



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  
September 2, 2015

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 19, 2015 regular meeting
  - B. *(Acting as Liquor Licensing Authority)* Special Event Permits:  
Grand River Hospital District Volunteers Association, October 7,  
November 6 and December 5, 2015 at Grand River Hospital  
District premises (approve permits, cancel public hearing listed in  
Item 6)
  - C. *(Acting as Liquor Licensing Authority)* Special Event Permit: Rifle  
Area Chamber of Commerce, October 1, 2015 at Garfield County  
Fairgrounds (approve permit, cancel public hearing listed in Item  
7)
  - D. *(Acting as Liquor Licensing Authority)* Set public hearing on  
application for liquor license by Rolling Fork Grill LLC d/b/a  
Brickhouse Pizzeria for October 7 Council Meeting
  - E. Change number of Housing Authority board members –  
Ordinance No. 16, Series of 2015 – 2<sup>nd</sup> reading
  - F. Appoint Housing Authority board members
  - G. Accounts Payable
  - H. *(Acting as Liquor Licensing Authority)* Liquor License Renewal:  
Farm Fresh Café (Steakhouse)
  - I. Appoint new City Clerk

- 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.    Presentation to retiring Councilors Rich Carter, Jay Miller, and Jonathan Rice (Mayor Winkler)
- 7:25 p.m.      6.    Acting as Liquor Licensing Authority) Public Hearing – Consider Special Event Liquor Permit Applications – Grand River Hospital District Volunteers Association, October 7, November 6 and December 5, 2015 at Grand River Hospital District premises (City Clerk Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item B above
- 7:35 p.m.      7.    (Acting as Liquor Licensing Authority) Public Hearing – Consider Special Event Liquor Permit Application – Rifle Area Chamber of Commerce, October 1, 2015 at Garfield County Fairgrounds (City Clerk Lisa Hamilton) – Council will cancel this hearing if it approves the permit in Consent Agenda Item C above
- 7:45 p.m.      8.    Consider amending Sign Code – Ordinance No. 17, Series of 2015 – 2<sup>nd</sup> reading (Planning Director Nathan Lindquist and City Attorney Jim Neu)
- 7:55 p.m.      9.    Consider final plan approval of Rifle Super Center minor subdivision of current Complete Energy Annexation Subdivision – Resolution No. 26, Series of 2015 (Planning Director Nathan Lindquist)
- 8:05 p.m.      10.   Consider confirming City Manager Emergency Purchase of Signal light (City Manager Matt Sturgeon)
- 8:15 p.m.      11.   Consider Maintenance Intergovernmental Agreement with Housing Authority (City Manager Matt Sturgeon)
- 8:25 p.m.      12.   Consider Colorado River Cooperative Agreement on Middle Colorado River Special Fund (City Attorney Jim Neu)
- 8:35 p.m.      13.   Administrative Reports
- 8:45 p.m.      14.   Comments from Mayor and Council

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

**Organizational Meeting of Council: September 14, 2015 at 8:00 p.m.**

**Next Regular Meeting of Council: September 16, 2015 at 7:00 p.m.**



## **RIFLE CITY COUNCIL MEETING**

Wednesday, August 19, 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 and Mayor Randy Winkler.

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

**OTHERS PRESENT:** City Manager Matt Sturgeon; Executive Assistant Danielle Hogan; City Attorney Jim Neu; Rifle Community Television (RCTV) Manager Michael Churchill; Assistant City Manager Kimberly Bullen; Police Chief John Dyer, Senior Center Director Tami Sours, AmeriCorps Intern Cathleen Anthony; Planning Director Nathan Lindquist; City Planner Hannah Klausman, Ryan Hoffman; Natalie Wilson; Steve Wilson; Annick Pruetz; and Ken Sack.

### **CONSENT AGENDA - APPROVE 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
- J. Support a traditional grant application to the Garfield County Federal Mineral Lease District for a segment of the Rifle Creek Trail - Resolution No. 24, Series of 2015
- K. Support a mini grant application to the Garfield County Federal Mineral Lease District for the Centennial Park Playground - Resolution No. 25, Series of 2015

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

### **CITIZEN COMMENTS**

There were no citizen comments.

**(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. Natalie Wilson presented the application of 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. Executive Assistant Danielle Hogan stated that the hearing was properly noticed, the application is complete, and the fees have been paid. Staff’s recommendation was that Council approve the application.

Councilor Miller moved to approve the application of 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 Clifton. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Winkler

**PUBLIC HEARING – CONSIDER AMENDING SIGN CODE – ORDINANCE NO. 17, SERIES OF 2015 – 1ST READING**

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

Mayor Winkler opened the public hearing. Planning Director Nathan Lindquist and City Attorney Jim Neu explained that the major proposed changes incorporate:

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

Councilor Clifton had concern regarding the timeframe for signs to be removed being stated in hours past close of garage sale; she requested that it be a stated time and day. Discussion was had regarding what it should be. The outcome was 8:00 A.M. on Monday all garage sale signs should be removed.

Ken Sack from the public stepped up to speak regarding the Sign Code for City of Rifle. Mayor Winkler swore him in. Ken stated his concern that he felt that the Sign Code is restrictive and does not allow businesses set back from Railroad Avenue the opportunity to sufficiently advertise. Planning Department Director Nathan Lindquist came up to answer questions for Council, and offered options for business owners Mr. Sack may investigate.

Mayor Winkler realized a conflict of interest and stepped down. Councilor Miller stepped up as Mayor Pro Tem.

Public hearing was closed.

Councilor Carter moved to approve Ordinance No. 17, Series of 2015, on first reading, as amended, and to order it to be published as required by Charter; seconded by Councilor Elliot. Roll Call: Yes – Carter, Clifton, Elliott, Miller. Abstaining Mayor Winkler.

**CONSIDER ESTABLISHING THE GENERAL CRITERIA FOR COURSES AND QUALIFICATIONS OF INSTRUCTORS FOR EDUCATIONAL LIQUOR SEMINARS – RESOLUTION NO. 21, SERIES OF 2015**

Councilor Miller moved to approve Resolution No. 21, Series of 2015; seconded by Councilor Elliott. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Winkler

**CONSIDER CHANGING NUMBER OF HOUSING AUTHORITY BOARD MEMBERS – ORDINANCE NO. 16, SERIES OF 2015 – 1ST READING**

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

Councilor Clifton moved to approve Ordinance No. 16, Series of 2015, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Miller. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Winkler

**DISCUSS SHARED MAINTENANCE WITH RIFLE HOUSING AUTHORITY**

City Manager Matt Sturgeon and Senior Center Director Tami Sours presented information on the need to share outside maintenance with Rifle Housing Authority. Cost/time analysis was presented. Council is in favor of the idea, asked to bring formal IGA to next meeting.

**ADMINISTRATIVE REPORTS**

City Manager Matt Sturgeon reported on the reason for the ballot issue related to streets and asked citizens to become informed regarding the need for the funds.

Executive Assistant Danielle Hogan updated Council on the municipal election.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor Clifton reminded citizens that ballots went out and to inform themselves through the Candidate Forum about the ballot issue and the Council candidates.

Councilor Miller updated that he had attended the Associated Governments of Northwest Colorado meeting in Hayden. Agenda items of interest was discussion of Colorado Plan, Enterprise Zone Re-designation, and CO Oil and Gas Association update regarding EPA Coal Meeting in Denver.

Mayor Winkler invited citizens to watch the Candidate Forum on Channel 10 and Riflenow.com, it was very informational.

Meeting adjourned at 8:20 p.m.

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Danielle Hogan  
Executive Assistant

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Randy Winkler  
Mayor



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

**From:** Lisa Hamilton, City Clerk

**Date:** Thursday, August 27, 2015

**Subject:** Special Event Liquor Permits: Grand River Hospital District Volunteer Association

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Grand River Hospital District Volunteer Association has applied for these Special Event Permits to serve liquor at Grand River Conference Center at 501 Airport Road:

- Access AfterSchool fund raising event, October 7, 2015, 4 p.m. to midnight.
- Garfield/Pitkin Counties Conservation District' Annual Dinner Meeting, November 6, 2015, 4 p.m. to midnight.
- WPX Energy Rocky Mountain's Company Christmas Party, December 5, 2015, 4 p.m. to midnight

These criteria have been met by the applicant:

- The fees have been paid.
- The applications are complete.
- The applicant has not exceeded 15 permit days in 2015.

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

Staff recommends that Council:

- 1) Cancel the public hearing scheduled on its September 2, 2015 agenda on these applications; and
- 2) Approve these Special Event Permits for Grand River Hospital District Volunteer Association to serve liquor at Grand River Conference Center at 501 Airport Road:
  - Access AfterSchool fund raising event, October 7, 2015, 4 p.m. to midnight.
  - Garfield/Pitkin Counties Conservation District' Annual Dinner Meeting, November 6, 2015, 4 p.m. to midnight.
  - WPX Energy Rocky Mountain's Company Christmas Party, December 5, 2015, 4 p.m. to midnight

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**  
 2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY  
 2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$40.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

|   |   |
|---|---|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE<br><b>Grand River Hospital Volunteer Association</b> | State Sales Tax Number (Required)<br><b>20121141678</b> |
|---|---|

|  |  |
|--|--|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE<br>(include street, city/town and ZIP)<br><b>501 Airport Rd<br/>Rifle Co 81650</b> | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT<br>(include street, city/town and ZIP)<br><b>501 Airport Rd<br/>Rifle Co 81650</b> |
|--|--|

|      |               |   |              |
|------|---------------|---|--------------|
| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|------|---------------|---|--------------|

|  |  |
|--|--|
| 4. PRES./SECY OF ORG. or POLITICAL CANDIDATE<br><b>Mary Cranor</b> |  |
|--|--|

|   |  |
|---|--|
| 5. EVENT MANAGER<br><b>Nikita Sullivent</b> |  |
|---|--|

|   |  |
|---|--|
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?<br><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <b>12</b> | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?<br><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ |
|---|--|

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

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

| Date      | Hours | From  | To     | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|-----------|-------|-------|--------|------|-------|------|----|------|-------|------|----|------|-------|------|----|
| 10/7/2015 |       | 4:00p | 12:00a |      |       |      |    |      |       |      |    |      |       |      |    |

### 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<br><i>N Sullivent</i> | TITLE<br>Banquet Manager | DATE<br>3/24/2015 |
|---------------------------------|--------------------------|-------------------|

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

|  |                                       |
|--|---------------------------------------|
| LOCAL LICENSING AUTHORITY (CITY OR COUNTY)<br><input type="checkbox"/> CITY<br><input type="checkbox"/> COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|--|---------------------------------------|

|           |       |      |
|-----------|-------|------|
| SIGNATURE | TITLE | DATE |
|-----------|-------|------|

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

### LIABILITY INFORMATION

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

## APPLICATION INFORMATION AND CHECKLIST

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

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

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

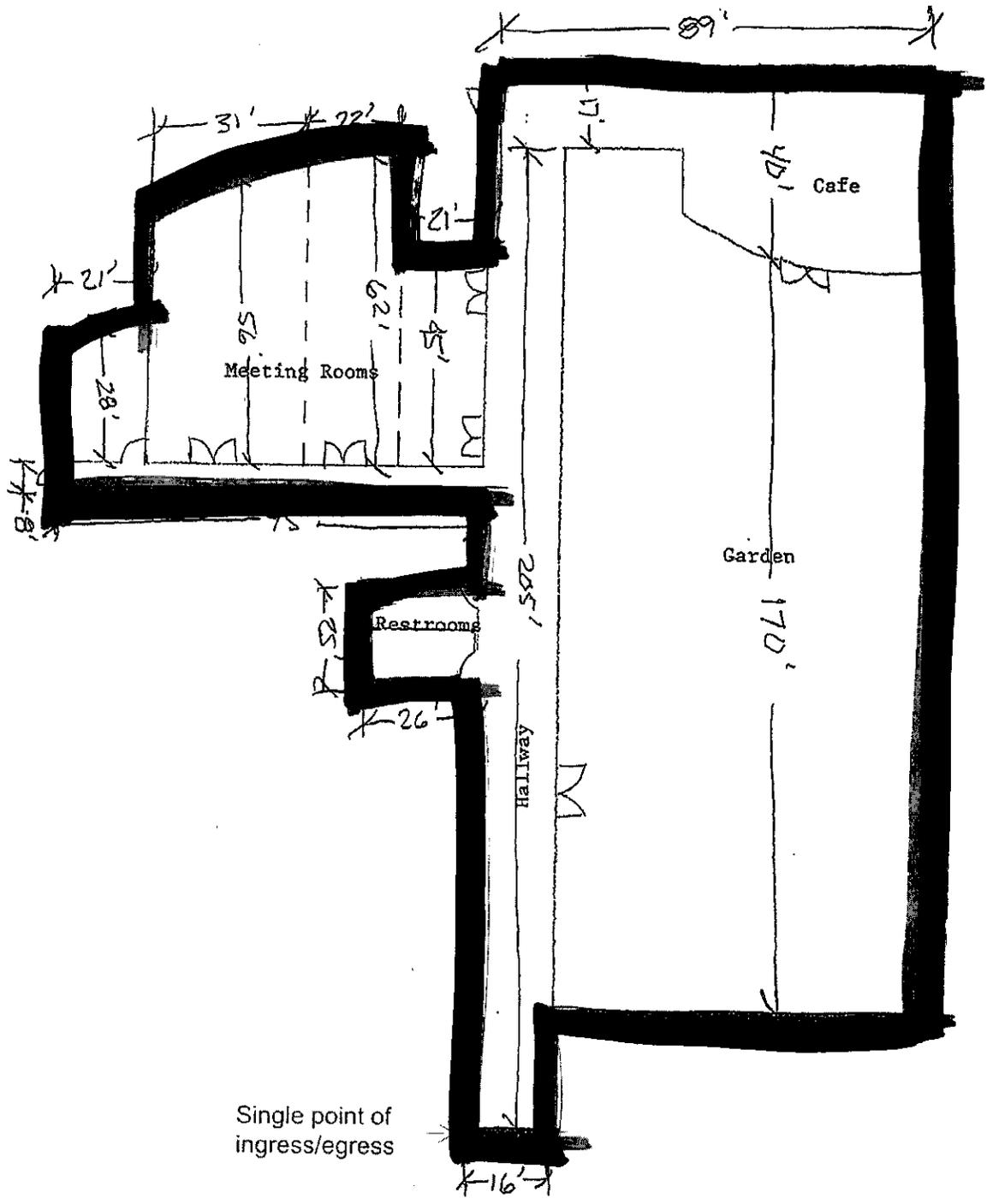
(12-48-102 C.R.S.)

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

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

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

Grand River Hospital District





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

August 11, 2015

To Whom It May Concern:

Permission is granted for the Grand River Hospital District Volunteers Association to have a Special Events Permit for alcoholic beverages during the Access AfterSchool fund raising event to be held on Grand River Hospital District's premises on Wednesday, October 7, 2015.

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

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Coombs, Jr.", is written over the typed name.

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

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,

**Grand River Hospital District Volunteers Association**

is a **Nonprofit Corporation** formed or registered on 03/05/2012 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 20121141678.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2015 that have been posted, and by documents delivered to this office electronically through 08/10/2015 @ 10:01:13.

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 08/10/2015 @ 10:01:13 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9271395.



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

## **City of Rifle**

### **Special Event Liquor Permit Application**

Name of Applicant / Organization: Grand River Health Volunteer Association

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? 10/7/2015
2. Describe your event.  
Hosting the ACCESS program reception.
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
Grand River Health Volunteer Association works for and aligns itself with Grand River Conference Center
4. Who or what organization will be the recipient of funds derived from this event?  
Proceeds from the bar will go to the Grand River Health Volunteer Association and to Nutritional Services
5. How many attendees do you expect at this event? 50
6. Describe the premises at which this event will take place.  
Separate Conference area from the Hospital. See Diagram
7. What security measures will you take to ensure your event will be safe for all participants?  
Lonestar Security
8. How many security personnel will be on hand? 1
9. How will security personnel be identified?  
Security Personnel wear uniforms. They will be walking around monitoring the area.
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
N/A

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

Program and reception

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

IDs will be checked at the bar. Anyone over the age 21 will receive a colored wrist band. However, we discourage the hosting party from inviting anyone under 21 to the event.

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

Nutritional Services Staff that are alcohol and serve safe certifies will monitor

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

Sarah Naef, Nikita Sullivent, Stephaine Padilla, Erin Dempsy

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

Hors d'oeuvres will be served through the night. Ice tea, Water, Lemonade, and Coffee are offered

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

Event is by invite only. Invites sent by meeting programer

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature: *N Sullivent*

Date: 8/10/2015

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

|   |   |
|---|---|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE<br><b>Grand River Hospital Volunteer Association</b> | State Sales Tax Number (Required)<br><b>20121141678</b> |
|---|---|

|  |  |
|--|--|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE<br>(include street, city/town and ZIP)<br><br><b>501 Airport Rd<br/>Rifle Co 81650</b> | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT<br>(include street, city/town and ZIP)<br><br><b>501 Airport Rd<br/>Rifle Co 81650</b> |
|--|--|

| NAME  | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---------------|---|--------------|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br><b>Mary Cranor</b> |               |   |              |
| 5. EVENT MANAGER<br><b>Nikita Sullivent</b>                         |               |   |              |

|   |   |
|---|---|
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?<br><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>10</u> | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?<br><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
|---|---|

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

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

| Date      | Hours | From | To     | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|-----------|-------|------|--------|------|-------|------|----|------|-------|------|----|------|-------|------|----|
| 11/6/2015 | 4:00p |      | 12:00a |      |       |      |    |      |       |      |    |      |       |      |    |

**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<br><i>N Sullivent</i> | TITLE<br>Banquet Manager | DATE<br>3/24/2015 |
|---------------------------------|--------------------------|-------------------|

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

## APPLICATION INFORMATION AND CHECKLIST

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

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

FORTY-FIVE (45)

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

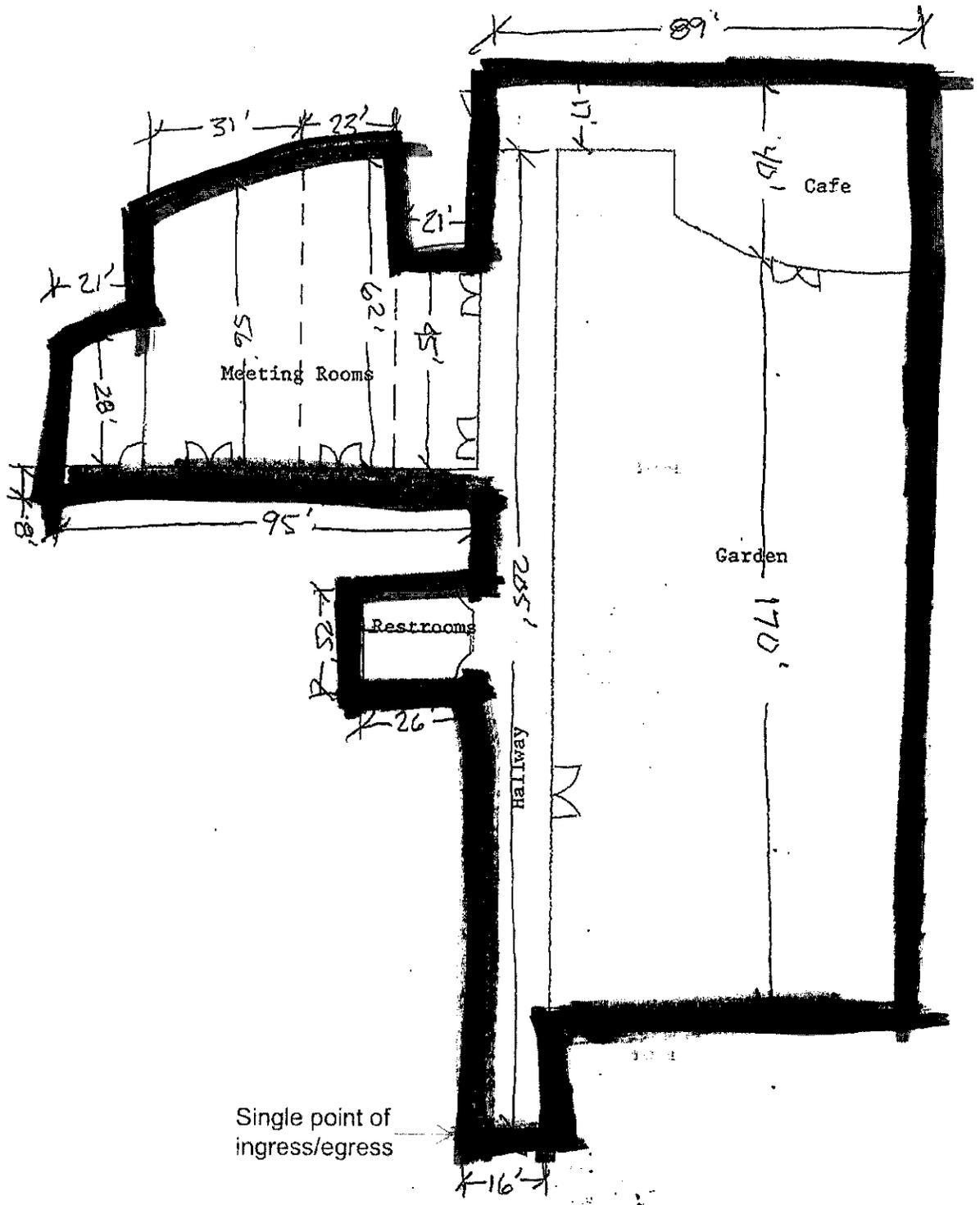
(12-48-102 C.R.S.)

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

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

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

Grand River Hospital District





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

May 18, 2015

To Whom It May Concern:

Permission is granted for the Grand River Hospital District Volunteers Association to have a Special Events Permit for alcoholic beverages during the Gar Pit Counties Conservation Districts' Annual Dinner Meeting to be held on Grand River Hospital District's premises on Friday, November 6, 2015.

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

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Coombs, Jr.", written in a cursive style.

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

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,

**Grand River Hospital District Volunteers Association**

is a **Nonprofit Corporation** formed or registered on 03/05/2012 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 20121141678.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/15/2015 that have been posted, and by documents delivered to this office electronically through 05/18/2015 @ 10:55:08.

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 05/18/2015 @ 10:55:08 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9191084.



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

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

Name of Applicant / Organization: Grand River Health Volunteer Association

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? 11/6/2015
2. Describe your event.  
Hosting the Gar Pit Counties Conservation District Annual Dinner Meeting.
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
Grand River Health Volunteer Association works for and aligns itself with Grand River Conference Center
4. Who or what organization will be the recipient of funds derived from this event?  
Proceeds from the bar will go to the Grand River Health Volunteer Association and to Nutritional Services
5. How many attendees do you expect at this event? 100
6. Describe the premises at which this event will take place.  
Separate Conference area from the Hospital. See Diagram
7. What security measures will you take to ensure your event will be safe for all participants?  
Lonestar Security
8. How many security personnel will be on hand? 1
9. How will security personnel be identified?  
Security Personnel wear uniforms. They will be walking around monitoring the area.
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
N/A

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

Silent Auction, Music, Program

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

IDs will be checked at the bar. Anyone over the age 21 will receive a colored wrist band. However, we discourage the hosting party from inviting anyone under 21 to the event.

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

Nutritional Services Staff that are alcohol and serve safe certifies will monitor

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

Sarah Naef, Nikita Sullivent, Stephaine Padilla, Erin Dempsy

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

three course meal, ice tea, water, lemonade, coffee

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

Event is by invite only. Invites sent by meeting programer

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature: *N Sullivent*

Date: 6/1/2015

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT**

**AND ONE OF THE FOLLOWING (See back for details.)**

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

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

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

|   |   |
|---|---|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE<br><b>Grand River Hospital Volunteer Association</b> | State Sales Tax Number (Required)<br><b>20121141678</b> |
|---|---|

|  |  |
|--|--|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE<br>(include street, city/town and ZIP)<br><br><b>501 Airport Rd<br/>Rifle CO 81650</b> | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT<br>(include street, city/town and ZIP)<br><br><b>501 Airport Rd<br/>Rifle CO 81650</b> |
|--|--|

| NAME  | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP)  | PHONE NUMBER |
|---|---------------|--|--------------|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br><b>Mary Cranor</b>   |               |  |              |
| 5. EVENT MANAGER<br><b>Nikita Sullivent</b>   |               |  |              |
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?<br><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>11</u> |               | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?<br><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ |              |

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

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

| Date                 | Date           | Date           | Date           | Date           |
|----------------------|----------------|----------------|----------------|----------------|
| 12/05/2015           |                |                |                |                |
| Hours From 4:00p .m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To 12:00a .m.        | To .m.         | To .m.         | To .m.         | To .m.         |

**OATH OF APPLICANT**

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

|                                 |                                 |                        |
|---------------------------------|---------------------------------|------------------------|
| SIGNATURE<br><i>N Sullivent</i> | TITLE<br><b>Banquet Manager</b> | DATE<br><b>7/23/15</b> |
|---------------------------------|---------------------------------|------------------------|

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

# APPLICATION INFORMATION AND CHECKLIST

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

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

**FORTY-FIVE (45)**

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

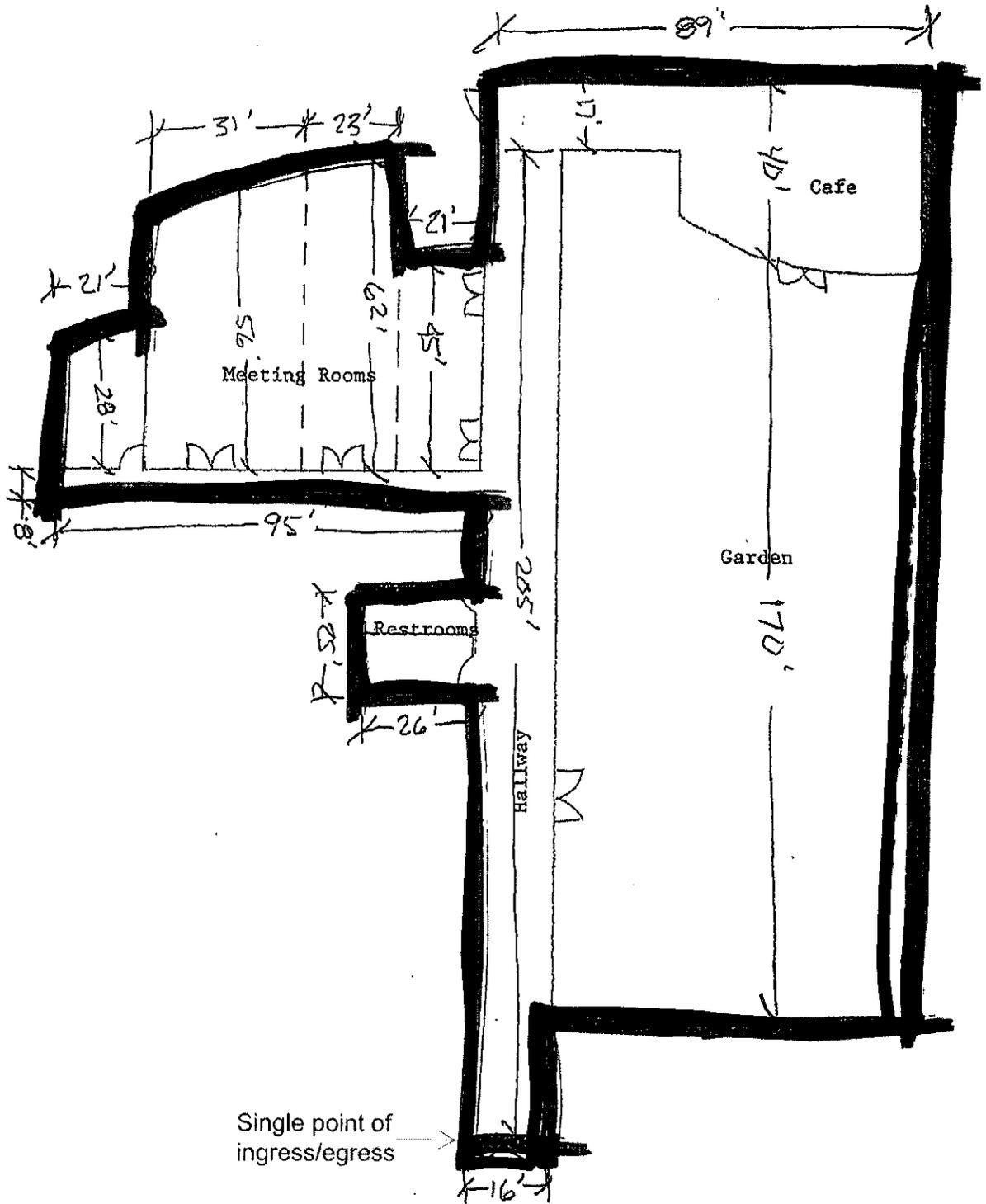
(12-48-102 C.R.S.)

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

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

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

Grand River Hospital District





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

July 2, 2015

To Whom It May Concern:

Permission is granted for the Grand River Hospital District Volunteers Association to have a Special Events Permit for alcoholic beverages during WPX Energy Rocky Mountain's Company Christmas Party to be held on Grand River Hospital District's premises on Saturday, December 5, 2015.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "James C. Coombs, Jr.", is written over the printed name.

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

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**C E R T I F I C A T E**

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

**Grand River Hospital District Volunteers Association**

is a **Nonprofit Corporation** formed or registered on 03/05/2012 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 20121141678.

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 @ 11:57:33.

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 @ 11:57:33 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9235092.



Secretary of State of the State of Colorado

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

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

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

Name of Applicant / Organization: Grand River Hospital Volunteer Association

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? 12/05/2015
2. Describe your event.  
Hosting the WPX Energy Rocky Mountain's Company Christmas Party
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
Grand River Hospital Volunteer Association works for and aligns itself with Grand River Conference Center
4. Who or what organization will be the recipient of funds derived from this event?  
Proceeds from the bar will go to the Grand River Hospital Association and to Nutritional Services
5. How many attendees do you expect at this event? 100
6. Describe the premises at which this event will take place.  
Separate conference area from the Hospital. See diagram.
7. What security measures will you take to ensure your event will be safe for all participants?  
Lonestar Security
8. How many security personnel will be on hand? 1
9. How will security personnel be identified?  
Security Personnel wear uniforms. They will be walking around monitoring the area.
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
N/A

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

Music, program

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

ID's will be checked at the bar. Anyone over the age of 21 will receive a colored wrist band. However, we discourage the hosting party from inviting anyone under 21 to the event.

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

Nutritional Services staff that are alcohol and serve safe certified will monitor.

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

Sarah Naef, Nikita Sullivent, Stephanie Padilla, Erin Dempsy

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

Three course meal, ice tea, water, lemonade, coffee

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

Event is by invitation only. Invites sent by meeting programmer.

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature: *N Sullivent*

Date: *7/23/15*

# Certificate of Completion

This is to certify that

**Nikita Sullivent**

has completed

Learn2Serve On-Premises Alcohol Seller/Server

Completion Date 08/09/2013

Course Duration 3.00

*Angela Shepard*



**360training**



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

**From:** Lisa Hamilton, City Clerk

**Date:** Thursday, August 27, 2015

**Subject:** Special Event Permit: Rifle Area Chamber of Commerce

---

The Rifle Area Chamber of Commerce has applied for a Special Event Permit at the Garfield County Fairgrounds (1001 Railroad Avenue) to provide liquor service at the Annual Chili Cook-Off on October 1, 2015.

The following criteria have been met by the Rifle Area Chamber of Commerce:

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

The Public Hearing was properly noticed on the premises. Representatives from the Rifle Area Chamber of Commerce will be present to discuss the application and answer questions.

Based on the above information, I recommend approval of this application.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

|   |  |
|---|--|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE<br><b>Rifle Area Chamber of Commerce</b> | State Sales Tax Number (Required)<br><b>84-0431584</b> |
|---|--|

|  |   |
|--|---|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE<br>(include street, city/town and ZIP)<br><br><b>100 E. 11th St.<br/>Rifle, CO 81650</b> | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT<br>(include street, city/town and ZIP)<br><br><b>1001 Railroad Ave.<br/>Rifle, CO 81650</b> |
|--|---|

|  |               |   |              |
|--|---------------|---|--------------|
| NAME   | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
| 4. PRES./SEC.Y OF ORG. or POLITICAL CANDIDATE<br><b>Andrea Maddalone</b> |               |   |              |
| 5. EVENT MANAGER<br><b>Gina Reece-Long</b>                               |               |   |              |

|  |  |
|--|--|
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?<br><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>1</u> | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?<br><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ |
|--|--|

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

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

| Date       | Hours   | From | To      | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|------------|---------|------|---------|------|-------|------|----|------|-------|------|----|------|-------|------|----|
| 10/01/2015 | 3:30 p. |      | 9:00 p. |      |       |      |    |      |       |      |    |      |       |      |    |

**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<br> | TITLE<br><b>Event Coordinator</b> | DATE<br><b>7/30/15</b> |
|---------------|-----------------------------------|------------------------|

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

## APPLICATION INFORMATION AND CHECKLIST

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

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

FORTY-FIVE (45)

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

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

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

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

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

EMAILED DAVE FOR PERMISSION LETTER 7-30-15

GETTING \$100. CHECK 8-1-15

Liquor will only be allowed within the indicated Indoor Arena boundaries.

No outside alcohol will be permitted on premises

Appropriate signage will be posted inside and outside the event area.

Fencing

Outlets

Power Boxes

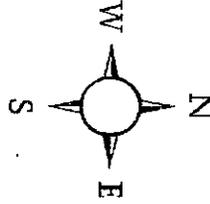
Doors

Garage Doors

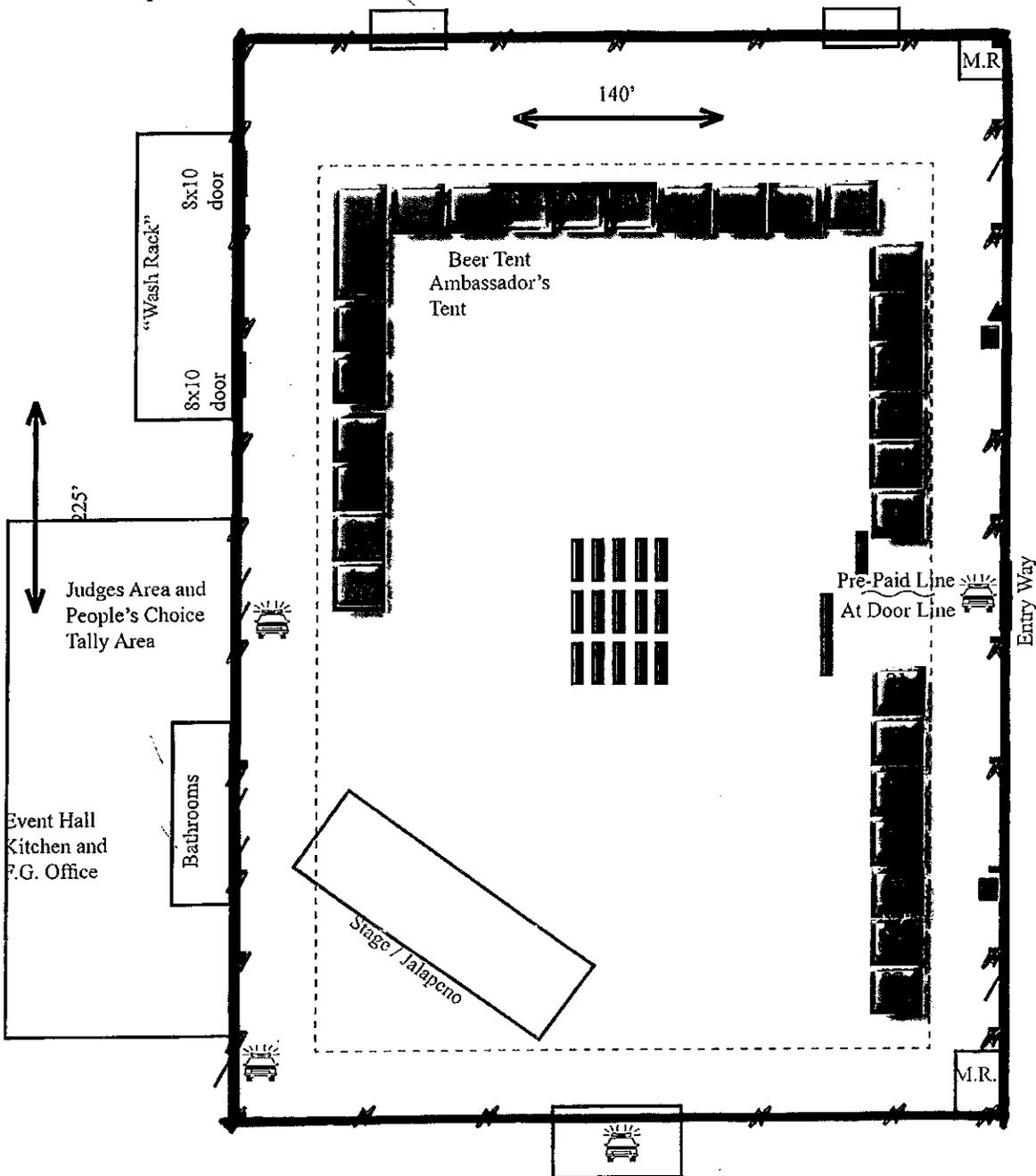
Entrant Tables

10x10 Entry spots

Indoor Arena  
where liquor will  
be permitted



25 entrants  
represented



36<sup>th</sup> Annual Chili Cook-Off

Map

Garfield County Fairgrounds

1001 Railroad Ave.

Rifle CO 81650

(970) 379-5198

To whom it may concern,

Garfield county Fairgrounds grants permission to The Rifle Chamber of Commerce to sell Alcohol during their event on October 1st 2015 at the Chili cook-off.

If you have any questions please call me at 625-2514

Sincerely

A handwritten signature in black ink, appearing to read 'David Ebeler', with a long horizontal flourish extending to the right.

David Ebeler

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,

**RIFLE CHAMBER OF COMMERCE**

is a **Nonprofit Corporation** formed or registered on 07/16/1954 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 19871126319.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/29/2015 that have been posted, and by documents delivered to this office electronically through 07/30/2015 @ 14:55:20.

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 07/30/2015 @ 14:55:20 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9262447.



Secretary of State of the State of Colorado

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

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

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

Name of Applicant / Organization: Rifle Area Chamber of Commerce

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? 10/01/15
2. Describe your event.  
Chili Cook-Off/ Fundraiser for the RACC
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
Business Organization that supports local businesses, where they benefit as well as the local community.
4. Who or what organization will be the recipient of funds derived from this event?  
The Rifle Area Chamber of Commerce
5. How many attendees do you expect at this event? 500
6. Describe the premises at which this event will take place.  
Indoor Arena at the Garfield County Fairgrounds
7. What security measures will you take to ensure your event will be safe for all participants?  
We will have Citadel Security on site, as well as staff & volunteers.
8. How many security personnel will be on hand? 3
9. How will security personnel be identified?  
Uniforms
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
n/a

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

n/a

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

Our staff & volunteers will check ID and issue a wristband to all attendees 21 & over.

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

By our TIPS trained servers

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

Gina Reece-Long

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

Water, soda & desserts

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

Local radio, newspaper, posters & online/ All ages are welcome, this is a family event.

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

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

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature:



Date: 7/30/15



On Premise

SSN: XXX-XX-XXXX

Issued: 10/15/2013

Expires: 9/24/2016

ID#: 3589237

D.O.B.: XXXXXXXXXX

GINA M REECE-LONG  
129 Larkspur Ct  
Silt, CO 81652-9802

For service visit us online at [www.getiips.com](http://www.getiips.com)  
Kirsty Christensen, 54036



**To:** Mayor and City Council; Matt Sturgeon, City Manager  
**From:** Lisa Hamilton, City Clerk  
**Date:** Thursday, August 27, 2015  
**Subject:** Setting a Hearing to Review an Application for a New Liquor License

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Rolling Fork Grill LLC d/b/a Brickhouse Pizzeria has filed an application for a new Hotel & Restaurant liquor license at 100 East 3<sup>rd</sup> Street.

A hearing date needs to be set to review the application, which was submitted on August 26, 2015.

Staff recommends that Council hold this hearing at its meeting on October 7, 2015.

Thank you.

**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



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

**From:** Lisa Hamilton, City Clerk

**Date:** Thursday, August 27, 2015

**Subject:** Appointment of Housing Authority Board Members

---

Ordinance No. 16, Series of 2015, provides that the City Council shall, upon the next regular Council Meeting following the effective date of the Ordinance, appoint two additional Housing Authority Board Members.

If Council approves Ordinance No. 16, Series of 2015, on 2<sup>nd</sup> reading at its September 2 meeting, it will take effect 10 days after publication, or on approximately September 20. Therefore, Council can appoint additional Board Members effective October 7, 2015.

Retiring Councilor Jay Miller has served as Council representative on the Board. He would like to continue to serve on the Board as a citizen. Maxine Gray would like to serve on the Board; her application is attached.

Staff recommends that Council appoint Jay Miller and Maxine Gray as Housing Authority Board Members, effective October 7, 2015.

RECEIVED

AUG 24 2015

City of Rifle  
Clerk's Office

# Rifle Housing Authority

## Rifle Housing Authority Board Application 2015

Name: V. M. Gray  
Address: 247 McParson Circle, Apt #1  
City: Rifle State: CO Zip: 81652  
Phone: 625-2456 Cell: None  
Email: None

**Please answer all questions. Attach additional sheets as necessary.**

### Why would you like to be on the Housing Authority Board?

I think it is important for the residents of Rifle Senior Housing to have a voice in policies, practices, knowledge of any present or future changes which may affect our daily lives. I feel I would do a great job in this ~~cap~~ capacity.

### What talents and experience can you bring to the Board?

Past experience as an officer of the Hillcrest Condo Association Board in Thornton CO for 6 years.  
I try to be open minded and fair, listening to all sides before reaching a conclusion.  
I kept board practices and decisions confidential, separating those matters from personal friendships & communications with others.

### What is your current involvement in Rifle's Housing Authority, if any?

As far as direct involvement currently with board, none. However, I attend most group activities, church, and any social events at Rifle Housing as well as Senior Center.

## Report Criteria:

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

| Vendor Name and Number           | Invoice Number | Description            | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|----------------------------------|----------------|------------------------|--------------|--------------------|-------------|------------|
| <b>1003</b>                      |                |                        |              |                    |             |            |
| <b>Action Shop Services, Inc</b> |                |                        |              |                    |             |            |
|                                  | RI43852        | TRIMMER                | 08/07/2015   | 119.16             | 119.16      | 08/20/2015 |
|                                  | RI43866        | TRIMMER                | 08/07/2015   | 52.24              | 52.24       | 08/20/2015 |
|                                  | RI43922        | SOD CUTTER             | 08/13/2015   | 60.00              | .00         |            |
|                                  | SI86698        | BOLT COVER             | 07/29/2015   | 37.96              | 37.96       | 08/14/2015 |
|                                  | SI86699        | BOLT COVER             | 07/29/2015   | 7.99               | 7.99        | 08/14/2015 |
|                                  | SI86875        | POLY CUT BLADES BAGGED | 08/08/2015   | 29.97              | .00         |            |
|                                  | SI86895        | TRIMMER LINE           | 08/10/2015   | 36.99              | 36.99       | 08/14/2015 |
|                                  | SI86937        | AUTOCUT                | 08/12/2015   | 65.97              | 65.97       | 08/14/2015 |
|                                  | SI86978        | SPARK PLUG             | 08/14/2015   | 18.72              | .00         |            |
| Total 1003:                      |                |                        |              | 429.00             | 320.31      |            |
| <b>1009</b>                      |                |                        |              |                    |             |            |
| <b>B &amp; B Plumbing, Inc</b>   |                |                        |              |                    |             |            |
|                                  | 44907 060915   | GAS CONNECT            | 06/09/2015   | 9.86               | 9.86        | 08/14/2015 |
|                                  | 44908 041515   | SILL LOCK KEYS         | 04/15/2015   | 16.00              | 16.00       | 08/14/2015 |
|                                  | 44908 060915   | 12 GAS FLEX CONNECT    | 06/09/2015   | 22.20              | 22.20       | 08/14/2015 |
| Total 1009:                      |                |                        |              | 48.06              | 48.06       |            |
| <b>1018</b>                      |                |                        |              |                    |             |            |
| <b>Valley Lumber</b>             |                |                        |              |                    |             |            |
|                                  | 11045          | GALLON THINNER PLASTIC | 07/17/2015   | 11.99              | 11.99       | 08/14/2015 |
|                                  | 11848          | INSERT POWER PHIL      | 08/03/2015   | 2.91               | 2.91        | 08/14/2015 |
|                                  | 11959          | CONCRETE MIX           | 08/05/2015   | 20.88              | 20.88       | 08/20/2015 |
|                                  | 12135          | CONCRETE MIX           | 08/10/2015   | 20.88              | 20.88       | 08/20/2015 |
|                                  | 12180          | GRADE REBAR            | 08/10/2015   | 12.42              | 12.42       | 08/14/2015 |
|                                  | 12203          | CONC MASONRY SCREW     | 08/11/2015   | 14.35              | 14.35       | 08/14/2015 |
|                                  | 12232          | NOZZLE GUN             | 08/11/2015   | 9.99               | 9.99        | 08/14/2015 |
|                                  | 12275          | MACHINE BOLT           | 08/12/2015   | 22.88              | 22.88       | 08/20/2015 |
|                                  | 12290          | PERCUSSION DRILL BIT   | 08/12/2015   | 18.48              | 18.48       | 08/14/2015 |
|                                  | 12298          | SUPPLIES               | 08/12/2015   | 11.60              | .00         |            |
|                                  | 12299          | MASTER RESET COMB LOCK | 08/12/2015   | 36.96              | 36.96       | 08/20/2015 |
|                                  | 12456          | SUPPLIES               | 08/17/2015   | 43.44              | .00         |            |
|                                  | 12488          | SUPPLIES               | 08/17/2015   | 5.98               | .00         |            |
|                                  | 12515          | SUPPLIES               | 08/18/2015   | 14.48              | .00         |            |
|                                  | 12564          | SUPPLIES               | 08/18/2015   | 55.48              | .00         |            |
|                                  | 12588          | SUPPLIES               | 08/19/2015   | 9.98               | .00         |            |
|                                  | 12618          | SUPPLIES               | 08/19/2015   | 7.78               | .00         |            |
| Total 1018:                      |                |                        |              | 320.48             | 171.74      |            |
| <b>1022</b>                      |                |                        |              |                    |             |            |
| <b>Central Distributing Co</b>   |                |                        |              |                    |             |            |
|                                  | 134936         | SUPPLIES               | 07/01/2015   | 270.44             | .00         |            |
|                                  | 138332         | SUPPLIES               | 07/29/2015   | 229.61             | 229.61      | 08/14/2015 |
|                                  | 139230         | SUPPLIES               | 08/05/2015   | 23.16              | 23.16       | 08/14/2015 |
|                                  | 140121         | SUPPLIES               | 08/12/2015   | 336.70             | .00         |            |
|                                  | 140122         | SUPPLIES               | 08/12/2015   | 184.65             | .00         |            |
|                                  | 140977         | SUPPLIES               | 08/19/2015   | 152.73             | .00         |            |

| Vendor Name and Number                | Invoice Number | Description                     | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------------|----------------|---------------------------------|--------------|--------------------|-------------|------------|
| Total 1022:                           |                |                                 |              | 1,197.29           | 252.77      |            |
| <b>1023</b>                           |                |                                 |              |                    |             |            |
| <b>Chelewski Pipe &amp; Supply</b>    |                |                                 |              |                    |             |            |
|                                       | 070115         | PIPE & FITTINGS                 | 07/01/2015   | 625.00             | 625.00      | 08/14/2015 |
|                                       | 145674         | LIQUID PRESS GAUGE              | 07/24/2015   | 19.71              | 19.71       | 08/20/2015 |
| Total 1023:                           |                |                                 |              | 644.71             | 644.71      |            |
| <b>1026</b>                           |                |                                 |              |                    |             |            |
| <b>Cirsa</b>                          |                |                                 |              |                    |             |            |
|                                       | 151088         | CLAIM 5025942                   | 08/14/2015   | 4,287.30           | 4,287.30    | 08/21/2015 |
| Total 1026:                           |                |                                 |              | 4,287.30           | 4,287.30    |            |
| <b>1062</b>                           |                |                                 |              |                    |             |            |
| <b>Dana Kepner Company</b>            |                |                                 |              |                    |             |            |
|                                       | 1413396-00     | MXU for water meters            | 08/14/2015   | 612.73             | .00         |            |
|                                       | 1413396-01     | DRIVE SECURITY SOCKET           | 08/21/2015   | 22.85              | .00         |            |
|                                       | 6173802-00     | WIRE TR/PL                      | 08/19/2015   | 1,202.89           | .00         |            |
| Total 1062:                           |                |                                 |              | 1,838.47           | .00         |            |
| <b>1076</b>                           |                |                                 |              |                    |             |            |
| <b>Garfield County Treasurer</b>      |                |                                 |              |                    |             |            |
|                                       | 073115         | Landfill                        | 07/31/2015   | 9,019.20           | 9,019.20    | 08/14/2015 |
| Total 1076:                           |                |                                 |              | 9,019.20           | 9,019.20    |            |
| <b>1087</b>                           |                |                                 |              |                    |             |            |
| <b>Grainger</b>                       |                |                                 |              |                    |             |            |
|                                       | 9818693963     | DISPOSABLE GLOVES NITRILE       | 08/17/2015   | 58.20              | .00         |            |
|                                       | 9818846207     | PVC BALL VALVE                  | 08/17/2015   | 57.16              | .00         |            |
|                                       | 9819467201     | RETROFIT BALL VALVE             | 08/17/2015   | 46.41              | .00         |            |
| Total 1087:                           |                |                                 |              | 161.77             | .00         |            |
| <b>1094</b>                           |                |                                 |              |                    |             |            |
| <b>Hy-way Feed &amp; Ranch Supply</b> |                |                                 |              |                    |             |            |
|                                       | 610031         | AMIN 24D                        | 08/17/2015   | 55.95              | .00         |            |
| Total 1094:                           |                |                                 |              | 55.95              | .00         |            |
| <b>1097</b>                           |                |                                 |              |                    |             |            |
| <b>Johnson Construction Inc</b>       |                |                                 |              |                    |             |            |
|                                       | 071715         | Whiteriver Pedestrian Improveme | 07/17/2015   | 182,495.37         | 182,495.37  | 08/20/2015 |
|                                       | 072015         | Whiteriver Pedestrian Improveme | 07/20/2015   | 133,650.35         | .00         |            |
|                                       | 082415         | Whiteriver Pedestrian Improveme | 08/24/2015   | 185,829.41         | .00         |            |
|                                       | 082415.        | REMOVE /REPLACE CURB AND        | 08/24/2015   | 23,545.68          | .00         |            |
| Total 1097:                           |                |                                 |              | 525,520.81         | 182,495.37  |            |
| <b>1100</b>                           |                |                                 |              |                    |             |            |
| <b>Karp, Neu, Hanlon P.c.</b>         |                |                                 |              |                    |             |            |
|                                       | R 1A           | GENERAL NON PLANNING            | 07/31/2015   | 9,915.33           | 9,915.33    | 08/20/2015 |
|                                       | R1B            | GENERAL PLANNING                | 07/31/2015   | 1,972.75           | 1,972.75    | 08/20/2015 |
|                                       | R1B3           | URA                             | 07/31/2015   | 544.50             | 544.50      | 08/20/2015 |

| Vendor Name and Number           | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|----------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
|                                  | R2             | wATER                     | 07/31/2015   | 2,531.50           | 2,531.50    | 08/20/2015 |
|                                  | R3 370         | RIFLE SUPERCENTER MINOR S | 07/31/2015   | 172.00             | 172.00      | 08/20/2015 |
|                                  | R3371          | HOSPITAL                  | 07/31/2015   | 150.50             | 150.50      | 08/20/2015 |
|                                  | R35            | UMPTRA                    | 07/31/2015   | 570.00             | 570.00      | 08/20/2015 |
|                                  | R36            | PARKS REC                 | 07/31/2015   | 1,612.00           | 1,612.00    | 08/20/2015 |
|                                  | R5             | SEWER FUND                | 07/31/2015   | 57.00              | 57.00       | 08/20/2015 |
| Total 1100:                      |                |                           |              | 17,525.58          | 17,525.58   |            |
| <b>1105</b>                      |                |                           |              |                    |             |            |
| <b>Meadow Gold Dairies</b>       |                |                           |              |                    |             |            |
|                                  | 50223793       | DAIRY PRODUCTS/POOL       | 08/06/2015   | 239.93             | .00         |            |
|                                  | 50223884       | DAIRY PRODUCTS/SENIOR CT  | 08/13/2015   | 86.31              | .00         |            |
|                                  | 50223957       | DAIRY PRODUCTS/SENIOR CT  | 08/20/2015   | 75.52              | .00         |            |
| Total 1105:                      |                |                           |              | 401.76             | .00         |            |
| <b>1109</b>                      |                |                           |              |                    |             |            |
| <b>Munro Supply Inc</b>          |                |                           |              |                    |             |            |
|                                  | 369367         | TRANSFER PUMP             | 08/26/2015   | 1,113.06           | .00         |            |
| Total 1109:                      |                |                           |              | 1,113.06           | .00         |            |
| <b>1110</b>                      |                |                           |              |                    |             |            |
| <b>Napa Auto Parts</b>           |                |                           |              |                    |             |            |
|                                  | 384079         | GREASE                    | 06/03/2015   | 41.90              | 41.90       | 08/21/2015 |
|                                  | 392675         | HYD FILTER                | 08/04/2015   | 51.89              | 51.89       | 08/20/2015 |
|                                  | 393357         | GLOVE                     | 08/10/2015   | 12.99              | 12.99       | 08/20/2015 |
|                                  | 393587         | OIL FILTER                | 08/11/2015   | 52.58              | 52.58       | 08/20/2015 |
|                                  | 393659         | REMOVER                   | 08/12/2015   | 21.29              | 21.29       | 08/20/2015 |
|                                  | 393704         | PUMP                      | 08/12/2015   | 177.48             | 177.48      | 08/20/2015 |
|                                  | 393724         | MINERAL TREATMNT CLNR     | 08/12/2015   | 42.32              | 42.32       | 08/20/2015 |
|                                  | 393833         | O-RINGS                   | 08/13/2015   | 1.71               | .00         |            |
|                                  | 394086         | SPARK PLUG                | 08/14/2015   | 10.47              | .00         |            |
|                                  | 394624         | TESTER                    | 08/18/2015   | 8.44               | .00         |            |
| Total 1110:                      |                |                           |              | 421.07             | 400.45      |            |
| <b>1120</b>                      |                |                           |              |                    |             |            |
| <b>Xcel Energy Inc</b>           |                |                           |              |                    |             |            |
|                                  | 466347288      | TRAFFIC LIGHTS            | 08/03/2015   | 72.77              | 72.77       | 08/14/2015 |
|                                  | 466348960      | FLASHER/SPRINKLER         | 08/03/2015   | 20.48              | 20.48       | 08/14/2015 |
|                                  | 466357283      | 229 RAILROAD              | 08/03/2015   | 14,277.99          | 14,277.99   | 08/14/2015 |
|                                  | 466357283.     | AREA LIGHTS               | 08/03/2015   | 8,422.81           | 8,422.81    | 08/14/2015 |
|                                  | 466362023      | CLOCK                     | 08/03/2015   | 6.26               | 6.26        | 08/14/2015 |
|                                  | 466638257      | 154 E 11TH ST             | 08/04/2015   | 49.09              | 49.09       | 08/14/2015 |
|                                  | 466650837      | 300 W 5TH ST UNIT PUMP    | 08/04/2015   | 60.03              | 60.03       | 08/14/2015 |
|                                  | 466900200      | 139 RAILROAD              | 08/06/2015   | 134.21             | 134.21      | 08/14/2015 |
|                                  | 466900683      | 132 E 4TH ST              | 08/06/2015   | 1,704.86           | 1,704.86    | 08/14/2015 |
|                                  | 467014648      | 300 W 5TH ST UNIT STAGE   | 08/06/2015   | 81.45              | 81.45       | 08/14/2015 |
|                                  | 467480871      | 105 E CENTENNIAL PKWY     | 08/11/2015   | 13,234.17          | 13,234.17   | 08/21/2015 |
| Total 1120:                      |                |                           |              | 38,064.12          | 38,064.12   |            |
| <b>1125</b>                      |                |                           |              |                    |             |            |
| <b>Rifle Chamber Of Commerce</b> |                |                           |              |                    |             |            |
|                                  | 081115         | GRANT REQUEST             | 08/11/2015   | 700.00             | 700.00      | 08/14/2015 |

| Vendor Name and Number            | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-----------------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| Total 1125:                       |                |                                |              | 700.00             | 700.00      |            |
| <b>1126</b>                       |                |                                |              |                    |             |            |
| <b>Rifle City Of</b>              |                |                                |              |                    |             |            |
|                                   | 1357101 08011  | 2416-22 RAIL AVE               | 08/01/2015   | 2,481.14           | 2,481.14    | 08/25/2015 |
|                                   | 1453101 08011  | 50 UTE AVE                     | 08/01/2015   | 609.42             | 609.42      | 08/25/2015 |
|                                   | 2003101 08011  | 201 E 18TH ST                  | 08/01/2015   | 453.36             | 453.36      | 08/25/2015 |
|                                   | 2004101 08011  | 612 RAILROAD AVE               | 08/01/2015   | 355.84             | 355.84      | 08/25/2015 |
|                                   | 2005101 08011  | 1612 RAILROAD AVE              | 08/01/2015   | 1,294.29           | 1,294.29    | 08/25/2015 |
|                                   | 2006101 08011  | 101 S EAST AVE                 | 08/01/2015   | 1,055.44           | 1,055.44    | 08/25/2015 |
|                                   | 2007101 08011  | 301 E 30TH ST                  | 08/01/2015   | 42.75              | 42.75       | 08/25/2015 |
|                                   | 2017102 08011  | 1718 RAILROAD AVE              | 08/01/2015   | 1,115.16           | 1,115.16    | 08/25/2015 |
|                                   | 2033001 08011  | 750 UTE AVE                    | 08/01/2015   | 69.21              | 69.21       | 08/25/2015 |
|                                   | 2042001 08011  | 202 B RAILROAD AVE             | 08/01/2015   | 705.64             | 705.64      | 08/25/2015 |
|                                   | 2211101 08011  | 1201 RAILROAD AVE              | 08/01/2015   | 13.23              | 13.23       | 08/25/2015 |
|                                   | 2214101 08011  | 1500 DOGWOOD DR                | 08/01/2015   | 683.93             | 683.93      | 08/25/2015 |
|                                   | 2215101 08011  | 225 EAST AVE                   | 08/01/2015   | 127.94             | 127.94      | 08/25/2015 |
|                                   | 2325101 08011  | 1500 DOGWOOD DR                | 08/01/2015   | 33.52              | 33.52       | 08/25/2015 |
|                                   | 2599101 08011  | 280 E 30TH ST                  | 08/01/2015   | 13.23              | 13.23       | 08/25/2015 |
|                                   | 265104 080115  | 638 PARK AVE                   | 08/01/2015   | 162.64             | 162.64      | 08/25/2015 |
|                                   | 3079101 08011  | 595 W 24 TH ST                 | 08/01/2015   | 1,362.84           | 1,362.84    | 08/25/2015 |
|                                   | 3221101 08011  | 000 BROWNING DR                | 08/01/2015   | 26.46              | 26.46       | 08/25/2015 |
|                                   | 3351101 08011  | 1221 E CENTENNIAL PKWY         | 08/01/2015   | 26.46              | 26.46       | 08/25/2015 |
|                                   | 3636101 08011  | 250 E 16TH ST                  | 08/01/2015   | 52.93              | 52.93       | 08/25/2015 |
|                                   | 3641101 08011  | 360 S 7TH ST B                 | 08/01/2015   | 679.14             | 679.14      | 08/25/2015 |
|                                   | 3673101 08011  | 3100 DOKES LN                  | 08/01/2015   | 139.78             | 139.78      | 08/25/2015 |
|                                   | 3677101 08011  | 2515 W CENTENNIAL PKWY         | 08/01/2015   | 137.00             | 137.00      | 08/25/2015 |
|                                   | 3679101 08011  | 300 W 5TH ST                   | 08/01/2015   | 3,710.74           | 3,710.74    | 08/25/2015 |
|                                   | 3706101 08011  | 2515 B W CENTENNIAL PKWY       | 08/01/2015   | 26.46              | 26.46       | 08/25/2015 |
|                                   | 3707101 08011  | 2515 C W CENTENNIAL PKWY       | 08/01/2015   | 26.46              | 26.46       | 08/25/2015 |
|                                   | 3727101 08011  | 300 E 30TH ST                  | 08/01/2015   | 69.21              | 69.21       | 08/25/2015 |
|                                   | 588105 080115  | 154 E 11TH ST                  | 08/01/2015   | 69.21              | 69.21       | 08/25/2015 |
|                                   | 779102 080115  | 132 E 4TH ST                   | 08/01/2015   | 69.21              | 69.21       | 08/25/2015 |
|                                   | 823101 080115  | 202 RAILROAD AVE               | 08/01/2015   | 110.99             | 110.99      | 08/25/2015 |
|                                   | 873106 080115  | 236 W 4TH ST                   | 08/01/2015   | 84.76              | 84.76       | 08/25/2015 |
| Total 1126:                       |                |                                |              | 15,808.39          | 15,808.39   |            |
| <b>1132</b>                       |                |                                |              |                    |             |            |
| <b>Rifle Lock &amp; Safe, LLC</b> |                |                                |              |                    |             |            |
|                                   | 33767          | KEY PANEL POWER BOX            | 07/13/2015   | 60.00              | 60.00       | 08/14/2015 |
|                                   | 33792          | DUP KEYS                       | 07/24/2015   | 21.00              | .00         |            |
|                                   | 33825          | AMER PADLOCK                   | 08/07/2015   | 17.50              | 17.50       | 08/14/2015 |
| Total 1132:                       |                |                                |              | 98.50              | 77.50       |            |
| <b>1143</b>                       |                |                                |              |                    |             |            |
| <b>Swallow Oil Company</b>        |                |                                |              |                    |             |            |
|                                   | 1816 073115    | UNLEAD                         | 07/31/2015   | 3,291.24           | 3,291.24    | 08/14/2015 |
|                                   | 1816 073115.   | DIESEL                         | 07/31/2015   | 928.27             | 928.27      | 08/14/2015 |
|                                   | 1835 073115    | car wash/                      | 07/31/2015   | 7.50               | 7.50        | 08/20/2015 |
| Total 1143:                       |                |                                |              | 4,227.01           | 4,227.01    |            |
| <b>1145</b>                       |                |                                |              |                    |             |            |
| <b>Thatcher Company</b>           |                |                                |              |                    |             |            |
|                                   | 1367650        | Chemicals for Grand Mesa Treat | 07/24/2015   | 4,637.78           | 4,637.78    | 08/20/2015 |

| Vendor Name and Number                    | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 1145:                               |                |                            |              | 4,637.78           | 4,637.78    |            |
| <b>1181</b>                               |                |                            |              |                    |             |            |
| <b>Garfield Steel &amp; Machine, Inc</b>  |                |                            |              |                    |             |            |
|   | 00093640       | ALUMINUM/                  | 08/04/2015   | 139.40             | 139.40      | 08/20/2015 |
|   | 00093666       | pipe black sch 40          | 08/06/2015   | 123.90             | 123.90      | 08/14/2015 |
| Total 1181:                               |                |                            |              | 263.30             | 263.30      |            |
| <b>1188</b>                               |                |                            |              |                    |             |            |
| <b>Jean's Printing</b>                    |                |                            |              |                    |             |            |
|   | 151119         | MISSION STMT               | 05/14/2015   | 14.52              | 14.52       | 08/14/2015 |
|   | 151553         | EMAIL POLICE DEPT RECEIPTS | 07/31/2015   | 151.89             | 151.89      | 08/21/2015 |
|   | 151734         | printing                   | 08/04/2015   | 262.77             | .00         |            |
| Total 1188:                               |                |                            |              | 429.18             | 166.41      |            |
| <b>1191</b>                               |                |                            |              |                    |             |            |
| <b>Lewan &amp; Associates, Inc</b>        |                |                            |              |                    |             |            |
|   | 758385         | B&W METER                  | 08/11/2015   | 5.24               | .00         |            |
|   | 762895         | XEROX COLOR COPIER         | 08/19/2015   | 751.34             | .00         |            |
| Total 1191:                               |                |                            |              | 756.58             | .00         |            |
| <b>1258</b>                               |                |                            |              |                    |             |            |
| <b>Hach Company</b>                       |                |                            |              |                    |             |            |
|   | 9496641        | BUFFER SOLN YELLOW         | 07/28/2015   | 68.36              | 68.36       | 08/20/2015 |
|   | 9499190        | REAGENT SET CHORINE FREE   | 07/29/2015   | 409.20             | 409.20      | 08/20/2015 |
|   | 9524607        | FILTER glass               | 08/13/2015   | 165.96             | .00         |            |
|   | 9524613        | FILTER GLASS FBR           | 08/13/2015   | 165.96             | .00         |            |
|   | 9537481        | NITRATE                    | 08/20/2015   | 111.27             | .00         |            |
| Total 1258:                               |                |                            |              | 920.75             | 477.56      |            |
| <b>1339</b>                               |                |                            |              |                    |             |            |
| <b>Grand Junction Pipe &amp; Supply</b>   |                |                            |              |                    |             |            |
|   | 3293858        | TEST BALL PLUG             | 07/24/2015   | 527.77             | 527.77      | 08/20/2015 |
|   | 3293859        | CURB BOX ROD               | 07/24/2015   | 83.34              | 83.34       | 08/20/2015 |
|   | 3293860        | M70 LID EXTENTION          | 07/24/2015   | 76.00              | 76.00       | 08/20/2015 |
|   | 3295800        | EXTENSION KIT              | 07/30/2015   | 587.80             | 587.80      | 08/20/2015 |
|   | 3295802        | METER PIT EXT              | 07/30/2015   | 248.50             | 248.50      | 08/20/2015 |
|   | 3296552        | EXTENSION KIT\             | 08/01/2015   | 981.09             | 981.09      | 08/20/2015 |
|   | 3297459        | CURB BOX AMETEK            | 08/04/2015   | 321.74             | 321.74      | 08/20/2015 |
|   | 3303130        | COPPER TUBE K SOFT         | 08/18/2015   | 1,029.06           | .00         |            |
|   | 3303134        | M70 OUTER LID CI           | 08/18/2015   | 55.50              | .00         |            |
|   | 3303135        | CI VALVE BOX RISER         | 08/18/2015   | 250.96             | .00         |            |
| Total 1339:                               |                |                            |              | 4,161.76           | 2,826.24    |            |
| <b>1358</b>                               |                |                            |              |                    |             |            |
| <b>Timber Line Electric &amp; Control</b> |                |                            |              |                    |             |            |
|   | 18565          | FCC LICENSE RENEWAL        | 07/23/2015   | 275.00             | 275.00      | 08/20/2015 |
| Total 1358:                               |                |                            |              | 275.00             | 275.00      |            |
| <b>1407</b>                               |                |                            |              |                    |             |            |

| Vendor Name and Number                         | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| Usa Blue Book                                  | 720748         | METAL BLADE                    | 08/11/2015   | 278.35             | .00         |            |
| Total 1407:                                    |                |                                |              | 278.35             | .00         |            |
| <b>1563</b>                                    |                |                                |              |                    |             |            |
| <b>Quill Corporation</b>                       | 6058048        | SUPPLIES                       | 07/20/2015   | 123.33             | .00         |            |
|  | 6116827        | SUPPLIES                       | 07/22/2015   | 61.07              | .00         |            |
|  | 6121318        | SUPPLIES                       | 07/22/2015   | 19.99              | .00         |            |
| Total 1563:                                    |                |                                |              | 204.39             | .00         |            |
| <b>1734</b>                                    |                |                                |              |                    |             |            |
| <b>United Companies/Oldcastle SW Group Inc</b> | 1074135        | MAMM CREEK-NB                  | 07/02/2015   | 126.45             | 126.45      | 08/14/2015 |
|  | 1074137        | MAMM CREEK-NB                  | 07/02/2015   | 100.00             | 100.00      | 08/14/2015 |
|  | 1077530        | READY MIX                      | 07/23/2015   | 407.38             | 407.38      | 08/14/2015 |
|  | 1078246        | MAMM CREEK-NB                  | 07/29/2015   | 138.44             | 138.44      | 08/14/2015 |
|  | 1078424        | MAMM CREEK-NB                  | 07/30/2015   | 241.97             | 241.97      | 08/14/2015 |
| Total 1734:                                    |                |                                |              | 1,014.24           | 1,014.24    |            |
| <b>1765</b>                                    |                |                                |              |                    |             |            |
| <b>Stuver &amp; Lemoine P.c.</b>               | 38368          | CRIMINAL DEFENSE               | 07/31/2015   | 157.50             | 157.50      | 08/21/2015 |
| Total 1765:                                    |                |                                |              | 157.50             | 157.50      |            |
| <b>1768</b>                                    |                |                                |              |                    |             |            |
| <b>Faris Machinery Company</b>                 | PS0030205-1    | HYDRANT HOSE                   | 08/12/2015   | 385.82             | .00         |            |
|  | PSO030258-1    | LATCH SPRING                   | 08/05/2015   | 25.82              | 25.82       | 08/20/2015 |
| Total 1768:                                    |                |                                |              | 411.64             | 25.82       |            |
| <b>1990</b>                                    |                |                                |              |                    |             |            |
| <b>Bookcliff Survey Services, Inc</b>          | 10379          | CDOT DEVOLUTION                | 08/12/2015   | 7,530.00           | .00         |            |
|  | 10380          | ALUMINUM CAPS SURVEY MAR       | 08/12/2015   | 1,145.00           | .00         |            |
|  | 10385          | GULINO TRAI EASMENT            | 08/18/2015   | 2,300.00           | .00         |            |
| Total 1990:                                    |                |                                |              | 10,975.00          | .00         |            |
| <b>2181</b>                                    |                |                                |              |                    |             |            |
| <b>Nalco Chemical Company</b>                  | 63063979       | Chemicals for Grand Mesa Treat | 07/22/2015   | 2,248.75           | 2,248.75    | 08/20/2015 |
|  | 63193624       | Chemicals for Grand Mesa Treat | 08/17/2015   | 3,061.36           | .00         |            |
| Total 2181:                                    |                |                                |              | 5,310.11           | 2,248.75    |            |
| <b>2208</b>                                    |                |                                |              |                    |             |            |
| <b>Amerigas</b>                                | 3043102964     | PROPANE                        | 08/08/2015   | 140.77             | .00         |            |
| Total 2208:                                    |                |                                |              | 140.77             | .00         |            |

| Vendor Name and Number               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| <b>2255</b>                          |                |                            |              |                    |             |            |
| <b>California Contractors Supply</b> |                |                            |              |                    |             |            |
|                                      | PP86551        | WRENCH SET                 | 08/06/2015   | 139.60             | .00         |            |
| Total 2255:                          |                |                            |              | 139.60             | .00         |            |
| <b>2412</b>                          |                |                            |              |                    |             |            |
| <b>B&amp;H Photo - Video, Inc</b>    |                |                            |              |                    |             |            |
|                                      | 10116795       | general suppliles from B&H | 08/19/2015   | 686.30             | .00         |            |
| Total 2412:                          |                |                            |              | 686.30             | .00         |            |
| <b>2469</b>                          |                |                            |              |                    |             |            |
| <b>Pinnacle Assurance</b>            |                |                            |              |                    |             |            |
|                                      | 17701917       | WORKER'S COMP              | 08/06/2015   | 500.00             | 500.00      | 08/14/2015 |
| Total 2469:                          |                |                            |              | 500.00             | 500.00      |            |
| <b>2540</b>                          |                |                            |              |                    |             |            |
| <b>Walker Electric</b>               |                |                            |              |                    |             |            |
|                                      | 5716           | REPAIR OUTLETS             | 08/05/2015   | 104.30             | 104.30      | 08/14/2015 |
| Total 2540:                          |                |                            |              | 104.30             | 104.30      |            |
| <b>2543</b>                          |                |                            |              |                    |             |            |
| <b>Airgas USA, LLC</b>               |                |                            |              |                    |             |            |
|                                      | 9042243511     | CARBON DIOXIDE 200 LTRS    | 08/06/2015   | 278.83             | .00         |            |
| Total 2543:                          |                |                            |              | 278.83             | .00         |            |
| <b>2573</b>                          |                |                            |              |                    |             |            |
| <b>Mountain West Office Products</b> |                |                            |              |                    |             |            |
|                                      | 0580644-001    | supplies                   | 08/26/2015   | 93.05              | .00         |            |
| Total 2573:                          |                |                            |              | 93.05              | .00         |            |
| <b>2846</b>                          |                |                            |              |                    |             |            |
| <b>Colo Mtn News Media</b>           |                |                            |              |                    |             |            |
|                                      | 11357549       | AD                         | 07/11/2015   | 435.40             | 435.40      | 08/14/2015 |
|                                      | 11399525       | AD                         | 07/30/2015   | 101.25             | 101.25      | 08/14/2015 |
|                                      | 11399525 0729  | AD                         | 07/29/2015   | 101.25             | 101.25      | 08/14/2015 |
|                                      | 11399525 0731  | AD                         | 07/31/2015   | 101.25             | 101.25      | 08/14/2015 |
| Total 2846:                          |                |                            |              | 739.15             | 739.15      |            |
| <b>2936</b>                          |                |                            |              |                    |             |            |
| <b>Farmer Bros. Co.</b>              |                |                            |              |                    |             |            |
|                                      | 61606340       | COFFEE                     | 07/21/2015   | 290.70             | .00         |            |
| Total 2936:                          |                |                            |              | 290.70             | .00         |            |
| <b>2960</b>                          |                |                            |              |                    |             |            |
| <b>Walmart Community</b>             |                |                            |              |                    |             |            |
|                                      | 006232         | supplies                   | 08/06/2015   | 16.96              | 16.96       | 08/14/2015 |
|                                      | 006695         | supplies                   | 08/06/2015   | 61.88              | 61.88       | 08/14/2015 |
|                                      | 007143         | supplies                   | 08/07/2015   | 12.93              | 12.93       | 08/21/2015 |
|                                      | 009518         | supplies                   | 07/08/2015   | 17.94              | 17.94       | 08/21/2015 |
|                                      | 014923         | supplies                   | 07/14/2015   | 18.85              | 18.85       | 08/14/2015 |

| Vendor Name and Number                | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
|                                       | 016548         | supplies                   | 07/16/2015   | 9.02               | 9.02        | 08/14/2015 |
|                                       | 023454         | OFFICE EVIDENCE PATROL     | 07/23/2015   | 76.06              | 76.06       | 08/21/2015 |
|                                       | 027315         | supplies                   | 07/27/2015   | 21.82              | 21.82       | 08/14/2015 |
|                                       | 028989         | CRAFTS                     | 07/28/2015   | 29.89              | 29.89       | 08/14/2015 |
|                                       | 029533         | supplies                   | 07/29/2015   | 20.00              | 20.00       | 08/14/2015 |
|                                       | 031710         | supplies                   | 07/31/2015   | 115.18             | 115.18      | 08/14/2015 |
| Total 2960:                           |                |                            |              | 400.53             | 400.53      |            |
| <b>2970</b>                           |                |                            |              |                    |             |            |
| <b>Diamond Vogel Paints</b>           |                |                            |              |                    |             |            |
|                                       | 751121670      | WHITE TRAFFIC PAINT/STREET | 08/07/2015   | 926.40             | 926.40      | 08/14/2015 |
| Total 2970:                           |                |                            |              | 926.40             | 926.40      |            |
| <b>3015</b>                           |                |                            |              |                    |             |            |
| <b>Kroger/King Sooper Cust Charge</b> |                |                            |              |                    |             |            |
|                                       | 089889         | SUPPLIES                   | 08/18/2015   | 23.88              | 23.88       | 08/21/2015 |
|                                       | 153887         | SUPPLIES                   | 08/05/2015   | 84.81              | 84.81       | 08/21/2015 |
|                                       | 215949         | FOOD SUPPLES               | 08/06/2015   | 61.87              | 61.87       | 08/21/2015 |
| Total 3015:                           |                |                            |              | 170.56             | 170.56      |            |
| <b>3035</b>                           |                |                            |              |                    |             |            |
| <b>Rocky Mountain Supply Co.</b>      |                |                            |              |                    |             |            |
|                                       | 13550          | TRACK RUBBER               | 08/12/2015   | 2,342.77           | 2,342.77    | 08/14/2015 |
| Total 3035:                           |                |                            |              | 2,342.77           | 2,342.77    |            |
| <b>3083</b>                           |                |                            |              |                    |             |            |
| <b>ALSCO</b>                          |                |                            |              |                    |             |            |
|                                       | 1654654        | LAUNDRY/senior center      | 07/21/2015   | 77.17              | .00         |            |
|                                       | 1657685        | LAUNDRY/senior center      | 07/28/2015   | 62.68              | .00         |            |
|                                       | 1660748        | SUPPLIES                   | 08/04/2015   | 26.00              | 26.00       | 08/14/2015 |
|                                       | 1660749        | LAUNDRY/senior center      | 08/04/2015   | 94.99              | .00         |            |
|                                       | 1663814        | LAUNDRY/senior center      | 08/11/2015   | 57.61              | .00         |            |
|                                       | 1666845        | LAUNDRY/senior center      | 08/18/2015   | 48.88              | .00         |            |
| Total 3083:                           |                |                            |              | 367.33             | 26.00       |            |
| <b>3156</b>                           |                |                            |              |                    |             |            |
| <b>Superwash Of Rifle</b>             |                |                            |              |                    |             |            |
|                                       | 2008 072415    | CAR WASH                   | 07/24/2015   | 13.43              | 13.43       | 08/20/2015 |
|                                       | 2025 072415    | CAR WASH/PD                | 07/24/2015   | 155.97             | 155.97      | 08/20/2015 |
|                                       | 2036 080715    | CAR WASH                   | 08/07/2015   | 8.24               | 8.24        | 08/21/2015 |
|                                       | 2049 080715    | CAR WASH                   | 08/07/2015   | 10.00              | 10.00       | 08/21/2015 |
|                                       | 2051 072415    | CAR WASH                   | 07/24/2015   | 21.00              | 21.00       | 08/20/2015 |
|                                       | 2051 080715    | CAR WASH                   | 08/07/2015   | 10.00              | 10.00       | 08/21/2015 |
|                                       | 2052 072415    | CAR WASH                   | 07/24/2015   | 25.96              | 25.96       | 08/20/2015 |
|                                       | 2052 080715    | CAR WASH                   | 08/07/2015   | 31.83              | 31.83       | 08/21/2015 |
| Total 3156:                           |                |                            |              | 276.43             | 276.43      |            |
| <b>3389</b>                           |                |                            |              |                    |             |            |
| <b>Sandy's Office Supply Inc</b>      |                |                            |              |                    |             |            |
|                                       | 137336         | SUPPLIES                   | 06/29/2015   | 135.67             | .00         |            |
|                                       | 140219         | CADDY MARKER               | 07/20/2015   | 13.26              | .00         |            |

| Vendor Name and Number               | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total 3389:                          |                |                           |              | 148.93             | .00         |            |
| <b>3397</b>                          |                |                           |              |                    |             |            |
| <b>Stripe-A-Lot, Inc.</b>            |                |                           |              |                    |             |            |
|                                      | 808            | Street Striping           | 07/25/2015   | 18,121.17          | 18,121.17   | 08/14/2015 |
|                                      | 809            | Street Striping           | 07/25/2015   | 7,589.70           | 7,589.70    | 08/14/2015 |
| Total 3397:                          |                |                           |              | 25,710.87          | 25,710.87   |            |
| <b>3707</b>                          |                |                           |              |                    |             |            |
| <b>Interstate Battery System Inc</b> |                |                           |              |                    |             |            |
|                                      | 22039114       | BATTERY'                  | 08/12/2015   | 211.90             | 211.90      | 08/20/2015 |
| Total 3707:                          |                |                           |              | 211.90             | 211.90      |            |
| <b>3780</b>                          |                |                           |              |                    |             |            |
| <b>Concrete Equipment</b>            |                |                           |              |                    |             |            |
|                                      | 172343         | BACKER ROD CLOSED CELL    | 07/30/2015   | 2.58               | 2.58        | 08/14/2015 |
| Total 3780:                          |                |                           |              | 2.58               | 2.58        |            |
| <b>3798</b>                          |                |                           |              |                    |             |            |
| <b>Ace Industrial Supplies</b>       |                |                           |              |                    |             |            |
|                                      | 1447193        | VIPER GRIP BLACK DIAMOND  | 07/30/2015   | 1,105.80           | 1,105.80    | 08/14/2015 |
| Total 3798:                          |                |                           |              | 1,105.80           | 1,105.80    |            |
| <b>3955</b>                          |                |                           |              |                    |             |            |
| <b>Holy Cross Energy</b>             |                |                           |              |                    |             |            |
|                                      | 073015         | BEAVER CREEK HEADGATE     | 07/30/2015   | 28.72              | 28.72       | 08/14/2015 |
|                                      | 073015.        | BARON LANE STREET LIGHTS  | 07/30/2015   | 19.58              | 19.58       | 08/14/2015 |
| Total 3955:                          |                |                           |              | 48.30              | 48.30       |            |
| <b>4037</b>                          |                |                           |              |                    |             |            |
| <b>Infilco Degremont Inc</b>         |                |                           |              |                    |             |            |
|                                      | 410048         | SWITCH LIMIT REVERSING AB | 08/20/2015   | 369.03             | .00         |            |
|                                      | 410073         | INDEXING LIMIT SWITCH     | 08/20/2015   | 383.87             | .00         |            |
| Total 4037:                          |                |                           |              | 752.90             | .00         |            |
| <b>4055</b>                          |                |                           |              |                    |             |            |
| <b>UPS/United Parcel Service</b>     |                |                           |              |                    |             |            |
|                                      | Y2097W295      | SHIPPING                  | 07/18/2015   | 44.36              | 44.36       | 08/21/2015 |
|                                      | Y2097W305      | SHIPPING                  | 07/25/2015   | 31.64              | 31.64       | 08/21/2015 |
| Total 4055:                          |                |                           |              | 76.00              | 76.00       |            |
| <b>4141</b>                          |                |                           |              |                    |             |            |
| <b>True Brew Coffee Service</b>      |                |                           |              |                    |             |            |
|                                      | 165905         | COFFEE                    | 07/24/2015   | 73.72              | 73.72       | 08/14/2015 |
|                                      | 170443         | COFFEE                    | 08/21/2015   | 48.48              | .00         |            |
| Total 4141:                          |                |                           |              | 122.20             | 73.72       |            |
| <b>4240</b>                          |                |                           |              |                    |             |            |

| Vendor Name and Number              | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| <b>Platinum Plus For Business</b>   |                |                          |              |                    |             |            |
|                                     | BULLEN 08111   | DEPT HEAD MEETING-COFFEE | 08/11/2015   | 57.14              | 57.14       | 08/21/2015 |
|                                     | CORNEJO-081    | SUPPLIES                 | 08/11/2015   | 3.07               | 3.07        | 08/21/2015 |
|                                     | DUNCAN 0811    | LUNCH TRAINING           | 08/11/2015   | 7.73               | 7.73        | 08/21/2015 |
|                                     | EDGETON 081    | WEBTIMECLOCK             | 08/11/2015   | 86.94              | 86.94       | 08/21/2015 |
|                                     | EDGETON 081    | MEALS VYL TOURNAMENT     | 08/11/2015   | 1,571.09           | 1,571.09    | 08/21/2015 |
|                                     | FLORES 0811    | LUNCH TRAINING           | 08/11/2015   | 6.50               | 6.50        | 08/21/2015 |
|                                     | GALLEGOS 08    | CORDLESS SAW             | 08/11/2015   | 792.13             | 792.13      | 08/21/2015 |
|                                     | HADLEY 0811    | MAIL WATER SAMPLES       | 08/11/2015   | 16.85              | 16.85       | 08/21/2015 |
|                                     | HAMILTON 08    | SUPPLIES                 | 08/11/2015   | 39.80              | 39.80       | 08/21/2015 |
|                                     | HOGAN 08111    | FLOWERS-MYERS            | 08/11/2015   | 814.14             | 814.14      | 08/21/2015 |
|                                     | MACKLIN 0811   | GAUGE SYNTHETIC          | 08/11/2015   | 120.77             | 120.77      | 08/21/2015 |
|                                     | NEELY 081115   | SUPPLIES                 | 08/11/2015   | 25.62              | 25.62       | 08/21/2015 |
|                                     | PINA 081115    | SUPPLIES                 | 08/11/2015   | 16.21              | 16.21       | 08/21/2015 |
|                                     | POTOTSKY 08    | SUPPLIES                 | 08/11/2015   | 34.11              | 34.11       | 08/21/2015 |
|                                     | STEFFEB 081    | SUPPLIES                 | 08/11/2015   | 626.67             | 626.67      | 08/21/2015 |
|                                     | TEYLINGEN      | EAR PHONE                | 08/11/2015   | 56.44              | 56.44       | 08/21/2015 |
|                                     | TYLER 081115   | TRAINING                 | 08/11/2015   | 260.67             | 260.67      | 08/21/2015 |
|                                     | VAUGHAN 081    | WATER POOL STAFF         | 08/11/2015   | 161.47             | 161.47      | 08/21/2015 |
|                                     | WILSON 08111   | SUPPLIES                 | 08/11/2015   | 31.35              | 31.35       | 08/21/2015 |
| Total 4240:                         |                |                          |              | 4,728.70           | 4,728.70    |            |
| <b>4261</b>                         |                |                          |              |                    |             |            |
| <b>All Water Supply LLC</b>         |                |                          |              |                    |             |            |
|                                     | 3590           | GASKET PVDF SIGMA        | 08/18/2015   | 41.41              | .00         |            |
| Total 4261:                         |                |                          |              | 41.41              | .00         |            |
| <b>4507</b>                         |                |                          |              |                    |             |            |
| <b>Neopost Inc/Neofunds</b>         |                |                          |              |                    |             |            |
|                                     | 070115         | postage                  | 07/01/2015   | 200.00             | 200.00      | 08/21/2015 |
|                                     | 071015         | postage                  | 07/10/2015   | 200.00             | 200.00      | 08/21/2015 |
| Total 4507:                         |                |                          |              | 400.00             | 400.00      |            |
| <b>4701</b>                         |                |                          |              |                    |             |            |
| <b>Tri County Fire Protection</b>   |                |                          |              |                    |             |            |
|                                     | 129936         | ANNUAL MAIN INSPECTION   | 07/31/2015   | 1,013.00           | 1,013.00    | 08/14/2015 |
|                                     | 130621         | DC MAINT ASSEMBLY        | 07/16/2015   | 50.00              | .00         |            |
|                                     | 131029         | ANNUAL MAIN INSPECTION   | 08/04/2015   | 851.00             | .00         |            |
| Total 4701:                         |                |                          |              | 1,914.00           | 1,013.00    |            |
| <b>4796</b>                         |                |                          |              |                    |             |            |
| <b>Mountain Air Mechanical Hvac</b> |                |                          |              |                    |             |            |
|                                     | 21419          | MINOR REPAIR             | 02/26/2015   | 146.12             | 146.12      | 08/21/2015 |
| Total 4796:                         |                |                          |              | 146.12             | 146.12      |            |
| <b>4811</b>                         |                |                          |              |                    |             |            |
| <b>United Site Services Inc</b>     |                |                          |              |                    |             |            |
|                                     | 114-3179773    | ROLLOFF 20 YD            | 07/31/2015   | 3,324.58           | .00         |            |
| Total 4811:                         |                |                          |              | 3,324.58           | .00         |            |
| <b>4967</b>                         |                |                          |              |                    |             |            |

| Vendor Name and Number                               | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| Touch Tone Communications                            | 073115         | LONG DISTANCE MONTHLY FE       | 07/31/2015   | 155.22             | 155.22      | 08/14/2015 |
| Total 4967:  |                |                                |              | 155.22             | 155.22      |            |
| <b>5023</b><br><b>CASELLE INC</b>                    | 67162          | CASELLE SOFTWARE/FINANCE       | 08/01/2015   | 1,354.00           | 1,354.00    | 08/14/2015 |
| Total 5023:  |                |                                |              | 1,354.00           | 1,354.00    |            |
| <b>5210</b><br><b>GOLF ENVIRO SYSTEMS, INC.</b>      | 60126          | RAPID DRY BAGS                 | 08/07/2015   | 315.00             | 315.00      | 08/14/2015 |
| Total 5210:  |                |                                |              | 315.00             | 315.00      |            |
| <b>5473</b><br><b>McAfee</b>                         | 900777678      | MONTHLY SERVICE                | 08/01/2015   | 225.60             | .00         |            |
| Total 5473:  |                |                                |              | 225.60             | .00         |            |
| <b>5518</b><br><b>CURRENT SOLUTIONS</b>              | 5879           | LABOR MAIN GATE ENTRANCE       | 03/18/2015   | 195.00             | 195.00      | 08/14/2015 |
|  | 6021           | PULL CABLES                    | 06/23/2015   | 4,324.34           | 4,324.34    | 08/21/2015 |
| Total 5518:  |                |                                |              | 4,519.34           | 4,519.34    |            |
| <b>5541</b><br><b>FIRST IMPRESSION/Reeve, Darryl</b> | 07708          | WINDOW CLEANING/PARK MAI       | 07/09/2015   | 584.00             | .00         |            |
|  | 07709          | WINDOW CLEANING/CITY HALL      | 07/09/2015   | 482.00             | .00         |            |
| Total 5541:  |                |                                |              | 1,066.00           | .00         |            |
| <b>5650</b><br><b>HIGH COUNTRY GAS</b>               | 221227         | OXYGEN 250 CUBIC FOOT          | 07/31/2015   | 27.28              | 27.28       | 08/20/2015 |
|  | 221970         | OXYGEN 250 CUBIC FOOT          | 08/11/2015   | 35.90              | 35.90       | 08/20/2015 |
| Total 5650:  |                |                                |              | 63.18              | 63.18       |            |
| <b>5708</b><br><b>Teledyne Isco</b>                  | S020090834     | FAN                            | 08/05/2015   | 81.73              | .00         |            |
| Total 5708:  |                |                                |              | 81.73              | .00         |            |
| <b>5748</b><br><b>CTL THOMPSON</b>                   | 391788         | Geotechnical Services for RRWP | 07/31/2015   | 4,660.00           | .00         |            |
|  | 391791         | professional services          | 07/31/2015   | 3,886.00           | .00         |            |
| Total 5748:  |                |                                |              | 8,546.00           | .00         |            |

| Vendor Name and Number                 | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|--------------------------|--------------|--------------------|-------------|------------|
| <b>5752</b>                            |                |                          |              |                    |             |            |
| <b>Accutest Mountain States</b>        |                |                          |              |                    |             |            |
|  | D7-65385       | PWSID CO 123676          | 07/29/2015   | 210.00             | 210.00      | 08/20/2015 |
|  | D8-65906       | WATER QUALITY            | 08/14/2015   | 252.00             | .00         |            |
|  | D8-66344       | WEEKLY COPPER PD         | 08/26/2015   | 336.00             | .00         |            |
| Total 5752:                            |                |                          |              | 798.00             | 210.00      |            |
| <b>5808</b>                            |                |                          |              |                    |             |            |
| <b>CURRY, LORRAINE</b>                 |                |                          |              |                    |             |            |
|  | 081314         | CONCERT SERIES           | 08/13/2014   | 1,400.00           | 1,400.00    | 08/14/2015 |
| Total 5808:                            |                |                          |              | 1,400.00           | 1,400.00    |            |
| <b>5833</b>                            |                |                          |              |                    |             |            |
| <b>SunEdison, LLC/SunE U6 holding</b>  |                |                          |              |                    |             |            |
|  | 781508038936   | energy innovation center | 08/01/2015   | 17,456.43          | 17,456.43   | 08/14/2015 |
| Total 5833:                            |                |                          |              | 17,456.43          | 17,456.43   |            |
| <b>5846</b>                            |                |                          |              |                    |             |            |
| <b>Mesa County Health Department</b>   |                |                          |              |                    |             |            |
|  | 2055-15        | Water Testing            | 07/21/2015   | 20.00              | 20.00       | 08/14/2015 |
|  | 2056-15        | Water Testing            | 07/21/2015   | 20.00              | 20.00       | 08/14/2015 |
|  | 2057-15        | Water Testing            | 07/21/2015   | 20.00              | 20.00       | 08/14/2015 |
|  | 2412-15        | Water Testing            | 08/18/2015   | 20.00              | 20.00       | 08/21/2015 |
|  | 2413-15        | Water Testing            | 08/18/2015   | 20.00              | 20.00       | 08/21/2015 |
|  | 2414-15        | Water Testing            | 08/18/2015   | 20.00              | 20.00       | 08/21/2015 |
| Total 5846:                            |                |                          |              | 120.00             | 120.00      |            |
| <b>5958</b>                            |                |                          |              |                    |             |            |
| <b>Utility Refund</b>                  |                |                          |              |                    |             |            |
|  | 1367101        | REFUND-2423 24TH PLACE   | 08/06/2015   | 69.21              | 69.21       | 08/14/2015 |
|  | 196104         | REFUND-300 E 7TH ST      | 08/06/2015   | 138.93             | 138.93      | 08/14/2015 |
|  | 3344101        | REFUND-2476 PIONEER WAY  | 08/06/2015   | 96.29              | 96.29       | 08/14/2015 |
|  | 3453102        | REFUND-752 W 24 ST       | 08/06/2015   | 233.73             | 233.73      | 08/14/2015 |
|  | 3648101        | REFUND-656 W 24 ST       | 08/14/2015   | 117.00             | 117.00      | 08/14/2015 |
|  | 813102         | REFUND-325 E 10TH ST     | 08/06/2015   | 95.68              | 95.68       | 08/14/2015 |
| Total 5958:                            |                |                          |              | 750.84             | 750.84      |            |
| <b>6025</b>                            |                |                          |              |                    |             |            |
| <b>Wihera Richard C</b>                |                |                          |              |                    |             |            |
|  | 3399           | EVALUATION               | 06/29/2015   | 350.00             | 350.00      | 08/21/2015 |
| Total 6025:                            |                |                          |              | 350.00             | 350.00      |            |
| <b>6067</b>                            |                |                          |              |                    |             |            |
| <b>Mountain Roll-offs, Inc.</b>        |                |                          |              |                    |             |            |
|  | 330363         | PORTABLE RESTROOM        | 07/29/2015   | 109.01             | 109.01      | 08/14/2015 |
|  | 332042         | RECYCLE SERVICE          | 08/01/2015   | 18.23              | 18.23       | 08/21/2015 |
| Total 6067:                            |                |                          |              | 127.24             | 127.24      |            |
| <b>6132</b>                            |                |                          |              |                    |             |            |
| <b>Baileys Garage Doors &amp; More</b> |                |                          |              |                    |             |            |
|  | 8457           | SERVICED DOOR            | 07/23/2015   | 100.00             | 100.00      | 08/14/2015 |

| Vendor Name and Number                  | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total 6132:                             |                |                              |              | 100.00             | 100.00      |            |
| <b>6137</b>                             |                |                              |              |                    |             |            |
| <b>Impressions of Aspen</b>             |                |                              |              |                    |             |            |
|   | 21944          | SUPPLIES                     | 08/06/2015   | 29.41              | .00         |            |
|   | 21975          | SUPPLIES                     | 08/12/2015   | 116.29             | .00         |            |
|   | 22020          | SUPPLIES                     | 08/20/2015   | 59.79              | .00         |            |
|   | 22025          | SUPPLIES                     | 08/19/2015   | 41.98              | .00         |            |
|   | 22032          | SUPPLIES                     | 08/20/2015   | 22.32              | .00         |            |
| Total 6137:                             |                |                              |              | 269.79             | .00         |            |
| <b>6144</b>                             |                |                              |              |                    |             |            |
| <b>COMCAST CABLE</b>                    |                |                              |              |                    |             |            |
|   | 071515         | XFINITY TV                   | 07/15/2015   | 7.98               | 7.98        | 08/21/2015 |
| Total 6144:                             |                |                              |              | 7.98               | 7.98        |            |
| <b>6161</b>                             |                |                              |              |                    |             |            |
| <b>Ewing Irrigation Products</b>        |                |                              |              |                    |             |            |
|   | 83901          | PREM WHITE PAINT             | 07/24/2015   | 965.97             | 965.97      | 08/14/2015 |
| Total 6161:                             |                |                              |              | 965.97             | 965.97      |            |
| <b>6176</b>                             |                |                              |              |                    |             |            |
| <b>Table Top Press</b>                  |                |                              |              |                    |             |            |
|   | 17522-1426     | ISSUES                       | 08/05/2015   | 264.00             | .00         |            |
| Total 6176:                             |                |                              |              | 264.00             | .00         |            |
| <b>6189</b>                             |                |                              |              |                    |             |            |
| <b>USTF</b>                             |                |                              |              |                    |             |            |
|   | 081415         | KAE KWON DO                  | 08/14/2015   | 480.00             | 480.00      | 08/21/2015 |
| Total 6189:                             |                |                              |              | 480.00             | 480.00      |            |
| <b>6221</b>                             |                |                              |              |                    |             |            |
| <b>Wells Fargo Financial Leasing</b>    |                |                              |              |                    |             |            |
|   | 5002362865     | XEROX COPIER                 | 08/02/2015   | 336.44             | 336.44      | 08/14/2015 |
| Total 6221:                             |                |                              |              | 336.44             | 336.44      |            |
| <b>6225</b>                             |                |                              |              |                    |             |            |
| <b>BRUBACHER DESIGN</b>                 |                |                              |              |                    |             |            |
|   | 1637           | BUS SIGNS                    | 07/24/2015   | 780.00             | .00         |            |
| Total 6225:                             |                |                              |              | 780.00             | .00         |            |
| <b>6248</b>                             |                |                              |              |                    |             |            |
| <b>Colorado River Engineering, Inc.</b> |                |                              |              |                    |             |            |
|   | 10485          | RIFLE BOAT RAMP              | 08/10/2015   | 247.50             | .00         |            |
|   | 10490          | Design for mechanical screen | 08/10/2015   | 2,549.50           | 2,549.50    | 08/20/2015 |
| Total 6248:                             |                |                              |              | 2,797.00           | 2,549.50    |            |
| <b>6286</b>                             |                |                              |              |                    |             |            |

| Vendor Name and Number                       | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|--------------------------|--------------|--------------------|-------------|------------|
| ICMA   | 081415 389757  | MEMBERSHIP DUES          | 08/14/2015   | 926.56             | 926.56      | 08/14/2015 |
| Total 6286:                                  |                |                          |              | 926.56             | 926.56      |            |
| <b>6357</b>                                  |                |                          |              |                    |             |            |
| <b>FIRST STRING</b>                          | 6865           | TSHIRTS                  | 08/04/2015   | 362.50             | .00         |            |
| Total 6357:                                  |                |                          |              | 362.50             | .00         |            |
| <b>6387</b>                                  |                |                          |              |                    |             |            |
| <b>GRAN FARNUM PRINTING</b>                  | 2795           | TABOR NOTICES            | 08/11/2015   | 1,034.36           | 1,034.36    | 08/14/2015 |
| Total 6387:                                  |                |                          |              | 1,034.36           | 1,034.36    |            |
| <b>6402</b>                                  |                |                          |              |                    |             |            |
| <b>CENTURY LINK</b>                          | K-9706250004   | LONG DISTANCE            | 08/01/2015   | 446.13             | 446.13      | 08/14/2015 |
|  | K-9706250388   | LONG DISTANCE            | 08/01/2015   | 313.60             | 313.60      | 08/14/2015 |
| Total 6402:                                  |                |                          |              | 759.73             | 759.73      |            |
| <b>6485</b>                                  |                |                          |              |                    |             |            |
| <b>Tisco Inc/Energy Equip-GrandJct</b>       | 10624 073115   | SUPPLIES                 | 07/31/2015   | 94.92              | 94.92       | 08/14/2015 |
|  | 10625 073115   | SUPPLIES                 | 07/31/2015   | 840.05             | 840.05      | 08/14/2015 |
|  | 10626 073115   | SUPPLIES                 | 07/31/2015   | 1,227.06           | 1,227.06    | 08/14/2015 |
|  | 10660 073115   | SUPPLIES                 | 07/31/2015   | 33.98              | 33.98       | 08/14/2015 |
| Total 6485:                                  |                |                          |              | 2,196.01           | 2,196.01    |            |
| <b>6562</b>                                  |                |                          |              |                    |             |            |
| <b>STURGEON ELECTRIC COMPANY</b>             | 407410         | Street Light Maintenance | 06/29/2015   | 21,043.08          | 21,043.08   | 08/14/2015 |
| Total 6562:                                  |                |                          |              | 21,043.08          | 21,043.08   |            |
| <b>6568</b>                                  |                |                          |              |                    |             |            |
| <b>MICRO PLASTICS</b>                        | 080315         | SIGN DEPOSIT REFUND      | 08/03/2015   | 80.00              | 80.00       | 08/21/2015 |
|  | 081215         | SIGN DEPOSIT REFUND      | 08/12/2015   | 80.00              | 80.00       | 08/21/2015 |
|  | 108020         | PLAQUE                   | 08/14/2015   | 165.60             | .00         |            |
| Total 6568:                                  |                |                          |              | 325.60             | 160.00      |            |
| <b>6606</b>                                  |                |                          |              |                    |             |            |
| <b>Western Slope Beverage</b>                | 3070909        | BOTTLED WATER            | 07/14/2015   | 21.90              | 21.90       | 08/14/2015 |
|  | 3071414        | BOTTLED WATER            | 07/28/2015   | 21.90              | 21.90       | 08/14/2015 |
| Total 6606:                                  |                |                          |              | 43.80              | 43.80       |            |
| <b>6643</b>                                  |                |                          |              |                    |             |            |
| <b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b> | 0026581-IN     | SPRAY                    | 08/11/2015   | 181.48             | .00         |            |

| Vendor Name and Number                 | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total 6643:                            |                |                           |              | 181.48             | .00         |            |
| <b>6684</b>                            |                |                           |              |                    |             |            |
| <b>UNITED REPROGRAPHIC SUPPLY, INC</b> |                |                           |              |                    |             |            |
|  | IN61545        | HP 80 YELLOW INK CARTRIDG | 08/13/2015   | 225.33             | .00         |            |
|  | IN61991        | HP 80 CYAN PRINTHEAD CLEA | 08/17/2015   | 244.27             | .00         |            |
|  | IN62156        | HP 80 YELLOW PRINTHEAD CL | 08/19/2015   | 244.27             | .00         |            |
| Total 6684:                            |                |                           |              | 713.87             | .00         |            |
| <b>6716</b>                            |                |                           |              |                    |             |            |
| <b>SIMPLIFILE, LC</b>                  |                |                           |              |                    |             |            |
|  | 080715         | RELEASE OF LIEN           | 08/07/2015   | 104.00             | 104.00      | 08/14/2015 |
| Total 6716:                            |                |                           |              | 104.00             | 104.00      |            |
| <b>6760</b>                            |                |                           |              |                    |             |            |
| <b>FLAG RESOURCES, INC</b>             |                |                           |              |                    |             |            |
|  | 12150          | MASONRY                   | 07/31/2015   | 430.25             | 430.25      | 08/14/2015 |
| Total 6760:                            |                |                           |              | 430.25             | 430.25      |            |
| <b>6777</b>                            |                |                           |              |                    |             |            |
| <b>MASTER PETROLEUM</b>                |                |                           |              |                    |             |            |
|  | 2029535        | COMBUSTIBLE LIQUID        | 08/07/2015   | 723.90             | 723.90      | 08/14/2015 |
| Total 6777:                            |                |                           |              | 723.90             | 723.90      |            |
| <b>6779</b>                            |                |                           |              |                    |             |            |
| <b>COMMERCIAL TIRE SERVICE, INC</b>    |                |                           |              |                    |             |            |
|  | 38109          | TURF TAMER                | 07/24/2015   | 172.86             | 172.86      | 08/20/2015 |
| Total 6779:                            |                |                           |              | 172.86             | 172.86      |            |
| <b>6790</b>                            |                |                           |              |                    |             |            |
| <b>O'REILLY AUTO PARTS</b>             |                |                           |              |                    |             |            |
|  | 3761-380025    | MOTOR OIL                 | 06/23/2015   | 90.93              | 90.93       | 08/21/2015 |
|  | 3761-380172    | OIL FILTER GENERATOR      | 06/24/2015   | 30.45              | 30.45       | 08/21/2015 |
|  | 3761-385991    | WINDOW HNDLE              | 07/29/2015   | 10.49              | 10.49       | 08/20/2015 |
|  | 3761-386101    | AIR FILTER                | 07/30/2015   | 26.02              | 26.02       | 08/20/2015 |
|  | 3761-386311    | GAL TRACTRF1              | 07/31/2015   | 12.99              | 12.99       | 08/14/2015 |
|  | 3761-386313    | EPOXY PUTTY               | 07/31/2015   | 6.85               | 6.85        | 08/14/2015 |
|  | 3761-386763    | RECHARGE KIT              | 08/03/2015   | 11.99              | 11.99       | 08/20/2015 |
|  | 3761-387159    | REMOVER                   | 08/05/2015   | 36.24              | 36.24       | 08/20/2015 |
|  | 3761-387391    | OIL FILTER                | 08/07/2015   | 6.65               | 6.65        | 08/20/2015 |
|  | 3761-387408    | PRIMARY WIRE              | 08/07/2015   | 51.97              | 51.97       | 08/20/2015 |
|  | 3761-387447    | VISOR ORGNZR              | 08/07/2015   | 5.99               | 5.99        | 08/20/2015 |
|  | 3761-387928    | BATTERY                   | 08/10/2015   | 312.54             | 312.54      | 08/20/2015 |
|  | 3761-388007    | PCV ASSEMBLY              | 08/11/2015   | 7.99               | 7.99        | 08/20/2015 |
|  | 3761-388020    | OIL FILTER                | 08/11/2015   | 21.96              | 21.96       | 08/20/2015 |
|  | 3761-388054    | BATTERY                   | 08/11/2015   | 36.00              | 36.00       | 08/20/2015 |
|  | 3761-388097    | TLGT HANDLE               | 08/11/2015   | 32.46              | 32.46       | 08/20/2015 |
|  | 3761-388107    | AIR FILTER                | 08/11/2015   | 14.78              | 14.78       | 08/20/2015 |
|  | 3761-388158    | PICK UP TOOL              | 08/12/2015   | 9.76               | 9.76        | 08/20/2015 |
| Total 6790:                            |                |                           |              | 654.06             | 654.06      |            |

| Vendor Name and Number              | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| <b>6831</b>                         |                |                          |              |                    |             |            |
| <b>CABOT NORIT AMERICAS INC</b>     |                |                          |              |                    |             |            |
|                                     | 25307127RI     | HYDRAULIC DOSING UNIT    | 08/13/2015   | 2,520.00           | .00         |            |
| Total 6831:                         |                |                          |              | 2,520.00           | .00         |            |
| <b>6858</b>                         |                |                          |              |                    |             |            |
| <b>Merchants Integrity Test LLC</b> |                |                          |              |                    |             |            |
|                                     | M11527312015   | MERCHANTS INTEGRITY TEST | 07/31/2015   | 24.00              | 24.00       | 08/14/2015 |
| Total 6858:                         |                |                          |              | 24.00              | 24.00       |            |
| <b>6863</b>                         |                |                          |              |                    |             |            |
| <b>CONSERVANCY OIL CO</b>           |                |                          |              |                    |             |            |
|                                     | 0070087        | GAL SERVICE PRO          | 08/11/2015   | 73.77              | 73.77       | 08/20/2015 |
| Total 6863:                         |                |                          |              | 73.77              | 73.77       |            |
| <b>6885</b>                         |                |                          |              |                    |             |            |
| <b>CHEMATOX LABORATORY INC</b>      |                |                          |              |                    |             |            |
|                                     | 17622          | BLOOD ALCOHOL TEST       | 08/01/2015   | 245.00             | 245.00      | 08/21/2015 |
| Total 6885:                         |                |                          |              | 245.00             | 245.00      |            |
| <b>6916</b>                         |                |                          |              |                    |             |            |
| <b>CORNWELL QUALITY TOOLS</b>       |                |                          |              |                    |             |            |
|                                     | 151663         | MSTR PLUS DISCONNECT     | 08/05/2015   | 209.74             | 209.74      | 08/20/2015 |
| Total 6916:                         |                |                          |              | 209.74             | 209.74      |            |
| <b>6928</b>                         |                |                          |              |                    |             |            |
| <b>KLAUSMAN, HANNAH</b>             |                |                          |              |                    |             |            |
|                                     | 080615         | REIMBURSEMENT            | 08/06/2015   | 152.86             | 152.86      | 08/14/2015 |
| Total 6928:                         |                |                          |              | 152.86             | 152.86      |            |
| <b>6955</b>                         |                |                          |              |                    |             |            |
| <b>LILLY'S KITCHEN</b>              |                |                          |              |                    |             |            |
|                                     | 35262 072815   | LUNCH                    | 07/28/2015   | 113.75             | 113.75      | 08/14/2015 |
| Total 6955:                         |                |                          |              | 113.75             | 113.75      |            |
| <b>6995</b>                         |                |                          |              |                    |             |            |
| <b>THE DRUG TESTING PLACE</b>       |                |                          |              |                    |             |            |
|                                     | 215289         | DRUG TESTING             | 08/01/2015   | 310.00             | 310.00      | 08/14/2015 |
| Total 6995:                         |                |                          |              | 310.00             | 310.00      |            |
| <b>6996</b>                         |                |                          |              |                    |             |            |
| <b>STEFFEN, ROBIN</b>               |                |                          |              |                    |             |            |
|                                     | 081215         | REIMBURSEMENT SUPPLIES   | 08/12/2015   | 76.88              | 76.88       | 08/21/2015 |
| Total 6996:                         |                |                          |              | 76.88              | 76.88       |            |
| <b>7023</b>                         |                |                          |              |                    |             |            |
| <b>SPECIALTY INCENTIVES INC</b>     |                |                          |              |                    |             |            |
|                                     | 199523         | DIGITIZE NEW TAPE        | 06/23/2015   | 56.00              | 56.00       | 08/14/2015 |

| Vendor Name and Number          | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total 7023:                     |                |                              |              | 56.00              | 56.00       |            |
| <b>7073</b>                     |                |                              |              |                    |             |            |
| <b>BOUNDARIES UNLIMITED INC</b> |                |                              |              |                    |             |            |
|                                 | 2252           | Design of Water Storage Tank | 07/09/2015   | 10,265.00          | 10,265.00   | 08/20/2015 |
| Total 7073:                     |                |                              |              | 10,265.00          | 10,265.00   |            |
| <b>7116</b>                     |                |                              |              |                    |             |            |
| <b>DRAKE CONSULTING INC.</b>    |                |                              |              |                    |             |            |
|                                 | 215.093        | WHITERIVER TOPO DESIGN SU    | 08/10/2015   | 2,317.50           | .00         |            |
| Total 7116:                     |                |                              |              | 2,317.50           | .00         |            |
| <b>7134</b>                     |                |                              |              |                    |             |            |
| <b>ABOVE SEA LEVEL</b>          |                |                              |              |                    |             |            |
|                                 | 820115         | TANK MAINTENANCE             | 08/05/2015   | 75.00              | 75.00       | 08/21/2015 |
| Total 7134:                     |                |                              |              | 75.00              | 75.00       |            |
| <b>7146</b>                     |                |                              |              |                    |             |            |
| <b>CROP PRODUCTION SERVICES</b> |                |                              |              |                    |             |            |
|                                 | 28139593       | MIZER 30GA                   | 08/11/2015   | 705.00             | .00         |            |
| Total 7146:                     |                |                              |              | 705.00             | .00         |            |
| <b>7151</b>                     |                |                              |              |                    |             |            |
| <b>MOUNTAIN STATES</b>          |                |                              |              |                    |             |            |
|                                 | 081415         | Membership                   | 08/14/2015   | 5,100.00           | 5,100.00    | 08/14/2015 |
| Total 7151:                     |                |                              |              | 5,100.00           | 5,100.00    |            |
| <b>7205</b>                     |                |                              |              |                    |             |            |
| <b>US FOODS</b>                 |                |                              |              |                    |             |            |
|                                 | 4062041        | FOOD SUPPLIES                | 01/22/2015   | 32.60              | .00         |            |
|                                 | 4320192        | FOOD SUPPLIES                | 02/05/2015   | 23.07              | .00         |            |
|                                 | 4801874        | SUPPLIES                     | 08/06/2015   | 977.00             | .00         |            |
|                                 | 4929663        | FOOD SUPPLIES                | 08/13/2015   | 1,565.48           | .00         |            |
|                                 | 5764934        | FOOD SUPPLIES                | 04/23/2015   | 11.35              | .00         |            |
|                                 | 5912708        | FOOD SUPPLIES                | 03/07/2015   | 4.97-              | .00         |            |
|                                 | 5912709        | FOOD SUPPLIES                | 03/07/2015   | 12.07-             | .00         |            |
|                                 | 5912868        | FOOD SUPPLIES                | 05/18/2015   | 169.93-            | .00         |            |
|                                 | 5950488        | FOOD SUPPLIES                | 07/30/2015   | 5.48-              | .00         |            |
|                                 | 5980690        | SUPPLIES                     | 03/23/2015   | 30.22-             | .00         |            |
|                                 | 5981013        | FOOD SUPPLIES                | 02/02/2015   | 28.38-             | .00         |            |
|                                 | 5985688        | FOOD SUPPLIES                | 06/08/2015   | 10.04-             | .00         |            |
| Total 7205:                     |                |                              |              | 2,348.41           | .00         |            |
| <b>7214</b>                     |                |                              |              |                    |             |            |
| <b>RABOBANK NA</b>              |                |                              |              |                    |             |            |
|                                 | 007715080389   | PUMP STATION 1               | 08/01/2015   | 5,389.31           | 5,389.31    | 08/14/2015 |
| Total 7214:                     |                |                              |              | 5,389.31           | 5,389.31    |            |
| <b>7229</b>                     |                |                              |              |                    |             |            |

| Vendor Name and Number                   | Invoice Number | Description           | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|----------------|-----------------------|--------------|--------------------|-------------|------------|
| <b>ROTO ROOTER PLUMBING</b>              |                |                       |              |                    |             |            |
|  | 376235         | PUMP GREASE TRAP      | 07/23/2015   | 1,500.00           | .00         |            |
|  | 376373         | SCHEDULED MAINTENANCE | 08/05/2015   | 1,500.00           | .00         |            |
| Total 7229:                              |                |                       |              | 3,000.00           | .00         |            |
| <b>7314<br/>SWISHER</b>                  |                |                       |              |                    |             |            |
|  | 1062827        | OFFENSE 5 GAL         | 08/03/2015   | 113.50             | .00         |            |
| Total 7314:                              |                |                       |              | 113.50             | .00         |            |
| <b>7315<br/>CASH'D OUT INC</b>           |                |                       |              |                    |             |            |
|  | 080515         | CONCERT SERIES        | 08/05/2015   | 1,750.00           | 1,750.00    | 08/14/2015 |
| Total 7315:                              |                |                       |              | 1,750.00           | 1,750.00    |            |
| <b>7333<br/>ATKINS, JOHN</b>             |                |                       |              |                    |             |            |
|  | 002            | CLEANING SERVICES     | 08/13/2015   | 80.00              | 80.00       | 08/14/2015 |
|  | 082015         | CLEANING SERVICES     | 08/20/2015   | 40.00              | 40.00       | 08/21/2015 |
| Total 7333:                              |                |                       |              | 120.00             | 120.00      |            |
| <b>7337<br/>Ground Engineering</b>       |                |                       |              |                    |             |            |
|  | 156530.0-2     | NATERIALS TESTING     | 07/21/2015   | 670.00             | 670.00      | 08/14/2015 |
| Total 7337:                              |                |                       |              | 670.00             | 670.00      |            |
| <b>7340<br/>AJAX MECHANICAL SERVICES</b> |                |                       |              |                    |             |            |
|  | 10369          | REPAIR MENS ROOM      | 08/03/2015   | 202.68             | 202.68      | 08/14/2015 |
| Total 7340:                              |                |                       |              | 202.68             | 202.68      |            |
| <b>7341<br/>MICRO PLASTICS INC</b>       |                |                       |              |                    |             |            |
|  | 101116         | PRINTED BANNER        | 08/14/2015   | 160.00             | 160.00      | 08/14/2015 |
| Total 7341:                              |                |                       |              | 160.00             | 160.00      |            |
| <b>7342<br/>KALEIDOSCOPE STUDIOS</b>     |                |                       |              |                    |             |            |
|  | 106839         | VINYL SIGNS           | 05/20/2015   | 500.00             | 500.00      | 08/14/2015 |
| Total 7342:                              |                |                       |              | 500.00             | 500.00      |            |
| <b>7343<br/>RIFLE CREEK MUSEUM</b>       |                |                       |              |                    |             |            |
|  | 081115         | GRANT REQUEST         | 08/11/2015   | 2,000.00           | 2,000.00    | 08/14/2015 |
| Total 7343:                              |                |                       |              | 2,000.00           | 2,000.00    |            |
| <b>7344<br/>RIFLE AMERICAN LEGION</b>    |                |                       |              |                    |             |            |
|  | 081115         | GRANT REQUEST         | 08/11/2015   | 1,500.00           | 1,500.00    | 08/14/2015 |

| Vendor Name and Number       | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|------------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 7344:                  |                |                             |              | 1,500.00           | 1,500.00    |            |
| <b>7345</b>                  |                |                             |              |                    |             |            |
| <b>RIFLE MERCANTILE LLC</b>  |                |                             |              |                    |             |            |
|                              | 3710101        | REFUND-1103 E 3RD ST STE 10 | 08/06/2015   | 193.00             | 193.00      | 08/14/2015 |
| Total 7345:                  |                |                             |              | 193.00             | 193.00      |            |
| <b>7346</b>                  |                |                             |              |                    |             |            |
| <b>BAKER, KARINA</b>         |                |                             |              |                    |             |            |
|                              | 080615         | REFUND-775 BUCKEYE CT       | 08/06/2015   | 233.37             | 233.37      | 08/14/2015 |
| Total 7346:                  |                |                             |              | 233.37             | 233.37      |            |
| <b>7347</b>                  |                |                             |              |                    |             |            |
| <b>PAULINE S. SCHNEEGAS</b>  |                |                             |              |                    |             |            |
|                              | 082015         | WILDLIFE TOURS              | 08/20/2015   | 40.00              | 40.00       | 08/21/2015 |
| Total 7347:                  |                |                             |              | 40.00              | 40.00       |            |
| <b>7348</b>                  |                |                             |              |                    |             |            |
| <b>RHS SOFTBALL</b>          |                |                             |              |                    |             |            |
|                              | 082015         | SOFTBALL CAMP               | 08/20/2015   | 1,480.00           | 1,480.00    | 08/21/2015 |
| Total 7348:                  |                |                             |              | 1,480.00           | 1,480.00    |            |
| <b>7349</b>                  |                |                             |              |                    |             |            |
| <b>EAGLE ENGRAVING, INC.</b> |                |                             |              |                    |             |            |
|                              | 2015-1859      | HOLDER                      | 07/16/2015   | 28.55              | 28.55       | 08/21/2015 |
| Total 7349:                  |                |                             |              | 28.55              | 28.55       |            |
| <b>7350</b>                  |                |                             |              |                    |             |            |
| <b>BETHEL PARTY RENTALS</b>  |                |                             |              |                    |             |            |
|                              | 18878-6        | RENTAL                      | 06/25/2015   | 378.42             | 378.42      | 08/21/2015 |
| Total 7350:                  |                |                             |              | 378.42             | 378.42      |            |
| <b>7351</b>                  |                |                             |              |                    |             |            |
| <b>SILVA, MARIA</b>          |                |                             |              |                    |             |            |
|                              | 081715         | REIMBURSEMENT TOWING        | 08/17/2015   | 120.00             | 120.00      | 08/21/2015 |
| Total 7351:                  |                |                             |              | 120.00             | 120.00      |            |
| <b>7352</b>                  |                |                             |              |                    |             |            |
| <b>SNOB PRODUCTIONS INC</b>  |                |                             |              |                    |             |            |
|                              | 01469          | EQUIPMENT RENTAL            | 06/23/2015   | 394.65             | 394.65      | 08/21/2015 |
| Total 7352:                  |                |                             |              | 394.65             | 394.65      |            |
| <b>7353</b>                  |                |                             |              |                    |             |            |
| <b>CHURCH, CARRIE</b>        |                |                             |              |                    |             |            |
|                              | 082015         | SUMMER CHEERLEADING         | 08/20/2015   | 329.00             | 329.00      | 08/21/2015 |
| Total 7353:                  |                |                             |              | 329.00             | 329.00      |            |

| Vendor Name and Number           | Invoice Number | Description           | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|----------------------------------|----------------|-----------------------|--------------|--------------------|-------------|------------|
| <b>7354</b>                      |                |                       |              |                    |             |            |
| <b>ANTHONY, CATHLEEN</b>         |                |                       |              |                    |             |            |
|                                  | 082115         | TRAVEL REQUEST        | 08/21/2015   | 100.00             | 100.00      | 08/21/2015 |
| Total 7354:                      |                |                       |              | 100.00             | 100.00      |            |
| <b>7355</b>                      |                |                       |              |                    |             |            |
| <b>KALEIDOSCOPE STUDIOS</b>      |                |                       |              |                    |             |            |
|                                  | 081215         | SIGN DEPOSIT REFUND   | 08/12/2015   | 80.00              | 80.00       | 08/21/2015 |
| Total 7355:                      |                |                       |              | 80.00              | 80.00       |            |
| <b>7356</b>                      |                |                       |              |                    |             |            |
| <b>ROARING FORK SIGN COMPANY</b> |                |                       |              |                    |             |            |
|                                  | 080315         | SIGN DEPOSIT REFUND   | 08/03/2015   | 80.00              | 80.00       | 08/21/2015 |
| Total 7356:                      |                |                       |              | 80.00              | 80.00       |            |
| <b>7357</b>                      |                |                       |              |                    |             |            |
| <b>SOAPPOINT</b>                 |                |                       |              |                    |             |            |
|                                  | 080315         | SIGN DEPOSIT REFUND   | 08/03/2015   | 80.00              | 80.00       | 08/21/2015 |
| Total 7357:                      |                |                       |              | 80.00              | 80.00       |            |
| <b>7358</b>                      |                |                       |              |                    |             |            |
| <b>SWSH MT HOOD MFG INC</b>      |                |                       |              |                    |             |            |
|                                  | 081415         | SALES TAX OVERPAYMENT | 08/14/2015   | 19.96              | 19.96       | 08/21/2015 |
| Total 7358:                      |                |                       |              | 19.96              | 19.96       |            |
| <b>7359</b>                      |                |                       |              |                    |             |            |
| <b>MORTON, THOMAS</b>            |                |                       |              |                    |             |            |
|                                  | 081315         | REFUND-925 GARDEN LN  | 08/13/2015   | 41.12              | 41.12       | 08/21/2015 |
| Total 7359:                      |                |                       |              | 41.12              | 41.12       |            |
| Grand Totals:                    |                |                       |              | 814,467.41         | 417,240.05  |            |

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

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

Report Criteria:

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



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

**From:** Lisa Hamilton, City Clerk

**Date:** Thursday, August 27, 2015

**Subject:** Liquor License Renewal

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

Business Name/Address

Farm Fresh Café (Steakhouse)  
1733 Railroad Avenue Unit C

Type of License

Hotel & Restaurant

These criteria have been met by this business:

- The application is complete.
- The fees have been paid (including a \$500 late fee payable to the City for filing the application after the license expired).

I recommend approval of this renewal application.

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

|   |   |  |                                      |
|---|---|--|--------------------------------------|
| Licensee Name<br><b>Eagle Springs Organic LLC</b>                 |   | DBA<br><b>Farm Fresh Cafe Steakhouse</b> |                                      |
| Liquor License #<br><b>4701766</b>                                | License Type<br><b>Hotel L&amp; Restaurant (city)</b> | Sales Tax License #<br><b>04284503</b>   | Expiration Date<br><b>08/07/2015</b> |
| Street Address<br><b>1733 Railroad Ave UnitC, Rifle, CO 81650</b> |   |  | Due Date<br><b>Dec 2015</b>          |
| Mailing Address<br><b>PO Box 351, Rifle, CO 81650</b>             |   |  | Phone Number<br><b>970-625-5187</b>  |
| Operating Manager<br><b>Diane C. Angelo</b>                       | Date of Birth   | Home Address                             | Phone Number                         |

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease Dec 2015
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<br><b>Diane C Angelo</b> | Title<br><b>Accountant</b> |
| Signature<br>   | Date<br><b>8/24/2015</b>   |

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

|                               |        |
|-------------------------------|--------|
| Local Licensing Authority For | Date   |
| Signature                     | Title  |
|                               | Attest |



Office of the City Manager

To: Honorable Mayor and City Council

From: Matt Sturgeon, City Manager

Date: August 27, 2015

Subject: City Clerk Confirmation

The City of Rifle Home Rule Charter (Sec. 6.5) states the City Manager shall appoint the City Clerk, but Council shall confirm the City Manager's appointment.

I am requesting the City Council confirm the appointment of Kristy Christensen to replace outgoing City Clerk, Lisa Hamilton. Kristy will become the acting City Clerk on September 11, 2015.

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

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*\*\*\*All correspondence should be sent to the  
Glenwood Springs office*

August 27, 2015

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

Re: September 2, 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 September 2, 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 on your Consent Agenda for second reading 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. Amendments made following first reading of Ordinance No. 17, Series of 2015 following first reading are shown as **highlighted** text.

3. Intergovernmental Agreement between the City of Rifle and Rifle Housing Authority. The Rifle Senior Center and the Rifle Housing Authority are both in need of a part time

Page 2

maintenance worker. We drafted the enclosed IGA for both entities to share one maintenance worker to create a more stabile position and gain the efficiencies of using the same employee. The Housing Authority will be the employer of the maintenance worker pursuant to all employment policies of the Housing Authority. The City will pay a monthly amount for approximately 15 hours of work at the Senior Center at the direction of the Senior Center Director. The IGA contains additional provisions necessary for this shared use of the maintenance worker.

4. Colorado River Cooperative Agreement on Middle Colorado River Special Fund. As background for this agenda item, I am enclosing a memo we provided the City Council in 2012 regarding the Colorado River Cooperative Agreement, which was approved and signed by the City with an effective date of September 26, 2013. I am also enclosing the fully executed Cooperative Agreement for your reference. The item before you tonight is an Agreement with Glenwood Springs regarding the management of the Special Fund established under the Cooperative Agreement that must be funded by Denver Water by September 26, 2015 pursuant to the Cooperative Agreement. As the memo states, Denver Water agreed to place \$500,000.00 in a fund to be managed and used by middle river entities to help offset the increased operational costs that are incurred as a result of the Shoshone Outage Protocol implementation (the "Special Fund"). The Outage Protocol allows for Denver Water to take the call off at Shoshone during winter months (pursuant to their 2007 Excel agreement) and drought conditions to allow fill of Denver Water's reservoirs. This has an operational impact on water users diverting directly from the Colorado River such as Rifle of both lower water levels and increased salinity.

Rifle and Glenwood Springs are the primary middle Colorado River entities and the enclosed Agreement sets forth the management of the Special Fund that Denver Water needs to see executed before it deposits the \$500,000.00. In all likelihood, Rifle is the most affected entity and it makes sense for it to agree to manage the Special Fund. We can discuss this further at your meeting.

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

**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.

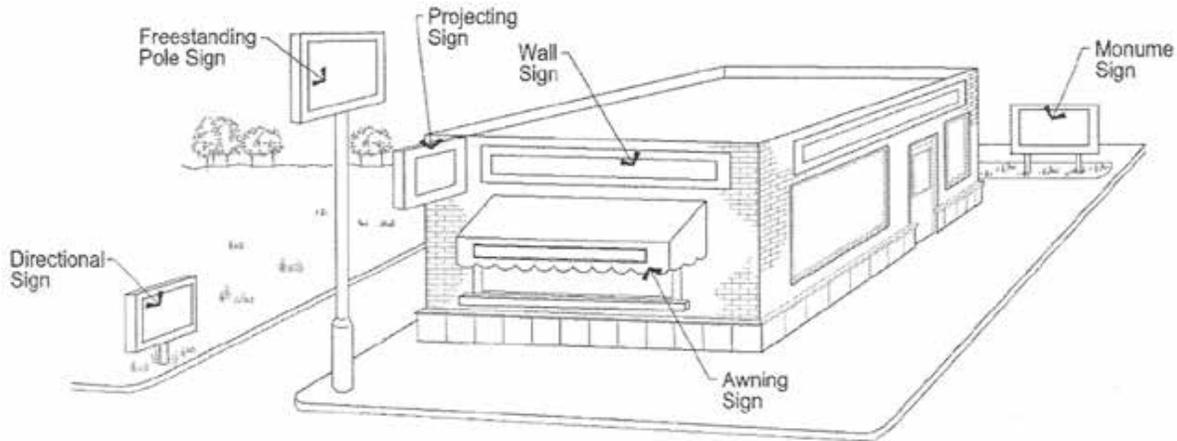
(b) Materials. Signs shall be constructed of durable, high quality architectural materials. The sign package must use materials, colors and designs that are compatible with the building facade. Sign materials must be of proven durability. Treated wood, painted metal, stone, brick and stucco are the preferred 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>   |
|---|------------------------------------|--|--|--|---|
| <b>Awning/<br/>Canopy or<br/>Wall</b>   |                                    |  | Limited to first story of building unless second story has pedestrian access such as balcony | 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 | Must be at least 8' above finished grade   | 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 OR 25 sq. ft., whichever is less | Can be no more than 25' above grade  |  | Cannot extend above top of awning, canopy or building eave line             |
| Legal existing nonconforming commercial | 1 per street front or 1 per tenant |  |  |  |   |

|   |                                    |  |    |  |  |
|---|------------------------------------|--|----|--|--|
|   |                                    |  |    |  | Signs located under a canopy or awning are considered suspended signs              |
| <b>Freestanding</b>                     |                                    |  |    | 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<br>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><br><br><u>Can be no more than 25' above grade</u> |           | <del>Not allowed</del>  |
| Window Sign                             |  |                   |   |           |   |
| Legal existing nonconforming commercial |  |                   | Ground level only   | Unlighted | Cannot exceed 25% of area of window<br>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>  |
|---------------------------------------|---|---|---|--|--|
| <b>Awning/<br/>Canopy or<br/>Wall</b> | 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.<br><br>Add 30 | The lesser of 25' OR the top of first floor of structure<br><br>Exception: wall signs above the | Direct, indirect, or internal<br><br>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<br><br>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<br><br>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<br><br>Cannot extend above top of building eave line<br><br>Signs located under canopy or awning are considered suspended signs  |
| <b>Freestanding</b>   |   |   |   |  |  |
| Business, institution, government, multifamily, subdivision | 1 per 1,500 feet of street frontage per lot<br><br>OR<br>1 per street frontage for corner and double frontage lots.<br><br>Pole signs not permitted in the Central Business District; monument signs only | The lesser of:<br><br>1 sq. ft. for each lineal foot of building frontage<br><br>OR<br>170 sq. ft. on Airport Road and Hwy 13.<br><br>130 sq. ft. in all other areas. | Cannot exceed height of principal building<br><br>OR<br>25 ft. whichever is less<br><br>Exceptions: At least 20 feet permitted on Airport Road and Hwy 13 | Direct, indirect or internal<br><br>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<br><br>Must be at least 4' from building<br><br>On corner lots, maximum square footage must be shared if utilizing more than 1 sign<br><br>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<br><br>Must generally align with other projecting or suspended signs in same block<br>Limited to 4-foot width |
| Window Sign         |                        | Cannot exceed 25% of area of window |  | Unlighted             | Posters for temporary (<30 days) events are exempt<br><br><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 a <u>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<br>Must be removed during non-business hours<br>May not be open/closed sign only<br><br><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 or by 8:00 am Monday, whichever occurs first.
- 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.
- f. Stake signs shall be permitted as yard sale signs.

(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.
- c. ~~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.~~
- ~~a. All such signs may be erected no sooner than sixty (60) days in advance of the election for which they were made.~~
- ~~b. The signs are removed within seven (7) days after the election for which they were made.~~
- ~~c. 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:

- a. 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.
- b. 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.
- c. Each shall be limited to two (2) sign faces.
- d. 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.
- e. 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.
- f. 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.
- g. All signs advertising subdivisions shall be removed after seventy-five percent (75%) of lots have sold within an advertised subdivision.
- h. No sign allowed under this Subsection shall be lighted.

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

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

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.

### **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, garage sale signs as permitted in Section 16-8-70(a)(9), 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 for garage sale signs in Section 16-8-70(a)(9).

(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:

- a. Interfere with pedestrian or vehicular safety;
- b. Detract from the pedestrian quality of the surrounding area;
- c. Add to an over-proliferation of signs on one (1) property or in one (1) area;
- d. Be allowed for any organization that has not proven nonprofit status;
- e. Measure more than four (4) square feet; or
- f. 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

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**MEMORANDUM**

**TO:** Honorable Mayor and City Council

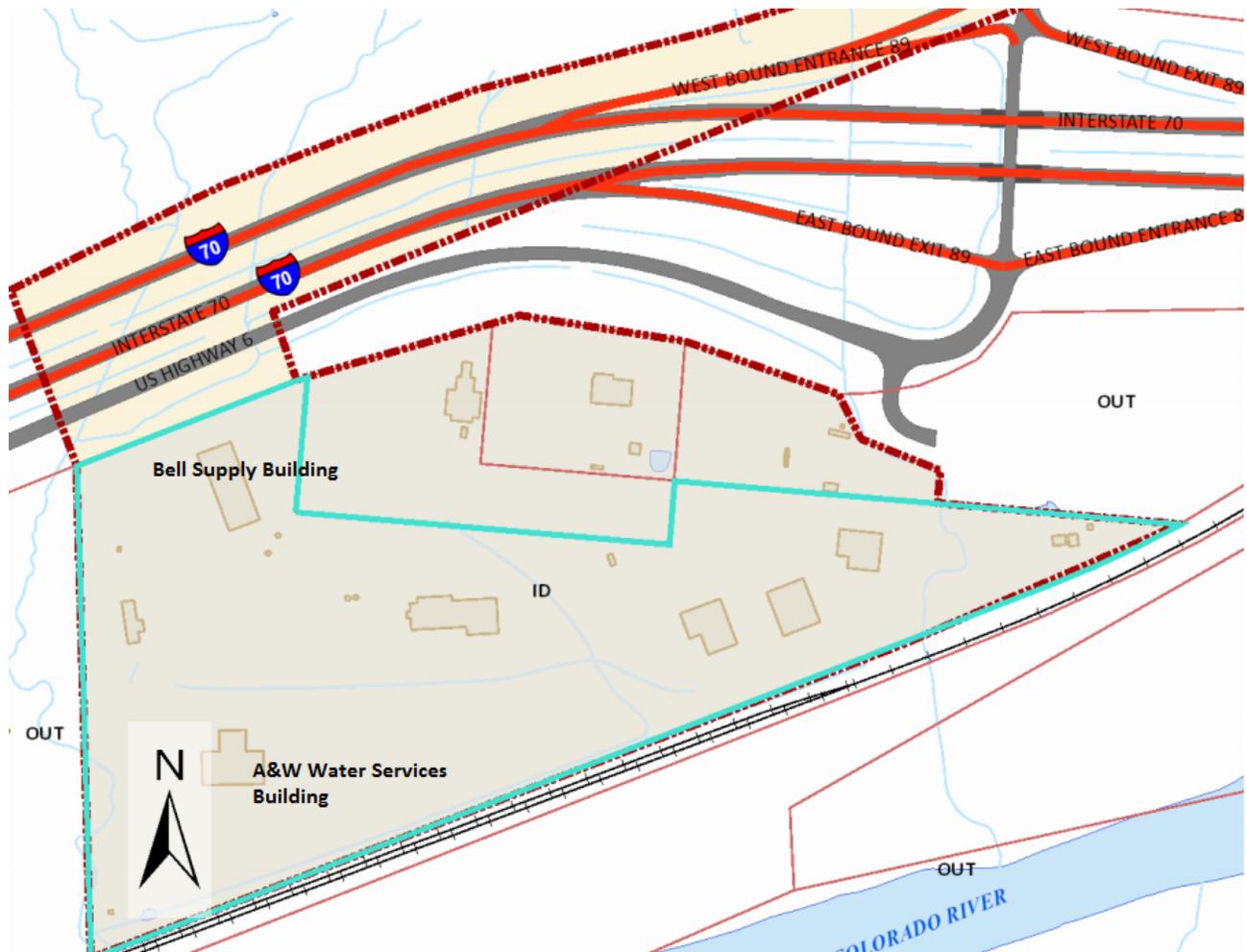
**FROM:** Nathan Lindquist, Planning Director

**DATE:** September 2, 2015

**SUBJECT:** Rifle Super Center Minor 2015-3  
Applicant: DeBeque Crossing, LLC  
Authorized Representative: Glenn Ault

**REQUEST**

The applicant requests Final Plan approval of a minor subdivision of the current Complete Energy Annexation Subdivision (4215-4291 W. Centennial Parkway). See the property highlighted below.



**DEPARTMENT OF PLANNING & DEVELOPMENT**

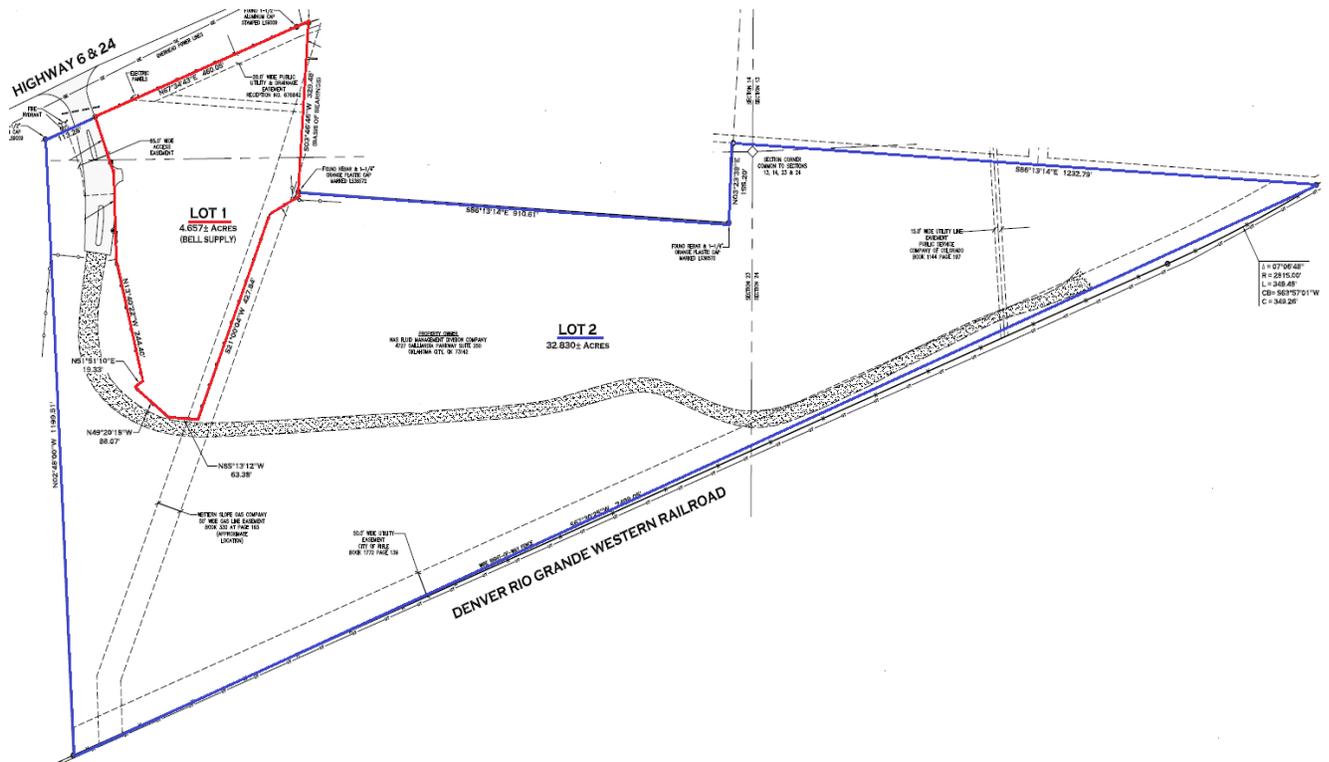
202 Railroad Avenue, Rifle, CO 81650

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



**BACKGROUND**

The preliminary objective of the applicant is to be able to establish individual ownership and use of the existing Bell Supply building. The proposed subdivision will create two (2) separate commercial lots in the new Rifle SuperCenter subdivision, the larger Lot 2 being approximately 32.83 acres, and the smaller Lot 1, encompassing the Bell Supply building, being approximately 4.65 acres. The lots will be zoned Industrial (ID), consistent with the current zoning. Please see the proposed lots below.



Planning and Zoning Commission reviewed Minor 2015-3 on August 25, 2015 and recommended approval with staff conditions.

**ACCESS**

The subdivision has access off of Highway 6 & 24 which is controlled by CDOT. The applicant proposes to create a 65' wide access easement off of Highway 6 & 24, to provide Lot 1 access from the private road on Lot 2. The access easement continues 150 feet in length to encompass the existing driveway to the Bell Supply Building.

## DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



### UTILITIES

The subdivision is on the City water system, but has a septic system that handles the wastewater.

### RECOMMENDATION

Staff and Planning and Zoning Commission recommends City Council approve Minor Subdivision 2015-1 with the following conditions:

1. Applicant shall develop a Business Owner Association agreement for driveway maintenance per the city attorney's template.
2. Applicant shall submit a septic capacity report confirming the existing septic system is adequate or needs amendment for the new use prior to building application.
3. Any use of Lot 1 shall require associated improvements and permits as stipulated in the Rifle Municipal Code.
4. Any use of the storage yard on Lot 1 shall require screening of the chain link fence on the side that is facing Highway 6 & 24.

### FINDINGS

When approving, approving with conditions, or denying a subdivision, the Planning Commission must consider the following (***staff comments in bold, italics***)

1. Conformance of the proposal with the City of Rifle Municipal Code;

***There do not appear to be any provisions of the Rifle Municipal Code that would prevent this subdivision from occurring.***

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes, and the relative value of the proposed structures to the value of other structures;

***The surrounding area consists of industrial uses. The proposed use is industrial and is well suited for the area. The existing buildings will remain.***

3. The desirability for the proposed use in the specific area of the City;

***Industrial uses are desirable in the West Rifle area.***

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



4. Potential for adverse environmental effects that might result from the proposed use;

***It is not anticipated that there will be any adverse environmental effects as a result of the proposed subdivision.***

5. Compatibility of the subdivision plan with the Comprehensive Plan;

***The Comprehensive plan identifies this area as the West Rifle Industrial Center, appropriate for Industrial uses due to easy access to Interstate 70, reduction of incompatible land use conflicts for industrial land uses, and alleviation of heavy truck traffic from the town center via the West Rifle Interchange. The proposed subdivision is compatible with the Comprehensive Plan's goal of growing Rifle's industrial base.***

6. Potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

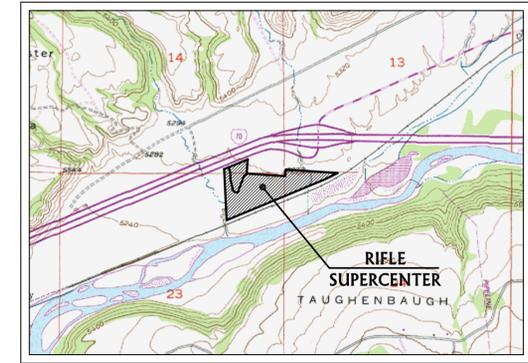
***The proposed use is not expected to have an impact on property values as it is remaining as is.***

7. Conformance with the approval requirements concerning water and sewer tap availability for high volume use requests, if applicable.

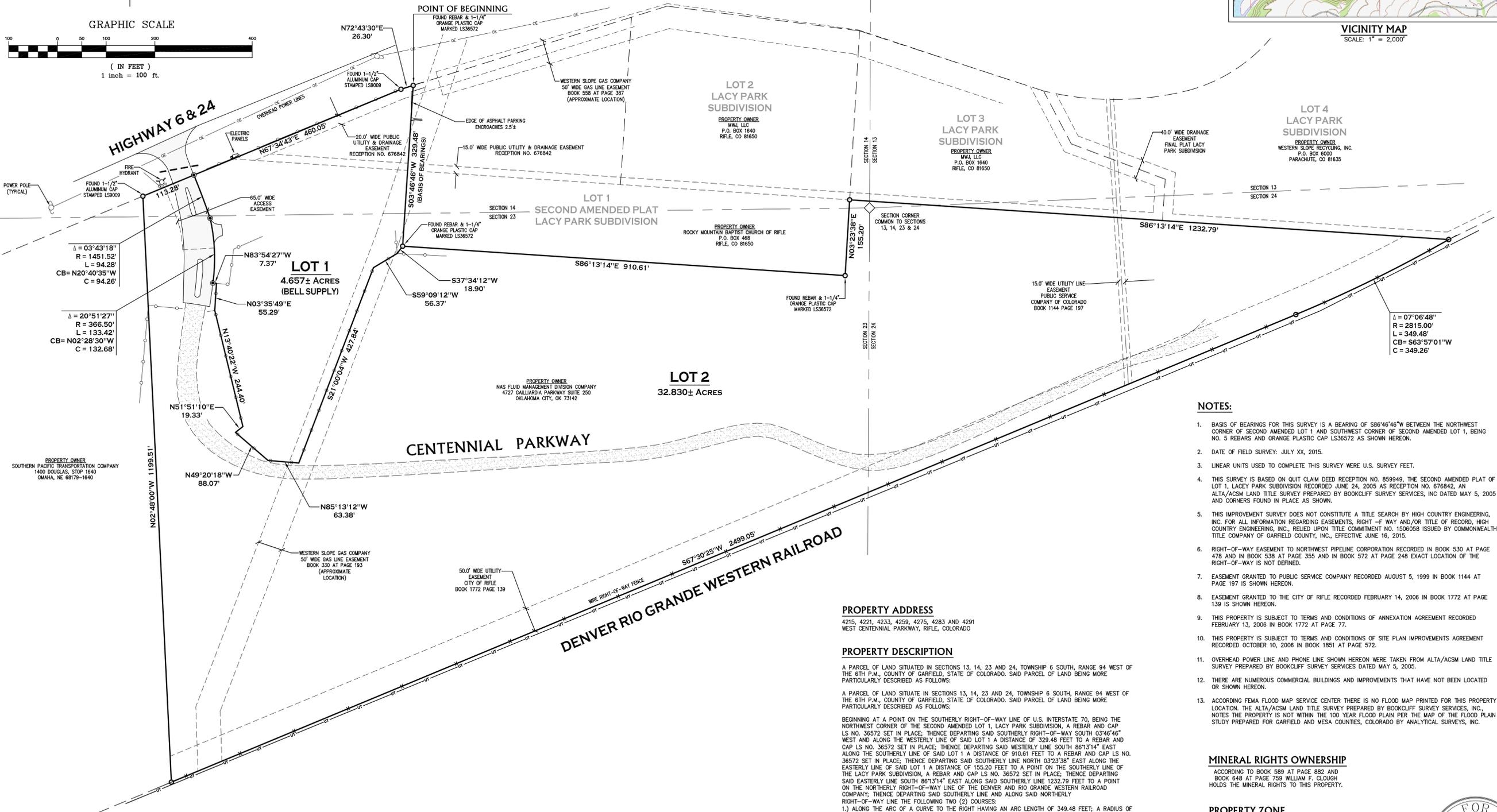
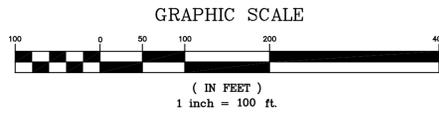
***Staff has notified the applicant that a qualified professional will need to affirm the new use meets County Septic requirements and the current system will not be impacted.***

# PRELIMINARY PLAN RIFLE SUPERCENTER MINOR SUBDIVISION

A PARCEL OF LAND SITUATED IN SECTIONS 13, 14, 23, AND 24  
TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6TH P.M.  
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP  
SCALE: 1" = 2,000'



**NOTES:**

- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S86°46'46\"/>
- DATE OF FIELD SURVEY: JULY XX, 2015.
- LINEAR UNITS USED TO COMPLETE THIS SURVEY WERE U.S. SURVEY FEET.
- THIS SURVEY IS BASED ON QUIT CLAIM DEED RECEPTION NO. 859949, THE SECOND AMENDED PLAT OF LOT 1, LACEY PARK SUBDIVISION RECORDED JUNE 24, 2005 AS RECEPTION NO. 676842, AN ALTA/ACSM LAND TITLE SURVEY PREPARED BY BOOKCLIFF SURVEY SERVICES, INC DATED MAY 5, 2005 AND CORNERS FOUND IN PLACE AS SHOWN.
- THIS IMPROVEMENT SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HIGH COUNTRY ENGINEERING, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD, HIGH COUNTRY ENGINEERING, INC., RELIED UPON TITLE COMMITMENT NO. 1506058 ISSUED BY COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC., EFFECTIVE JUNE 16, 2015.
- RIGHT-OF-WAY EASEMENT TO NORTHWEST PIPELINE CORPORATION RECORDED IN BOOK 530 AT PAGE 478 AND IN BOOK 538 AT PAGE 355 AND IN BOOK 572 AT PAGE 248 EXACT LOCATION OF THE RIGHT-OF-WAY IS NOT DEFINED.
- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY RECORDED AUGUST 5, 1999 IN BOOK 1144 AT PAGE 197 IS SHOWN HEREON.
- EASEMENT GRANTED TO THE CITY OF RIFLE RECORDED FEBRUARY 14, 2006 IN BOOK 1772 AT PAGE 139 IS SHOWN HEREON.
- THIS PROPERTY IS SUBJECT TO TERMS AND CONDITIONS OF ANNEXATION AGREEMENT RECORDED FEBRUARY 13, 2006 IN BOOK 1772 AT PAGE 77.
- THIS PROPERTY IS SUBJECT TO TERMS AND CONDITIONS OF SITE PLAN IMPROVEMENTS AGREEMENT RECORDED OCTOBER 10, 2006 IN BOOK 1851 AT PAGE 572.
- OVERHEAD POWER LINE AND PHONE LINE SHOWN HEREON WERE TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PREPARED BY BOOKCLIFF SURVEY SERVICES DATED MAY 5, 2005.
- THERE ARE NUMEROUS COMMERCIAL BUILDINGS AND IMPROVEMENTS THAT HAVE NOT BEEN LOCATED OR SHOWN HEREON.
- ACCORDING FEMA FLOOD MAP SERVICE CENTER THERE IS NO FLOOD MAP PRINTED FOR THIS PROPERTY LOCATION. THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY BOOKCLIFF SURVEY SERVICES, INC., NOTES THE PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD PLAIN PER THE MAP OF THE FLOOD PLAN STUDY PREPARED FOR GARFIELD AND MESA COUNTIES, COLORADO BY ANALYTICAL SURVEYS, INC.

**MINERAL RIGHTS OWNERSHIP**

ACCORDING TO BOOK 589 AT PAGE 882 AND BOOK 648 AT PAGE 759 WILLIAM F. CLOUGH HOLDS THE MINERAL RIGHTS TO THIS PROPERTY.

**PROPERTY ZONE**  
INCORPORATED CITY OF RIFLE

**PROPERTY ADDRESS**  
4215, 4221, 4233, 4259, 4275, 4283 AND 4291  
WEST CENTENNIAL PARKWAY, RIFLE, COLORADO

**PROPERTY DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
A PARCEL OF LAND SITUATE IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. INTERSTATE 70, BEING THE NORTHWEST CORNER OF THE SECOND AMENDED LOT 1, LACEY PARK SUBDIVISION, A REBAR AND CAP LS NO. 36572 SET IN PLACE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 03°46'46\"/>

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



DRAWN BY: RPK  
 CHECKED BY: RPK  
 DATE: 07-09-15  
 FILE: 1694-MINOR

PROJECT NO.  
**2151694**

1 OF 1

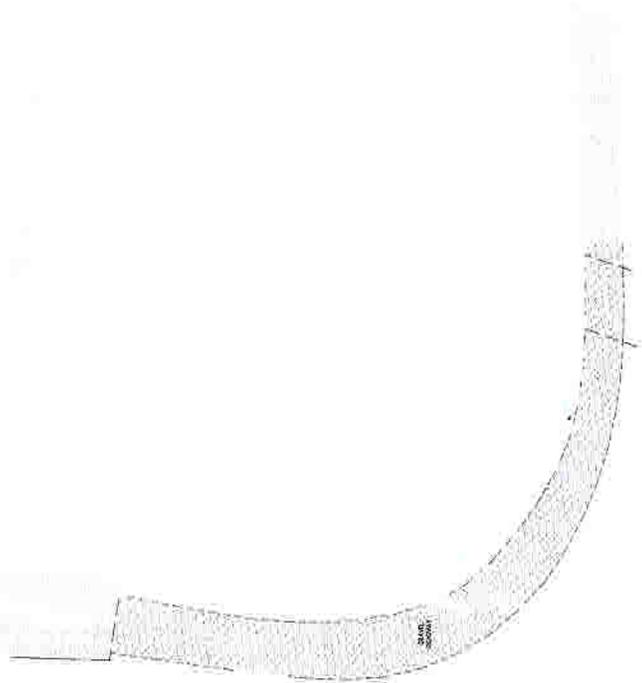
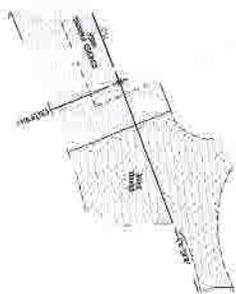
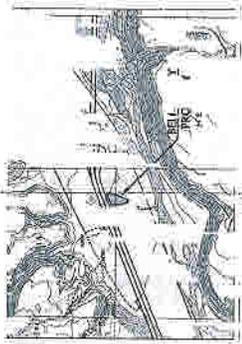
HIGH COUNTRY ENGINEERING, INC.  
 1517 BLAKE AVENUE, STE 101,  
 GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-5676 - FAX (970) 945-2555  
 WWW.HCENG.COM

NAS FLUID MANAGEMENT CO.  
 RIFLE - COLORADO  
 MINOR SUBDIVISION  
 CITY OF RIFLE  
 GARFIELD COUNTY, COLORADO

CENTER OF REGULATION  
 1-800-922-1987  
 OR 534-06700 IN METRO DENVER  
 CALL 24 BUSINESS DAYS IN ADVANCE  
 BEFORE YOU DIG. GRADE OR  
 UNDERGROUND MEMBER UTILITIES



1. The area shown in the plan is situated in the village of ...  
2. The area is bounded by ...  
3. The area is situated in the village of ...  
4. The area is bounded by ...  
5. The area is situated in the village of ...  
6. The area is bounded by ...  
7. The area is situated in the village of ...  
8. The area is bounded by ...  
9. The area is situated in the village of ...  
10. The area is bounded by ...



## APPLICANT STATEMENTS

11. A STATEMENT DESCRIBING THE PLANNING OBJECTIVES TO BE ACHIEVED BY THE SUBDIVISION AND THE RELATIONSHIP OF THE SUBDIVISION TO THE COMPREHENSIVE PLAN.

*The preliminary objectives of the minor subdivision is to be able to establish individual ownership and use of the existing Bell Supply building. The building and grounds will have very little or not changes. The basic operation will be on the inside of the building. The new use will not affect the current comprehensive plan.*

13. A DEVELOPMENT SCHEDULE INDICATING THE ESTIMATED TIMING AND PHASING OF CONSTRUCTION ACTIVITIES. THE SCHEDULE SHALL INCLUDE THE ESTIMATED AREA ALOCATED FOR EACH LAND USE IN EACH PHASE OF THE DEVELOPMENT. THE TOTAL AREA OF COMMON OPEN SPACE PROVIDED IN EACH PHASE OF THE DEVELOPMENT SHALL BE INDICATED.

*The development schedule is proposed to be complete within an approximate 60 day schedule. There are no changes to the proposed building, land or infrastructure. The majority of the use shall be in the 12,000 square foot building. The fenced and graveled yard shall be used mainly for vehicle parking and equipment storage.*

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 26  
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO, APPROVING THE FINAL PLAT OF THE RIFLE SUPER  
CENTER MINOR SUBDIVISION IN THE CITY OF RIFLE

WHEREAS, NAS Fluids Division Management Company (“Developer”) is the owner of certain real property located in the City of Rifle, Colorado at 4291 West Centennial Parkway, Parcel 217523100142 (hereinafter the "Property"); and

WHEREAS, Developer desires to subdivide the Property into two (2) lots; and

WHEREAS, on August 25, 2015 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Combined Sketch Plan and Preliminary Plan for the Property; and

WHEREAS, Developer filed with the Rifle Planning Department an application for Final Subdivision Plat approval for the Property creating two (2) lots; and

WHEREAS, on September 2, 2015 the Rifle City Council reviewed the Final Subdivision Plat application for the Property, and found these documents to be consistent with the approved Combined Sketch/Preliminary Plan; and

WHEREAS, the City Council desires to approve the Final Subdivision Plat of the Rifle Super Center Minor Subdivision pursuant to Rifle Municipal Code §16-5-440(e), subject to all terms and conditions set forth herein.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plat for the Rifle Super Center Minor Subdivision is hereby approved.
3. Developer shall comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual. Developer shall also comply in full with the conditions of the Planning and Development Department’s staff report presented to the City Council on even date herewith, which conditions must be satisfied prior to the recording of the Final Plat.

4. The Mayor of the City is hereby authorized to indicate the City Council's approval of the Final Plat for the Property by signing two (2) reproducible copies of the Final Plat. A true and correct copy of the Final Plat shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat for the Property and the original of this Resolution in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Resolution and the Final Plat for the Property in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Resolution with the Garfield County Assessor.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held the 2nd day of September, 2015.

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

CITY OF RIFLE, COLORADO

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

ATTEST:

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



Office of the City Manager

To: Honorable Mayor and City Council

From: Matt Sturgeon, City Manager

Date: August 26, 2015

Subject: NW Signal Light Replacement – Centennial Parkway and Railroad Ave.  
Emergency Procurement Confirmation

According to a Rifle Police Report dated August 18, 2015, a witness reported seeing a semi-truck southbound on Railroad Ave. hit the signal light on the northeast corner of the intersection with Centennial Parkway (aka Hwy. 6).

City staff and a private contractor inspected the damage and determined the pole was damaged beyond repair and was unstable requiring immediate replacement. The state of the pole foundation was such that there was concern another vehicle incident or heavy wind could bring the pole down into the intersection.

Because of the risk associated with the unstable pole, the City Manager authorized Sturgeon Electric—the contractor currently retained to maintain signal lights throughout the City of Rifle—to install a new signal pole. Section 4-3-40(b) of the Rifle Municipal Code grants the City Manager authority to make emergency procurements up to \$100,000 when a threat to public health, safety, or welfare exists and a purchase should not be delayed. The City Manager is required to obtain affirmation of the purchase the next time a quorum of City Council occurs.

Staff is requesting Council confirm the \$35,753 emergency expenditure. With Council's approval, the funds will come from a \$500,000 contingency budgeted in the Street Improvement Fund for events such as this. Additionally, an insurance claim has been filed with CIRSA.

**RIFLE POLICE DEPARTMENT  
CASE REPORT**

|       |                     |             |           |
|-------|---------------------|-------------|-----------|
| DATE: | 8-18-2015           | CASE #:     | 2015-9998 |
| Name: | Sergeant Diego Piña | Page 1 of 1 |           |

The following report provides a summary of statements and/or reports. The author does not purport that this report contains all of the facts and/or that the statements are verbatim. This report is not intended to take the place of original documents, statements, and/or evidence.

Unless otherwise stated, all events described herein occurred in the City of Rifle, Garfield County, State of Colorado.

All information contained herein was obtained by my personal observations and/or information provided by other law enforcement sources, unless otherwise noted.

All times reported are approximate.

**NARRATIVE**

I, Sergeant Diego Piña, on 8-18-2015 @ 10:00 Hrs I spoke Dandy Vickery who told me that he had witnesses a semi hit the light pole at 1<sup>st</sup> and Railroad Ave. He does not remember the exact date of the incident. He does remember a brown or red semi truck with box trailer traveling south on Railroad Ave and attempt to turn west onto centennial park (Hwy 6&24). The semi turned to close to the light pole hitting it. The semi backed up and pulled and pulled forward several times to get away from the pole. The semi did stop a block away for a short time and then left. There was no distinguishing marking on the Semi and he had no description of the driver.

**RECORDINGS:**

Recordings, if any, are addressed as evidence or property in this report.

**END OF REPORT**



ESTABLISHED 1912

- ELECTRICAL CONSTRUCTION
- OVERHEAD, SUB STATION, UNDERGROUND DISTRIBUTION
- SERVICE WORK

STURGEON ELECTRIC COMPANY • 12150 E. 112TH AVE. • HENDERSON, CO 80640 • (303) 286-8000  
 REMIT PAYMENTS TO: 22389 NETWORK PLACE • CHICAGO, IL 60673-1223

CITY OF RIFLE  
 Bobby O'Dell  
 202 RAILROAD AVE.  
 RIFLE

CO 81650

APPLICATION NO: 2

INVOICE NO: 411715  
 CUSTOMER NO: 135770

PROJECT:  
 Railroad Ave. & Hwy 6

JOB NO: 841405  
 INTERNAL NO:  
 APPLICATION DATE: 08/19/15

CONTRACT NO:

CONTRACT FOR:

CURRENT GROSS AMOUNT \$ 27,723.57  
 CURRENT RETAINAGE \$ 2,772.36

|   |             |
|---|-------------|
| 1. Original Contract Sum                  | \$27,723.57 |
| 2. Net Change by Change Order             | \$0.00      |
| 3. Contract Sum to Date                   | \$27,723.57 |
| 4. Total Completed to Date                | \$27,723.57 |
| 5. Retainage                              | \$2,772.36  |
| a. Completed Work                         | \$0.00      |
| b. Stored Materials                       | \$0.00      |
| Total Retainage (Line 5a + 5b)            | \$0.00      |
| 6. Total Earned Less Retainage            | \$24,951.23 |
| 7. Less Previous Applications for Payment |             |
|   | *****       |
| 8. CURRENT PAYMENT DUE                    | \$24,951.23 |
|   | *****       |

TERMS NET 30 DAYS, 1 1/2% (18% ANNUAL PERCENTAGE RATE) INTEREST CHARGED ON PAST DUE ACCOUNTS

**Rick Steffen**

**INVOICE**

595 Prefontaine Ave. A3  
 Rifle, CO 81650  
 Phone: (970) 618-4388

| INVOICE #  | DATE      |
|------------|-----------|
| [20150001] | 8/15/2015 |

**BILL TO**

City of Rifle  
 Attn: Bobby O'Dell  
 202 Railroad Ave  
 Rifle, CO 81650

| DESCRIPTION  | AMOUNT          |
|--|-----------------|
| Signal Pole, Pole Extention and 40 foot mast @ 60% of purchase price | 8,029           |
| <b>Thank you for your business!</b>                                  |                 |
| <b>TOTAL</b>   | <b>\$ 8,029</b> |

**INTERGOVERNMENTAL AGREEMENT**  
**GENERAL MAINTENANCE WORKER SERVICES**

THIS AGREEMENT is made and entered into effective the 1<sup>st</sup> day of October, 2015, by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter the "City") and the RIFLE HOUSING AUTHORITY, a housing authority created pursuant to Title 29, Article 4, Part 2, C.R.S. (hereinafter the "Authority");

W I T N E S S E T H:

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

WHEREAS, the parties desire to enter into this Agreement to share the costs of the employment of a general maintenance worker to work at the City of Rifle Senior Center and the Housing Authority to promote efficiencies and provide needed services to each party as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Authority agree as follows:

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

2. General Maintenance Services. Pursuant to the terms and conditions of this Agreement, the Authority will hire and employ a general maintenance worker ("Maintenance Worker") pursuant to the personnel policies of the Authority with the salary and benefits package determined by the Authority; provided, however, this Agreement in no way creates an employment contract for the Maintenance Worker who will be an at-will employee of the Authority. The parties agree that the Maintenance Worker will spend approximately 15 hours per week providing services to the Rifle Senior Center under the direction of the Senior Center Director. The City will provide all materials, supplies, tools and equipment necessary for work performed at the Rifle Senior Center and the Authority will provide all materials, supplies, tools and equipment necessary for work at the Housing Authority.

3. Payment for Services. In consideration for the Maintenance Worker's services to the Rifle Senior Center, the City shall pay the Authority \$1,319.50 each month on the last day of each month services were provided commencing October 31, 2015 for work performed in October 2015.

4. Indemnification/Hold Harmless; Governmental Immunity. Each party will indemnify and hold the other harmless with respect to any liability, loss, damage, claim, action, and notice based on or arising out of each party's respective performance of duties hereunder including, but not limited to, any injuries caused to any third party. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the parties under federal or state



*Intergovernmental Agreement  
General Maintenance Worker Services  
Rife Senior Center – Rifle Housing Authority*

review of the provisions of this Agreement, specifically the wages paid to the Maintenance Worker and the number hours worked for each party, and the parties agree to consult with each other no less frequently than once a year as part of each party's budget process to accomplish this review and dialogue.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective on the day and year first above written.

CITY OF RIFLE, COLORADO

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

ATTEST

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

RIFLE HOUSING AUTHORITY

By \_\_\_\_\_  
Board President

ATTEST

\_\_\_\_\_  
Board Secretary

TO: Mayor and City Council  
City of Rifle, Colorado

FROM: Karl J. Hanlon, Esq.

RE: Colorado River Cooperative Agreement

DATE: June 12, 2012

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**BACKGROUND:**

After several years of negotiations, on April 28, 2011, Denver Water and thirty five west slope entities made the proposed Colorado River Cooperative Agreement (“CRCA”) public at a press conference held in Grand County, Colorado. The potential signatories included water users on the Colorado River from the headwaters in Grand and Summit Counties to the lower river in the Grand Valley. A complete list of signatories is contained in Article VIII - Definitions. While the framework of the CRCA was completed by spring of 2011, a variety of implementation issues remained to be worked on. These included: The drafting of various water rights applications for implementation of the CRCA; drafting supplemental provisions and protocols for the CRCA; as well as meeting with third parties necessary for implementation, including officials from the Bureau of Reclamation and the State of Colorado.

While the CRCA addresses a number of issues affecting the Colorado River, it is important to note that there are several things it does not do. Specifically, the CRCA does not provide for mitigation or substitute mitigation that may be required by federal agencies for the Moffat Collection System project permitting. The CRCA also does not resolve water gap challenges for front range municipalities other than Denver Water (and those entities which currently contract with Denver Water for municipal supplies). However, the CRCA does address a wide variety of interests of the thirty six parties and, most importantly, sets the stage for a cooperative approach between the signatories to addressing future water needs and projects in the Colorado basin.

In short, the CRCA addresses and balances the East and West slope interests in the Colorado River. Denver Water has a vested interest in the permitting and construction of the Moffat Collection System Project (the Gross Reservoir Enlargement), resolving Blue River Decree issues that have been outstanding for many years and addressing environmental stewardship concerns and

participation in the WISE project (a water reuse project). On the West Slope, those entities also have a range of interests including stream flow protection and restoration, water for future consumptive uses, resolution of Blue River Decree issues, protection of recreational assets ranging from reservoir levels to stream flows, preservation of the Shoshone flow regime, ensuring East Slope conservation and reuse, defining the Denver Water service area and protecting future water supplies for West Slope uses. These issues are all addressed in the CRCA.

### **KEY PROVISIONS OF THE CRCA:**

The CRCA is broken into eight different Articles, each addressing a specific component of the Agreement, along with a large number of exhibits.

First, the CRCA lays out the limitations on Denver Water's use of Colorado basin waters. Denver Water has agreed to limit its service area geographically, which is important since it effectively limits future growth of the Denver Water system beyond its current boundaries. Denver Water is also committing to further water reuse and conservation which will allow for its water supply to stretch farther with less impact on the West Slope. Denver Water has also agreed to provide \$25,000,000.00 to effected entities and several thousand acre-feet of water for stream flows. In addition, new contract holders with Denver Water must abstain from coming to the West Slope for water as long as they are under contract with Denver Water to receive their water supply. Lastly, the CRCA also provides for a revenue stream to the West Slope based on WISE project leases.

From the middle river perspective, the most important components of the CRCA relate to Denver Water's agreement to limit future projects on the West Slope to cooperative ones, their support of the Shoshone flow regime, and to the operation of Green Mountain Reservoir in support of that flow regime. The Agreement also contemplates future cooperation on a permanent solution to the Shoshone flow regime including investigating the potential acquisition of the resource Shoshone facility and water right.

Denver Water has also agreed to place \$500,000.00 in a fund to be managed and used by middle river entities to help offset the increased operational costs that are incurred as a result of the Shoshone Outage Protocol implementation. The Outage Protocol allows for Denver Water to take the call off at Shoshone during winter months (pursuant to their 2007 Excel agreement) and drought conditions to allow fill of Denver Water's reservoirs. This has an operational impact on water users diverting directly from the Colorado River such as Rifle of both lower water levels and increased salinity.

Protection of the Shoshone flows is also critical to the City of Rifle for both water quality and the growing local recreation industry. During the negotiations of the CRCA, we emphasized finding an interim and long term solution to maintaining the Shoshone call.

The CRCA also provides that Denver Water will not oppose an application for a recreational in-channel diversion ("RICD") above the confluence the Roaring Fork River and Colorado River

and below the Shoshone powerplant provided that the RICD is designed to mimic the Shoshone call. Denver Water has also agreed to work cooperatively on an application for a RICD on the Glenwood Springs' currently constructed white water park below the confluence of the two rivers.

**CONCLUSION:**

In summary, the CRCA tries to address a variety of issues and concerns of the signatories. The driving principle behind the Agreement is that working cooperatively rather than through litigation better serves the interests of any given party. There is also recognition that all of the parties have an interest in and to the waters of the Colorado River and that all of the parties have interests in their own economic development. While perhaps not a perfect solution to every concern of the parties, it is a solution that all of the parties may be able to live with. Currently, roughly half of the signatories have approved the CRCA including Denver Water, Grand, Summit and Eagle Counties and the City of Glenwood Springs.

## **COLORADO RIVER COOPERATIVE AGREEMENT**

This Agreement is entered into among the following listed Signatories, to become effective upon the first business day at least seven days after the last Signatory has signed this Agreement. The Effective Date of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Signatories acknowledge the mutual exchange of consideration in entering into this Agreement.

City and County of Denver, acting by and through its Board of Water Commissioners (Denver Water)  
Board of County Commissioners, County of Eagle  
Board of County Commissioners, County of Grand  
Board of County Commissioners, County of Summit  
Colorado River Water Conservation District  
Middle Park Water Conservancy District  
Clinton Ditch and Reservoir Company  
Eagle Park Reservoir Company  
Eagle River Water and Sanitation District  
Upper Eagle Regional Water Authority  
Grand Valley Water Users Association  
Orchard Mesa Irrigation District  
Ute Water Conservancy District  
Palisade Irrigation District  
Mesa County Irrigation District  
Grand Valley Irrigation Company  
City of Glenwood Springs  
City of Rifle

This Colorado River Cooperative Agreement consists of the 51-page agreement dated May 15, 2012; Attachments A through T, which have varying dates; and the CRCA Addendum dated April 5, 2012.

# COLORADO RIVER COOPERATIVE AGREEMENT

## ARTICLE I

### Limitations on Denver Water's Water Supply Obligations

- A. Geographic Limit on Service Area. All water available to Denver Water under its existing absolute and conditional water rights listed in Attachment A ("Attachment A Rights") shall be used within the City and County of Denver and Denver Water's current Service Area described in Attachment B ("Service Area"), except as provided in Article I.B. The Service Area shall not be expanded beyond the boundaries depicted in Attachment B.
- B. Limits on Use of Attachment A Water Rights Outside Service Area.
1. Fixed-Amount Contracts. The Attachment A Rights may be used outside the current Service Area to provide up to 67,927 acre-feet of water under the existing contracts listed in Attachment C ("2010 Contracts"). In addition, Denver Water may enter into contracts to deliver an additional 4,000 acre-feet of water annually to be used in new permanent contractual arrangement not listed in Attachment C.

Of the 67,927 acre-feet currently obligated under 2010 Contracts, Denver Water may transfer up to 45,000 acre-feet from a pre-existing water delivery obligation under a 2010 Contract to a different recipient under a new permanent contract ("Future Contract"), subject to the following limitations.

- a. Previously Delivered Water. The amount of water transferred to a Future Contract recipient must fall within the volume of water previously delivered to the 2010 Contract holder during a prior calendar year, and Denver Water's obligation to the 2010 Contract holder must be reduced by a like amount. Some 2010 Contracts include an amount of water not previously delivered by Denver Water ("Unused 2010 Water"). A 2010 Contract holder may not substitute Unused 2010 Water for transferred water. The 2010 Contract holder may access the volume of Unused 2010 Water only at a rate equivalent to growth in demand in the holder's service area after the date of the transfer.
- b. Future Contract Service Area. The service area of any Future Contract recipient must be located in Adams, Arapahoe, Broomfield, Douglas or Jefferson County.

- c. Drought Reductions. All Future Contracts must provide for reductions in deliveries during such times as Denver Water imposes mandatory water use restrictions as part of a drought response program.
  - d. Reuse Under Future Contracts. If the 2010 Contract did not expressly grant to the recipient of the water the right of reuse or successive use, then the Future Contract may grant the right of reuse and successive use of the transferred water only if such reuse is subject to the provisions of Article I.B.2.e and Article II. Nothing in this paragraph shall prevent a recipient of a Future Contract from making an initial fully consumptive use of the transferred water that will not generate effluent or return flows.
  - e. Recycle Water Contracts. Any water transferred from one of the Recycle Water contracts listed on Attachment C shall retain recycled water as the source of water delivered under the Future Contract.
  - f. Payment of West Slope Charge. As a condition of receiving water under a Future Contract, any Future Contract holder shall enter into a West Slope Charge Agreement in substantially the form of Attachment D, and shall pay a West Slope Charge of 12.5%.
  - g. Prohibition on Seeking West Slope Supplies. Any recipient of water under a Future Contract must agree to comply with the Abstention Provisions.
2. Other Contractual Water Supply Obligations. Some of Denver Water's supply obligations to entities or areas outside the Service Area present unique circumstances or opportunities and are not included within the volumetric limit established in Article I.B.1. Denver Water may use the Attachment A Rights outside the Service Area to provide water under the following circumstances:
- a. Obligations to Littleton under Littleton's Total Service Distributor Contract dated March 9, 2011.
  - b. Water to be provided to Public Service Company and to West Slope entities in the event of a relaxation of the Shoshone Call under the provisions of the 2007 Shoshone Agreement or the provisions of Article VI of this Agreement.
  - c. Use of Denver Water's water rights on the West Slope: (1) for beneficial use by the West Slope entities; or (2) to meet regulatory obligations required for Denver Water's operations or projects; or (3) for other purposes specifically authorized under this Agreement.

- d. Water delivered from the potable water distribution system at Denver International Airport that would otherwise need to be discharged from the system to maintain the chlorine residual and avoid nitrification within the potable water system.
  - e. Reusable return flows in excess of Denver Water's obligations under Article II or not committed to a 2010 Contract may be used in Joint Use Projects, subject to the following limitations in this subsection. The use of reusable return flows under this section does not in any way diminish Denver Water's obligations under Article II. As a condition of such use, East Slope lessees or purchasers of Denver Water's reusable return flow for use outside the Service Area:
    - i. Shall enter into a West Slope Charge Agreement in substantially the form of Attachment D, and shall pay a West Slope Charge of 12.5%.
    - ii. Must comply with the Abstention Provisions.
    - iii. Will maximize using best efforts the reuse or successive use of reusable water available to them.
    - iv. Will adopt and implement a conservation plan that would achieve results similar or proportionately the same as Denver Water's.
3. Deliveries of Water on a Temporary Basis. Denver Water may use the Attachment A Rights to deliver water on a temporary basis outside the Service Area, as limited by the following provisions.
- a. For spot sales, subject to the following limitations:
    - i. Definition. The definition of a spot sale for purposes of this agreement is a lease of water available to Denver Water on a sporadic basis as a result of temporary hydrologic conditions or operational constraints, which is delivered to the recipient over a period no longer than 14 consecutive days.
    - ii. Holiday Restrictions: Spot sales of Blue River water will not be made for use during the Memorial Day, Fourth of July and Labor Day weekends. For purposes of this paragraph 11, Memorial Day and Labor Day weekends means Friday, Saturday, Sunday and Monday of that holiday. Fourth of July weekend means (1) if the holiday falls on a Thursday then the weekend is Thursday, Friday, Saturday, and Sunday; (2) if the holiday falls on either Friday, Saturday, Sunday, or Monday, then the weekend is Friday, Saturday, Sunday, and Monday; (3)

if the holiday falls on a Tuesday then the weekend is Saturday, Sunday, Monday, and Tuesday; and (4) if the holiday falls on a Wednesday, then the weekend is only on Wednesday.

- iii. Reservoir Level Restrictions: Spot sales of Blue River water will be made only when: (1) the Dillon Reservoir lake level is projected to be at or above the Frisco Marina elevation from June 18 to Labor Day weekend, and will not be reduced below that elevation as a result of the spot sales. For purposes of this paragraph 11, the Frisco Marina elevation means the elevation at which the Frisco Marina can be fully operational. At the time of execution of this agreement, the Signatories agree that the Frisco Marina elevation is 9012. However, Summit County and Denver Water may later agree that a lower elevation has become suitable as the result of physical changes to the Marina or the Reservoir.

If Denver Water makes a spot sale of Blue River water during the runoff season prior to June 18 based on projections of reservoir level, and the reservoir level fails to reach the Frisco Marina elevation by June 18 or falls below that elevation prior to Labor Day, then Denver Water will forfeit the revenue received from the spot sale and deposit an equivalent amount into the West Slope Fund for water supply and water quality projects.

- iv. Dillon Outflow Restrictions. Spot sales of Blue River water will not be made:
- a) From Memorial Day weekend to the end of July, if outflow from Dillon Reservoir is less than 300 cfs during any diversion and delivery of spot sale water; or
  - b) At other times of the year, if outflow from Dillon Reservoir is less than 100 cfs during any diversion and delivery of spot sale water.
- v. Limit on Temporary Water Deliveries. The total combined volume of all spot sales and temporary leases of water resulting from the Attachment A Rights will not exceed a three-year running average of 7,300 acre feet, with an annual maximum of 12,300 acre-feet in a given year.
- vi. Payment by Recipients. Purchasers of spot sale water shall enter into a West Slope Charge Agreement in substantially the form of Attachment D, and shall pay a West Slope Charge of

15%.

vii. Shoshone Call Restriction. Spot sales will not be made when the senior Shoshone call is subject to relaxation under the provisions of the 2007 Shoshone Agreement or the provisions of Article VI.E of this Agreement.

b. For temporary leases, subject to the following limitations:

i. The definition of temporary leases for purposes of this agreement is a lease of water for a duration not to exceed five consecutive years.

ii. Any lessee would be limited to no more than five years of water delivery in any ten year period under one or more temporary leases.

iii. The total volume of spot sales and temporary leases of water from west slope sources will not exceed 3,300 acre-feet in any given year.

iv. The total combined volume of all spot sales and temporary leases of water resulting from the Attachment A Rights will be limited as described in paragraph I(B)(3)(v).

v. Lessees shall enter into a West Slope Charge Agreement in substantially the form of Attachment D, and shall pay a West Slope Charge of 15%.

vi. All temporary leases must provide for reductions in deliveries during such times as Denver Water imposes mandatory water use restrictions as part of a drought response program.

4. WISE Partnership Agreement. The Attachment A Rights may be used to provide water under the WISE partnership agreement with the City of Aurora and the South Metro Water Authority, so long as the use of the rights is otherwise authorized under this Article I.B, and subject to the following limitations:

a. The recipients of WISE water shall enter into a West Slope Charge Agreement in substantially the form of Attachment D, and shall pay a West Slope Charge of 12.5% on all water provided by Denver Water, regardless of which provision of Article I.B authorizes the use.

b. The recipients of WISE water must comply with the Abstention Provisions.

- c. The recipients of WISE water must maximize using best efforts the reuse or successive use of reusable water available to them.
- d. The recipients of WISE water must adopt and implement a conservation plan that would achieve results similar or proportionately the same as Denver Water's.

C. Other Water Rights.

1. Joint Use Projects. Denver Water may use its existing East Slope water rights listed in Attachment E in Joint Use Projects on the Front Range, so long as such use of the water rights does not result in a decrease in the supply of water available to Denver Water under the Attachment A Rights or in an increase in diversions of water by participants in the Joint Project, including Denver Water, from the West Slope to the East Slope. Participants in these projects must agree to comply with the Abstention Provisions.
2. New East Slope Water Rights. Denver Water may use outside the Service Area any water made available: (a) as a result of East Slope water rights appropriated or acquired after execution of this Agreement or (b) by means of contractual arrangements with East Slope entities entered into after execution of this Agreement involving East Slope water rights. Such use of the water shall not result in a decrease in the supply of water available to Denver Water under the Attachment A Rights, or in an increase in diversions of water by participants in the project, including Denver Water, from the West Slope to the East Slope.
3. West Slope Water Rights. After the Effective Date of this Agreement, Denver Water will not seek to: (a) develop any of its Division 5 water rights listed in Attachment E; or (b) create any new depletion, not caused by the exercise of the Division 5 water rights listed in Attachment A, from the Colorado River and its tributaries, for diversion to the East Slope; or (c) acquire any water right on the West Slope that would increase the yield Denver Water currently calculates based on the full use of the Division 5 water rights listed in Attachment A, without the prior approval of the River District and the County Commissioners for each county in which a new facility would be located or in which a new water right would be exercised.

Denver Water will not seek to appropriate or acquire any other water right on the West Slope, without first consulting in good faith with potentially affected

West Slope Signatories in order to identify and attempt to mitigate any potential adverse effect on West Slope interests, subject to the other provisions of this Agreement. The West Slope Signatories reserve the right to oppose any such development, appropriation or acquisition of water rights in water court, permit proceedings, or other forums.

**ARTICLE II**  
**Denver Water's Conservation and Reuse Commitments**

- A. Reuse of Blue River Water. Denver agrees to reuse its Blue River water and other lawfully available reusable water through exchanges into its South Platte diversion and storage facilities and through its recycled water treatment plant that provides water for nonpotable purposes. For use within the Service Area and to provide up to 6,400 acre-feet of recycled water outside the Service Area under the Recycle Water contracts listed in Attachment C or Future Contracts resulting from the transfer of those contracts pursuant to Article I.B.1, Denver Water will fully construct its recycled water system with the capacity to provide 17,500 acre-feet annually and will maximize its exchanges within legal and water availability constraints.<sup>1</sup> To achieve this level of reuse, Denver Water will complete construction of at least 30,000 acre-feet of gravel pit storage or other functionally equivalent storage.<sup>2</sup> The fully constructed recycled water plant is scheduled to be operational in 2020. The 30,000 acre-feet of gravel pit storage is also anticipated to be completed in 2020. However, the timing of development of gravel pit storage is directly related, in part, to the need for aggregate for construction purposes in the metro area, and is not within Denver Water's control. Denver Water commits to construct sufficient infrastructure to achieve the volumes listed in this paragraph subject to the uncertainties of timing described in this paragraph.
- B. Conservation Plan. Denver Water's 1996 IRP predicted that 29,000 acre-feet of water could be saved through active conservation efforts by 2045. In 2006, the Denver Water Board mandated an accelerated conservation program to accomplish that level of savings by the end of 2016. Denver Water agrees to continue to implement its existing conservation program described in Attachment F to achieve the savings of 29,000 acre-feet contemplated by the 1996 IRP, in addition to natural replacement, consistent with its goal of achieving the targeted savings by the end of 2016. (It is often not possible to measure precisely the volume of water saved as a result of a specific action, e.g., requiring soil amendment, but Denver will implement the

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<sup>1</sup> The volume of water that can be reused is determined by legal, regulatory and hydrologic conditions that vary significantly from year to year and over time, and may be fundamentally different in the future. Over the past 20 years with an annual average demand of 285,000 acre-feet, Denver Water's reuse by exchange and replacement has averaged 16,300 acre-feet per year, with a maximum of 29,900 acre-feet and a minimum of 5,800 acre-feet. With regard to future exchanges, Denver Water's computer simulation model predicts that, with an annual average demand of 345,000 acre-feet and completion of the storage described in this Article II.A, the annual average for exchanges and replacement will be 38,000 acre-feet. These modeled predictions are based on historic hydrology, past administrative practices and numerous operational assumptions, and consequently may not be construed as any sort of mandated or targeted operational requirement.

<sup>2</sup> If Denver Water's water rights cannot be exercised as anticipated to operate exchanges, making a portion of the proposed 30,000 acre-feet of storage not useful in maximizing Denver Water's exchanges, then Denver Water will notify the West Slope Signatories and identify the functionally equivalent storage, other infrastructure, or other means that it proposes to utilize to maximize its exchanges and the parties shall discuss in good faith whether to modify the provisions of this Article II.A.

conservation measures necessary to result in the volume of savings described in this paragraph.) Denver Water will inform the West Slope Signatories in an annual progress report if it decides to substitute a different conservation measure than the ones listed in Attachment F. Once Denver Water determines the conservation goal has been met, it will retain a reputable and qualified third party to confirm that the methodology used to quantify savings was reasonable. If the third party determines the methodology was not reasonable, Denver Water will correct the identified defects in the methodology, and if necessary, undertake additional conservation measures to achieve the goal.

- C. Commitment to Additional Efforts. In addition to taking actions necessary to achieve the results described in Articles II.A and II.B, Denver Water agrees to develop, for use within the Service Area and to satisfy the obligations listed in Article I.B, an additional 10,000 acre-feet on an average annual basis through reuse, including use of reusable sources of water for augmentation, and/or conservation measures not described in Articles II.A and II.B. The development of the additional 10,000 acre-feet will commence no later than the completion of the efforts described in Articles II.A and II.B, and are anticipated to be completed by the end of calendar year 2030. Once Denver Water determines the additional 10,000 acre-feet has been attained, it will retain a reputable and qualified third party to confirm that the methodology used to quantify the attainment was reasonable. If the third party determines the methodology was not reasonable, Denver Water will correct the identified defects in the methodology, and if necessary, undertake additional reuse or conservation measures to achieve the goal.

**ARTICLE III**  
**Denver Water's Other Commitments**

**A. General**

1. Denver Water agrees to make a good faith effort to identify which of its West Slope conditional water rights might be needed and to abandon those conditional water rights that it deems are not needed.
2. As used in this Article III, "Resolution of Blue River Decree Issues" means the entry of final judgments and decrees no longer subject to appeals which make absolute 654 cfs in 06CW255, Water Division 5, and in 49-cv-2782, U.S. District Court, and 141,712 acre-feet in 03CW039, Water Division 5, in accord with the Amended Application to Make Absolute, filed with the court on February 16, 2006.
3. Use of Denver Water's Water Rights on West Slope.
  - a. Denver Water will be responsible for providing substitution water and power interference charges to Green Mountain Reservoir and replacement water to other senior downstream water rights as necessary to ensure that West Slope recipients of the water provided by Denver Water under this Article III may use the water as provided in this Agreement.
  - b. The signatories to this Agreement will cooperate to obtain such court decrees and approvals as are necessary to ensure that Denver Water's water that is made available to West Slope users under this Agreement, the 1985 Summit Agreement and the 1992 Clinton Agreement may be used on the West Slope for all uses, including but not limited to, fully consumptive uses, reuse and successive uses.
4. Replacement Water. Certain provisions of this Article III require recipients of water deliveries from Denver Water to make available to Denver Water "Replacement Water." Replacement Water may be made available to Denver Water from Green Mountain Reservoir, Wolford Mountain Reservoir, West Slope supplies of Windy Gap Project water, water made available to the West Slope from relaxation of the Shoshone Call pursuant to the 2007 Shoshone Agreement or the provisions of Article VI.E, water stored in Old Dillon Reservoir, water made available to West Slope water users pursuant to the 2003 Colorado Springs Substitution Agreement including return flows of such water, decreed consumptive use credits and reusable return flows, water diverted from Straight Creek into Dillon Reservoir by Summit County users, or any other substitution source reasonably acceptable to the Bureau of Reclamation and the Signatories. Where Replacement Water is required, Denver Water's delivery of water is contingent upon the Replacement Water

being on hand and physically and legally available for Denver Water's use for substitution purposes and will be provided to Denver Water for each acre foot of water delivered.

5. Escalation. The amounts of money that Denver Water is committed to pay under this Article III will be subject to escalation beginning on the fourth anniversary of the Effective Date of this Agreement, based on changes in the Consumer Price Index for All Urban Consumers ("CPI-U") for the Denver-Boulder-Greeley Metropolitan Area.

**B. Summit County – Blue River**

1. Payment by Denver Water. \$11 million will be paid by Denver Water, subject to the terms set forth below.
2. Waste Water Treatment Plant Fund. \$1 million of the \$11 million shall be deposited into an interest-bearing fund to be administered by Summit County to offset the impacts of lower Dillon Reservoir levels or reduced outflows from Dillon Dam on permitted wastewater dischargers in Summit County.
3. Environmental Enhancement Fund. \$1 million of the \$11 million shall be deposited into an interest-bearing fund to be used as 50% matching funds for Environmental Enhancement projects in Summit County. The Environmental Enhancement projects shall be selected by a committee composed of one representative from each of the five entities listed in Article III.B.4 below. If these entities cannot unanimously agree on a project or projects, then each entity will be entitled to use one-fifth of the funds for a 50% match for an Environmental Enhancement project selected by that entity.
4. Payments for Projects in Summit County. \$9 million of the \$11 million will be distributed in five equal shares to the following entities to offset the costs of the projects listed in Attachment G:
  - Town of Dillon
  - Town of Silverthorne
  - Town of Frisco/Frisco Sanitation District
  - Town of Breckenridge
  - Summit County/other water districts listed in Attachment G
5. Reallocation of Funds. Denver Water will not object to the reallocation of the \$9 million as may be agreed by these entities, and these entities will determine the allocation of these funds for the projects described in Attachment G without restrictions imposed by Denver Water. Funds can be used to reimburse the sponsoring entity for project costs incurred before the funding is to be provided by Denver Water under Article III.B.6 below.

6. Timing of Payments. The schedule for payment of the \$11 million is as follows:
- a. \$4.5 million of the \$9 million described in Article III.B.4 above within one year of Resolution of Blue River Decree issues.
  - b. \$4.5 million of the \$9 million described in Article III.B.4 above within six months upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project.
  - c. The \$1 million for Environmental Enhancements under Article III.B.3 will be deposited into the interest-bearing fund at the time of execution of the Agreement. These funds would be immediately available as matching funds whenever an Environmental Enhancement project is selected pursuant to Article III.B.3.
  - d. The \$1 million dedicated to assisting wastewater treatment plants under Article III.B.2 will be deposited into the interest-bearing fund at the time of execution of this Agreement.

7. 250 Acre Feet of Dillon Storage Water. Upon Resolution of Blue River Decree Issues, Denver Water will provide an additional 250 feet per year of water from Dillon Reservoir with a yield as reliable as the yield available to Denver Water at Dillon Reservoir. This water will be allocated as follows:

|                              |   |              |
|------------------------------|---|--------------|
| Town of Silverthorne         | = | 60 acre feet |
| Summit County                | = | 56 acre feet |
| Snake River Water District   | = | 45 acre feet |
| Town of Dillon               | = | 45 acre feet |
| Copper Mt. Metro District    | = | 29 acre feet |
| Dillon Valley Metro District | = | 15 acre feet |

There shall be no Replacement Water or other compensation for this Dillon storage water.

8. Montezuma Shaft.
- a. Denver Water is willing to consider, on a case-by-case basis, use of the Montezuma Shaft by the Snake River Water District, East Dillon Water District and Summit County Government on a space available basis when the Roberts Tunnel is operating. Any such future use will be subject to written acknowledgement by all water users that the supply is interruptible and will be subject to Denver Water's ability, in its sole discretion, to take the Roberts Tunnel out of service for maintenance, inspection and operational needs.

- b. Any water resulting from use of the Montezuma Shaft as described in the preceding paragraph will come out of the users' allocations of water under the 1985 Summit Agreement, the 1992 Clinton Agreement or this Agreement.
- 9. Old Dillon Reservoir. Denver Water will not object to the construction and operation of Old Dillon Reservoir in accordance with permits issued by the U.S. Forest Service and U.S. Army Corps of Engineers. Nothing herein shall be construed as a subordination to the operation of this project of any of Denver Water's decreed water rights and exchanges. Upon execution of the agreement between Denver Water and Old Dillon Reservoir Water Authority, Denver Water will withdraw its statements of opposition to all pending Old Dillon Reservoir water court applications by Summit County and Towns of Dillon and Silverthorne.
- 10. Dillon Reservoir Levels. Denver Water agrees to use its best efforts to maintain the water level of Dillon Reservoir for recreational and aesthetic purposes at or above 9012 feet in elevation, above mean sea level, from June 18 to Labor Day of each year. This is a target elevation that may not be achieved, depending upon various factors, and is subject to Denver Water's water supply obligations. Under the Blue River Decree, Denver Water's diversions are limited to municipal purposes only. Denver Water will continue to comply with the Blue River Decree and to operate the Roberts Tunnel to meet its water supply obligations and not solely for recreational or hydropower purposes.
- 11. Town of Frisco. Denver Water has allowed the Town of Frisco to use its Future Dillon Water under the 1985 Summit Agreement as a source of augmentation supply for snowmaking at its winter sports area pursuant to the Future Dillon Water Agreement dated November 18, 2009 between Denver Water and Frisco. Denver Water and Frisco agree to participate in a joint study on the amount and timing of snowmaking return flows from the winter sports area and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding.
- 12. Additional Exchanges. Denver Water will allow additional exchanges through Dillon Reservoir for the benefit of Summit County users, so long as Denver Water's firm yield is kept whole, such exchanges do not interfere with Denver Water's operations, and Denver Water is afforded an opportunity to protect its interests in any legal or administrative proceeding.
- 13. Temporary Storage. At its sole discretion, Denver Water will allow Summit County entities to temporarily store additional water in Dillon Reservoir on a space available basis.

14. Additional 1493 Acre Feet.

a. Upon resolution of Blue River Decree issues, Denver Water will provide to the entities listed below 1493 acre feet per year from Dillon Reservoir with a yield as reliable as the yield available to Denver Water at Dillon Reservoir. This water shall be made available directly in Dillon Reservoir each year or, at the option of an individual recipient, the portion of this water to which the recipient is entitled shall be provided in Clinton Gulch Reservoir (the Clinton Bookover Water<sup>1</sup>) in lieu of an equal amount of water that would be available to such recipient in Dillon Reservoir, by operating Denver Water's Blue River Diversion Project water rights to allow storage of the Clinton Bookover Water in Clinton Reservoir. In the event Denver Water does not have an account balance in Clinton Gulch Reservoir pursuant to the terms of the 1992 Clinton Agreement, the Clinton Bookover Water shall be booked over to the recipient from water in storage in Clinton Gulch Reservoir, pursuant to separate operating procedures to be agreed upon by Denver Water and the Reservoir Company. In the event Denver Water has an account balance in Clinton Reservoir pursuant to the terms of the 1992 Clinton Agreement, the Clinton Bookover Water shall be booked over to that recipient from Denver Water's account in Clinton Gulch Reservoir. Any Clinton Bookover Water may not be carried over in Clinton Gulch Reservoir from year to year. Such water will be allocated as follows:

- Vail Summit Resorts (Keystone) = 302 acre feet (1)
- Unallocated future supply pool = 175 acre feet (2)
- Copper Mountain Resort = 142 acre feet (1)
- Town of Silverthorne = 140 acre feet
- Summit County = 134 acre feet
- Vail Summit Resorts (Breckenridge) = 126 acre feet (1)
- Town of Breckenridge = 108 acre feet (3)
- Town of Dillon = 105 acre feet
- Snake River Water District = 105 acre feet
- Copper Mountain Metropolitan District = 69 acre feet
- Arapahoe Basin Ski Area = 52 acre feet (1)
- Dillon Valley Metro District = 35 acre feet

<sup>1</sup>This water may be used for snowmaking purposes and is entitled to a snowmaking ratio of not more than 5 to 1 (or such other ratio based on the amount of credited snowmaking return flows established by subsequent decrees.) Denver Water and each ski area agree to participate in joint studies on the amount and timing of snowmaking return flows from each ski resort using the foregoing water, and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding. The combined

volume of water for snowmaking amounts under this Article III, excluding snowmaking by the Town of Frisco under Article III.B.11, and the 1992 Clinton Agreement shall not exceed the 6000 acre feet limit on snowmaking water contained in the 1992 Clinton Agreement.

<sup>2</sup>The unallocated pool will be administered by a board consisting of one representative from the Towns of Breckenridge, Dillon, Frisco and Silverthorne and the Summit County Commissioners

<sup>3</sup>A portion of this water is entitled to the snowmaking ratio described in note 1 above. Denver Water and the ski area agree to participate in a joint study on the amount and timing of snowmaking return flows from the ski resort, and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding. The combined volume of water for snowmaking amounts under this Article III, excluding snowmaking by the Town of Frisco under Article III.B.11, and the 1992 Clinton Agreement shall not exceed the 6000 acre feet limit on snowmaking water contained in the 1992 Clinton Agreement.

- b. The recipients of this water shall provide to Denver Water Replacement Water for each acre foot of the yield water. The ratio shall be 1 acre foot of Replacement Water for each acre foot of water delivered above or into Dillon Reservoir and 1.4 acre feet of Replacement Water for each acre-foot made available below Dillon Reservoir.
- c. The Summit County users shall be responsible for accounting for the use of all water provided by Denver Water under this Agreement. This accounting will be coordinated by a single engineering firm with accounting under the 1985 Summit Agreement and the 1992 Clinton Agreement.

15. Place of Use. The place of use of any of the water provided under this Article III.B will be a matter of internal agreement among Summit County water users and will not be limited by Denver Water, provided that any water booked over to Denver Water under the 1992 Clinton Agreement will be retained in Clinton Reservoir.

16. Dillon Bypass Flows. Denver Water's release of water from Dillon Reservoir is subject to the terms of its 1966 right-of-way from the Department of Interior for Dillon Reservoir. Upon resolution of Blue River Decree issues, Denver Water agrees: (1) to waive its right to reduce releases under section 2 (C) of the 1966 right-of-way; and (2) to add the following new limitation upon its ability to reduce releases in addition to the conditions described in the right of way: Denver Water will not reduce releases below those required by section 2 (A) of the right of way unless an emergency

declaration banning residential lawn watering during the irrigation season is in force within its Service Area. Nothing herein shall alter or amend Denver's ability to reduce bypasses under paragraph 2(A) of the right of way during an emergency or during temporary periods of time involving maintenance or repairs on the water facilities involved. Nothing herein shall alter or amend any other obligation of Denver Water with respect to releases from Dillon Reservoir, including, without limitation, the terms of the Record of Decision for the Wolford Mountain (Muddy Creek) Reservoir; the Memorandum of Agreement among the U.S. Bureau of Reclamation, Northern Colorado Water Conservancy District, Colorado River Water Conservation District, and Denver Water dated December 30, 1991, regarding substitutions from Wolford Mountain Reservoir (MOA No. 2-AG-60-01550); the decree in Case No. 91CW252, Water Division No. 5 (also entered in Consolidated Case Nos. 2782, 5016, and 5017, U.S. District Court, District of Colorado); and the 1992 Clinton Agreement.

17. Silverthorne's Dillon Storage Water. Upon resolution of Blue River Decree issues, Denver Water and Summit County will amend the 1985 Summit Agreement to eliminate the current restrictions on the use of the 300 acre feet of Dillon Storage Water made available to the Town of Silverthorne. A form of the revisions to the 1985 Summit Agreement to accomplish this result is attached as Attachment H. The Silverthorne RICD will not be used to prevent or otherwise limit the exchange or substitution of any replacement or exchange water into Dillon Reservoir under this Agreement, the 1985 Summit Agreement or the 1992 Clinton Agreement.
18. Colorado Springs Substitution Agreement. Denver Water will agree to support extension of the Colorado Springs substitution agreement adjudicated in Case No. 03CW320, Water Division 5, as long as it is in substantially the same form as the present agreement.

**C. Clinton Reservoir Agreements.**

1. Upon the execution of this Agreement, the 1992 Clinton Agreement shall be amended to add a new whereas clause after the second whereas clause to read as follows:

Whereas, by decree of the District Court in and for Water Division No. 5, State of Colorado, in Case No. 98CW57, Clinton Reservoir was granted a Use Enlargement and Second Filling in the amount of 4,250 acre feet for domestic, municipal, industrial, snowmaking, recreation, fish and wildlife propagation and augmentation purposes, both on the eastern and western slopes of Colorado, and an application is pending in Case No. 06CW252 for Clinton Gulch Reservoir 1st Enlargement and Refill Right for an additional

210 acre feet. All references to Clinton Reservoir herein collectively refer to the storage rights decreed in Case Nos. W-2559, 98CW57 and 06CW252;

2. Upon the execution of this Agreement, paragraph 1(b) of the 1992 Clinton Agreement shall be amended to read as follows:
  - (b) Clinton Reservoir will retain for the uses set forth in paragraph 1(c) below any water stored in an accounting year if an allowable fill occurs. An allowable fill occurs each year except: (i) when Green Mountain Reservoir does not fill under its own right and the Water Board is required to provide substitution water to Green Mountain Reservoir in order to retain water diverted at Dillon Reservoir; or (ii) when the contents of Dillon Reservoir are less than 100,000 acre feet on August 1 for reasons other than the Water Board's maintenance or repair of its Dillon Reservoir facilities and the total combined contents of the Water Board's Dillon, Gross, Cheesman, Eleven Mile and Antero Reservoirs are less than 51% of their total usable capacity on August 1. Subject to the provisions of Paragraph 9 below, if an allowable fill does not occur in a given accounting year, the water stored in Clinton Reservoir during that accounting year will be credited to the Water Board's account and retained in Clinton Reservoir until the contents of Dillon Reservoir as measured above the invert of the west portal of the Roberts Tunnel are 100,000 acre feet or less, in which event the water shall be released from Clinton Reservoir to Dillon Reservoir when requested by the Water Board, or until an allowable fill occurs, whereupon the Water Board's account balance of water stored in Clinton Reservoir will be reset to zero. The release of the Water Board's water stored in Clinton Reservoir shall be scheduled in such a manner as to meet the Water Board's needs in a timely manner and also to avoid the erosion of the Clinton Canal.
3. Clinton Flood Control Exchanges. At its sole discretion, Denver Water will allow the Clinton Ditch & Reservoir Company to temporarily store Clinton Reservoir water released from storage for flood control purposes in Dillon Reservoir, limited to a space available basis, and to use the stored water as an exchange supply, pursuant to operating procedures to be agreed upon at the time of the proposed exchange.
4. Clinton Reservoir Dead Storage Pool. Upon execution of this Agreement, Denver Water and the Clinton Ditch & Reservoir Company will enter into the Interim Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment I. Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will enter into the permanent Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment J. The interim agreement will renew on a

year-to-year basis so long as the Signatories are still engaged in efforts to achieve Resolution of Blue River Decree Issues.

5. Denver Water Opposition. Upon the execution of this Agreement, Denver Water will consent to the decree in Water Division No. 5 Case No. 06CW252 attached hereto as Attachment K for a total reservoir capacity of 4460 acre feet which includes a dead storage pool of 801 acre feet.
6. Spillway Enlargement Water. Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will modify their existing 1992 Clinton Agreement to add the spillway enlargement water (up to a maximum of 500 acre feet). The water from the total reservoir capacity, including the dead storage pool and spillway enlargement, will be allocated to existing shareholders of the Clinton Ditch & Reservoir Company on a pro rata basis as either fourth year supply, or one-third of that amount will be so allocated as an increase in the "Reservoir Yield" of Clinton Reservoir, as that term is defined in the 1992 Clinton Agreement.
7. Upon the execution of this Agreement, paragraph 10(a) of the 1992 Clinton Agreement shall be amended to read as follows:

(a) Whenever water cannot be diverted from the Snake River or its tributaries because of decreed instream flows, or the operation of the instream flow memorandum of agreement between Keystone Resorts Management, Inc. ("Keystone") and the Department of Natural Resources, or the water quality of the Snake River, Keystone may pump up to 1500 acre feet of water from September 1 of each year to March 31 of the following year from the Montezuma Shaft of the Roberts Tunnel, subject to the provisions of this paragraph.

**D. Eagle County.**

1. Any development and use of Wolcott Reservoir shall be in compliance with the terms of the settlement agreement between Denver Water and the Eagle River Water & Sanitation District and Upper Eagle Regional Water Authority and the subsequent decrees in Water Division No. 5 Case Nos. 02CW125 and 07CW126.
2. Denver Water will not seek any new appropriation of water in the Eagle River basin or pursue or participate in any acquisition of water rights or any project that would result in any new depletion from the Eagle River basin without the prior approval of the Eagle County Commissioners, the River District, the Eagle Park Reservoir Company, the Eagle River Water & Sanitation District, and the Upper Eagle Regional Water Authority.

In addition, the Abstention Provisions applied in Article I of this Agreement provide that any entity receiving water from Denver Water under any Future Contract or any contract for Reusable Return Flows will not seek any new appropriation of water, or pursue or participate in any project that would result in any new depletion from the Eagle River basin.

3. Denver Water will not oppose any future interconnect between Clinton and Eagle Park Reservoirs, provided that the water in Clinton Reservoir that has been booked over to Denver Water pursuant to the terms of the 1992 Clinton Agreement remains in Clinton Reservoir.
4. Upon execution of this Agreement, Denver Water will withdraw its pending motion and statement of opposition in Water Division No. 5 Case No. 02CW403.

E. **Grand County and Fraser, Williams Fork and Upper Colorado River Basins**

1. **General Provisions for Article III.E.**

- a. **Relationship to Moffat Project Permitting Process.** Denver Water has applied for a permit for the Moffat Project from the Corps of Engineers (“COE”) under Section 404 of the Clean Water Act. The Moffat Project involves enlargement of Gross Reservoir located in Boulder County and the diversion of additional water from the Upper Colorado, Williams Fork and Fraser River watersheds in Grand County. Grand County is a consulting agency in that permitting process and has submitted comments to COE that are a part of the regulatory record. As part of the permitting process, the COE will approve a Mitigation Plan designed to avoid, minimize, or mitigate any new impacts to the stream environment that might be caused by the Moffat Project.
  - i. **Mitigation.** The provisions of this Article III.E are not intended to define and do not substitute for the Mitigation Plan that will be required by COE. Denver Water will comply with the Mitigation Plan approved by COE in addition to fulfilling the commitments contained in this Article III.E. The funds committed by Denver Water in Articles III.E.2 and III.E.3 are subject to proportional reduction if the Mitigation Plan required in the permitting process mandates funds for the purposes described in those sections.
  - ii. **Improvements.** Denver Water’s commitments in sections E.5 through E.24 include several measures designed to improve current stream conditions (“Improvements”) and do not represent mitigation for the Moffat Project. The Signatories agree that they shall not represent

that the Improvements are designed or intended to avoid, minimize, or mitigate any impacts associated with the Moffat Project..

- b. Water Rights Issues. The Signatories to this Agreement will cooperate to implement such legal mechanisms and to obtain such administrative and judicial approvals as Denver Water, Grand County, the River District, and Middle Park agree are necessary to ensure that the water provided under this Article III.E will be physically and legally available for the intended purposes of protecting and enhancing stream flows in the Fraser, Williams Fork, and Colorado Rivers and their tributaries. Denver Water agrees not to divert any water through the Moffat Project for storage in an enlarged Gross Reservoir until such time that the water committed by Denver Water pursuant to this Article III.E is legally available for use by Grand County.
  - c. Responsibility for Infrastructure. Several provisions of this Article III.E require Denver Water to deliver or make water available for various uses within Grand County. Except for the funding for water projects pursuant to Article III.E.14, Denver Water will not be responsible for the costs of any new infrastructure required to deliver or make the water available.
2. \$2 million to Address Water Quality Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will provide \$2 million to pay for measures to address water quality, including but not limited to improvements to the capacity of wastewater treatment plants. If the Mitigation Plan required in the permitting process for the Moffat Project mandates funds for nutrient removal/water quality, then the direct funding to Grand County under this paragraph would be proportionately reduced. For example, if the mitigation plan requires the expenditure of \$500,000 for nutrient removal/water quality, then the direct funding to Grand County would be reduced to \$1.5 million. The water quality funds will be allocated and administered by a board consisting of one representative from each of the following entities: Grand County Commissioners, Town of Fraser, Grand County Water and Sanitation District No. 1, Winter Park Water and Sanitation District, Tabernash Meadows Water and Sanitation District, Granby Sanitation District, and Winter Park Ranch Water and Sanitation District.
  3. \$1 Million for Aquatic Habitat. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will provide \$1 million to be used in the Cooperative Effort process described in Article III.E.6 for the purpose of improving aquatic habitat in the Upper Colorado, Fraser and Williams Fork River basins. If the Mitigation Plan required in the permitting process for the Moffat Project mandates funds for this purpose, then the direct funding to Grand County under this paragraph would be proportionately reduced.
  4. Berthoud Pass Sedimentation Pond. Denver Water has entered into an agreement with CDOT to construct a sediment catch basin above Denver's diversion structure on the Fraser River. Denver Water has agreed to operate and maintain the project

and has also contributed \$50,000 for this effort. Grand County agrees that Denver Water may seek mitigation credit for sediment removal in the Fraser River from COE for its participation in the sediment project.

5. Environmental Pool in Gross Enlargement. Denver Water has entered into an agreement with the Cities of Boulder and Lafayette dated February 24, 2010, to create a 5,000 acre-foot Environmental Pool within the enlargement of Gross Reservoir as part of the Moffat Project. Denver Water agrees not to store water, directly or by exchange, any of its West Slope water rights listed in Attachments A and E in the Environmental Pool in Gross Reservoir, unless the River District, Middle Park and Grand County have agreed in advance and in writing.
6. Cooperative Effort for Aquatic Environment. Denver Water, the River District, Middle Park, and Grand County agree to execute an intergovernmental agreement establishing the Learning by Doing Cooperative Effort (“Cooperative Effort”) to protect, restore, and when possible enhance, the aquatic environment in the Upper Colorado, Fraser and Williams Fork River basins. Denver Water and Grand County will jointly request that the COE acknowledge the Learning by Doing IGA in the Record of Decision for the Moffat Project.
7. Additional \$1 Million for Aquatic Habitat. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will provide \$1 million to Grand County, in addition to the funds committed in Article III.E.3, to be used in the Cooperative Effort process for the purpose of improving aquatic habitat.
8. \$2 Million for Future Environmental Enhancements. Denver Water will place \$2 million in an interest bearing account acceptable to the Management Committee established as part of the Cooperative Effort within two years after the Moffat Project becomes operational to address potential future environmental enhancements in Grand County as part of the Cooperative Effort.
9. Funds for Windy Gap Pumps to Provide Environmental Flows. Beginning with the year the Moffat Project becomes operational, Denver Water will place \$500,000 into an interest bearing fund (WG Pumping Fund) acceptable to and controlled exclusively by Grand County. Two years after the fund is established, Denver Water will place a second \$500,000 into the Fund. The WG Pumping Fund shall be used by Grand County for the sole purpose of paying up to 50% of the annual costs for using the Windy Gap Pumps to pump water for environmental purposes. The WG Pumping Fund may increase over time due to interest income and lower-than-expected use of the Fund, and will be capped at \$2 million dollars. Any amount in excess of \$2 million at the end of a calendar year will be transferred to the Cooperative Effort established in Article III.E.6 above for environmental improvement projects identified in that process. Grand County, in its sole discretion, can elect to transfer all or a portion of the WG Pumping Fund to the Cooperative

Effort if Grand County determines that such a transfer would provide greater environmental value.

10. Annual Bypasses on Fraser River Collection System. Each calendar year beginning with the year the Moffat Project becomes operational, Denver Water agrees to make available to Grand County 1,000 acre feet of water from its Fraser Collection System (“Fraser 1,000 af”) for use for environmental purposes and any incidental recreational benefit. The Fraser 1,000 af shall be in addition to bypasses of water by Denver Water required under the Amendatory Decision and existing contracts.
  - a. As referenced in Article III.E.1.b, Denver Water will cooperate with Grand County and the other Signatories to implement such legal mechanisms, including the possibility of augmenting instream flows and making deliveries to downstream demands, and to obtain such court decrees and approvals as are necessary to protect the Fraser 1,000 af in the Fraser and Colorado Rivers so that it reaches critical stream segments and is not diverted directly or by exchange by intervening structures within Grand County.
  - b. The Fraser 1,000 af shall be bypassed from Denver Water’s existing facilities in coordination with the Cooperative Effort, at times, in locations and in the amounts requested by Grand County for environmental purposes. As part of the Cooperative Effort and on a case-by-case basis, Denver Water agrees to consider making available more than 1000 acre feet in a calendar year.
  - c. The Fraser 1,000 af shall be measured at appropriate points of measurement for bypasses from the Fraser Collection System and shall be converted to acre feet with the standard factor, i.e. 1 cfs for 24 hours = 1.983 af.
  - d. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will undertake voluntary pilot projects using the Fraser 1,000 af for environmental purposes.
  
11. Annual Releases from Williams Fork. Each calendar year beginning with the year the Moffat Project becomes operational, if a portion of the Fraser 1,000 af is made available during a call on the river or when a Shoshone Outage Protocol is in effect as described in Article VI, Denver Water agrees to make available for release a like amount of water, up to 1,000 acre feet of water per year, from Williams Fork Reservoir (“Williams Fork 1,000 af”) to Grand County for environmental purposes and any incidental recreational benefit. The Williams Fork 1,000 af shall be in addition to releases of water by Denver Water required under pre-existing contracts and other legal obligations.
  - a. As referenced in Article III.E.1.b, Denver Water agrees to cooperate with Grand County and the other Signatories to implement such legal mechanisms, including augmenting instream flows and deliveries to downstream demands, and to obtain such court decrees and approvals as are necessary to protect the

Williams Fork 1,000 af in the Williams Fork and Colorado Rivers so that it reaches critical stream segments and is not diverted directly or by exchange by intervening structures within Grand County.

- b. The Williams Fork 1,000 af releases shall be coordinated with the Cooperative Effort and shall be made available at times and in the amounts requested by Grand County for use in the stream.
  - c. The Williams Fork 1,000 af shall be measured at the gage immediately below Williams Fork Reservoir and converted to acre feet with the standard factor, i.e. 1 cfs for 24 hours = 1.983 af.
  - d. All or part of the Williams Fork 1,000 af, up to 2500 acre-feet, may be carried over in Williams Fork Reservoir by Grand County into subsequent years, subject to space available, payment of pro rata evaporative loss, and so long as the carryover does not count against the Reservoir's fill or otherwise jeopardize Denver Water's decreed water rights. The Williams Fork 1,000 af and any amount carried over shall be the first to spill from Williams Fork Reservoir. Denver Water will notify Grand County as soon as it reasonably can that Williams Fork Reservoir is anticipated to spill, so that Grand County can determine whether to request a release prior to the anticipated spill.
  - e. In addition to carrying over all or part of the Williams Fork 1,000 af, as described in Article III.E.11.d above, Grand County may also exchange or substitute into the 2,500 acre-feet of carryover capacity in Williams Fork Reservoir, water Grand County has introduced to the river upstream of the confluence of the Colorado and the Williams Fork Rivers. The additional water stored in the carryover capacity will be subject to all the provisions of Article III.E.11.d.
  - f. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will undertake voluntary pilot projects using up to 1,000 acre-feet of releases from Williams Fork Reservoir, for environmental purposes.
12. Limits on Ability to Reduce USFS Bypass Flows. Denver Water is required by the United States Forest Service or the Bureau of Land Management to bypass the natural inflow at its points of diversion on the Fraser River, Vasquez Creek, St. Louis Creek and Ranch Creek under the stipulations 3(a), 3(b), 3(c), and 3(d) of the Amendatory Decision dated April 22, 1970, Serial No. 027914 (the "Amendatory Decision"). Beginning with the year the Moffat Project becomes operational, Denver Water agrees not to reduce bypasses of water as authorized by stipulations 3(e) and 5 of the Amendatory Decision, except when Denver Water has banned residential lawn watering during the irrigation season. However, Denver Water will not reduce the bypass flow on a particular stream to an extent that would cause a municipal water provider in Grand County to impose mandatory restrictions on

indoor water use, unless Denver Water is also imposing mandatory restrictions on indoor water use within its Service Area. Prior to the Moffat Project becoming operational, Denver Water agrees to undertake voluntary pilot projects limiting its ability to reduce bypass flows as described in this paragraph.

13. Ditch Operational Changes. Denver has acquired several irrigation water rights in Grand County and agrees to make those water rights available to enhance environmental flows.
  - a. Big Lake Ditch. Upon execution of this Agreement, Denver Water will participate in a joint study of how to maintain the historic agricultural uses of the Big Lake Ditch so as to maximize the environmental benefits, while substantially preserving the yield for Denver Water that it has paid for and is counting on by retiring the Big Lake Ditch demand. If the study finds the balance described in this paragraph, then Denver Water will implement the study beginning with the year the Moffat Project becomes operational.
  - b. Rich Ditch and Hammond No. 1 Ditch. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project Denver Water and Grand County agree to fund a study to determine how best to enhance stream flows with Denver Water's rights in the Rich Ditch and Hammond No.1 Ditch. Any enhancements would be in addition to the Fraser 1,000 af and would begin with the year the Moffat Project becomes operational.
14. Financial Contribution to Infrastructure Projects in Grand County. Denver Water agrees to pay the following amounts to offset the costs of the water supply projects listed in Attachment L. The funds will be distributed by Grand County.
  - a. Denver Water will place \$1.95 million in the water supply project fund upon execution of an Article III Implementation Agreement in the form set forth in Attachment M by the recipients of those funds.
  - b. Denver Water will place \$2 million in the water supply project fund within six months after Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project or Resolution of the Blue River Decree issues, whichever occurs later.
15. Year-Round Deliveries of Clinton Bypass Water. Upon the signing of an Article III Implementation Agreement by all recipients of Clinton Bypass Water, Denver Water will provide Clinton Bypass Water under the 1992 Clinton Agreement on a year round basis if the Grand County Water Users provide replacement water in accordance with the Replacement Water criterion of 4/3 to 1 in the summer, and if that water is in-hand and usable by Denver Water. Grand County Water and Sanitation District No. 1, Winter Park Water and Sanitations District, Town of Granby and Town of Fraser have previously dedicated to Denver Water Replacement Water in Wolford Mountain Reservoir at a ratio of 2/3 to 1 for winter use. If any of

those entities opts to take their Clinton Bypass Water in the summer, that entity would be credited with the previously dedicated 2/3 acre-foot, and would only owe an additional 2/3 of an acre-foot of Replacement Water for summer releases. Denver Water agrees that the Grand County Operating Plan can be amended to add the Jim Creek diversion as a point of delivery for the Clinton Bypass Water.

16. Twenty Percent Water. Denver Water has had a policy whereby any party who purchases water rights for conveyance to the east slope through Denver Water's system will make 20% of that water available to in-basin users in the Fraser River Basin. Denver Water agrees to make the temporary 20% contracts permanent after the snowmaking return flow recapture plan described in the Grand County Operating Plan is implemented, and provided that snowmaking is within the 6,000 acre-foot limit established by the 1992 Clinton Agreement.
17. Municipal Use of Denver's Facilities. On a case-by-case basis, Denver Water may allow water treatment plants on the Fraser River to use Denver Water's Fraser River Collection System to convey water as a temporary source of supply, if a back up supply is available and the necessary infrastructure has been installed.
18. Use of Unused Capacity. Denver Water is willing to explore, on a case-by-case basis, the possibilities for using its system to benefit Grand County if Denver Water's yield and operational needs are not impacted and its costs are not materially increased.
19. Future West Slope Water Rights Development. In addition to the limitations on Denver Water provided by Article I.C.3, Denver Water further agrees that it will not undertake any future water development projects or appropriations or acquisitions of water rights located in Grand County without the prior approval of the Grand County Commissioners and the River District.
20. Grand County 375 Acre-Foot of Water. Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water agrees to make an additional 375 acre feet of water available to Grand County Water Users, to be managed in accordance with the 2012 Grand County Operating Plan with a Replacement Water ratio of 4/3 to 1 summer and 2/3 to 1 winter.
  - a. One hundred acre feet of the 375 acre feet will be allocated to the Winter Park Recreational Association for use in connection with the Winter Park Ski Area and Resort. Any use of the 100 acre-feet for snowmaking will be governed by the provisions of footnote 1 in Article III.B.14; and snowmaking return flows must be above the Denver Water system.
  - b. The remaining 275 acre feet will be allocated in equal shares of 68.75 acre feet to the Town of Fraser, the Town of Granby, the Grand County Water and Sanitation District No. 1, and the Winter Park Water and Sanitation District.

21. Water Supply for Grand County from Vail Ditch Shares. A group of governmental entities in Grand County has formed the Grand County Mutual Ditch and Reservoir Company (GCMD&RC), which has acquired shares in the Grand County Irrigated Land Company (Vail Ditch shares), and may acquire additional shares in the future. Upon execution of an Article III Implementation Agreement by GCMD&RC, Denver Water agrees to allow GCMD&RC's Vail Ditch shares to be traded for a like amount of water in Denver Water's Fraser Collection System and carried through that system for delivery and use in the headwaters of the Fraser River Basin, without any increase or decrease in yield to Denver Water's system, provided that GCMD&RC pays for any necessary new infrastructure and reimburses Denver Water for any additional operational costs.

Denver Water agrees not to oppose any changes of Vail Ditch shares or such other legal or administrative mechanisms that allow the GCMD&RC to use this water. Denver Water may file statements of opposition to such change applications for the limited purpose of ensuring compliance with the obligations of this agreement. Denver Water will cooperate in seeking Englewood's approval for use of its system to transport Vail Ditch shares. If GCMD&RC is able to divert the Vail Ditch shares at other locations, Denver Water agrees not to object to such alternative diversions, provided that there is no adverse impact to Denver Water's supply or operations.

22. Denver Water Lands for Habitat or Access. Denver Water and Grand County will study which of Denver Water's lands in Grand County may have potential value for wildlife habitat and public fishing access without impacting present and future operational needs. Within one year of Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water will decide which identified lands should be set aside for these purposes and what mechanism should be used.
23. Support for CWC B Filing. If information made available on the locations being considered, the impacts of the Wild and Scenic River issues, and the purpose and amounts of the filing demonstrates the lack of an impact on Denver Water's operations, Denver Water agrees not to oppose CWC B instream flow filings on those segments of the Colorado River below the confluence of the Blue River where currently there are no instream flow rights.
24. Support for RICD. If information made available on the locations being considered, the impacts to the Wild and Scenic River issues, and the purpose and amount of the filing demonstrate the lack of an impact on Denver Water's operations, Denver Water agrees not to oppose a Recreational In-Channel Diversion ("RICD") filing for the Colorado River below Gore Canyon in the Pumphouse reach above the Grand/Eagle County line.

**F. Grand Valley.**

Denver Water shall pay \$1.5 million into a fund (the “Grand Valley Fund”) to be designated by and controlled by the Grand Valley Signatories to this Agreement (the “Grand Valley Entities”). The following provisions shall apply to the Grand Valley Fund:

1. The Grand Valley Fund and any accruals to the Grand Valley Fund shall be used for water supply, water quality and/or water infrastructure projects in or benefiting the Grand Valley. Subject to such limitation, the projects for which the money in the Grand Valley Fund will be used shall be determined in the sole discretion of the Grand Valley Entities.
2. Denver Water shall pay the \$1.5 million into the Grand Valley Fund pursuant to the following schedule:
  - a. \$1 million shall be paid within 2 years after resolution of Blue River Decree issues.
  - b. \$500,000 shall be paid within 2 years after the Effective Date of this Agreement.

**G. Middle Colorado River.**

1. Within two years after the Effective Date of this Agreement , Denver Water shall place \$500,000 in an interest-bearing account to offset additional operation and maintenance costs or the costs of upgrading diversion structures of water treatment plants in Garfield County, pursuant to the provisions of Article VI.E.3.
2. Within one year of issuance of an acceptable permit for the Moffat Project, Denver Water agrees to place \$1 million in a fund for flow-related projects to protect Wild & Scenic Outstandingly Remarkable Values, and to propose this contribution as an element of the Mitigation Plan described in Article III.E.1.a.

**ARTICLE IV**  
**Agreements Regarding Denver Water's Water Rights**

- A. Blue River Decree. The West Slope Signatories shall support and cooperate in any legal or administrative proceedings necessary to implement the provisions of this Agreement related to the Blue River Decree.
1. Current Water Court Proceedings. The West Slope Signatories shall not contest and the Signatories that are parties to the case will stipulate to the entry of the proposed decrees included in Attachment N in Case No. 2006CW255 (Roberts Tunnel) making 654 cfs absolute and finding diligence for the remaining conditional amount; and Case No. 2003 CW039 (Dillon Refill) making 141,712 acre-feet absolute in accord with the Amended Application to Make Absolute, filed with the court on February 16, 2006, and finding diligence for the remaining conditional amounts and uses.
  2. Waiver of Claims Related to Blue River Decree. The West Slope signatories agree that claim preclusion applies to all claims and objections to Denver Water's operations under the Blue River Decrees raised or which could have reasonably been raised in Case Nos. 06CW255 and 03CW039, or which could have reasonably been raised in previous diligence proceedings for these water rights. The Signatories agree that the resolution of the current diligence proceeding constitutes an adjudication on the merits of their statements of opposition.
  3. Claims Not Precluded. The West Slope signatories may file statements of opposition in future proceedings under the Blue River Decree limited to: 1) Denver Water's compliance with this Agreement, and 2) claims that were not and could not reasonably have been raised in prior proceedings.
- B. East Slope Storage of Blue River Water. "Imported Blue River Water" means any water transported through the Roberts Tunnel that was diverted under the Blue River Diversion Project direct flow or Dillon Reservoir storage priorities decreed in C.A. Nos. 1805 and 1806 and Civil Nos. 2782, 5016 and 5017, including water diverted under the decrees in Case Nos. 87CW376 and 91CW252 and water exchanged pursuant to paragraph IV.C.1 below. Denver Water may store any Imported Blue River Water, whether released from Dillon Reservoir or diverted directly through the Roberts Tunnel at any existing or future storage facility on the East Slope; provided that the amount of Imported Blue River Water in storage on the East Slope does not exceed 400,000 acre feet at any point in time. This provision and limitation on the amount of Imported Blue River Water does not apply to the storage of return flows from the use or reuse of Imported Blue River Water either directly or by exchange to any existing or future storage facility.

C. Denver Water's Exchanges.

1. Decreed Exchanges. The West Slope Signatories agree that Denver Water may operate its exchanges from Williams Fork Reservoir to Dillon Reservoir decreed in the Blue River Decrees, Civil Action No. 657, and C.A. 1430, and Case No. 88CW382; and from Williams Fork Reservoir to Williams Fork Diversion Project (Jones Pass) and to the Fraser River Diversion Project decreed in Civil Action Nos. 657 and 1430).
2. Undecreed Exchanges from Dillon Reservoir. The West Slope Signatories will not object to Denver Water's continued operation of and a decree for exchanges from Dillon Reservoir to Williams Fork Reservoir with an appropriation date of April 25, 1983, and to existing points of diversion for the Fraser River and Williams Fork Diversion Projects with an appropriation date of September 20, 1966, provided that the exchanges are exercised and operated and the decree contains terms and conditions that are at least as protective as the following:
  - a. An application for the exchanges was filed in Case No. 11CW21, the exchanges will be administered with a priority date of 2010, and the priority date or dates of the exchanges will not be antedated pursuant to C.R.S. § 37-92-305(10). The West Slope Signatories may file a statement of opposition but shall limit their opposition to ensuring that the protective conditions in this paragraph are part of the decree.
  - b. The maximum amount of the exchange to the Williams Fork Reservoir is limited to a rate of 148 cfs (absolute) based on diversions on April 25, 1983 and an annual volume of 6,095 af (absolute) based on diversions in water year 1990. The maximum amount of the exchange to the existing points of diversion on Fraser River and Williams Fork River Diversion Projects is limited to a rate of 56 cfs (absolute) based on diversions on September 9, 1985 and an annual volume of 8,747 af (absolute) based on diversions in water year 1967.
  - c. The exchanges from Dillon Reservoir to Williams Fork Reservoir or from Dillon Reservoir to the Fraser River and Williams Fork River Diversion Projects shall not be exercised or operated if the Division 5 Engineer advises Denver Water that curtailment of the exchanges is required to satisfy all senior instream flows existing in 2009, and located in the applicable stream reach affected by the diversion, including the following CWCB instream flow decrees:
    - 1) Colorado River (80CW448, 80CW446, 80CW447)
    - 2) Williams Fork River 79CW185, 79CW183, 79CW181, 79CW180, 79CW175, 79CW173, 79CW172, 79CW170, 79CW169, 79CW168, 79CW165)

(a) Bobtail Creek (79CW164, 79CW163)

(b) Steelman Creek (79CW167, 79CW166).

3) Fraser River (90CW308B, 90CW308, 90CW315, 90CW307, 90CW302, 90CW289)

(a) St. Louis Creek (90CW316, 90CW317A, 90CW317, 90CW304)

(b) Vasquez Creek (90CW318)

(c) Ranch Creek (90CW305, 90CW306A, 90CW306, 90CW314)

(d) Cabin Creek (90CW312)

(e) Hamilton Creek (90CW311)

(f) Meadow Creek (90CW310, 90CW309)

d. The provisions in this paragraph IV. C.2. shall apply irrespective of whether any of the CWCB instream flow decrees listed in Article IV.C.2.c above contain provisions that might otherwise protect Denver Water's existing exchanges through these reaches from impairment by CWCB instream flows in the reaches.

D. 1978 Judgment and Decree. The Signatories agree that operations by which Denver Water diverts under its 1946 Roberts Tunnel direct flow right prior to the completion of the annual fill of Green Mountain Reservoir are consistent with the Blue River Decree, including the Supplemental Judgment and Decree entered in the Consolidated Cases on February 9, 1978, so long as such operations are in accordance with the Green Mountain Reservoir Administrative Protocol (Attachment R-1). The Signatories will cooperate to obtain such administrative and judicial approvals as are necessary to ensure that the Protocol is made legally binding and enforceable and is implemented.

E. Substitution Agreements. The West Slope Signatories agree to support and execute, as appropriate, all future renewals of the Memorandum of Agreement among the U.S. Bureau of Reclamation, Northern Colorado Water Conservancy District, Colorado River Water Conservation District, and Denver Water dated December 30, 1991, regarding substitutions from Wolford Mountain Reservoir (MOA No. 2-AG-60-01550), provided that such renewals are consistent with this Agreement and are reasonably the same in form and substance as the existing MOA, as modified by the July 21, 1992 Agreement Amending Lease Agreement between Colorado River Water Conservation District and City and County of Denver. The West Slope Signatories reserve the right to object to the addition of new substitution, exchange or replacement sources, or amounts other than those specified in Article III.A.4 not currently decreed for such use by Denver Water

- F. Straight Creek Project. Summit County agrees to extend and not challenge the validity of the 1041 permit for Denver Water's Straight Creek project dated July 17, 1985, so that a new permit will not be required for Denver Water to proceed with the project as permitted in 1985 as described in Attachment O. Consistent with its 1996 Resource Statement, Denver Water agrees that it will develop the Straight Creek project only with the prior approval of the Summit County Commissioners and the River District.
- G. Wolford Mountain Reservoir.
1. Repayment Water. With regard to the 1000 acre feet of Repayment Water ("WMR 1KAF") referenced in paragraph 20(b) of the Agreement Amending Lease Agreement between the River District and Denver Water, dated July 12, 1992 ("Wolford Agreement"), the River District and Denver Water agree that the River District shall provide and account for the WMR 1KAF as follows:
    - a. The first 500 acre feet of the WMR 1KAF, along with the 613 acre feet of water available to Denver Water under paragraph 20(c) of the Wolford Agreement, shall be made available every year and used by Denver Water for substitution purposes.
    - b. The remaining 500 acre-feet of the WMR1KAF shall be stored and used for substitution purposes in the same manner as the water storage attributable to Denver Water's 40% interest in the Wolford Mountain Reservoir water right and storage space (a volume of 24,000 acre-feet), on a pro rata basis (500 acre-feet = 0.83% of 60,000 acre-feet, so water would be stored at a rate of 40.83%).
  2. Second Enlargement of Wolford. Denver Water agrees to waive any right to participate in the second enlargement of Wolford Mountain Reservoir, in the same or a lesser amount as claimed in Case No. 03CW302, Water Division 5. The River District agrees that Denver Water is not obligated to pay any capital or OM&R costs associated with a second enlargement.
  3. 1041 Permit for Wolford. The River District and Denver Water agree to work cooperatively as co-permittees to obtain any amendment to the Grand County 1041 permit for Wolford Mountain Reservoir that may be necessary (1) to address current operations of Wolford Mountain Reservoir under the Wolford Agreement; and (2) to effectuate the applicable provisions of this Agreement. Upon application for such a permit amendment, Grand County agrees to cooperate to process an amendment as quickly as possible.
  4. Replacement Water. In addition to water in Wolford Mountain Reservoir that Denver Water is currently entitled to use for substitution and other purposes, this Agreement requires that Replacement Water be available to Denver Water as a condition of several water deliveries under Article III.

The estimated maximum volume of Replacement Water that might be required under this Agreement is 2,590 acre-feet in any single substitution year. Under the 1992 Clinton Agreement and the 1985 Summit Agreement, West Slope entities have agreed to provide Replacement Water to Denver Water in an amount estimated to be 1,249 acre-feet annually, which could be supplied from Wolford. The Signatories wish to ensure that Wolford Mountain Reservoir could be used to provide the full 3,839 acre feet of Replacement Water, even though it is anticipated that Replacement Water will be provided to Denver Water from other sources. The Signatories agree to cooperate to implement acceptable amendments or approvals as might be necessary to ensure that the 1991 MOA between the Bureau of Reclamation, Denver Water, the Colorado River Water Conservation District and the Northern Colorado Water Conservancy District; the decree in Case No. 91CW252; and the 1041 permit for Wolford Mountain Reservoir allow the use of the full 3,839 acre feet of Replacement Water, in addition to the water in Wolford the Denver Water is currently entitled to use for substitution and other purposes.

The West Slope Signatories agree that Replacement Water provided by the West Slope to Denver Water from Wolford Mountain Reservoir as Replacement Water under the 1985 Summit Agreement, the 1992 Clinton Agreement and this Agreement is a permissible use of Wolford Mountain Reservoir by Denver Water.

- H. Storage in Gross and Ralston Reservoirs. The West Slope Signatories shall not contest Denver Water's storage of Williams Fork and Cabin-Meadow Creek water as decreed in Case No. 657, in Gross and Ralston Reservoirs. The agreement of the West Slope Signatories in this paragraph is premised on circumstances and consideration unique to this Agreement.
- I. Deliveries of Water to the City of Golden. The West Slope Signatories shall not contest whether Denver Water's delivery of water to the City of Golden under the contract dated May 10, 2007, is consistent with Denver's water rights decrees.
- J. Moffat Project Permitting. With the exception of Grand County (which is a consulting agency in the NEPA process for the Moffat Project), the West Slope Signatories agree that the concerns raised in the comment letters they submitted on the October 2009 Draft EIS for the Moffat Project will be resolved by the combination of (1) the benefits that will accrue to the West Slope pursuant to the terms of this Agreement, plus (2) the environmental mitigation requirements and conditions that will be imposed by the federal and state permitting agencies in the permits and approvals issued for the Moffat Project. Accordingly, the West Slope Signatories other than Grand County agree not to oppose the issuance of any local, state and federal approvals for the Moffat Project, including those permits listed in Attachment P. Nothing in this paragraph IV.J shall affect Grand County's continuing actions as a consulting agency in the NEPA process on the Moffat Project. Nor shall anything in this paragraph IV.J be deemed a waiver of rights a Signatory may have

upon any breach of this Agreement.

- K. Water Rights in Eagle River Basin. The West Slope Signatories that are parties to the cases involving Denver Water's Eagle-Colorado water rights agree to implement the settlement of Denver Water's Eagle-Colorado diligence case and to facilitate the water court case changing the location of Denver Water's Piney River water right to State Bridge. All the West Slope Signatories agree not to oppose a water court application changing the location of Denver Water's Piney River water right to State Bridge.
- L. Water Rights in Williams Fork Basin. The West Slope Signatories shall not contest and West Slope Signatories that are parties to the cases will stipulate to the entry of the proposed decrees included as Attachment Q in Case No. 2007CW031 (Jones Pass) making 245 cfs absolute and finding diligence for the remaining conditional amount; and finding diligence in Case Nos. 2007CW030 (Carr Ditch) and 2007CW029 (Darling Creek, Williams Fork Power, Moffat Tunnel).
1. Waiver of Claims. The West Slope Signatories agree that claim preclusion applies to all claims and objections to Denver Water's operations under the decrees listed in this Article IV.L raised or which could have reasonably been raised in the cases listed above, or which could have reasonably been raised in previous diligence proceedings for these water rights. The signatories agree that the resolution of the current diligence proceeding constitutes an adjudication on the merits of their statements of opposition.
  2. Claims Not Precluded. The West Slope Signatories may file statements of opposition in future proceedings under the water rights listed above limited to: 1) Denver Water's compliance with this Agreement, and 2) claims that were not and could not reasonably have been raised in prior proceedings.

## ARTICLE V

### Green Mountain Reservoir Administration

- A. Resolution of Disputes. The Signatories agree that resolution of long-standing disputes regarding the proper administration of water rights adjudicated in the Blue River Decree, including the water rights of Green Mountain Reservoir and the Green Mountain Powerplant, will provide significant benefits for water users on both the east and west slopes of Colorado, including maximizing beneficial use of the waters of the state, reducing litigation costs, and providing clarity as to water rights administration. Certain Signatories have negotiated with other entities a protocol to resolve the long-standing disputes, entitled the Green Mountain Reservoir Administrative Protocol ("Protocol"), a copy of which is attached to this Agreement as Attachment R-1.

The primary purpose of the Protocol is to clarify and implement certain provisions of the Blue River Decree by (1) setting forth a protocol for, among other things: (a) the preparation, review, and modification of a fill schedule for Green Mountain Reservoir; (b) definition and administration of the fill season for the 1935 First Fill Storage Right; (c) administration of water rights during the fill season; and (d) operation of the Green Mountain Reservoir Water Rights and the Cities' water rights in response to downstream calls senior to the Cities' water rights; (2) making as much water as possible available for upstream use, including use by the Cities, without impairment of the fill of Green Mountain Reservoir; (3) providing a clear definition of the Cities' replacement obligation operations, including Denver Water's obligations to the City Contract Beneficiaries as defined in Attachment R-1; (4) ensuring that the administration of water rights does not allow the water rights of the Cities to "hide behind" or otherwise benefit from the Green Mountain Reservoir Water Rights; (5) eliminating or reducing as much as possible, the extent to which the Green Mountain Reservoir 60 cfs bypass is accounted against the fill of the Green Mountain Reservoir Storage Rights; and (6) addressing the relative priority of the Green Mountain Water Rights, the Cities' water rights, and the Climax's C.A. 1710 rights in a manner agreed by the Blue River Decree parties and Climax; all in a manner that is consistent with the Blue River Decree.

- B. Implementation of Green Mountain Administrative Protocol. The following Signatories are among the parties to an agreement entitled the Green Mountain Reservoir Administrative Protocol Agreement (the "Protocol Agreement", a copy of which is attached to this Agreement as Attachment R-2: Denver Water, the River District, Middle Park Water Conservancy District, Grand Valley Water Users Association, Orchard Mesa Irrigation District, Ute Water Conservancy District, Palisade Irrigation District, and Grand Valley Irrigation Company. The Protocol Agreement provides, among other terms and conditions, that these Signatories (and certain other parties to the Protocol Agreement) approve the Protocol and agree to its implementation. Nothing in this Agreement shall modify the obligations of the parties to the Protocol Agreement in accordance with the terms and conditions contained therein.
- C. Non-opposition to Green Mountain Administrative Protocol. The following Signatories are not parties to the Protocol Agreement: the Boards of County Commissioners of Eagle, Grand, and Summit Counties, Clinton Reservoir Company, Eagle Park Reservoir Company, Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority, Mesa County Irrigation District, City of Glenwood Springs, and City of Rifle. These Signatories agree not to oppose the implementation of the Protocol in any adjudication or other proceeding deemed necessary by the parties to the Protocol Agreement to make the Protocol legally binding and effective, or to confirm the consistency of the Protocol with the Blue River Decree, so long as the Protocol is substantially consistent with Attachment R-1. These Signatories may support the Protocol in any proceedings in which they have standing to participate.

**ARTICLE VI**  
**Shoshone Call**

A. Shoshone Call.

1. The Shoshone Power Plant, which is owned and operated by Public Service Company of Colorado, d/b/a/ Xcel Energy (“Xcel”), is located on the mainstem of the Colorado River in Glenwood Canyon. The Shoshone Power Plant produces hydroelectric energy by means of two water rights, the 1902 Shoshone Senior Right in the amount of 1250 cfs and the 1929 Shoshone Junior Right in the amount of 158 cfs (together, “Shoshone Water Rights”).
2. When the Shoshone Power Plant is operating, the Shoshone Water Rights command the flow in the river by exercising the Senior Shoshone Call against upstream junior water rights. When the Senior Shoshone Call is on, upstream reservoirs cannot store water and junior water rights cannot divert unless they provide an equal volume of replacement water to the stream. Over the years, many water users have come to rely on the river flow regime created by the Senior Shoshone Call (“Shoshone Call Flows”).
3. Whenever the Shoshone Power Plant is subject to a shutdown for repair, maintenance, or other reasons (“Shoshone Outage”), the Shoshone Call cannot be exercised, and Shoshone Call Flows may not be present in the river.
4. The Signatories agree that a Shoshone Outage could adversely affect water users and recreation interests on the Colorado River. Accordingly, the Signatories agree to implement the operational procedures described in this section during a Shoshone Outage (the “Shoshone Outage Protocol”) to mitigate such potential adverse effects. The Signatories also agree to cooperate to achieve permanent management of the flows of the Colorado River as described in Article VI.C, whether or not the Shoshone Power Plant remains operational.

B. Shoshone Outage Protocol.

1. Outage During Irrigation Season. If a Shoshone Outage occurs during the period from March 25 through November 10 (Irrigation Season) and results in a flow of the Colorado River at the Dotsero Gauge below 1,250 cfs (not including any water released for endangered fish species purposes), then the River District, Middle Park and Denver Water agree that they will operate their systems as if the Senior Shoshone Call were on the River, resulting in a flow of not more than 1250 cfs at the Dotsero Gauge (not including any water released for endangered fish species purposes). The Shoshone Outage Protocol

will not apply to Shoshone Outages that occur during certain very dry Irrigation Seasons, as described in the following subparagraphs.

- a. The very dry Irrigation Seasons occur when the two conditions for a water shortage, as defined in paragraph 2 of the 2007 Shoshone Agreement, are met. Denver Water will make projections in March prior to March 25, and again in early May and late June to determine whether a water shortage is occurring.
  - b. If a projection made under subparagraph a above in March or May meets the conditions for a water shortage, then the Shoshone Outage Protocol will not apply during the period from that projection to the next projection. If a projection made in March or May does not meet the conditions for a water shortage, then the Shoshone Outage Protocol will apply during the period from that projection to the next projection; provided, however, that the Shoshone Outage Protocol will not apply during any period when the Shoshone Call is relaxed under the 2007 Shoshone Agreement.
  - c. If the projection made in June under subparagraph a above meets the conditions for a water shortage, then the Shoshone Outage Protocol will not apply during the remainder of the Irrigation Season that year. If the projection made in June does not meet the conditions for a water shortage, then the Shoshone Outage Protocol will apply during the remainder of the Irrigation Season that year.
2. Green Mountain Reservoir. The Signatories will cooperate with one another and use their best efforts to negotiate a separate agreement with the U. S. Bureau of Reclamation (“Reclamation”) pursuant to which Reclamation would agree that if a Shoshone Outage occurs, it will continue to operate Green Mountain Reservoir as if the Senior Shoshone Call were on the river. Such agreement with Reclamation shall be subject to terms and conditions as to which the Signatories and Reclamation shall agree, including the following
- a. Any water released from storage in Green Mountain Reservoir would be debited to the appropriate account within the reservoir’s 100,000 Acre-Foot Pool to which the releases were attributed, e.g., the historic users pool identified in paragraph 2 of Reclamation’s January 23, 1984 Operating Policy for Green Mountain Reservoir,
  - b. Water that would have been released from the 52,000 Acre-Foot Replacement Pool had the Senior Shoshone Call been on the river shall be debited as discretionary power releases from the 100,000 Acre-Foot

Pool, unless other arrangements are made with Reclamation and the Northern Colorado Water Conservancy District.

- c. Reclamation will not be obligated to make releases from storage pursuant to this provision if water is not available in the 100,000 Acre-Foot Pool or if the total volume of Green Mountain Reservoir storage accounts is less than an amount to be agreed upon by the West Slope Signatories and Reclamation.

- 3. Outage During Winter Season. If a Shoshone Outage occurs during the period from November 11 to March 24 (Winter Season): (1) as a result of conditions other than scheduled maintenance on the Shoshone power plant facilities, and (2) if flows at the Dotsero Gauge are at or below 900 cfs, the River District and Denver Water agree that they will operate their systems as if the Senior Shoshone Call were on the river, subject to the following:

The Shoshone Outage Protocol will not apply fully to Shoshone Outages that occur during certain very dry Winter Seasons, when the overall storage in Denver Water's system is less than 79% of capacity on November 1. For purposes of this paragraph, the reservoirs that will be considered in determining overall storage are those reservoirs listed in Exhibit A to the 2007 Shoshone Agreement, but excluding any reservoirs under storage restrictions due to maintenance, repairs or orders from the Colorado State Engineer.

- a. If the storage is less than 79%, but more than 63%, then the Shoshone Outage Protocol will be applied at half the normal effect during that Winter Season. For example, if Denver Water would be required to bypass or replace 60 c.f.s. under the full operation of the Shoshone Outage Protocol, Denver Water would be required to bypass or replace 30 c.f.s. if the Shoshone Outage Protocol is applied at half the normal effect.
- b. If the storage is equal to or less than 63%, but more than 49%, then the Shoshone Outage Protocol will be applied at one-fourth the normal effect during that Winter Season.
- c. If the storage is equal to or less than 49%, then the Shoshone Outage Protocol will not be applied during that Winter Season.

- 4. The Signatories will cooperate with one another and use their best efforts to:
  - a. Obtain the agreement of other diverters to participate in the Shoshone Outage Protocol.
  - b. Obtain the agreement of the State of Colorado water administration officials to shepherd water released from upstream reservoirs or

otherwise bypassed from upstream water rights under the Shoshone Outage Protocol to the Grand Valley under a donated instream flow, a municipal recreation delivery contract or other acceptable arrangement, and to refrain from accounting for releases from storage under the Shoshone Outage Protocol as storable inflow.

C. Permanency of Shoshone Call Flows.

1. It is the goal of the Signatories to achieve permanent management of the flow of the Colorado River so that the flow mimics the Shoshone Call Flows, whether or not the Senior Shoshone Call is on the river and whether or not the Shoshone Power Plant remains operational.
2. Denver Water and the River District agree to operate their systems on a permanent basis under the Shoshone Outage Protocol described in Article VI.B, even if the Shoshone Power Plant ceases operations altogether, and regardless of whether the plant is acquired under Article VI.D, subject to the following conditions:
  - a. The relaxation provisions described in Article VI.E below remain in full force and effect.
  - b. The Shoshone Outage Protocol would not apply for 17 cumulative days during the Winter Season, to duplicate the effect of the current scheduled outages for maintenance.
3. The Signatories agree to use their best efforts to work with Xcel Energy, other diverters, Reclamation and the State of Colorado water administration officials to devise and implement a mechanism or combination of mechanisms that will permanently preserve the Shoshone Call Flows. In addition to the amounts provided in Article VI.E.1.c., Denver Water agrees to pay one-third of the costs, not to exceed \$100,000, incurred by West Slope Signatories to begin the process of implementing a mechanism to preserve the Shoshone Call Flows on a permanent basis. If total costs exceed \$300,000, the Signatories will confer with regard to further actions.

D. West Slope Acquisition of Shoshone Assets

1. West Slope water users believe that one means to ensure the permanent maintenance of the Shoshone Call is the acquisition and operation of the Shoshone Power Plant and Shoshone Water Rights (the "Shoshone Assets") by a West Slope governmental entity that is mutually acceptable to the West Slope Signatories ("West Slope Governmental Entity").
2. Within twenty-four (24) months after the effective date of this Agreement ("Investigation Period"), any of the West Slope Signatories may agree among

themselves and at their own cost, to undertake and complete an investigation of the viability of purchasing the Shoshone Assets and operating the Shoshone Power Plant (the "Initial Investigation"). The Initial Investigation may include direct negotiations with Xcel; the hiring of consultants necessary to evaluate the Plant's physical and financial condition and the value of the Shoshone Assets; an evaluation of the legal and regulatory requirements that must be met in order to transfer the Shoshone Assets to a West Slope Governmental Entity; an evaluation of the appropriate West Slope Governmental Entity to acquire and operate the Shoshone Assets and the steps necessary to create such an entity, if a new entity is to be created; and any other matters that the West Slope Signatories believe are necessary or desirable. Denver Water shall assist the West Slope Signatories upon request in undertaking and completing the investigations during the Investigation Period. The West Slope Signatories may agree among themselves to extend the Investigation Period.

3. If the Initial Investigation determines that it is feasible for a West Slope Governmental Entity to acquire and operate the Shoshone Assets and if Xcel is willing to sell or otherwise transfer the Shoshone Assets to a West Slope Governmental Entity, the West Slope Governmental Entity may pursue the transfer of the Shoshone Assets. Denver Water agrees that it will support such acquisition and will take such reasonable actions as may be necessary to assist the West Slope Governmental Entity in completing the acquisition of the Shoshone Assets. Upon notification by any of the West Slope Governmental Entity of its intent to acquire the Shoshone Assets, Denver Water agrees not to assert its right under paragraph 13 of the 2007 Shoshone Agreement regarding the method of disposition of the Shoshone Water Rights.
4. Denver Water shall not be obligated to pay any of the purchase price for the Shoshone Assets if other mechanisms are reasonably available to preserve the Shoshone Call Flows. If other mechanisms are not reasonably available, and purchase of the Shoshone Assets is determined to be the best viable option to preserve the Shoshone Call Flows, then Denver Water agrees to contribute to the purchase price in a negotiated amount that is proportionate to its share of the overall benefits created by the purchase, and reasonable as compared to the financial contributions to the purchase price by other parties.
5. If a West Slope Governmental Entity acquires the Shoshone Assets, the Shoshone Call relaxation provisions described in Section VI.E below, shall remain permanently in effect.

E. Relaxation of Shoshone Call.

1. Existing Call Relaxation Agreement. Denver Water and Xcel are parties to the 2007 Shoshone Agreement, a copy of which is attached as Attachment S.

The 2007 Shoshone Agreement currently is set to expire on December 31, 2032. The Signatories agree that the Shoshone Call relaxation provisions of the 2007 Shoshone Agreement shall remain in effect during its term and any renewal thereof.

- a. Denver Water agrees that, except as provided in Articles V and VI.E.2, it will not seek any relaxation of the Shoshone Call, other than a renewal of the specific provisions of the 2007 Shoshone Agreement beyond the year 2032.
- b. The West Slope Signatories will not oppose a renewal of the 2007 Shoshone Agreement, provided that the Shoshone Outage Protocol remains in effect.
- c. If the relaxation of the Shoshone Call is made permanent and Denver Water's yield is increased as a result, Denver Water agrees that 500 acre-feet of the increased yield (Relaxation Water) will be made available as potable water for use as blending water in a project using reusable return flows as described in Article I.B.2.e. The water supply created by the Relaxation Water will be added to the list of permissible fixed-amount contracts listed in Article I.B.1. In return for the availability of the Relaxation Water, the recipients must agree to pay the 2010 System Development Charge (SDC) applicable to potable water served outside the Combined Service Area. Denver Water will transmit the SDCs attributable to the Relaxation Water into a Relaxation Water Fund to be used (a) to contribute to the acquisition of the Shoshone Assets under Article VI.D; or (b) to implement a mechanism or combination of mechanisms that will permanently preserve the Shoshone Call Flows. It is anticipated that advance financing may be needed to accomplish the purposes described in this paragraph. The Signatories agree to consult with each other on an appropriate financing mechanism, should one be needed. It is also anticipated that the SDCs for the Relaxation Water may be paid pursuant to a payment schedule. If the Relaxation Water Fund is not fully expended for the purposes described in this paragraph, the money shall be used to contribute to the costs of a future cooperative project, determined by the River District and Denver Water to be beneficial to both the West Slope and the East Slope.

2. Expansion of Call Relaxation Period for Severe Drought Conditions. The 2007 Shoshone Agreement provides that the Shoshone Call may be relaxed during the period from March 14 until May 20, inclusive ("Call Relaxation Period"), under the conditions specified in the 2007 Shoshone Agreement. Denver Water desires to extend the Call Relaxation Period back into the winter months during extreme drought periods. The West Slope Signatories agree to support the amendment of the 2007 Shoshone Agreement to provide

for the relaxation of the Senior Shoshone Call down to 704 cfs (a “one-turbine call”) for an expanded period during the winter months (“Expanded Call Relaxation Period”), subject to the following terms and conditions:

- a. An Expanded Call Relaxation Period may occur under either of the following circumstances:
  - i. The Senior Shoshone Call may be relaxed to a one-turbine call beginning on November 11 if Denver Water has banned outdoor residential lawn watering beginning no later than August 1, and the ban has remained in effect continuously from its inception through November 11.
  - ii. The Senior Shoshone Call may also be relaxed to a one-turbine call beginning three (3) days after the date that the Denver Water Board formally adopts a drought declaration requiring that outdoor residential lawn watering be prohibited during the following irrigation season. The call relaxation under this section only applies to the period from November 11 until March 14 of the following year.
- b. Denver Water will pay for power replacement costs as provided for in the 2007 Shoshone Agreement.
- c. Denver Water will provide ten percent (10%) of the net water savings as defined in the 2007 Shoshone Agreement for use by West Slope Signatories. The West Slope Signatories will allocate the 10% as they may determine pursuant to any future agreement among them.
- d. The Expanded Call Relaxation Period will end the earlier of:
  - i. The date Denver Water rescinds its ban on outdoor residential lawn watering; or
  - ii. The date a Cameo Call is placed on the river; or
  - iii. March 14 of the year following implementation of the Extended Call Relaxation Period if implementation occurs on or prior to December 31; or March 14 of the year in which the Expanded Call Relaxation Period was implemented if implementation occurs on or after January 1.
- e. Any relaxation of the Shoshone Call after March 14 of any given year shall occur only as provided in the 2007 Shoshone Agreement.

3. Call Relaxation Mitigation. The \$500,000 to be placed in a special fund by Denver Water pursuant to Article III.G of this Agreement shall be managed and utilized as follows:
- a. The proceeds of this fund will be used to help offset the impacts of, or prepare for, a call relaxation pursuant to the 2007 Shoshone Agreement or during the Expanded Call Relaxation Period, or a Shoshone Outage during the Winter Season pursuant to Section VI.B.3, above.
  - b. In order for a municipal water provider to access the funds described in this subsection, the provider must either be a signatory to this Agreement or must be located in Garfield County and agree to be bound by the terms and conditions of this Agreement.
  - c. The West Slope Signatories at their discretion may utilize funds available to any of them pursuant to Article III of this Agreement or the West Slope Fund to either replace or increase the funding for this special fund as may be necessary or desirable from time to time.

F. Environmental and Recreational Pilot Project. The Signatories agree to evaluate a pilot project to determine the feasibility of implementing a partial Shoshone Call relaxation in non-critical winter months and dedicating the saved water to environmental and recreation purposes.

G. Support for Glenwood Springs RICD. The City of Glenwood Springs currently has whitewater features located below the confluence of the Colorado River and the Roaring Fork River near Glenwood Springs, Colorado. Glenwood Springs currently does not have an adjudicated water right for these white water features but anticipates filing for one at some point in the future. In addition, Glenwood Springs anticipates creating additional white water features on the reach of the Colorado River between the Shoshone Power Plant and South Canyon on the main stem of the Colorado River. Denver Water will not oppose the filing of a water rights application for a Recreational In-Channel Diversion ("RICD") for the existing and proposed structures by Glenwood Springs; provided that any such application filed for any proposed structure above the confluence of the Roaring Fork and Colorado Rivers does not: (1) Claim a flow rate that exceeds the amount of water needed to satisfy the senior Shoshone Call for 1,250 cfs at the Dotsero gage; (2) Seek an amount of water in excess of that needed to replicate historic operations under the Senior Shoshone Call; or (3) Impair Denver's ability to divert under Article VI.

As to structures located below the confluence of the Roaring Fork and Colorado Rivers, Denver and Glenwood Springs recognize that the contributing flows of the two rivers make it difficult to predict the exact effect of a RICD on flows above the confluence. Glenwood Springs agrees to consult with Denver regarding such application prior to filing.

**ARTICLE VII**  
**Bilateral Commitments**

- A. Water Rights Peace Pact. With regard to all conditional water rights presently owned by the Signatories to this Agreement, and listed in Attachment T, the Signatories agree to withdraw any statements of opposition in each others' pending diligence filings and not to oppose each other's pending or future diligence applications, including applications to make the listed conditional rights absolute, provided, however, that the parties may file statements of opposition to such applications for the limited purpose of ensuring compliance with the obligations of this agreement.
- B. Water Conservation. The Signatories to this Agreement will cooperate to develop and promote best management practices for water conservation appropriate for the various types of water use and regional geographic locations within the state. The Signatories agree to adopt any best management practices developed under this paragraph for their own water uses.
- C. Compact Curtailment Plan. The Signatories agree to cooperate in good faith toward the development of a plan to avoid a potential curtailment of existing Colorado water rights under the provisions of the 1922 Colorado River Compact and the 1948 Upper Colorado River Compact, and to mitigate the impacts of any unavoidable curtailment. If joint efforts do not result in agreement on such a plan, each Signatory will take such actions as it may deem necessary to protect its water rights from curtailment.
- D. Freedom to Operate. So long as the Signatories meet all of their obligations under this Agreement, their independent legal obligations and any contemporaneous implementing agreements, the Signatories agree that they do not have an obligation to operate their system or to conduct their decision-making in any particular way.
- E. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Signatories, and nothing contained in this Agreement shall give or allow any such claim to a right of action by any third person. It is the expressed intention of the Signatories that any person other than a signatory receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- F. No Precedent. The various commitments and agreements of the Signatories to this agreement are premised on circumstances and considerations unique to this Agreement. Nothing in this Agreement shall be construed as establishing any legal precedent regarding any matters not expressly addressed in this Agreement. The Signatories agree that they do not intend this Agreement to have the effect of precedent or preclusion on any factual or legal issues in any matter not expressly addressed in this Agreement.
- G. Risk Sharing. A fundamental premise of this Agreement is that the Signatories will not actively seek to undermine, or encourage others to undermine, the Signatories' respective interests and resources that have been committed, compromised, dedicated, or otherwise addressed in this Agreement. For purposes of this paragraph, "Adverse Action" means an action of a legislature, court, administrative agency, regulatory body or other governmental

entity that would cause a material adverse impact to a Signatory's interests or resources that have been committed, compromised or otherwise addressed in this Agreement. In the event that an Adverse Action is proposed or is likely to occur, the Signatory whose interests or resources would suffer a material adverse impact will notify the other Signatories. The Signatories will meet and discuss in good faith the potential detrimental effect of such Adverse Action, with the goal of determining whether any action by one or more Signatories could avoid the Adverse Action or mitigate its impact on the affected Signatory. Each party agrees to evaluate in good faith whether it can implement changes in its operations or undertake other efforts that would achieve this goal, and to implement any such efforts as may be agreed to by the Signatories.

- H. Preservation of Governmental Powers. Except as specifically provided herein, nothing in this Agreement shall be construed as a limitation on or waiver of any review, approval, or permit authority, or a predetermination of any action taken thereunder, by any governmental or quasi-municipal entity including, without limitation, the legislative or quasi-judicial power or authority of Eagle, Grand and Summit Counties and the City and County of Denver, acting by and through its Board of Water Commissioners.
- I. No Property Interest Created. Any rights created by this Agreement are contractual rights. This Agreement does not create and shall not be construed to create or convey any property interest, including any covenant, easement or servitude, in the real property of any Signatory.
- J. Implementation of this Agreement. In Article IV.A.1, the West Slope Signatories agree not to contest or to stipulate to the entry of the two proposed decrees included in Attachment N, in Case No. 2006CW255 (Roberts Tunnel – N1) and Case No. 2003 CW039 (Dillon Refill – N2), and to support and cooperate in any proceedings necessary to implement the provisions of this Agreement related to the Blue River Decree. The Signatories agree that, upon execution of this Agreement, Denver Water will file an amended application in 2006CW255 (Roberts Tunnel) for approval of the proposed Roberts Tunnel decree in Attachment N1 and publish supplemental notice thereof in the Division 5 Water Court. The Signatories agree that the amended application in Case No. 2006CW255 and the proposed Roberts Tunnel decree in Attachment N1 are among the mechanisms that will be used to implement Article III.A.3. If statements of opposition are filed as a result of the supplemental notice, the Signatories agree to cooperate to resolve any issues raised by such statements and to finalize the proposed Robert Tunnel decree in 2006 CW255.
  - 1. The Signatories agree that the proposed Roberts Tunnel decree in Attachment N1 will not be presented to the federal court for entry of final judgment until the earlier of the following:
    - a. The U. S. Bureau of Reclamation has executed the “separate agreement” described in Article VI.B.2, pursuant to which it agrees “that if a Shoshone Outage occurs, it will continue to operate Green Mountain Reservoir as if the Senior Shoshone Call were on the river.”



- M. Conflict Resolution. The Signatories agree that if a dispute arises between Denver Water and a West Slope Signatory, the affected Signatories will confer in good faith and endeavor to resolve the concern. If the affected Signatories reach an impasse, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the conflict. For conflicts that involve a technical or scientific matter, the neutral third party mediator may select an independent technical or scientific expert, acceptable to the Signatories involved in the mediation, to review and make a recommendation on the matter. If the conflict cannot be resolved through the efforts of the mediator, then the affected Signatories may pursue any available legal or administrative recourse.
- N. Information Sharing. The Signatories shall maintain records in accordance with their normal procedures with regard to their respective obligations under this Agreement, and shall make such records available to each other upon reasonable request.

**Article VIII**  
**Definitions**

| <b>TERM</b>             | <b>DEFINITION</b>   |
|-------------------------|---|
| 1985 Summit Agreement   | Agreement between Summit County Board of Commissioners and Denver Water, dated September 19, 1985   |
| 1992 Clinton Agreement  | Clinton Reservoir - Fraser River Water Agreement, dated July 21, 1992   |
| 2007 Shoshone Agreement | Agreement between Denver Water and Public Service Company of Colorado d/b/a Xcel Energy, effective January 1, 2007, concerning reduction of the Shoshone Call   |
| Abstention Provisions   | <p>a. Abstain permanently from pursuing or participating in any project that would result in any new depletion from the Colorado River and its tributaries above the confluence with the Gunnison River, including without limitation the Eagle River (with the exception of the Eagle River MOU for Aurora and the Upper Colorado Cooperative Project). Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting various planning activities such as feasibility studies.</p> <p>b. Abstain from pursuing or participating in any project that would result in diversions from the Colorado River Basin within Water Divisions Nos. 4 and 6, or downstream from the confluence of the Gunnison and Colorado Rivers in Water Division No. 5 for a period of 25 years. Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting various planning activities such as feasibility studies. This abstention period would be reduced to 15 years if, within the first 10 years following execution of this agreement, the NEPA permitting process for the Upper Colorado Cooperative Project has not been initiated. If construction of a cooperative project commences within 20 years from the date of this agreement, then the abstention period under this paragraph would be extended for an additional 10 years (a total of 35 years).</p> |
| Blue River Decree       | The stipulations, judgments, decrees and orders entered in Consolidated Civil Nos. 2782, 5016 and 5017, United States District Court, District of Colorado including determinations of diligence and to make absolute.  |
| Cameo Call              | A request to the state water officials to curtail diversions of junior water rights to satisfy any or all of the water rights legally divertible for irrigation and power purposes at the headgates of the Grand Valley Project's Government Highline Canal near Cameo and the Grand Valley   |

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|   | Irrigation Company's Grand Valley Canal near Palisade. The water rights divertible at these headgates are owned and/or operated by Grand Valley Irrigation Company, Grand Valley Water Users Association, Mesa County Irrigation District, Palisade Irrigation District and Orchard Mesa Irrigation District and are listed on Exhibits A and B to the Stipulation and Agreement dated as of September 4, 1996, in the "Orchard Mesa Check Case," Case No. 91CW247.   |
| Eagle River MOU   | The agreement effective December 1, 1997 among the Cities of Aurora and Colorado Springs, Colorado River Water Conservation District, Cyprus Climax Metals Company, and the Vail Consortium consisting of the Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority and Vail Associates, Inc.   |
| Effective Date  | The first business day at least seven days after the last Signatory has signed this Agreement.  |
| Environmental Enhancement Project   | A project that involves aquatic and riparian species habitat protection or enhancement; wetland creation or enhancement for (1) mined land reclamation or (2) other water quality protection; or watershed protection, including, without limitation, fuel reduction, erosion control or revegetation.  |
| Fraser Collection System  | Denver's Water system of diversions, canals, tunnels and other infrastructure located in the headwaters of the Fraser River Basin in Grand County   |
| Grand County Operating Plan   | Exhibit B to the 1992 Clinton Agreement   |
| Grand County Water Users  | Those entities listed in paragraph 4(c) of the Clinton Agreement  |
| IRP   | Denver Water's Integrated Resource Plan, prepared pursuant to the Denver Water Board's October 15, 1996 water resource statement, published in 1997 and updated in 2002   |
| Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project | The permits necessary for the Moffat Project are defined to be the 404 permit by the Corps of Engineers; the license amendment by FERC; the section 4(e) conditions and special use permit by the U. S. Forest Service; the 401 certification from the Colorado Water Quality Control Division; and the Boulder County 1041 permit, if one is required. The Denver Water Board must decide, in its sole discretion, whether to accept the permits within 6 months after the last final agency action regarding the permits on this list. If a permit is appealed during the six-month approval period, the deadline for Denver Water to decide whether to accept the permits will be extended until 30 days after the final resolution of the appeal. |
| Joint Use Project   | A water supply project located on the East Slope agreed to by Denver Water and one or more East Slope water suppliers   |

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| Moffat Project                         | Denver Water's Moffat Collection System Project, which is the subject of permit application NWO-2002-80762-DEN, filed with the U. S. Army Corps of Engineers  |
| Moffat Project becomes operational     | The capacity of Gross Reservoir has been enlarged, and water has been diverted and stored in the enlarged portion of Gross Reservoir  |
| Resolution of Blue River Decree Issues | The entry of final judgments and decrees in 06CW255, Water Division 5, and in 49-cv-2782, U.S. District Court, and in 03CW039, Water Division 5, that are no longer subject to appeals, in the form of the proposed decrees set forth as Attachment N to this Agreement.  |
| Reusable Return Flows                  | Flows that return to the river system after the initial beneficial use of water, including reusable effluent, which may be reused or successively used, either directly or by exchange.   |
| Reuse                                  | Use of return flows or effluent directly or by exchange for the same or a different purpose as the initial use.   |
| Senior Shoshone Call                   | A request to the state water officials to curtail diversions of junior water rights to produce a flow at the Dotsero Gauge of 1250 cfs for power purposes at the Shoshone Power Plant   |
| Service Area                           | Denver Water's 2010 Service Area as depicted in the map in Attachment B.  |
| Shoshone Call                          | A request to the state water officials to curtail diversions of junior water rights to produce a flow at the Dotsero Gauge of 1408 cfs for power purposes at the Shoshone Power Plant.  |
| Shoshone Junior Rights                 | The water rights decreed for and associated with the Shoshone Power Plant (aka the Glenwood Power Canal), adjudicated for 158 cfs on February 7, 1956, with an appropriation date of May 15, 1929.  |
| Shoshone Senior Right                  | The water right decreed for and associated with the Shoshone Power Plant (aka the Glenwood Power canal), adjudicated for 1,250 cfs on December 9, 1907 with and appropriation date of January 7, 1902.  |
| Signatories                            | Denver Water, Colorado River Water Conservation District, Middle Park Water Conservancy District, Boards of County Commissioners of Eagle, Grand, and Summit Counties, Clinton Reservoir Company, Eagle Park Reservoir Company, Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority, Grand Valley Water Users Association, Orchard Mesa Irrigation District, Ute Water Conservancy District, Palisade Irrigation District, Mesa County Irrigation District, Grand Valley Irrigation Company, City of Glenwood Springs, and City of Rifle. |
| Upper Colorado Cooperative Project     | A water supply project located on the West Slope, agreed to by Denver Water and the West Slope Signatories to this Agreement, and designed to   |

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|                   | produce water for use on the East and West Slopes, including at least 20,000 acre-feet of average annual diversions for use on the East Slope.   |
| West Slope Charge | A per-acre-foot charge that East Slope recipients of water under Articles I.B.1, I.B.2.e, and I.B.3 agree to pay into the West Slope Fund, to be collected by Denver Water pursuant to a West Slope Charge Agreement, in substantially the form of Attachment D. The payment will be equivalent to the stated percentage of the then-current standard rate for nonpotable or potable water, as applicable, charged by Denver Water to customers outside its Service Area.  |
| West Slope Fund   | <p>A fund to be established by December 31, 2011 to serve as the depository of payments of the West Slope Charge. The West Slope Fund will be managed by the Colorado River Water Conservation District, or other trustee acceptable to the parties, and will be used solely for water supply, watershed and water quality projects that benefit the West Slope. No money from the West Slope Fund may be used for litigation costs.</p> <p>a. One-fifth of the West Slope Charge imposed under Articles I.B.1 and I.B.2.e, or 2.5% of the 12.5% (Forest Restoration Funds) will be dedicated to accomplishing the following activities in the watersheds in which Denver Water's facilities in Grand and Summit counties are located:</p> <ul style="list-style-type: none"> <li>• Forest thinning, prescribed fire, tree planting, riparian vegetation improvements, road decommissioning, road improvements, mine reclamation, and other forest and watershed health treatments that benefit water flows or water quality within and below the watershed; and</li> <li>• Aquatic restoration or improvement activities that address sediment loading or other water flow or water quality issues caused directly or indirectly by the pine beetle infestation or other forest health issues.</li> </ul> <p>b. The Forest Restoration Funds shall be split equally into two interest-bearing accounts, one for Summit County and one for Grand County, to be managed by the River District. The River District shall distribute Forest Restoration Funds from the accounts as directed by the counties.</p> <p>c. During the term of the Memorandum of Understanding between Denver Water and the USDA, Forest Service Rocky Mountain Region (USFS) dated July 29, 2010 (MOU), the Forest Restoration Funds shall be used for projects consistent with USFS activities in the Sulphur and Dillon Ranger Districts that are included in the August 19, 2010 5-Year Operating Plan that supports the MOU, as determined by agreement between Denver Water and the Board of County Commissioners of each county for projects located in that county. This use of Forest Restoration</p> |

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|  | <p>Funds will be in addition to, and will not reduce the total amount of planned contributions of Denver Water and USFS under the MOU and the Operating Plan. The Forest Restoration Funds may be used on non-USFS lands.</p> <p>d. Following termination of the MOU, Forest Restoration Funds from Grand County's account will be added to the resources available for use in the Learning by Doing Cooperative Effort established in Article III.E.6. Decisions on how best to use the funds will follow the decision process outlined in the Learning by Doing IGA. The use of Forest Restoration Funds from Summit County's account will be determined by agreement between Summit County and Denver Water.</p> |
|--|---|

**COLORADO RIVER WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
President

AND ITS ATTORNEYS

By: \_\_\_\_\_  
General Counsel

**CITY OF GLENWOOD SPRINGS**

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Karp New Hanlon PC

**CITY OF RIFLE**

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Karp New Hanlon PC



Colorado River Cooperative Agreement  
Counterpart Signature Page

CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS

ATTEST:

  
Secretary

  
President

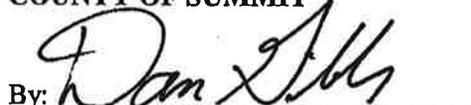
REGISTERED AND COUNTERSIGNED:  
Dennis J. Gallagher, Auditor  
CITY AND COUNTY OF DENVER

APPROVED AS TO FORM:

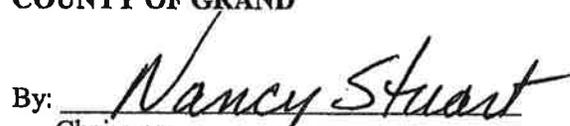
  
General Counsel

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

BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF SUMMIT

By:   
Chairman

BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF GRAND

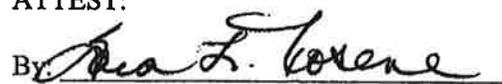
By:   
Chairman

ATTEST:

By:   
Gary Martin, Summit County Manager



ATTEST:

By:   
Grand County Clerk and Recorder

CLINTON DITCH & RESERVOIR  
COMPANY

By:   
Chairman

MIDDLE PARK WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
President

AND ITS ATTORNEYS

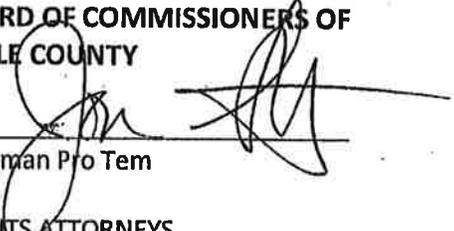
By:   
General Counsel

AND ITS ATTORNEYS

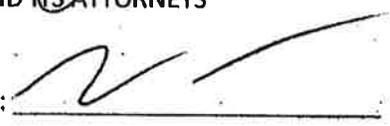
By: \_\_\_\_\_  
Cazier, McGowan & Walker

Colorado River Cooperative Agreement  
Counterpart Signature Page

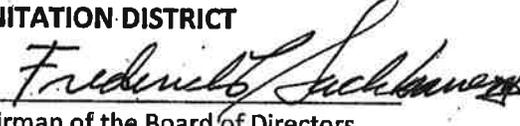
BOARD OF COMMISSIONERS OF  
EAGLE COUNTY

By:   
Chairman Pro Tem

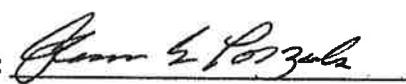
AND ITS ATTORNEYS

By: 

EAGLE RIVER WATER AND  
SANITATION DISTRICT

By:   
Chairman of the Board of Directors

AND ITS ATTORNEYS

By:   
Glenn E. Porzak  
Porzak Browning & Bushong LLP

UPPER EAGLE REGIONAL WATER  
AUTHORITY

By:   
Chairman of the Board of Directors

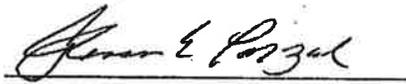
AND ITS ATTORNEYS

By:   
Glenn E. Porzak  
Porzak Browning & Bushong LLP

EAGLE PARK RESERVOIR  
COMPANY

By:   
President

AND ITS ATTORNEYS

By:   
Glenn E. Porzak  
General Counsel

**COOPERATIVE AGREEMENT CONCERNING MANAGEMENT OF THE  
COLORADO RIVER COOPERATIVE AGREEMENT  
MIDDLE COLORADO RIVER SPECIAL FUND**

1. This Cooperative Agreement (“Agreement”) is entered by and between the City of Rifle, Colorado, the City of Glenwood Springs, Colorado, and such other municipal water providers located in Garfield County, Colorado as agree to be bound its terms and by the terms of the Colorado River Cooperative Agreement (each entity is referred to herein as a “Party”, and collectively as the “Parties”). This Agreement is dated and shall be effective September 15, 2015.

**RECITALS**

A. The Parties constitute the Garfield County signatories to the Colorado River Cooperative Agreement which has an effective date of September 26, 2013 (the “CRCA”) and other municipal water providers located in Garfield County that agree to be bound by the terms and conditions therein.

B. In addition to numerous other substantive provisions, the CRCA provides for the creation of the Middle Colorado River Special Fund (“Special Fund”). The Special Fund’s \$500,000 in principal is to be paid by the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”), in accordance with the schedule and terms and conditions set forth in the CRCA, Article VI.E.3.

C. The Special Fund, and any accruals to the Special Fund, shall be used to offset additional operation and maintenance costs or the costs of upgrading diversion structures of water treatment plants in Garfield County.

D. This Agreement governs the administration and use of the Special Fund.

**NOW THEREFORE**, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Confirmation, Administration, and Accounting of the Special Fund.

1.1 The Parties hereby confirm the formation of the Special Fund as contemplated by the CRCA. The Parties appoint the City of Rifle, to receive and deposit payments from the City and County of Denver and to undertake the accounting, reporting, and other administrative tasks associated with the Special Fund subject to the direction of the Parties in accordance with this Agreement.

1.2 Rifle shall maintain a separate financial account for the Special Fund.

1.3 Rifle, in its sole discretion, may determine that it no longer wants to be the holder of the Special Fund or to be responsible for the accounting, reporting, and other administrative tasks associated with the Special Fund by providing at least six months written notice to the other Parties. Upon receipt of such notice, the Parties shall promptly convene and take all such action as is necessary to amend the Agreement in accordance with Paragraph 7, below, to provide for a different holder for the Special Fund.

3. Notice and Principal Representatives.

Each Party shall designate a Principal Representative for purposes of representing that Party's interests related to this Agreement. Each Party's initial Principal Representative is listed below. All notices required to be provided by this Agreement shall be effective upon hand-delivery in the manner for personal service provided under Colorado civil rules, mailing in the United States Mail (postage prepaid), or by electronic-mail to the address for each Party representative. A Party may designate replacement or substitute Principal Representatives from time to time upon written notice as provided herein.

**City of Rifle:**

City Manager  
P.O. Box 1908  
202 Railroad Ave.  
Rifle, CO 81650  
Phone: 970-655-6400

**City of Glenwood Springs:**

City Manager  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Phone: 970-384-6401

4. Meetings.

The Parties shall hold an annual meeting to act on the matters set forth in this paragraph. The annual meeting shall occur between January 1 and April 1 of each calendar year. No action related to the Special Fund may be taken absent the unanimous consensus of the Parties. The Parties may meet more frequently, as needed, pursuant to the terms of this Agreement on the request of a majority of the Parties. Meetings shall be held at a location in Garfield County to which the Parties agree and may be attended telephonically or electronically.

The Parties shall be responsible for the administration of the Special Fund. In particular, but no by way of limitation, the Parties shall take action on the following matters:

3.1 Determining the amount of the Special Fund, if any, that will not be disbursed but will be reserved as a corpus in order to provide interest income to the Special Fund.

3.2 Developing and implementing an investment policy for the Special Fund provided, however, that such investment policy must conform to all the requirements Rifle must

otherwise comply with for its own investments, including but not limited to the requirements of C.R.S. § 24-75-601 *et seq.* and the requirements of Rifle's current investment policy (attached hereto as Exhibit A), as the same may be amended from time to time.

3.3 Establishing limits on individual disbursements and total annual disbursements (and any exceptions thereto) made from the Special Fund.

3.4 Establishing criteria for projects that meet the purposes of the Special Fund.

3.5 Selecting recipients of projects that meet the purposes and selection criteria for money from the Special Fund.

3.6 Establishing accountability and reporting requirements for recipients.

3.7 Developing policies and procedures to determine meeting dates, times and places, a chair for meetings and for the timely adoption of meetings agendas, minutes of meetings, and notice to the Parties of all matters related to the Special Fund.

3.8 Amending or supplementing existing or adopting additional administrative procedures, processes, or requirements pursuant to this Agreement from time to time in the discretion of the Parties.

5. Use of the Special Fund. The Special Fund will be used solely for the purposes specified in the CRCA.

6. Funds.

5.1 The Parties agree that the Special Fund is to be derived from funds paid by Denver Water and provided to the Special Fund pursuant to its contractual obligations under the CRCA and any additions to the Special Fund approved by the Parties.

5.2 The Parties agree that moneys received and distributed by the Special Fund do not constitute a grant of state or local money, nor do they constitute revenue to Rifle or any other Party that may be designated as the holder of the Special Fund pursuant to Section 1 of this Agreement.

7. CRCA. The Parties agree that this Agreement is consistent with the CRCA.

8. Amending the Agreement. This Agreement may be amended only by the written agreement of all the Parties.

9. No Assignment. Each Party's rights and obligations established by this Agreement are personal to that Party and may not be transferred or assigned without the prior, written consent of the other Parties.

10. Reforming the Agreement. If any provision or part of this Agreement is held to be void or unenforceable by a court with jurisdiction, the Parties will confer in good faith and endeavor to reform the Agreement to replace such stricken provisions with a new provision that comes as close as possible to expressing the intention of the void or unenforceable provision. The Parties acknowledge that such endeavors may not succeed in reforming the Agreement.

11. Captions. The captions of the paragraphs hereof are for convenience only and shall not govern or influence the interpretation hereof.

12. Construction. All Parties were represented by counsel and participated in the drafting of this Agreement. Neither this Agreement nor any provisions of this Agreement shall be construed against any Party, regardless of whether a Party drafted or participated in the drafting of any provisions of this Agreement. Nothing contained in this Agreement is intended nor shall it be interpreted to establish or create among or between the Parties a principal-agent, employer-employee, partnership, joint venture, or trust relationship.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Each counterpart shall be enforceable against the Party signing such counterpart.

14. Effective Date. The effective date of this Agreement shall be September 15, 2015.

**City of Rifle, Colorado:**

**City of Glenwood Springs, Colorado:**

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk