerald

250 North 5th Street

Grand Junction, Colorado 81501

Phone: 970-244-1509

City of Greeley - Police Department

Detective Andy Gilmore

2875 West 10th Street

Greeley, Colorado 80634

Phone: 970-350-9675

Email: Andy.Gilmore@greeleyPD.com

City of Lafayette - Police Department

Detective John Dombeck

451 N 111th Street

Lafayette, Colorado 80026

Phone: 303-665-5571

www.cityoflafayette.com

City of Montrose - Police Department

Coordinator: Sgt. Bernie Chism - Phone: 970-252-5215

Montrose Police Department - Phone: 970-252-5200

433 South 1st Street

Montrose, Colorado 81402

Email: gchism@ci.montrose.co.us

COAST

Arlene Zehring, Field Trainer

Western Refining

2939 East Main

Farmington, NM 87402

Phone: 505-414-5915

E-mail: arlene.zehring@wnr.com

Colorado Bar Owners Association (Approved for Live Streaming)

Mickey Petrollini - Executive Director

4040 S. Spruce Street

Denver, Colorado 80237

Phone: 303-945-5249

Email: mpetrollini@CObars.com

Colorado Licensed Beverage Association (Approved for Live Streaming)

Jeanne M. McEvoy - Program Director

19841 E. 108th Place

Commerce City, Colorado 80022

Phone: 303-766-7144

E-mail: myclba.com@gmail.com

Colorado Responsible Vendor by Dave Reitz

David C. Reitz

10898 County Road 28

Ft. Lupton, Colorado 80621

Phone: 303-653-5643

E-mail: reitz.david@gmail.com

Frederick Police Department

Sergeant Gregg Lotspeich

333 5th Street - PO Box 639

Frederick, Colorado 80530.

Phone: 720-382-5700 ext. 705

E-mail: glotspeich@frederickco.gov

Grand Futures Prevention Coalition

Kate Elkins & Josh Carell

PO Box 774923

Steamboat Springs, Colorado 80477

Phone: 970-879-6188

Email: kate@grandfutures.org

Grand Futures Prevention Coalition - RAST

Megan McCord

PO Box 557

Granby, Colorado 80446

Phone: 970-887-9655

Email: megan@grandfutures.org

Larimer County Sheriff's Office

Sergeant Gerald Baker

2501 Midpoint Drive

Ft. Collins, Colorado 80525

Liquor Licensing of Colorado, LLC

Milan Foster, Consultant

PO Box 751

Woodland Park, CO 80866

Phone: 719-687-8592

Email: LiquorLicColo@q.com

Liquor Licensing Professionals, LLC

Sue Duffy Schwall

Patricia Harper-Schuyler

Jason Bourassa

George Herrera

24 Via Sierra Grande

Manitou Springs, CO 80829

Phone: 719-390-8844

E-mail: liquorpros@msn.com

Louisville Police Department

Sergeant Jay Lanphere

Officer Cristy Gordanier

992 Via Appia

Louisville, Colorado 80027

Phone 303-666-6531

E-mail: isvlpd@ci.louisville.co.us

Loveland Police Department

Sargent James Mines

810 East 10th Street, Suite 100

Loveland, Colorado 80537-4942

Phone: 970-962-2683

Website: www.ci.loveland.co.us

Tavern League of Colorado

David Reitz

c/o Tavern Hospitality Group

2563 15th Street, Suite 200

Denver, Colorado 80211

Phone: 303-653-4643

E-mail: reitz.david@gmail.com

Training Classes in English & Spanish

Oedipus, Inc.

Max Scott & Tina Scott

PO Box 1012

Lafayette, Colorado 80026

Phone: 303-661-0638

Fax: 303-604-2862

E-mail: exleg@comcast.net

Website: <http://member.expertpages.com/oedipusinc>

ServSafe Alcohol

"ServSafe is a registered trademark of the National Restaurant Association Education Foundation"

Colorado Restaurant Association - Education Fund

Maureen McNamara

430 E. 7th Avenue

Denver, CO 80203

Phone: 303-830-2972

Website: www.coloradorestaurant.com

TIPS - Training for Intervention Procedures

Nicole M. Seymour - Government Relations Manager

Health Communications, Inc.

1400 Key Blvd., Suite 700

Arlington, VA 22209-1547

Phone: 800-GET-TIPS or 800-438-8477 ext. 390

E-mail: seymourn@gettips.com

Website: www.gettips.com

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Regulation 47-605. Responsible Alcohol Beverage Vendor and Permitted Tastings by Retail Liquor Stores and Liquor Licensed Drugstores

To be considered a Responsible Alcohol Beverage Vendor at any licensed premises, or to serve beverage alcohol at tastings held in retail liquor stores or liquor licensed drugstores, the following standards must be complied with.

A. Initial Certification Training Program Standards

1. A training program must be attended by the resident on-site owner (if applicable) or a manager, and all employees selling/serving alcohol beverages
2. Once a licensee is designated a "Responsible Vendor," all new employees involved in the sale, handling and service of alcoholic beverages must complete the training described in this regulation within 90 days of date of hire
3. The program must include at least (2) hours of instruction time.
4. The program must provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee
 - a. Attendees that can speak and write English must successfully pass a written test with a score of 70% or better
 - b. Attendees that cannot speak or write English may be offered a verbal test, provided the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better
5. Program providers may, at their discretion, conduct class surveys or discussions to help determine a program's effectiveness. This time shall not be counted as part of the program's instruction time.

B. Initial certification training class core curriculum

1. Discussion concerning alcohol's effects on the human body
 - a. Alcohol's physical effects
 - b. Visible signs of intoxication
 - c. Recognizing the signs
2. Liquor Liability
 - a. Civil liability
 - b. Criminal liability
 - c. Administrative liability (License Sanctions)
 - d. Liability for licensee and/or managers for the actions of employees
3. Sales to visibly Intoxicated persons
 - a. Colorado law provisions
 - b. Recognition and prevention

- c. Intervention techniques
 - d. Related laws or issues
 - i. DUI/DWAI
 - ii. Reg. 47-900
 - 4. Sales to minors
 - a. Colorado law provisions
 - b. Sale and service
 - c. Permitting consumption
 - 5. Acceptable forms of Identification (Reg. 47-912)
 - a. How to check identification – protocol
 - b. Spotting false identification
 - c. Mistakes made in verification
 - 6. Other key state laws and rules affecting owners, managers, sellers, and servers
 - a. Age requirements for servers and sellers
 - b. Provisions for confiscating fraudulent identifications
 - c. Removal of liquor from on-premises licensed establishment
 - d. Patrons prohibited from bringing liquor onto licensed premises
 - e. Permitted hours of sale and service
 - f. Conduct of establishment
 - g. Nudity and prohibited entertainment
 - h. Permitting inspections by state and local licensing and enforcement authorities
 - i. Reporting changes in ownership and management
 - j. Licensee responsible for activities occurring within licensed premises
 - k. Tastings in retail liquor stores and liquor licensed drugstores
 - l. Prohibited purchases
- C. Information for Owners and Managers
 - 1. Local Licensing and Enforcement
 - a. Encourage to become familiar with local law provisions
 - b. Encourage to develop a relationship with local agencies
 - 2. State Licensing and Enforcement
 - a. How to contact the Liquor Enforcement Division
 - b. Become familiar with state laws and regulations
 - c. Encourage to develop a relationship with area investigator
 - 3. Recommendations for Licensees
 - a. Establish policies and procedures
 - b. Establish a record keeping system to document activities and events
 - c. Contact local Authority on incident reporting expectations
- D. Training programs based on type of licensed establishment and portability of training

1. Training program curriculum may be tailored by Division-Certified training program providers to on-premises only licensed establishments, to off-premises only licensed establishments, or to both on-premises and off-premises combined. Except as noted below, all approved training programs shall include the curriculum contained in sections B and C of this regulation.
2. Combined training programs must include all of the curriculum contained in sections B and C of this regulation. Persons certified in a combined training program may use the certification in both on- and off- premises licensed establishments.
3. On-premises only training programs may exclude from their curriculum section B(6)(k) of this regulation relating to liquor store tasting events. Persons certified in an on-premises only training program may use their certification only in an on-premises licensed establishment.
4. Off-premises only training programs may exclude from their curriculum sections B(6)(c), (d), (f), and (g) relating to activities at on-premises businesses. Persons certified in an off-premises only training program may use their certification only in an off-premises licensed establishment.

E. Recertification requirements

1. Recertification must occur every three (3) years
2. Recertification shall be accomplished in any of the following manners:
 - a. Documented successful passage of a written or verbal test with a score of 70% or better administered by a Division-approved program trainer in person, which demonstrates knowledge of new and existing alcohol beverage laws Code of Colorado Regulations 45
 1. Completion of a course is not required before the test is administered
 2. Failure to pass the first administration of the test shall require attendance at either a recertification course or an initial certification training program
 - b. Documented attendance and completion of a recertification course
 - c. Documented attendance and completion of an initial certification training program
3. Recertification course
 - a. The curriculum must cover any and all changes in the law or regulations that effect the curriculum contained in the initial certification program
 - b. The course must provide a refresher on the following topics:
 1. Sales to intoxicated persons
 2. Sales to minors
 3. Legal sales hours

4. Civil and criminal liabilities for law violations
- c. No minimum instruction time or testing requirements shall apply

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 21
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ESTABLISHING THE GENERAL CRITERIA FOR COURSES
AND QUALIFICATIONS OF INSTRUCTORS FOR EDUCATIONAL LIQUOR
SEMINARS.

WHEREAS, Rifle Municipal Code Section 6-5-170 requires managers and employees of liquor license holders to attend educational liquor seminars; and

WHEREAS, Section 6-5-170 states the local liquor licensing authority shall establish by resolution the general criteria for educational liquor courses and qualifications of instructors; and

WHEREAS, Resolution No. 2, Series of 2014 established such criteria; and

WHEREAS, the City Council of the City of Rifle, as the local liquor licensing authority, desires to revise the criteria.

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

Section 1. The City incorporates the foregoing recitals as findings by the City Council.

Section 2. Educational liquor courses shall meet standards for a seller and server training program established by the Colorado Department of Revenue Liquor Enforcement Division.

Section 3. Instructors of educational liquor courses shall be Responsible Vendor Trainers approved by the Colorado Department of Revenue Liquor Enforcement Division.

Section 4. Resolution No. 2, Series of 2014 is repealed.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of August, 2015.

CITY OF RIFLE, COLORADO

By _____
Mayor

City of Rifle, Colorado
Resolution No. 21, Series of 2015
Page 2 of 3

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO
ORDINANCE NO. 16
SERIES OF 2015

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-11-20 OF THE RIFLE MUNICIPAL CODE INCREASING THE
NUMBER OF HOUSING AUTHORITY BOARD MEMBERS.

WHEREAS, Section 29-4-201, *et seq.*, of the Colorado Revised Statutes authorizes municipalities within the State to create housing authorities having all the powers necessary or convenient for the administration and regulation of housing within their jurisdictions; and

WHEREAS, the City of Rifle (the “City”) has created a local Housing Authority and provided for its membership in Chapter 2, Article XI, of the Rifle Municipal Code (the “Code”); and

WHEREAS, the City Council finds that the needs of the City are best served through the appointment and inclusion of broad and diverse members to such boards; and

WHEREAS, the majority of City commissions and boards contain seven members to enable the democratic process and to allow for the most inclusive manner of participation in the organization and administration practicable within the City; and

WHEREAS, with statutory five year terms for the Housing Authority, increasing the number of board seats allows for more frequent turnover of membership to advance the City’s interests in broad representation of the community; and

WHEREAS, Federal and State agencies providing grants prefer broad-based boards and commissions maintaining seven members and best governance practices recommend a minimum of seven board members; and

WHEREAS, C.R.S. § 29-4-205(3)(a) allows for City officials be appointed to the Housing Authority board and continue membership on such board through the term of appointment without affect or curtailment by the expiration of the official’s term in city office; and

WHEREAS, increasing the Housing Authority board to seven members will assist the City Council with maintaining a City official on the Housing Authority board; and

WHEREAS, the City Council finds that increasing the number of Housing Authority Board Members is in the interest of City and necessary for the public peace, safety, and welfare.

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

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

Section 2. Section 2-11-20 of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

Sec. 2-11-20. - Membership.

The Housing Authority Board shall consist of ~~five (5)~~ seven (7) members, who shall serve for five-year terms. Membership on the Housing Authority Board shall be in compliance with Section 2-2-50(b) of this Code. A board member shall hold office until his or her successor has been appointed and has qualified. Vacancies, other than by reason of expiration of terms, shall be filled for the unexpired term. The City Council, pursuant to the authority granted by Section 29-4-205(3)(a), C.R.S., shall appoint the members of the Housing Authority Board as positions become vacant.

Section 3. The City Council shall, upon the next regular Council Meeting following the effective date of this Ordinance, appoint two additional Housing Authority Board Members.

INTRODUCED on August 19, 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 September 2, 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 Utility Department News For Council

Mechanical Screen at Pump Station

A preconstruction meeting was recently held with Johnson Construction Inc. who will be installing the mechanical screen at the South Wastewater Pump Station. The screen has been ordered and is expected to be delivered in October. In the meantime, the Contractor will be constructing the bypass vault with a manual screen and conduit for electrical connections. The City Inspector will be following this work and checking quality of materials and workmanship.

Bulk Water Station No. 2

Bulk Water Station No. 2, near the Wastewater Treatment Plant and the Recycle Center finally was open on July 27. Only credit cards may be used in set dollar amounts ranging from \$4.00 to \$82.00 for approximately 242 to 4958 gallons. Bulk Water Station No. 1 at Whiteriver Avenue and 16th Street remains open for coin operation. This station is old, frequently jams, can only accept quarters and is inaccurate in dispensing the correct amount of water. Staff is considering replacement in the future.

Sewer Replacement

The City Construction Crew will be replacing 75 feet of an existing sewer in the alley north of 9th Street and east of Munroe Avenue around the end of September. Residents have been notified of this work as their sewer service may be interrupted for a short period of time. The existing sewer is a 4" clay/orangeberg main in bad condition which serves 5 homes north of the alley.

Water Tanks

Excavation for the 2 mg tank has been completed, piping under the tank (inlet, discharge, overflow and drain) is being installed and work on the foundation ring wall will begin shortly. A subcontractor to Moltz, Advance Tank, will be constructing the actual tank once the steel plates are delivered to the site. Plans and specifications for rehabilitation of the 3mg tank are nearly complete and the application for approval of construction has been prepared for delivery to CDPHE. Graffiti appeared on the side of the 3 mg tank during the last week of July. Since the tank is scheduled for sandblasting and repainting next year, Staff agreed it was not necessary to remove or paint over the damaged areas.

August 12, 2015

Dick Deussen, Utilities Director