



City Council
Randy Winkler, Mayor
Barbara Clifton, Councilor
Joe Elliott, Councilor
Ed Green, Councilor
Theresa Hamilton, Councilor
Annick Pruetz, Councilor
Dana Wood, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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REGULAR MEETING
October 21, 2015

WORKSHOP 6:00 P.M.
COUNCIL CHAMBERS

6:00 P.M. 2016 Fifth Budget Workshop – Strategic Budget Initiative Summary

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 October 7, 2015 Regular Meeting
 - B. September 2015 Financial Reports
 - C. Garfield County Airport and Road and Bridge Facility Deannexation - Ordinance No. 19, Series of 2015 – 2nd reading
 - D. Annexing to the City Real Property Known as the Grand River Hospital District Annexation - Ordinance No. 20, Series of 2015 – 2nd reading
 - E. Zoning Grand River Hospital District Annexation Developing Resources (DR) Zone District - Ordinance No. 21, Series of 2015 - 2nd reading
 - F. Annexing to the City Real Property Known as the Rifle Animal Shelter Annexation - Ordinance No. 22, Series of 2015 – 2nd reading
 - G. Zoning Rifle Animal Shelter Annexation Public (PZ) Zone District - Ordinance No. 23, Series of 2015 – 2nd reading
 - H. Accounts Payable

- 7:08 p.m. 3. Citizen Comments
(For items not listed as public hearings on the agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Receive presentation from Julie George on LiveWell Colorado HEAL Cities & Towns Campaign
- 7:30 p.m. 6. Receive presentation on Colorado River Boat Ramp Project (Planning Director Nathan Lindquist)
- 8:00 p.m. 7. Consider approving the U.S. Department of Energy Cooperative Agreement Amendment (Jim Neu)
- 8:10 p.m. 8. Executive Session - with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS 24-6-402(4)(b); for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e) (Jim Neu)
- 8:25 p.m. 9. Executive Session or the discussion of a personnel matter under C.R.S. 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees; and for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b)
- 8:35 p.m. 10. Consider approving the Rifle Creek Plaza/Wapiti Park Real Estate Exchange Letter of Intent (Michael Langhorne with the RREDC)
- 8:50 p.m. 11. Administrative Reports
- 9:00 p.m. 12. Comments from Mayor and Council

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

Next Regular Meeting of Council: November 4, 2015 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, October 7, 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 Barbara Clifton, Joe Elliott, Ed Green, Theresa Hamilton, Annick Pruett and Mayor Randy Winkler.

Councilor Clifton moved to excuse Councilor Wood from tonight's meeting; seconded by Councilor Elliot.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Winkler,

OTHERS PRESENT: City Manager Matt Sturgeon; City Clerk Kristy Christensen; City Attorney Jim Neu; Assistant City Manager Kimberly Bullen; Rifle Community Television (RCTV) Manager Michael Churchill; Police Chief John Dyer; Senior Center Director Tami Sours; Jason Higen; Lilly Hernandez; Alvaro Hernandez; Ryan Hoffman; Heather Mullen; Sara Dunn; Terri Potter; Dustin Dodson; Heather McGregor, Allyn Harvey, and Tom Jankowski.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the September 14, 2015 Organizational Meeting
- B. Minutes from the September 16, 2015 Regular Meeting
- C. Amending Rifle Municipal Code for Liquor Establishment Restrictions - Ordinance No. 18, Series of 2015 – 2nd reading
- D. Accounts Payable

Councilor Elliott moved to approve Consent Agenda Items A, B, C, and D; seconded by Councilor Hamilton
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett (abstaining to item B), and Winkler.

CITIZEN COMMENTS

No Citizen comments

(ACTING AS LIQUOR LICENSING AUTHORITY) PUBLIC HEARING – CONSIDER APPLICATION BY ROLLING FORK GRILL LLC D/B/A BRICKHOUSE PIZZERIA FOR HOTEL RESTAURANT LICENSE AT 100 EAST 3RD STREET

Mayor Winkler opened the public hearing. Jason Higen presented the application of Rolling Fork Grill LLC dba Brickhouse Pizzeria for a Hotel and Restaurant License 100 E Third Street. City Clerk Kristy Christensen stated 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 Pruett moved to approve the application of Rolling Fork Grill LLC dba Brickhouse Pizzeria for a Hotel and Restaurant License at 100 E Third Street, seconded by Councilor Green. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler.

(ACTING AS LIQUOR LICENSING AUTHORITY) PUBLIC HEARING – CONSIDER APPLICATION BY LILLY’S KITCHEN CORPORATION D/B/A LILLY’S KITCHEN FOR A HOTEL & RESTAURANT LICENSE AT 232 WEST 3RD STREET

Mayor Winkler opened the public hearing. Alvaro Hernandez presented the application of Lilly’s Kitchen Corporation dba Lilly’s Kitchen for a Hotel and Restaurant License at 232 West 3rd Street. City Clerk Kristy Christensen stated 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 Clifton moved to approve the application of Lilly’s Kitchen Corporation dba Lilly’s Kitchen for a Hotel and Restaurant License at 232 West 3rd Street; seconded by Councilor Pruett. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler.

PUBLIC HEARING - CONSIDER GRAND RIVER HOSPITAL DISTRICT ANNEXATION AND ZONING

- a. Grand River Hospital District Annexation to the City of Rifle - Resolution No. 27, Series of 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, CONCERNING THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION TO THE CITY OF RIFLE.

- b. Approving an Annexation Plan for the Grand River Hospital District Annexation - Resolution No. 28, Series of 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING AN ANNEXATION PLAN FOR THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION AS REQUIRED UNDER THE MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED.

- c. Annexing to the City Real Property Known as the Grand River Hospital Annexation - Ordinance No. 20, Series of 2015 - 1st reading**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN AS THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION.

- d. Zoning Grand River Hospital District Annexation Developing Resources (DR) Zone District - Ordinance No. 21, Series of 2015 - 1st reading (Planner Hannah Klausman)**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING CERTAIN REAL PROPERTY KNOWN AS THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION DEVELOPING RESOURCES (DR) ZONE DISTRICT

Councilor Pruett recused herself from consideration of this matter because of a potential conflict of interest. She left the Council Chamber.

Mayor Winkler opened the public hearing. Dustin Dodson, representing Grand River Hospital District, explained that the Grand River Hospital District desires to annex Property into the City and zone it Developing Resource. The purpose of this request is so that Grand River Hospital District will have the ability to develop this property and utilize City infrastructure such as sewer, water, streets, and provide a 60 foot right of way dedicated to the public and other associated infrastructure. The development may include providing future health care related services to the community as the city of Rifle grows in population and needs additional related services which at current service levels will not meet future demands.

Planner Klausman gave a report on the findings. Staff and Planning and Zoning Commission's recommendation was that Council approve the annexation with the following conditions:

1. A right-of-way of a minimum of 60 feet shall be dedicated to the City for Hospital Hill Road (County Road 194).
2. As part of the Developing Resources zoning designation, the City reserves all privileges of annexation for later negotiations at the time of a development proposal or rezoning.

Staff and Planning and Zoning Commission's recommendation was that Council approve the Developing Resource classification.

Councilor Clifton moved to approve Resolution Nos 27 and 28, Series of 2015, and Ordinance Nos. 20 and 21, Series of 2015, on first reading as presented, and order the ordinances to be published as required by Charter; seconded by Councilor Elliott. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, and Winkler.

Councilor Pruett returned to the Council Chamber.

PUBLIC HEARING - CONSIDER ANIMAL SHELTER ANNEXATION AND ZONING

a. Rifle Animal Shelter Annexation to the City of Rifle Resolution No. 29, Series of 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, CONCERNING THE RIFLE ANIMAL SHELTER ANNEXATION TO THE CITY OF RIFLE.

b. Approving an Annexation Plan for the Rifle Animal Shelter - Resolution No. 30, Series of 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING AN ANNEXATION PLAN FOR THE RIFLE ANIMAL SHELTER ANNEXATION AS REQUIRED UNDER THE MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED.

c. Annexing to the City Real Property Known as the Rifle Animal Shelter Annexation - Ordinance No. 22, Series of 2015 – 1st reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN AS THE RIFLE ANIMAL SHELTER ANNEXATION.

d. Zoning Rifle Animal Shelter Annexation Public (PZ) Zone District - Ordinance No. 23, Series of 2015 – 1st reading (Planner Hannah Klausman)

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING CERTAIN REAL PROPERTY KNOWN AS THE RIFLE ANIMAL SHELTER ANNEXATION PUBLIC (PZ) ZONE DISTRICT

Councilor Clifton recused herself from consideration of this matter because of a potential conflict of interest. She left the Council Chamber

Mayor Winkler opened the public hearing. Sara Dunn, Secretary; Heather Mullen, Executive Director; and Terri Potter, President; representing the Friends of the Rifle Animal Shelter, explained that the Garfield County Animal Welfare Foundation, Inc., dba Friends of the Rifle Animal Shelter, is under contract to purchase 3.969 acres of land from Maurice and Eileen Brown next to the Rifle High School. The parties desire to annex Property into the City and zone it Public (PZ) Zone District to construct a new animal shelter.

Planner Klausman gave a report on the findings. Staff and the Planning & Zoning Commission's recommendation was that Council approve the annexation and the Public District Zone classification.

Councilor Hamilton moved to approve Resolution Nos. 29 and 30, Series of 2015, and Ordinance Nos. 22 and 23, Series of 2015, on first reading as presented, and order the ordinances to be published as required by Charter; seconded by Councilor Green. Roll Call: Yes – Elliott, Green, Hamilton, Pruett, and Winkler.

Councilor Clifton returned to the Council Chambers

RECEIVE PRESENTATION FROM GARFIELD CLEAN ENERGY ON 2016 MEMBERSHIP AND 2015 UPDATE

Heather McGregor, Communications Director; Allyn Harvey, Vice-chair; and Tom Jankowski, representing Garfield Clean Energy, reported to Council on their 2016 Strategic Plan and request continued financial participation from the City of Rifle for 2016.

CONSIDER GARFIELD COUNTY AIRPORT AND ROAD AND BRIDGE FACILITY DEANNEXATION - ORDINANCE NO. 19, SERIES OF 2015 – 1ST READING (CITY ATTORNEY JIM NEU)

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO APPROVING THE DISCONNECTION OF CERTAIN TERRITORIES ADJOINING THE GARFIELD COUNTY REGIONAL AIRPORT AND THE GARFIELD COUNTY ROAD AND BRIDGE FACILITY.

Garfield County recently purchased four parcels for future expansion of Garfield County Airport and the Road and Bridge Facility facilities. Three parcels are adjacent to the Garfield County Airport and one parcel is adjacent to the Road and Bridge Facility. The four parcels were annexed recently to the City as part of the Rifle Airpark PUD, yet the Airport and the Road and Bridge Facility are both in the County. To avoid confusing mixed jurisdiction with these merged properties, the County requested that the City disconnect, or de-annex, the four parcels so they fall back under County jurisdiction.

Councilor Clifton moved to approve Ordinance No. 19, Series of 2015, on first reading as presented, and order it to be published as required by Charter; seconded by Councilor Hamilton. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Winkler.

CONSIDER DESIGNATING PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE CITY - RESOLUTION NO. 31, SERIES OF 2015 SIGNATURES (CITY ATTORNEY JIM NEU)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, DESIGNATING PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE CITY

Councilor Elliott moved to approve Resolution No. 31, Series of 2015, designating persons authorized to sign on behalf of the City; seconded Councilor Pruett. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler.

CONSIDER AUTHORIZING 2015-16 SENIOR CONGREGATE MEAL/NUTRITION PROGRAM (CITY MANAGER)

The 2015-16 senior congregate meal/nutrition program is an Intergovernmental Agreement with Garfield County that defines the responsibilities of the City of Rifle and Garfield County as it relates to providing congregate meal service in the I-70 Corridor.

Councilor Green moved to approve authorizing 2015-16 senior congregate meal/nutrition; seconded by Councilor Pruett. Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Winkler,

ADMINISTRATIVE REPORTS

City Manager Matt Sturgeon reported on these items: update on the two million gallon tank, the Finance Department went live with MuniRev an online software for sales tax reporting, replacing sewer main E 10 and E 9th on Munro,

Chief John Dyer reported on last week’s police incidents. The Police Department, on Tuesday alone, handled 66 separate incidents and he wanted to recognize the staff for all of their hard work.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Hamilton invited everyone to Raising a Reader Night at Grand Mesa Elementary

Councilor Green attended his First Energy Advisory Board meeting.

Councilor Clifton congratulated Mrs. Bina’s second grade class. The class requested the water feature at Centennial Park stay on past 5:00 p.m. in the summer and she asked staff to report back.

Councilor Elliott enjoyed the visit with the second graders and suggested Council should attend more events at the local schools.

Council Pruett recognized Jenny LaBaw’s efforts in raising money for Epilepsy and encouraged everyone to support her. She also congratulated Rifle Area Chamber of Commerce for a successful Chili Cook-off.

Meeting adjourned at 8:42 p.m.

Kristy Christensen
City Clerk

Randy Winkler
Mayor



MEMORANDUM

To: Matt Sturgeon, City Manager
 From: Marcia Arnhold, Interim Finance Director
 Date: October 21, 2015
 Subject: Sales, Use, and Lodging Tax Report

Please see below the sales, use and lodging tax receipts through September 2015 compared to 2014. Year-to-date the overall increase is 1% while the monthly comparison fell 2%.

Sales tax decreased 3%; Motor vehicle and building use tax increased 9%, and lodging tax increased 24% from the August 2014 reported sales tax.

**Sales Taxes
 Prior Year Comparison**

Business Category	September receipts for August sales			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Bars and Restaurants	\$ 66,768	\$ 83,799	26%	\$ 567,259	\$ 591,506	4%
Car Parts and Sales	39,123	42,062	8%	383,072	367,913	-4%
Excise		7,686		-	43,896	
Food	98,525	108,109	10%	818,638	902,231	10%
General Retail	325,962	290,724	-11%	2,351,384	2,531,298	8%
Hardware	17,606	14,850	-16%	156,852	128,787	-18%
Liquor Stores	20,965	27,658	32%	162,333	180,867	11%
Motels	22,538	27,755	23%	158,332	182,112	15%
Oil & Gas	52,381	13,438	-74%	365,473	185,138	-49%
Leasing/Misc	19,114	30,523	60%	213,400	147,646	-31%
Utilities	53,331	48,500	-9%	493,166	451,310	-8%
Total	\$ 716,313	\$ 695,102	-3%	\$ 5,669,909	\$ 5,712,704	1%



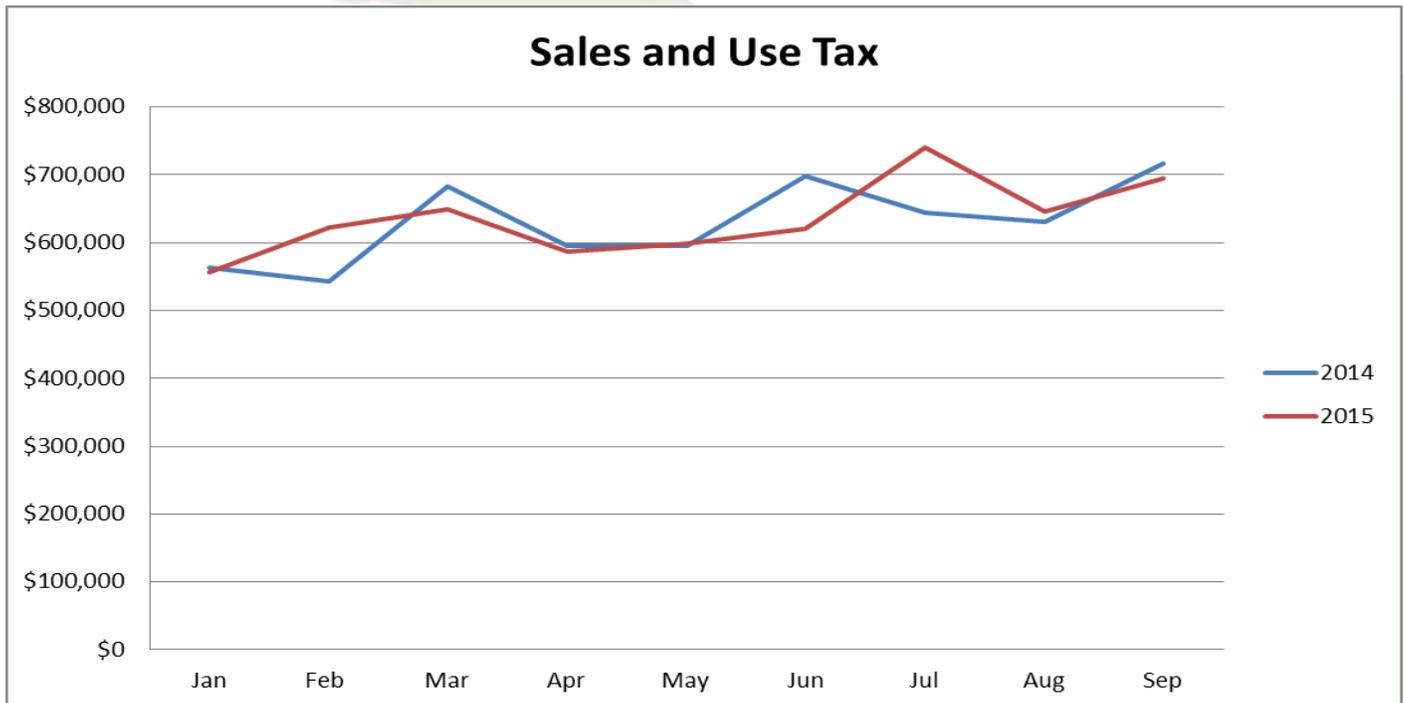
**Building and Motor Vehicle Use Taxes
Prior Year Comparison**

Business Category	For sales in August			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Building Use Taxes	\$2,207	\$7,883	257%	\$76,958	\$62,106	-19%
Motor Vehicle Use Taxes	53,277	52,438	-2%	439,466	477,045	9%
Total Use Tax	\$ 55,484	\$ 60,321	9%	\$ 516,425	\$ 539,150	4%

**Lodging Taxes
Prior Year Comparison**

Business Category	September receipts for August sales			Year-to-Date		
	2014	2015	% Change	2014	2015	% Change
Lodging Taxes	13,240	16,379	24%	94,714	103,268	9%
Total Lodging Tax	\$ 13,240	\$ 16,379	24%	\$ 94,714	\$ 103,268	9%

Total Sales, Use, Lodging Taxes	\$ 785,037	\$ 771,802	-2%	\$ 6,281,047	\$ 6,355,122	1%
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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,189,845.00	7,005,901.68	7,005,901.68	183,943.32	7,674,127.03
	7,189,845.00	7,005,901.68	7,005,901.68	183,943.32	7,674,127.03
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	66,828.00	47,832.22	47,832.22	18,995.78	47,273.68
CITY CLERK	172,806.00	136,286.69	136,286.69	36,519.31	115,453.79
MUNICIPAL COURT	186,097.00	129,233.34	129,233.34	56,863.66	119,891.44
CITY MANAGER	189,624.00	146,201.36	146,201.36	43,422.64	147,311.52
GOVERNMENT AFFAIRS	140,596.00	113,834.88	113,834.88	26,761.12	95,059.36
FINANCE	507,171.00	370,789.86	370,789.86	136,381.14	363,464.49
ATTORNEY	205,000.00	135,061.07	135,061.07	69,938.93	136,398.60
PLANNING/ZONNING	271,965.00	183,705.18	183,705.18	88,259.82	180,954.75
CITY HALL	200,150.00	120,771.77	120,771.77	79,378.23	133,524.97
GROUNDS AND FACILITY MAINT.	83,734.00	38,575.88	38,575.88	45,158.12	50,377.19
COMMUNITY ACCESS TV	189,276.00	99,252.09	99,252.09	90,023.91	165,127.01
POLICE	2,446,966.00	1,867,799.25	1,867,799.25	579,166.75	1,809,273.64
JUSTICE CENTER BLDG. OPERATION	83,000.00	43,840.04	43,840.04	39,159.96	70,602.32
BUILDING INSPECTIONS	87,278.00	76,394.11	76,394.11	10,883.89	63,822.02
STREETS	1,232,075.00	708,504.10	708,504.10	523,570.90	872,251.12
PW - ENGINEERING	188,031.00	206,174.13	206,174.13	(18,143.13)	194,834.31
ANIMAL SHELTER	77,559.00	76,144.13	76,144.13	1,414.87	59,652.00
CEMETERY O & H	77,051.00	59,720.58	59,720.58	17,330.42	47,453.30
SENIOR CENTER	504,731.00	400,632.82	400,632.82	104,098.18	397,476.50
PARK MAINTENANCE	.00	4,960.32	4,960.32	(4,960.32)	1,211.87
UTE THEATRE OPERATIONS	192,730.00	105,066.80	105,066.80	87,663.20	74,534.95
NON DEPARTMENTAL	604,017.00	494,222.13	494,222.13	109,794.87	460,858.46
OPERATING TRANSFERS OUT	5,000.00	5,000.00	5,000.00	.00	.00
	7,711,685.00	5,570,002.75	5,570,002.75	2,141,682.25	5,606,807.29
	(521,840.00)	1,435,898.93	1,435,898.93	(1,957,738.93)	2,067,319.74

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

STREET IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	1,886,064.00	764,626.40	764,626.40	1,121,437.60	816,908.94
CAPITAL REVENUES	5,627,000.00	5,626,554.12	5,626,554.12	445.88	98,801.37
	<u>7,513,064.00</u>	<u>6,391,180.52</u>	<u>6,391,180.52</u>	<u>1,121,883.48</u>	<u>915,710.31</u>
<u>EXPENDITURES</u>					
PAVED STREETS	2,747,858.00	895,000.27	895,000.27	1,852,857.73	433,106.03
BOND CONSTRUCTION PROJECT	100,000.00	.00	.00	100,000.00	44,598.75
	<u>2,847,858.00</u>	<u>895,000.27</u>	<u>895,000.27</u>	<u>1,952,857.73</u>	<u>477,704.78</u>
	<u>4,665,206.00</u>	<u>5,496,180.25</u>	<u>5,496,180.25</u>	<u>(830,974.25)</u>	<u>438,005.53</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

CONSERVATION TRUST FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
TRAIL REVENUE	96,578.00	46,882.39	46,882.39	49,695.61	69,188.40
	96,578.00	46,882.39	46,882.39	49,695.61	69,188.40
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.00
	96,578.00	46,882.39	46,882.39	49,695.61	69,188.40

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

ECONOMIC DEVELOPMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	157,150.00	92,740.28	92,740.28	64,409.72	28,642.38
	157,150.00	92,740.28	92,740.28	64,409.72	28,642.38
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	410,000.00	152,121.72	152,121.72	257,878.28	18,393.32
	410,000.00	152,121.72	152,121.72	257,878.28	18,393.32
	(252,850.00)	(59,381.44)	(59,381.44)	(193,468.56)	10,249.06

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	111,228.00	95,951.06	95,951.06	15,276.94	100,506.05
	111,228.00	95,951.06	95,951.06	15,276.94	100,506.05
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	161,228.00	57,704.08	57,704.08	103,523.92	86,861.23
	161,228.00	57,704.08	57,704.08	103,523.92	86,861.23
	(50,000.00)	38,246.98	38,246.98	(88,246.98)	13,644.82

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

DOWNTOWN DEVELOPMENT AUTH

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
DOWNTOWN DEVELOPMENT	61,830.00	54,436.02	54,436.02	7,393.98	42,711.18
	61,830.00	54,436.02	54,436.02	7,393.98	42,711.18
<u>EXPENDITURES</u>					
DOWNTOWN DEVELOPMENT	106,200.00	69,841.33	69,841.33	36,358.67	44,607.67
	106,200.00	69,841.33	69,841.33	36,358.67	44,607.67
	(44,370.00)	(15,405.31)	(15,405.31)	(28,964.69)	(1,896.49)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

CAPITAL IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
CAPITAL REVENUE	.00	.00	.00	.00	57,031.64
	.00	.00	.00	.00	57,031.64
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENTS	.00	.00	.00	.00	722,918.98
	.00	.00	.00	.00	722,918.98
	.00	.00	.00	.00	(665,887.34)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

RIFLE INFORMATION CENTER

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
RIFLE INFORMATION REVENUE	180,047.00	111,695.22	111,695.22	68,351.78	129,039.04
	180,047.00	111,695.22	111,695.22	68,351.78	129,039.04
<u>EXPENDITURES</u>					
RIFLE INFORMATION CENTER	179,368.00	146,460.00	146,460.00	32,908.00	77,794.00
	179,368.00	146,460.00	146,460.00	32,908.00	77,794.00
	679.00	(34,764.78)	(34,764.78)	35,443.78	51,245.04

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

URBAN RENEWAL AUTHORITY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
URBAN RENEWAL	70,200.00	80,725.01	80,725.01	(10,525.01)	75,161.94
	70,200.00	80,725.01	80,725.01	(10,525.01)	75,161.94
<u>EXPENDITURES</u>					
URBAN RENEWAL	27,000.00	639.50	639.50	26,360.50	14,225.50
	27,000.00	639.50	639.50	26,360.50	14,225.50
	43,200.00	80,085.51	80,085.51	(36,885.51)	60,936.44

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

ENERGY EFFICIENCY FUND

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

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,323,282.00	1,958,712.78	1,958,712.78	364,569.22	1,809,506.71
	2,323,282.00	1,958,712.78	1,958,712.78	364,569.22	1,809,506.71
<u>EXPENDITURES</u>					
RECREATION	368,399.00	257,748.54	257,748.54	110,650.46	278,053.35
POOL	192,796.00	252,744.42	252,744.42	(59,948.42)	177,812.88
RIFLE FITNESS CENTER	.00	.00	.00	.00	(62.09)
COMMUNITY EVENTS	44,100.00	18,288.06	18,288.06	25,811.94	16,575.35
PARK MAINTENANCE	1,088,877.00	780,992.71	780,992.71	307,884.29	770,664.42
PARKS CAPITAL	322,328.00	265,748.88	265,748.88	56,579.12	959,055.04
NON-DEPARTMENTAL	142,387.00	108,730.43	108,730.43	33,656.57	44,397.50
OPERATING TRANSFER OUT	94,417.00	77,687.78	77,687.78	16,729.22	50,187.78
	2,253,304.00	1,761,940.82	1,761,940.82	491,363.18	2,296,684.23
	69,978.00	196,771.96	196,771.96	(126,793.96)	(487,177.52)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL		BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>						
WATER REVENUE	3,045,173.00	7,491,518.67	7,491,518.67	(	4,446,345.67)	2,398,952.27
WATER RIGHTS REVENUE	14,800.00	67,197.46	67,197.46	(	52,397.46)	11,490.90
CAPITAL REVENUE	3,549,879.00	578,683.19	578,683.19		2,971,195.81	22,620.85
WTP SALES & USE TAX REVENUES	1,631,100.00	1,014,182.01	1,014,182.01		616,917.99	1,159,286.64
	<u>8,240,952.00</u>	<u>9,151,581.33</u>	<u>9,151,581.33</u>	(	<u>910,629.33</u>)	<u>3,592,350.66</u>
<u>EXPENDITURES</u>						
WATER O&H	1,922,975.00	1,410,244.15	1,410,244.15		512,730.85	1,569,407.73
WATER RIGHTS	120,000.00	90,236.29	90,236.29		29,763.71	106,110.11
WATER SYSTEM IMPROVEMENTS	24,859,709.00	10,089,215.75	10,089,215.75		14,770,493.25	1,200,517.37
WATER TREATMENT PLANT DEBT	.00	1,441,128.84	1,441,128.84	(	1,441,128.84)	1,214,184.39
	<u>26,902,684.00</u>	<u>13,030,825.03</u>	<u>13,030,825.03</u>		<u>13,871,858.97</u>	<u>4,090,219.60</u>
	<u>(18,661,732.00)</u>	<u>(3,879,243.70)</u>	<u>(3,879,243.70)</u>	(	<u>14,782,488.30)</u>	<u>(497,868.94)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,691,560.00	2,076,316.83	2,076,316.83	615,243.17	1,923,934.03
WASTE WATER REVENUE	31,774.00	104,068.72	104,068.72	(72,294.72)	11,778.85
	<u>2,723,334.00</u>	<u>2,180,385.55</u>	<u>2,180,385.55</u>	<u>542,948.45</u>	<u>1,935,712.88</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,911,376.00	2,098,990.12	2,098,990.12	812,385.88	2,157,977.80
SEWER SYSTEM IMPROVEMENTS	105,000.00	12,528.00	12,528.00	92,472.00	2,590.21
	<u>3,016,376.00</u>	<u>2,111,518.12</u>	<u>2,111,518.12</u>	<u>904,857.88</u>	<u>2,160,568.01</u>
	<u>(293,042.00)</u>	<u>68,867.43</u>	<u>68,867.43</u>	<u>(361,909.43)</u>	<u>(224,855.13)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	529,141.00	380,059.79	380,059.79	149,081.21	381,188.88
	529,141.00	380,059.79	380,059.79	149,081.21	381,188.88
<u>EXPENDITURES</u>					
SANITATION	480,084.00	364,336.65	364,336.65	115,747.35	360,575.42
	480,084.00	364,336.65	364,336.65	115,747.35	360,575.42
	49,057.00	15,723.14	15,723.14	33,333.86	20,613.46

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

CEMETERY PERPETUAL CARE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PERPETUAL CARE	.00	4,172.50	4,172.50	(4,172.50)	4,312.50
	.00	4,172.50	4,172.50	(4,172.50)	4,312.50
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.00
	.00	4,172.50	4,172.50	(4,172.50)	4,312.50

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

FLEET MAINTENANCE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
FLEET MAINTENANCE	379,670.00	209,515.97	209,515.97	170,154.03	279,899.87
FLEET MAINTENANCE	150,537.00	144,836.57	144,836.57	5,700.43	.00
	<u>530,207.00</u>	<u>354,352.54</u>	<u>354,352.54</u>	<u>175,854.46</u>	<u>279,899.87</u>
<u>EXPENDITURES</u>					
FLEET MAINTENANCE	379,670.00	209,515.97	209,515.97	170,154.03	279,975.65
CAPITAL	254,000.00	146,767.44	146,767.44	107,232.56	38,982.13
	<u>633,670.00</u>	<u>356,283.41</u>	<u>356,283.41</u>	<u>277,386.59</u>	<u>318,957.78</u>
	<u>(103,463.00)</u>	<u>(1,930.87)</u>	<u>(1,930.87)</u>	<u>(101,532.13)</u>	<u>(39,057.91)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2015

INFORMATION TECH MAINTENANCE

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
INFORMATION TECH REVENUES	483,503.00	331,713.11	331,713.11	151,789.89	304,616.40
I.T. LOAN REVENUES	85,553.00	85,553.34	85,553.34	(.34)	.00
	<u>569,056.00</u>	<u>417,266.45</u>	<u>417,266.45</u>	<u>151,789.55</u>	<u>304,616.40</u>
<u>EXPENDITURES</u>					
I.T. MAINTENANCE	483,503.00	331,713.11	331,713.11	151,789.89	303,557.35
I.T. CAPITAL	66,000.00	56,414.29	56,414.29	9,585.71	79,813.49
	<u>549,503.00</u>	<u>388,127.40</u>	<u>388,127.40</u>	<u>161,375.60</u>	<u>383,370.84</u>
	<u>19,553.00</u>	<u>29,139.05</u>	<u>29,139.05</u>	<u>(9,586.05)</u>	<u>(78,754.44)</u>

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 19
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO APPROVING THE
DISCONNECTION OF CERTAIN TERRITORIES ADJOINING THE
GARFIELD COUNTY REGIONAL AIRPORT AND THE GARFIELD
COUNTY ROAD AND BRIDGE FACILITY.

WHEREAS, a Petition for Disconnection was filed with the City in August 2015 by the Board of County Commissioners of Garfield County, Colorado, the sole owner of the territory hereinafter described (“Owner” or the “County”), excluding streets and alleys; and

WHEREAS, the County’s acquisition of certain real property adjacent to the Garfield County Airport and the Garfield County Road and Bridge Facility comprises territory owned by the County but in the City’s jurisdiction and to be used in conjunction with property in the County’s jurisdiction, creating undesirable mixed jurisdiction; and

WHEREAS, C.R.S. §31-12-501, *et seq.*, sets forth the procedure required to disconnect a tract of land within and adjacent to the boundary of a city; and

WHEREAS, the Rifle City Council does hereby find and determine approval of the Petition for Disconnection of said territory to be in the City’s best interest.

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

1. The foregoing recitals are incorporated herein as if set forth in full.
2. That the tracts of land described in the Petition for Disconnection and further described as Airport Parcel A, Airport Parcel B, Airport Parcel C and Boot Parcel A on the Land Survey Plat attached hereto as Exhibit A is hereby disconnected from the boundary of the City of Rifle in accordance with C.R.S. §31-12-501.
3. The Rifle City Clerk is hereby directed as follows:
 - a. To file one copy of this ordinance along with the Land Survey Plat in the office of the City Clerk of the City of Rifle.
 - b. To certify and file two 2 copies of this ordinance and the Land Survey Plat with the Clerk and Recorder of the County of Garfield, State of Colorado.
 - c. To request the Clerk and Recorder of Garfield County to file one certified copy of this ordinance and the Land Survey Plat with the Division of Local Government of the Department of Local Affairs State of Colorado.

4. The Planning Director of the City of Rifle is hereby directed to amend the Official Map of the City of Rifle to reflect the boundary changes adopted pursuant to this ordinance.

5. That if any section subsection sentence clause phrase or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction such portion shall be deemed a separate distinct and independent provision and shall not affect the validity of the remaining portions thereof

INTRODUCED on October 7, 2015 read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on October 21, 2015, passed without amendment, approved, and ordered published in full as required by the Charter.

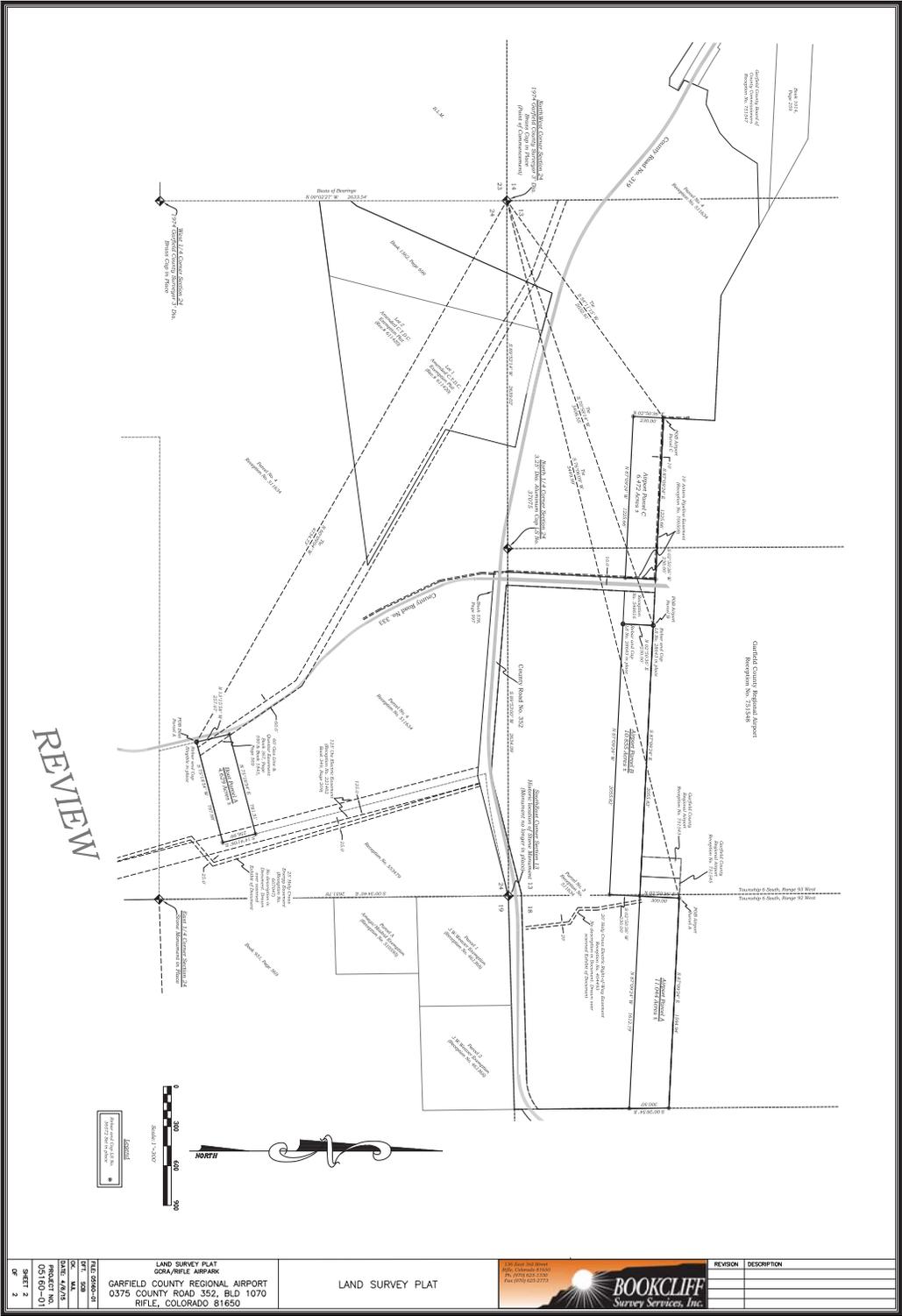
Dated this ___ day of _____, 2015.

CITY OF RIFLE, COLORADO

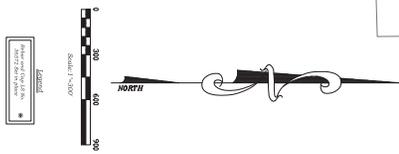
BY _____
Mayor

ATTEST:

City Clerk



REVIEW



LAND SURVEY PLAT OSKA RIFLE AIRBASE GARFIELD COUNTY REGIONAL AIRPORT 0375 COUNTY ROAD 352, BLD 1070 RIFLE, COLORADO 81650		LAND SURVEY PLAT			
FILE NUMBER	OSKA-2017-01	REVISION		DESCRIPTION	
DATE	05/16/2017				
PROJECT NO.	05160-01				
SHEET	2				

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: HANNAH KLAUSMAN, PLANNER

DATE: OCTOBER 21, 2015

SUBJECT: GRAND RIVER HOSPITAL HILL ANNEXATION AND ZONING, 2ND READING ANNEX 2015-2

ASH AVENUE AND HOSPITAL HILL ROAD

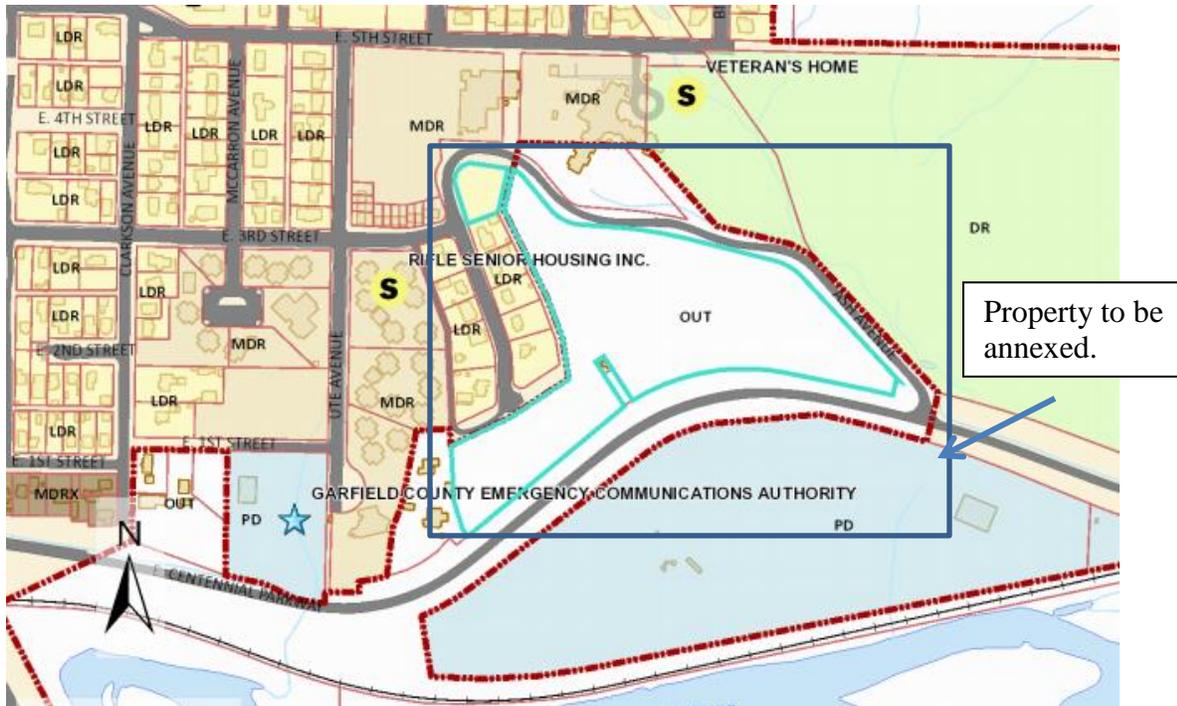
APPLICANT: GRAND RIVER HOSPITAL DISTRICT

REQUEST:

The applicant, Grand River Hospital, seeks annexation, and zoning of two parcels (total 13.5 acres) into the City of Rifle. The applicant requests that the property be zoned Developing Resource (DR) – a “holding zone” that limits land uses and reserves the property for later consideration. Future development may include providing future health care related services.

LOCATION:

The property is located north of highway 6 off of County Road 194 and to the southeast of the existing Veteran’s Home and the E. Dene Moore Care Center owned by Grand River Hospital District. See the blue highlighted property below.



ANNEXATION PROCESS

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



Annexation and zoning is the City's opportunity to ensure that proposed land uses and zoning standards are aligned with the City's vision for the area as described in the Comprehensive Plan and the neighborhood criteria of the Rifle Municipal Code.

State annexation laws and the Rifle Municipal Code give the Planning Commission and City Council a large amount of discretion to approve, deny, or modify a proposal for annexation based on the proposal's conformance with the City's vision of the property in question. Planning Commission may also table the proposal if more information is needed.

Once annexed and zoned futures uses of the property will follow the standards of the applicable zone district and any special provisions included in the annexation agreement.

CURRENT LAND USES

There are currently no buildings or uses occurring on this parcel.

ACCESS AND STREETS

The property is accessed from Ash Avenue and County Road 194, also known as Hospital Hill road. A 60' right of way for Hospital Hill Road shall be deeded to the City of Rifle as part of the annexation.

WATER AND WASTEWATER

The property is available to be served by the 6 inch City water main on Hospital Hill road, however may need modification for high water demand at time of development in the future. The applicant has been made aware that the City recommends running a water model for forecasted demand.

A significant portion of the property to the south is too low for sewer service and would either require a pump installment or access off of a lower main.

FLOODPLAIN

The property does not lie within the 100-year floodplain.

2009 COMPREHENSIVE PLAN

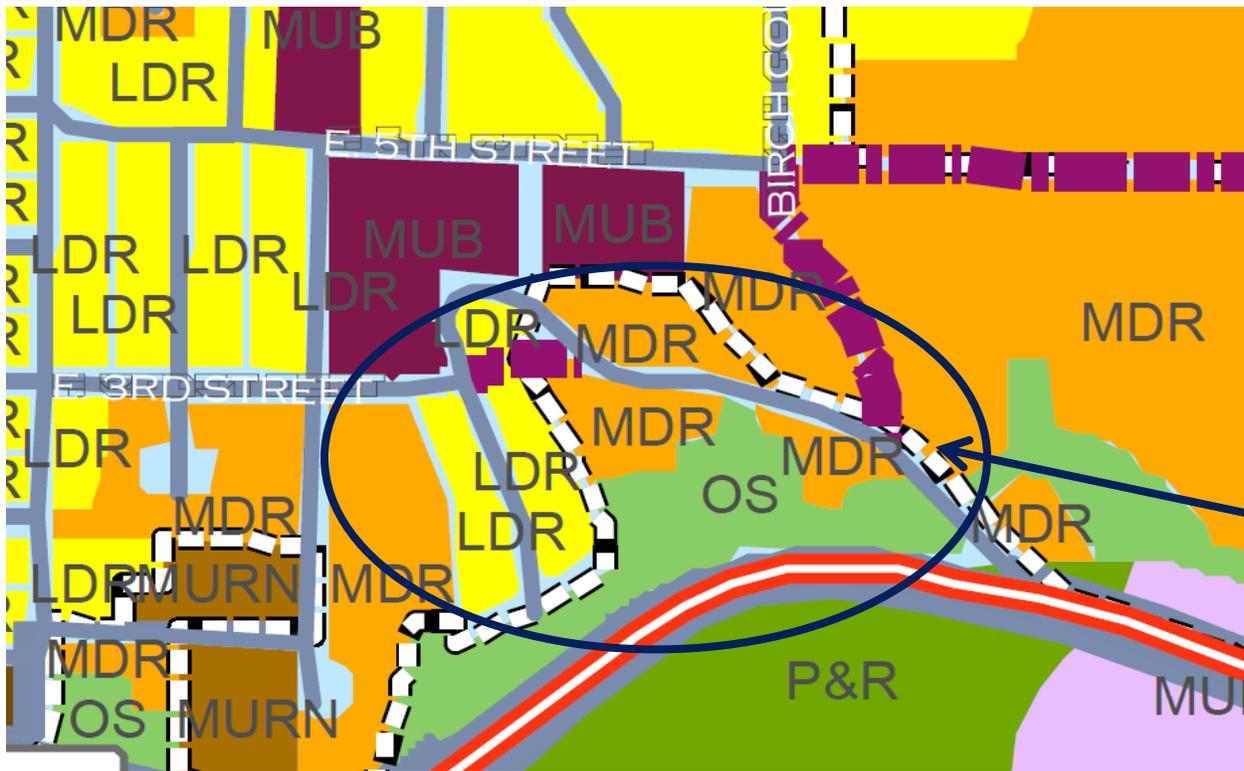
As can be seen in the Exhibit A below, the Comprehensive Plan designates the property as appropriate for Low Density Residential at the intersection of E. 3rd Street and Ash Avenue, as well as Medium Density Residential (MDR) with Open Space (OS) on the hillside above Highway 6.

Exhibit A. COMPREHENSIVE PLAN DESIGNATION

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



ZONING

The applicant has requested the zoning be designated Developing Resource (DR). The intent of the Developing Resource Zone District is to provide for the annexation of those areas that are presently used for agricultural or other nonurban uses that are adjacent to the City limits. These areas may potentially be suitable for urban development, but not in the immediate future because of lack of utilities, services or other needs. DR is an appropriate zoning designation for this property until which time Grand River Hospital District identifies development plans and can seek a rezoning.

STAFF RECOMMENDATIONS

ANNEXATION

Staff and Planning and Zoning Commission recommend City Council APPROVE ANNEX 2015-2 with the following conditions:

1. A right-of-way of a minimum of 60 feet shall be dedicated to the City for Hospital Hill Road (County Road 194).

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



2. As part of the Developing Resources zoning designation, the City reserves all privileges of annexation for later negotiations at the time of a development proposal or rezoning.

ZONING

Staff and Planning and Zoning Commission recommend City Council APPROVE the requested Developing Resource classification.

FINDINGS

Pursuant to Section 16-5-360, the Commission shall consider the following criteria before recommending an approval of an annexation to City Council (***staff comments shown in bold italics***):

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

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 in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;
A development plan does not yet exist for the subject property. The proposed use is open space. Future land uses may require a zoning change.

The applicant is seeking to construct an expansion to its existing senior care facilities located at 701 E. 5th Street with possible residential housing. The proposed development is a logical extension of Rifle's urban boundary.

The proposed use can be done in a manner that is compatible with the character of the surrounding area through meeting the standards set forth in zoning regulations and the Comprehensive Plan.

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

The current proposed use is open space. The possible future health care related services are desirable as current service levels will not meet future demand for the area.

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

None

5. Compatibility of the proposed use and the site plan with the City of Rifle Comprehensive Plan;

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



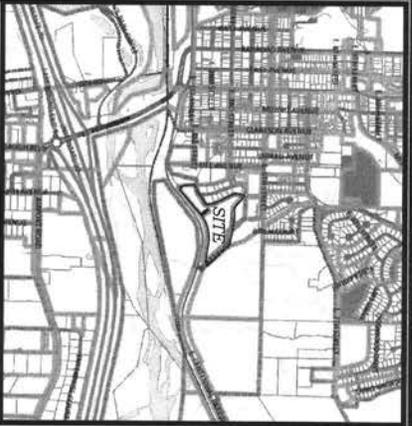
The Comprehensive Plan identifies this area suitable for single and multi-family dwellings and open space.

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

The property values of existing homes in this area may be affected by the quality of surrounding development. Ensuring that the eventual proposed expansion of Grand River Hospital facilities conforms to Municipal standards will prevent loss of property value.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

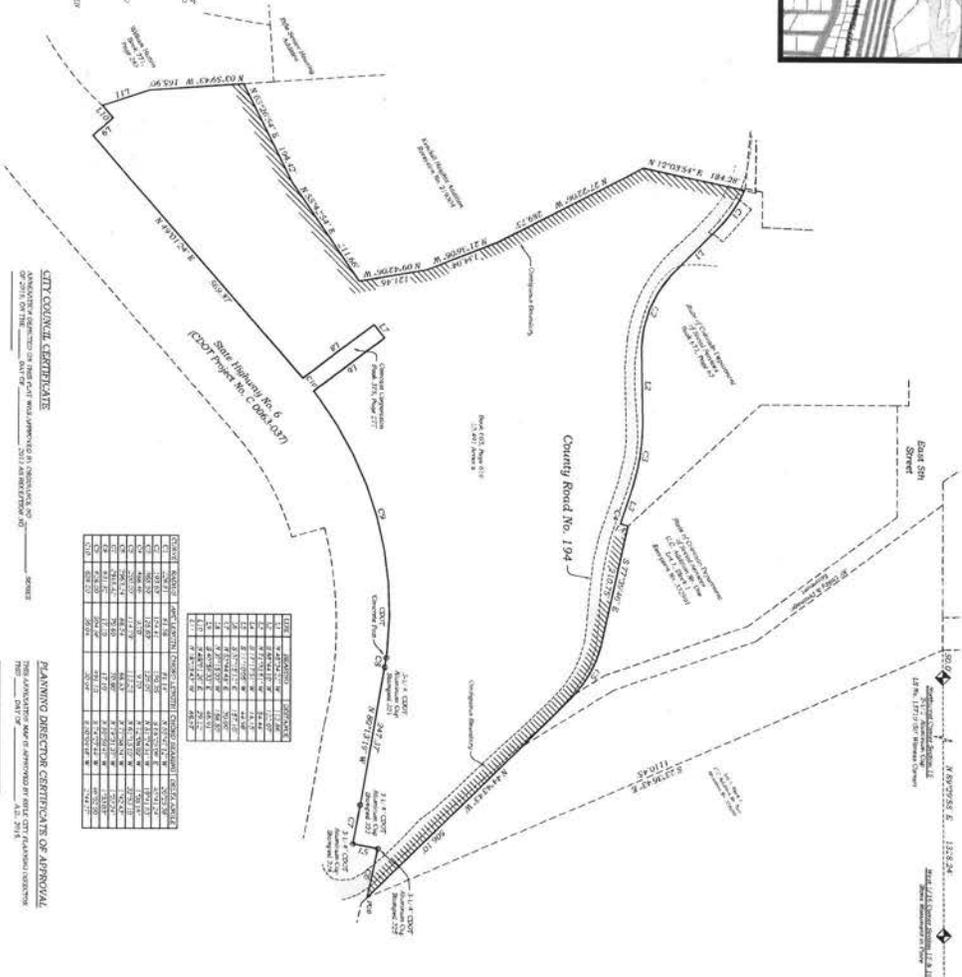
Not applicable at this time.



VICINITY MAP
SCALE: 1"=1000'

GRAND RIVER HOSPITAL DISTRICT ANNEXATION PLAT

A Parcel of Land Situate in the NE 1/4 Section 15, Township 6 South, Range 93 West of the 6th P.M.
County of Garfield, State of Colorado



PROOF THAT PARCEL TO BE ANNEXED LIES AT LEAST 1/4 MILE BORDER CONTIGUOUS WITH EXISTING CITY OF RIFLE BOUNDARY.

Map of the Parcel to be Annexed
Map of the City of Rifle
Map of the County of Garfield
Map of the State of Colorado

- SURVEYOR'S NOTES**
1. LOTS OF SEVEN AND EIGHTH 2. 2014
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 65. LOTS OF SEVEN AND EIGHTH 2. 2014
 66. LOTS OF SEVEN AND EIGHTH 2. 2014
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 80. LOTS OF SEVEN AND EIGHTH 2. 2014
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 92. LOTS OF SEVEN AND EIGHTH 2. 2014
 93. LOTS OF SEVEN AND EIGHTH 2. 2014
 94. LOTS OF SEVEN AND EIGHTH 2. 2014
 95. LOTS OF SEVEN AND EIGHTH 2. 2014
 96. LOTS OF SEVEN AND EIGHTH 2. 2014
 97. LOTS OF SEVEN AND EIGHTH 2. 2014
 98. LOTS OF SEVEN AND EIGHTH 2. 2014
 99. LOTS OF SEVEN AND EIGHTH 2. 2014
 100. LOTS OF SEVEN AND EIGHTH 2. 2014

CITY COVENANT CERTIFICATE

THE CITY OF RIFLE, COLORADO, HAS REVIEWED THE ANNEXATION PLAT AND HAS DETERMINED THAT THE PARCEL DESCRIBED THEREIN IS ELIGIBLE FOR ANNEXATION TO THE CITY OF RIFLE, COLORADO, AND THAT THE ANNEXATION OF SAID PARCEL TO THE CITY OF RIFLE, COLORADO, IS IN THE BEST INTERESTS OF SAID CITY.

ATTEST: _____
CITY CLERK

PLANNING DIRECTOR CERTIFICATE OF APPROVAL

THE PLANNING COMMISSION HAS REVIEWED THE ANNEXATION PLAT AND HAS DETERMINED THAT THE PARCEL DESCRIBED THEREIN IS ELIGIBLE FOR ANNEXATION TO THE CITY OF RIFLE, COLORADO, AND THAT THE ANNEXATION OF SAID PARCEL TO THE CITY OF RIFLE, COLORADO, IS IN THE BEST INTERESTS OF SAID CITY.

ATTEST: _____
PLANNING DIRECTOR

CHECK AND RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED AND FOUND TO BE CORRECT AND ACCORDING TO THE RECORDS OF THE COUNTY OF GARFIELD, COLORADO, AND IS HEREBY RECORDED.

ATTEST: _____
RECORDER

FILE NUMBER
098001-03
SHEET 1 OF 1

GRAND RIVER HOSPITAL DISTRICT
PO BOX 912
RIFLE, CO 81650

ANNEXATION PLAT



REVISION	DESCRIPTION



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

June 12, 2015

To:
The City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Attention Nathan Lindquist, Planning Director

Dear Mr. Lindquist,

Grand River Hospital District, along with the property owner UMETCO Minerals Corporation, have a common interest in applying for annexing into the City of Rifle property currently annexed in Garfield County. Enclosed are the required documents to satisfy the request. The legal description of the property being discussed is annotated in the enclosed documents.

Grand River Hospital District is under contract to purchase said property from UMETCO Minerals Corporation with the contingency that the City of Rifle approves the annexation as noted above. Annexation will not occur until the day of, or after, the date of ownership of this property is assumed by Grand River Hospital District.

The purpose of this request is so that Grand River Hospital District will have the ability to develop this property and utilize City infrastructure such as sewer, water, streets, and provide a 60 foot right of way dedicated to the public and other associated infrastructure. The development may include providing future health care related services to the community as the city of Rifle grows in population and needs additional related services which at current service levels will not meet future demand.

After your review of the submitted application please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Dodson", with a stylized flourish at the end.

Dustin Dodson, NHA, MBA
Administrative Director of Extended Care and Services
(970) 625-7440
ddodson@grhd.org



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

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO
THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN
AS THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION.

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

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 20, Series of 2015 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on October 7, 2015; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, the City Council on October 7, 2015 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on August 27, September 3, September 10, and September 17, 2015 in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council by Resolution No. 27, Series of 2015, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation to the City of the Grand River Hospital District Annexation.

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

1. The annexation to the City of the real property described on Exhibit A is hereby approved, and such real is hereby annexed to and made a part of the City of Rifle.
2. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Rifle, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Map and the original of this Annexation Ordinance in the office of the City Clerk of the City of Rifle, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Garfield County, Colorado, with directions to the Garfield County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map

with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and

- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED on October 7, 2015, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on October 21, 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

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Block 2

KENDALL HEIGHTS ADDITION

To the City of Rifle

Parcel B:

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

Section: 16 NE14NE1/4 and Lot 1

Section: 15: NW1/4NW1/4

NOTE: See Requirements

County of Garfield, State of Colorado

CITY OF RIFLE, COLORADO
ORDINANCE NO. 21
SERIES OF 2015

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING
CERTAIN REAL PROPERTY KNOWN AS THE GRAND RIVER HOSPITAL
DISTRICT ANNEXATION DEVELOPING RESOURCES (DR) ZONE
DISRICT

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

WHEREAS, by Ordinance No. 20, Series of 2015 the City of Rifle annexed the Property to the City; and

WHEREAS, Petitioner has filed an application to zone the Property Developing Resource (DR) Zone District, and on June 30, 2015 the City of Rifle Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property DR Zone District; and

WHEREAS, as required by the Rifle Municipal Code, the public hearing on the zoning application for the Property was held on October 7, 2015 at a regularly scheduled meeting of the Rifle City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Developing Resource (DR) Zone District.
3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC § 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC § 16-1-10, *et seq.*, to implement the provisions of this

Ordinance.

INTRODUCED on October 7, 2015, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on October 21, 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

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Block 2

KENDALL HEIGHTS ADDITION

To the City of Rifle

Parcel B:

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

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

Section: 15: NW1/4NW1/4

NOTE: See Requirements

County of Garfield, State of Colorado

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: HANNAH KLAUSMAN, PLANNER
DATE: OCTOBER 21, 2015

SUBJECT: ANIMAL SHELTER ANNEXATION AND ZONING, 2ND READING
ANNEX 2015-4
ZONING 2015-3
APPLICANT AND OWNER: MAURICE AND EILEEN BROWN
AUTHORIZED REP: HEATHER MULLEN, GARFIELD COUNTY ANIMAL WELFARE

REQUEST:

The applicants, Maurice and Eileen Brown, seek annexation, and zoning of a portion (3.96 acres) of a 30.9 acre parcel into the City of Rifle. The applicant requests that the property be zoned Public Zone (PD). See both the Applicant’s Statement and the “Findings” section at the end of this staff report for more information on the project and its compatibility with the community. Overall, Staff finds this project to be well thought out and worthy of approval.

LOCATION:

The property is located east of Prefontaine Avenue, directly north of the Rifle High School property. See the blue highlighted property below, with the portion to be annexed indicated.



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



ANNEXATION PROCESS

Annexation and zoning is the City's opportunity to ensure that proposed land uses and zoning standards are aligned with the City's vision for the area as described in the Comprehensive Plan and the neighborhood criteria of the Rifle Municipal Code.

State annexation laws and the Rifle Municipal Code give the Planning Commission and City Council a large amount of discretion to approve, deny, or modify a proposal for annexation based on the proposal's conformance with the City's vision of the property in question. Planning Commission may also table the proposal if more information is needed.

Once annexed and zoned futures uses of the property will follow the standards of the applicable zone district and any special provisions included in the annexation agreement.

CURRENT LAND USES

There are currently no buildings or uses occurring on this portion of the parcel.

ACCESS AND STREETS

The property is accessed from Prefontaine Avenue and County Road 265.

WATER AND WASTEWATER

The property is available to be served by the 6 inch City water main on Prefontaine Avenue.

There is no public sewer line within 400 feet of the property. The closest sewer line is located on Howard Avenue, a quarter mile away. Section 13-3-110 of the Rifle Municipal Code states;

Sec. 13-3-110. - Connection to sewer required.

(b) Where a public wastewater system does not run within four hundred (400) feet of a property boundary line within the City or in any area under the jurisdiction of the City, the building sewer and plumbing fixtures on such property may, at the City's sole discretion, be connected to a private sewage disposal system complying with the provisions and requirements of the County and the rules and regulations of the Colorado Department of Public Health and Environment.

(c) At such time as a public wastewater system runs within four hundred (400) feet of the boundary line of any property served by a private sewage disposal system, the property owner shall make a direct connection from the sewer and plumbing fixtures to the public wastewater system in accordance with the provisions of this Article, and any septic tank, cesspool or similar sewage disposal facilities shall be abandoned and filled with suitable material.

(Prior code 10.08.030; Ord. 29 §28, 2004; Ord. 4 §1, 2005; Ord. 34 §11, 2009)

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490 Fax: 970-625-6268



The applicant is aware and agrees to use a private onsite waste treatment system in accordance with County septic regulations until at which point a public line becomes available. The City Engineer recommends placement of the septic system on the western portion of the property, clear of the proposed dog runs and drainage paths.

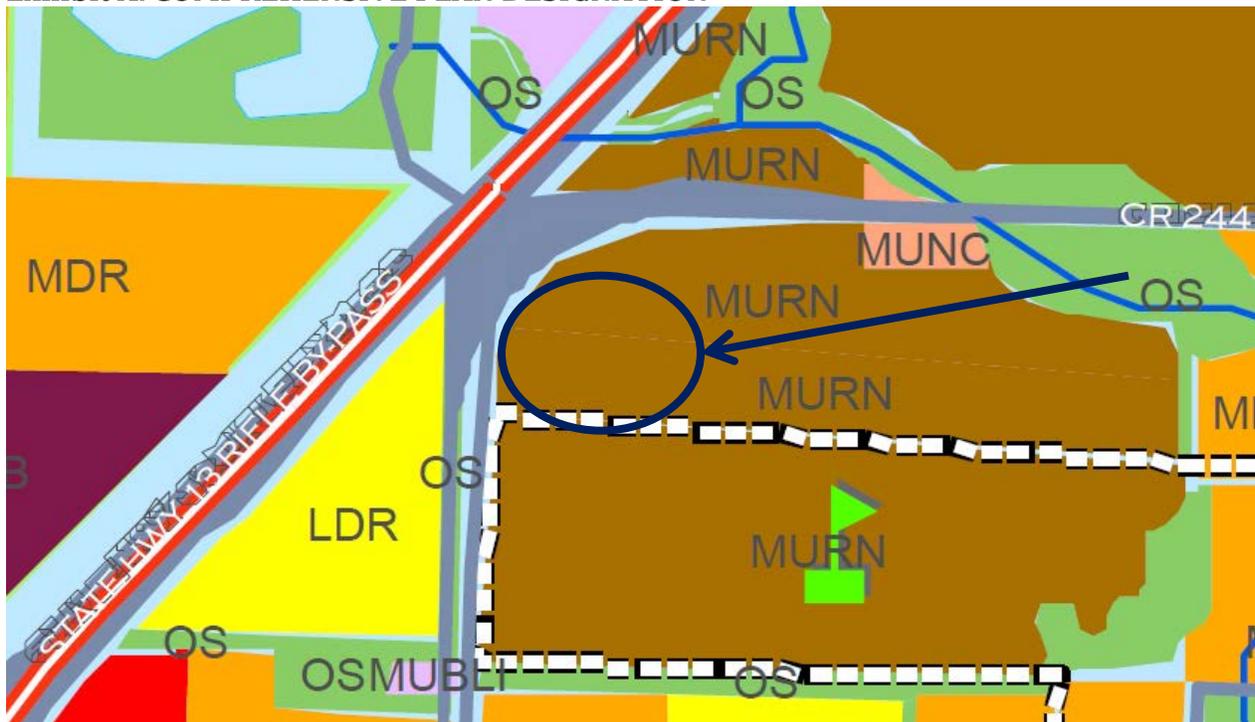
FLOODPLAIN

The property does not lie within the 100-year floodplain.

2009 COMPREHENSIVE PLAN

The Comprehensive Plan designates the property as appropriate for Mixed Use Residential Neighborhood (MURN) as seen in Exhibit A below. MURN is primarily intended for medium-density residential uses and may also include small commercial operations.

Exhibit A. COMPREHENSIVE PLAN DESIGNATION



ZONING

The applicant has requested the zoning be designated Public Zone District (PD). The intent of the Public Zone District is to provide a classification for lands owned, leased or used by the City, or by other public or nonprofit entities, for public recreation, cultural, educational, civic and other public purposes within the City. Development in the Public Zone District is characterized by governmental and quasi-governmental facilities which provide public functions or services and related uses which are customarily incidental or accessory to public functions and services.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



STAFF RECOMMENDATIONS

ANNEXATION

Staff and the Planning & Zoning Commission recommend City Council APPROVE ANNEX 2015-4.

ZONING

Staff and the Planning & Zoning Commission recommend City Council APPROVE the requested Public District Zone classification for ZONING 2015-3.

FINDINGS

Pursuant to Section 16-5-360, the Commission shall consider the following criteria before recommending an approval of an annexation to City Council (*staff comments shown in bold italics*):

1. Conformance of the proposal with the City of Rifle Municipal Code;
The proposal conforms to the Rifle Municipal Code.
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 in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;
A preliminary development plan submitted by the applicant shows compatibility with the surrounding area. The proposed building is approximately 6,500 square feet, with sidewalks, landscaping, and a small parking lot. This type of development would be well-suited with the adjacent high school campus. The existing animal shelter is located approximately 700 feet south of the new proposed location.
3. The desirability for the proposed use in the specific area of the City;
An animal shelter at this location is desirable. Placing the animal shelter in an area of low residential density ensures a buffer from dog barking noises disturbing residents. In addition, the existing animal shelter has operated in the near area for over 15 years, establishing a good history of this use in the neighborhood.
4. The potential for adverse environmental effects that might result from the proposed use;
Ensuring that waste disposal follows county regulations for septic regulations, and proper placement of the septic field away from drainage will avoid any adverse environmental effects.
5. Compatibility of the proposed use and the site plan with the City of Rifle Comprehensive Plan;

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



The Comprehensive Plan identifies this area suitable for medium density residential uses and small commercial operations. While the animal shelter would be classified as a medium commercial operation, the use is compatible with the High School campus and bus center located immediately south.

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

There are very few existing residential properties in the immediate area, however, the proposed site plan shows development that would maintain the current values of adjacent properties. Ensuring that the proposed expansion of the Animal Shelter conforms to Municipal standards will prevent loss of property value.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

Not applicable.

STATEMENT OF PURPOSE OF THE APPLICATION

Applicants Maurice and Eileen Brown own a 3.969 acre piece of property located off of County Road 265. The property is a portion of a 30.925 acre parcel owned by Applicants and identified as Garfield County Assessor's parcel no. 2177-081-00-537. The property is under contract to be purchased by Garfield County Animal Welfare Foundation, Inc. dba Friends of the Rifle Animal Shelter (FRAS) contingent upon approval of the proposed annexation, zoning, and condition use permit.

Applicants request that the City annex the property into the City of Rifle, zone the property as a Public Zone, and issue a conditional use permit allowing the property to be used as an animal shelter with related and ancillary services such as a low-cost veterinary services for shelter and community-owned animals and dog boarding services for community-owned animals.

The 3.969 acre property is located on a natural shelf of land between Grand Tunnel Ditch and the Garfield RE-2 bus barn and Rifle High School. The property to the north and east is undeveloped. The area to the north is owned by Applicants. There is a significant elevation change on the north side of the Grand Tunnel Ditch to the portion of Applicants' lands which are developable. The property to the west is on the other side of County Road 265 and sits between County Road 265 and the Highway 13 Bypass. The area to the south and west is comprised of the Garfield RE-2 bus barn and Rifle High School.

The physical characteristic and location of the property provides an ideal location for an animal shelter. There are no residential neighborhoods close to the location so concerns of barking dogs are minimized. Other nearby uses would not be affected by noise from the shelter. FRAS intends to create a berm of earth and landscaping along the north and west boundaries to provide for sound muffling. As an additional measure, FRAS houses all dogs are indoors during the overnight hours to reduce any concerns over barking.

Water service is available to the lot line. Public sewer service is not available within 600 feet of any lot line. The shelter proposes to use a onsite waste treatment system until sewer service become available. The current animal shelter has an average water consumption of 580 gpd making septic a viable option for the new shelter. Access to the property is via County Road 265. Site distance along the driveway can be accomplished by removal of the existing berm along County Road 265. Traffic impacts at the new site are not expected to be significant as the existing animal shelter is operated approximately ½ mile away.

The use of the property is also consistent with the uses set forth in the Comprehensive Plan. The Comprehensive Plan identifies the property as Mixed Used Residential. Mixed Use Residential allows for commercial-type operations along main streets which are buffered to the neighboring residential uses. The proposed zoning as Public Zone and the conditional use permit provide protection to the neighboring property that the uses of the property will not become industrial in nature and will remain consistent with the character of the area.

Garfield County Animal Welfare Foundation, Inc. dba Friends of the Rifle Animal Shelter (FRAS) is a 501(c)(3) corporation founded in 1999 to provide assistance to the City of Rifle with the operation of the shelter, adoption of the shelter animals, and vaccinations and medical care for shelter animals. Since 2012, FRAS has contracted with the City of Rifle to provide shelter services for stray and quarantined animals found within the Rifle city limits. The City has leased the existing shelter building to FRAS for \$1 per year with the understanding that FRAS could also operate its adoption and other programs from the facility. Rifle Animal Shelter only authorizes euthanasia for extreme medical and behavioral situations. Additionally, FRAS does in-house spay/neuter procedures, certain veterinary services, and vaccinations for shelter animals, feral cats substantially reducing the cost of each procedure.

The need for animal shelter and adoption services is extreme. The existing Rifle Animal Shelter building has 12 dog runs, an 8x10 foot cat room, and a 3x5 foot isolation room. In that size building and over the period from January through December, 2014, the shelter took in 1,398 animals, transferred in 401 animals from overcrowded crowded shelters, adopted 1127 animals, and returned 140 animals to owners. The community spay/neuter program altered 328 animals and over 50 feral cats were trapped, neutered, and released. Through July, 2015, the Rifle Animal Shelter took in 856 animals of which 276 were kittens, transferred in 251 animals from overcrowded shelters, adopted 635 animals and returned 99 animals to owners. The in-house spay/neuter clinic altered 387 shelter animals.

The transfer in operations has allowed the shelter to offer more services to the community and homeless animals. In 2015, Rifle Animal Shelter started offering low-cost spay/neuter and vaccinations for community owned animals. Due to the high market price for these procedures many pet owners were unable to do these procedures. Through July our shelter has helped spay/neuter and vaccinate 162 community-owned animals. We have also extended the shelter's hours of operation to Sunday-Wednesday 8am to 5pm and Thursday - Saturday from 8am to 7pm to increase our access to the community. Rifle Animal Shelter has also increased the number of employees. We currently have 6 full-time and 4 part-time employees. Lastly, we have provided humane education to the youth of our community. Rifle Animal Shelter holds a Tail Tale Story Time for children in the summer, visits school classrooms to discuss providing care for animals and has 4-H and girl/boy scouts visit the shelter for tours of operation.

Rifle Animal Shelter's strives to be a safe and companionate place for homeless animals while also acting as a community resource for animal welfare.

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

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO
THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN
AS THE RIFLE ANIMAL SHELTER ANNEXATION.

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

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 22, Series of 2015 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on October 7, 2015; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, the City Council on October 7, 2015 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on August 27, September 3, September 10, and September 17, 2015 in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council by Resolution No. 29, Series of 2015, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation to the City of the Rifle Animal Shelter Annexation.

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

1. The annexation to the City of the real property described on Exhibit A is hereby approved, and such real is hereby annexed to and made a part of the City of Rifle.
2. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Rifle, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Map and the original of this Annexation Ordinance in the office of the City Clerk of the City of Rifle, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Garfield County, Colorado, with directions to the Garfield County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the

State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and

- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED on October 7, 2015, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on October 21, 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

EXHIBIT A

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

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CITY OF RIFLE, COLORADO
ORDINANCE NO. 23
SERIES OF 2015

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING
CERTAIN REAL PROPERTY KNOWN AS THE RIFLE ANIMAL SHELTER
ANNEXATION PUBLIC (PZ) ZONE DISTRICT

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

WHEREAS, by Ordinance No. 22, Series of 2015 the City of Rifle annexed the Property to the City; and

WHEREAS, Petitioner has filed an application to zone the Property Public (PZ) Zone District, and on September 29, 2015 the City of Rifle Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property PZ Zone District; and

WHEREAS, as required by the Rifle Municipal Code, the public hearing on the zoning application for the Property was held on October 7, 2015 at a regularly scheduled meeting of the Rifle City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Public (PZ) Zone District.
3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC § 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC § 16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on October 7, 2015, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on October 21, 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

EXHIBIT A

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

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

Report Criteria:

Detail report.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ABBOTT, RYAN								
7382	ABBOTT, RYAN	092815	BULIDING PERMIT REFUND-#82	09/28/2015	76.70	76.70	10/02/2015	
Total ABBOTT, RYAN:					76.70	76.70		
ABOVE SEA LEVEL								
7134	ABOVE SEA LEVEL	820125	TANK MAINTENANCE	09/17/2015	75.00	75.00	10/09/2015	
Total ABOVE SEA LEVEL:					75.00	75.00		
Accutest Mountain States								
5752	Accutest Mountain States	D9-67749	CACA LOCO HEAVY METALS	09/29/2015	694.00	.00		
5752	Accutest Mountain States	D9-67910	WEEKLY COPPER PD	10/01/2015	75.00	.00		
Total Accutest Mountain States:					769.00	.00		
Action Shop Services, Inc								
1003	Action Shop Services, Inc	RI43531	ROTOTILLER	07/06/2015	50.00	50.00	10/09/2015	
1003	Action Shop Services, Inc	RI44369	STIHL WEED TRIMMER	09/28/2015	98.47	.00		
1003	Action Shop Services, Inc	RI44370	STIHL BLOWER	09/29/2015	39.49	.00		
1003	Action Shop Services, Inc	RI44393	BLOWER	09/30/2015	50.65	.00		
1003	Action Shop Services, Inc	SI86808	POLYCUT 20 HEAD STIHL BLIS	08/04/2015	31.98	31.98	10/09/2015	
1003	Action Shop Services, Inc	SI87812	AUTOCUT BLISTER	09/29/2015	21.99	.00		
1003	Action Shop Services, Inc	SI87903	BAR OIL GALLON	10/06/2015	17.18	.00		
Total Action Shop Services, Inc:					309.76	81.98		
Advanced Auto & Truck Repair I								
3456	Advanced Auto & Truck Repair I	39161	SPARK PLUGS	10/08/2015	748.31	.00		
Total Advanced Auto & Truck Repair I:					748.31	.00		
Airgas USA, LLC								
2543	Airgas USA, LLC	9043149866	CARBON DIOXIDE 200 LTRS	09/03/2015	489.56	.00		
2543	Airgas USA, LLC	9929695661	CARBON DIOXIDE 200 LTRS	08/31/2015	258.40	.00		
Total Airgas USA, LLC:					747.96	.00		
ALSCO								
3083	ALSCO	1681753	LAUNDRY/senior center	09/22/2015	46.89	.00		
3083	ALSCO	1684744	LAUNDRY/senior center	09/29/2015	40.87	.00		
3083	ALSCO	1687687	LAUNDRY/senior center	10/06/2015	45.39	.00		
Total ALSCO:					133.15	.00		
AMERICAN HEALTH HOLDING, INC								
6773	AMERICAN HEALTH HOLDING, I	090115	PHYSICIAN CONSULTATION SE	09/01/2015	202.50	202.50	10/09/2015	
6773	AMERICAN HEALTH HOLDING, I	100115	PHYYSICIAN CONSULTATION SE	10/01/2015	202.50	202.50	10/09/2015	
Total AMERICAN HEALTH HOLDING, INC:					405.00	405.00		
AMERICAN MECHANICAL SERVICES								
6969	AMERICAN MECHANICAL SERV	S733949	HVAC REPAIR	09/30/2015	2,448.78	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6969	AMERICAN MECHANICAL SERV	S733950	REPAIR UTE DRESSING ROOM	09/30/2015	946.74	.00		
Total AMERICAN MECHANICAL SERVICES:					3,395.52	.00		
Amerigas								
2208	Amerigas	3044578475	TANK RENT	09/30/2015	58.00	.00		
Total Amerigas:					58.00	.00		
ANYTIME SEWER & DRAIN								
6389	ANYTIME SEWER & DRAIN	10890	CAMERA LINE	09/22/2015	720.00	.00		
Total ANYTIME SEWER & DRAIN:					720.00	.00		
ARNHOLD, MARCIA								
7334	ARNHOLD, MARCIA	100815	REIMBURSEMENT	10/08/2015	47.10	47.10	10/09/2015	
Total ARNHOLD, MARCIA:					47.10	47.10		
B & B Plumbing, Inc								
1009	B & B Plumbing, Inc	45222 090815	EJECTION PUMP	09/08/2015	497.95	497.95	10/09/2015	
1009	B & B Plumbing, Inc	45223 072215	PIPE THREAD	07/22/2015	28.45	28.45	10/09/2015	
1009	B & B Plumbing, Inc	45224 072315	PIPE THREAD	07/23/2015	89.40	89.40	10/09/2015	
1009	B & B Plumbing, Inc	45225 081815	ARONOFLEX	08/18/2015	7.80	7.80	10/09/2015	
1009	B & B Plumbing, Inc	5143	PVC SCH 40	10/01/2015	46.95	.00		
1009	B & B Plumbing, Inc	5151	REPAIR KIT	10/05/2015	26.00	26.00	10/09/2015	
Total B & B Plumbing, Inc:					696.55	649.60		
BELFORE PROPERTY RESTORATION								
7380	BELFORE PROPERTY RESTOR	092815	BUILDING PERMIT REFUND#82	09/28/2015	907.04	907.04	10/02/2015	
Total BELFORE PROPERTY RESTORATION:					907.04	907.04		
Berthod Motors Inc								
1249	Berthod Motors Inc	01-22105	REPAIR PARTS PARK FLEET F	06/03/2015	165.26	165.26	10/09/2015	
1249	Berthod Motors Inc	01-22173	REPAIR PARTS PARK FLEET F	06/04/2015	43.71	43.71	10/09/2015	
1249	Berthod Motors Inc	01-23163	MOWER BLAD	06/25/2015	245.07	245.07	10/09/2015	
1249	Berthod Motors Inc	01-26872	WASHER	09/29/2015	212.52	.00		
1249	Berthod Motors Inc	01-26924	SEAL KIT	09/30/2015	753.72	.00		
Total Berthod Motors Inc:					1,420.28	454.04		
BETHEL PARTY RENTALS								
7350	BETHEL PARTY RENTALS	20692-3	RENTAL	08/15/2015	162.00	162.00	10/09/2015	
7350	BETHEL PARTY RENTALS	20780-1	RENTAL	08/20/2015	32.00	32.00	10/09/2015	
Total BETHEL PARTY RENTALS:					194.00	194.00		
Black & Veatch								
7192	Black & Veatch	092315	RO/GAX Engineering Services	09/23/2015	8,705.25	8,705.25	10/02/2015	
Total Black & Veatch:					8,705.25	8,705.25		
BSN SPORTS COLLEGIATE PACIFIC								
5078	BSN SPORTS COLLEGIATE PA	97245916	EQUIPMENT	09/24/2015	542.23	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total BSN SPORTS COLLEGIATE PACIFIC:					542.23	.00		
CASELLE INC								
5023	CASELLE INC	68439	CONTRACT SUPPORT/FINANC	10/01/2015	1,354.00	1,354.00	10/09/2015	
Total CASELLE INC:					1,354.00	1,354.00		
Central Distributing Co								
1022	Central Distributing Co	145064	SUPPLIES	09/23/2015	558.89	.00		
1022	Central Distributing Co	145859	SUPPLIES	09/30/2015	181.11	.00		
1022	Central Distributing Co	145864	SUPPLIES	09/30/2015	80.04	.00		
1022	Central Distributing Co	146618	SUPPLIES	10/07/2015	161.12	.00		
1022	Central Distributing Co	146619	SUPPLIES	10/07/2015	466.94	.00		
1022	Central Distributing Co	146625	SUPPLIES	10/07/2015	94.48	.00		
Total Central Distributing Co:					1,542.58	.00		
CENTURY LINK								
6402	CENTURY LINK	K-7191113095	LONG DISTANCE	09/22/2015	1,119.83	1,119.83	10/09/2015	
Total CENTURY LINK:					1,119.83	1,119.83		
Chelewski Pipe & Supply								
1023	Chelewski Pipe & Supply	146181	PIPE & FITTINGS	09/23/2015	20.82	.00		
1023	Chelewski Pipe & Supply	146237	PIPE & FITTINGS	09/30/2015	31.98	.00		
Total Chelewski Pipe & Supply:					52.80	.00		
Colo Dept. Of Revenue								
2353	Colo Dept. Of Revenue	101315	3rd QUARTER-2015	10/13/2015	326.00	326.00	10/14/2015	
2353	Colo Dept. Of Revenue	101315.	FEES DUE NOTICE L103985043	10/13/2015	11.00	11.00	10/14/2015	
Total Colo Dept. Of Revenue:					337.00	337.00		
Colo Mtn News Media								
2846	Colo Mtn News Media	11370657 0731	AD	07/31/2015	32.38	32.38	10/09/2015	
2846	Colo Mtn News Media	11404314A 08	AD	08/06/2015	11.13	11.13	10/09/2015	
Total Colo Mtn News Media:					43.51	43.51		
Colorado Youth Soccer								
6054	Colorado Youth Soccer	082115	SOCCER PLAYERS	08/21/2015	680.00	680.00	10/09/2015	
Total Colorado Youth Soccer:					680.00	680.00		
COMMERCIAL TIRE SERVICE, INC								
6779	COMMERCIAL TIRE SERVICE, I	38718	SERVICE CALL	09/29/2015	1,058.34	.00		
6779	COMMERCIAL TIRE SERVICE, I	38719	TIRES	09/29/2015	397.56	.00		
6779	COMMERCIAL TIRE SERVICE, I	38720	TIRES	09/29/2015	777.50	.00		
6779	COMMERCIAL TIRE SERVICE, I	38721	SERVICE CALL	09/09/2015	1,759.35	.00		
Total COMMERCIAL TIRE SERVICE, INC:					3,992.75	.00		
Commonwealth Title Company								
1750	Commonwealth Title Company	100215	PURCHASE PROPERTY	10/02/2015	427,500.00	427,500.00	10/09/2015	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Commonwealth Title Company:					427,500.00	427,500.00		
CONSERVANCY OIL CO								
6863	CONSERVANCY OIL CO	0070424	GAL SERVICE PRO	09/15/2015	897.54	.00		
6863	CONSERVANCY OIL CO	0070444	GAL SERVICE PRO	09/16/2015	24.60	.00		
6863	CONSERVANCY OIL CO	0070445	GAL SERVICE PRO	09/16/2015	36.90	.00		
6863	CONSERVANCY OIL CO	0070625	SERVICE PRO	10/06/2015	19.31	.00		
Total CONSERVANCY OIL CO:					978.35	.00		
COVENANT TOWING & TRANSPORT								
6964	COVENANT TOWING & TRANSP	09642	TOWING	09/28/2015	800.00	.00		
Total COVENANT TOWING & TRANSPORT:					800.00	.00		
CRABTEE'S RED CANYON AUTO BODY								
5028	CRABTEE'S RED CANYON AUT	100915	LABOR TOYOTA PRIUS	10/09/2015	1,367.18	.00		
Total CRABTEE'S RED CANYON AUTO BODY:					1,367.18	.00		
Crown Awards								
4181	Crown Awards	32533528	MEDALS	09/23/2015	489.61	.00		
Total Crown Awards:					489.61	.00		
DODEA, JOANN								
7379	DODEA, JOANN	092815	BUILDING PERMIT REFUND#82	09/28/2015	1,105.32	1,105.32	10/02/2015	
Total DODEA, JOANN:					1,105.32	1,105.32		
E&G TERMINAL, INC.								
6845	E&G TERMINAL, INC.	5198572	SOLAR CHARGER	09/28/2015	121.98	.00		
6845	E&G TERMINAL, INC.	5199348	KNIFE	10/06/2015	99.98	.00		
Total E&G TERMINAL, INC.:					221.96	.00		
Edgeton, Wayne								
2622	Edgeton, Wayne	100215	REIMBURSE EXPENSES	10/02/2015	231.59	231.59	10/09/2015	
Total Edgeton, Wayne:					231.59	231.59		
ENVIRONMENTAL LEVERAGE INC								
7391	ENVIRONMENTAL LEVERAGE I	5494	OPERATORS TRAINING CLASS	09/28/2015	750.00	.00		
Total ENVIRONMENTAL LEVERAGE INC:					750.00	.00		
Ewing Irrigation Products								
6161	Ewing Irrigation Products	404961	PREM WHITE PAINT	09/23/2015	864.29	.00		
Total Ewing Irrigation Products:					864.29	.00		
Farmer Bros. Co.								
2936	Farmer Bros. Co.	62459775	COFFEE	09/22/2015	455.40	.00		
Total Farmer Bros. Co.:					455.40	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FASTENAL								
5253	FASTENAL	71974	SUPPLIES	09/29/2015	358.86	.00		
5253	FASTENAL	72653	SUPPLIES	10/06/2015	10.31	.00		
5253	FASTENAL	72654	SUPPLIES	10/06/2015	13.33	.00		
Total FASTENAL:					382.50	.00		
Garfield County Clerk								
1074	Garfield County Clerk	092915	RECORDING FEES LACY PARK	09/29/2015	18.00	18.00	10/02/2015	
Total Garfield County Clerk:					18.00	18.00		
GEORGE, AL								
7381	GEORGE, AL	100115	BULIDING PERMIT REFUND #99	10/01/2015	2,678.28	2,678.28	10/02/2015	
Total GEORGE, AL:					2,678.28	2,678.28		
HAYNES, BRENDEN								
7378	HAYNES, BRENDEN	093015	PERFORMANCE	09/30/2015	1,000.00	1,000.00	10/02/2015	
Total HAYNES, BRENDEN:					1,000.00	1,000.00		
HIGH COUNTRY GAS								
5650	HIGH COUNTRY GAS	224739	OXYGEN 250 CUBIC FOOT	09/01/2015	26.40	.00		
Total HIGH COUNTRY GAS:					26.40	.00		
Honnen Equipment Co.								
1312	Honnen Equipment Co.	701971	SEAT	09/24/2015	1,441.09-	.00		
Total Honnen Equipment Co.:					1,441.09-	.00		
Hy-way Feed & Ranch Supply								
1094	Hy-way Feed & Ranch Supply	602415	MICE SPRAY]	09/29/2015	5.25	.00		
1094	Hy-way Feed & Ranch Supply	602628	ROUND TROUGH	10/01/2015	317.50	.00		
Total Hy-way Feed & Ranch Supply:					322.75	.00		
Impressions of Aspen								
6137	Impressions of Aspen	22112	SUPPLIES	09/04/2015	153.40	.00		
6137	Impressions of Aspen	22167	SUPPLIES	09/16/2015	110.68	.00		
6137	Impressions of Aspen	22167	SUPPLIES	09/16/2015	110.68	.00		
6137	Impressions of Aspen	22168	SUPPLIES	09/16/2015	41.90	.00		
6137	Impressions of Aspen	22194	SUPPLIES	09/22/2015	169.03	.00		
6137	Impressions of Aspen	22235	SUPPLIES	09/25/2015	57.81	.00		
6137	Impressions of Aspen	22241	SUPPLIES	09/28/2015	34.45	.00		
6137	Impressions of Aspen	22241	SUPPLIES	09/28/2015	34.46	.00		
6137	Impressions of Aspen	22241	SUPPLIES	09/28/2015	34.45	.00		
6137	Impressions of Aspen	22262	SUPPLIES	10/06/2015	52.59	.00		
6137	Impressions of Aspen	22262.1	SUPPLIES	10/06/2015	34.71	.00		
6137	Impressions of Aspen	22263	SUPPLIES	10/06/2015	59.16	.00		
6137	Impressions of Aspen	22263	SUPPLIES	10/06/2015	16.26	.00		
6137	Impressions of Aspen	22263	SUPPLIES	10/06/2015	8.66	.00		
6137	Impressions of Aspen	22268	SUPPLIES	10/06/2015	399.90	.00		
Total Impressions of Aspen:					1,318.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
JAMES, DAVID								
7372	JAMES, DAVID	101215	CONFERNCE CASH ADVANCE	10/12/2015	200.00	200.00	10/12/2015	
Total JAMES, DAVID:					200.00	200.00		
Jean's Printing								
1188	Jean's Printing	152186	LAMINATION	09/23/2015	33.00	.00		
1188	Jean's Printing	152263	TEAM POSTER	10/02/2015	46.95	.00		
Total Jean's Printing:					79.95	.00		
JOE DEBA HUMAN CAPITAL TRUST								
7384	JOE DEBA HUMAN CAPITAL TR	092815	BUILDING PERMIT REFUND-828	09/28/2015	1,438.05	1,438.05	10/02/2015	
Total JOE DEBA HUMAN CAPITAL TRUST:					1,438.05	1,438.05		
Johnson Construction Inc								
1097	Johnson Construction Inc	091415	Whiteriver Pedestrian Improveme	09/14/2015	54,531.56	54,531.56	10/02/2015	
1097	Johnson Construction Inc	091515	Construction of a Mech Screen at	09/15/2015	19,638.87	19,638.87	10/09/2015	
Total Johnson Construction Inc:					74,170.43	74,170.43		
Karp, Neu, Hanlon P.c.								
1100	Karp, Neu, Hanlon P.c.	093015	PARKS and Recreation	09/30/2015	206.00	.00		
1100	Karp, Neu, Hanlon P.c.	093015-	RIFLE ANIMAL SHELTER ANNE	09/30/2015	687.00	.00		
1100	Karp, Neu, Hanlon P.c.	093015.	wATER	09/30/2015	1,156.50	.00		
1100	Karp, Neu, Hanlon P.c.	093015..	HOSPITAL	09/30/2015	494.50	.00		
1100	Karp, Neu, Hanlon P.c.	093015/	RIFLE SUPERCENTER MINOR S	09/30/2015	537.50	.00		
1100	Karp, Neu, Hanlon P.c.	23273	GENERAL LEGAL	09/30/2015	6,512.35	.00		
1100	Karp, Neu, Hanlon P.c.	23274	GARFIELD COUNTY	09/30/2015	95.00	.00		
1100	Karp, Neu, Hanlon P.c.	23276	GENERAL PLANNING	09/30/2015	461.50	.00		
1100	Karp, Neu, Hanlon P.c.	23279	AIRPORT/	09/30/2015	931.00	.00		
Total Karp, Neu, Hanlon P.c.:					11,081.35	.00		
KIMBALL MIDWEST								
7016	KIMBALL MIDWEST	4455303	ADHESIVE	09/22/2015	47.96	.00		
Total KIMBALL MIDWEST:					47.96	.00		
Kroger/King Sooper Cust Charge								
3015	Kroger/King Sooper Cust Charge	064747	FOOD SUPPLIES	09/29/2015	96.98	96.98	10/09/2015	
3015	Kroger/King Sooper Cust Charge	087008	FOOD SUPPLES	09/22/2015	24.94	24.94	10/09/2015	
3015	Kroger/King Sooper Cust Charge	087008	SUPPLIES	09/22/2015	10.97	10.97	10/09/2015	
3015	Kroger/King Sooper Cust Charge	097052	FOOD SUPPLES	10/06/2015	177.09	177.09	10/09/2015	
3015	Kroger/King Sooper Cust Charge	133839	FOOD SUPPLIES	09/30/2015	60.25	60.25	10/09/2015	
Total Kroger/King Sooper Cust Charge:					370.23	370.23		
L.A.W.S.								
5769	L.A.W.S.	10085	LAWS LED AUX LIGHT	08/24/2015	7,984.64	7,984.64	10/02/2015	
Total L.A.W.S.:					7,984.64	7,984.64		
Lewan & Associates, Inc								
1191	Lewan & Associates, Inc	789250	B&W METER	09/30/2015	4.05	4.05	10/09/2015	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Lewan & Associates, Inc:					4.05	4.05		
LIVINGSTON, TOBIAS								
7290	LIVINGSTON, TOBIAS	100815	TALENT FEE	10/08/2015	150.00	150.00	10/09/2015	
Total LIVINGSTON, TOBIAS:					150.00	150.00		
MASON, GAIL								
7388	MASON, GAIL	100815	TALENT FEE	10/08/2015	150.00	150.00	10/09/2015	
Total MASON, GAIL:					150.00	150.00		
Meadow Gold Dairies								
1105	Meadow Gold Dairies	50224297	DAIRY PRODUCTS/SENIOR CT	09/17/2015	118.79	.00		
1105	Meadow Gold Dairies	50224389	DAIRY PRODUCTS/SENIOR CT	09/24/2015	173.67	.00		
1105	Meadow Gold Dairies	50224474	DAIRY PRODUCTS/SENIOR CT	10/01/2015	53.51	.00		
Total Meadow Gold Dairies:					345.97	.00		
Mesa County Health Department								
5846	Mesa County Health Department	2888-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2889-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2890-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2891-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2892-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2893-15	Water Testing	10/06/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2931-15	Water Testing	10/07/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2932-15	Water Testing	10/07/2015	20.00	20.00	10/09/2015	
5846	Mesa County Health Department	2933-15	Water Testing	10/07/2015	20.00	20.00	10/09/2015	
Total Mesa County Health Department :					180.00	180.00		
MICRO PLASTICS								
6568	MICRO PLASTICS	108588	NAME TAGS	09/29/2015	61.15	.00		
6568	MICRO PLASTICS	108639	BRASS PLATE	09/30/2015	81.46	.00		
Total MICRO PLASTICS:					142.61	.00		
Millers Dry Goods								
1653	Millers Dry Goods	112796	JACKETS	09/29/2015	207.43	207.43	10/09/2015	
1653	Millers Dry Goods	112932	JACKET	10/08/2015	219.90	219.90	10/09/2015	
Total Millers Dry Goods:					427.33	427.33		
MOLTZ CONSTRUCTION INC								
7107	MOLTZ CONSTRUCTION INC	100115	RRWPF GMP #1	10/01/2015	977,234.73	977,234.73	10/09/2015	
7107	MOLTZ CONSTRUCTION INC	100115	Construction of 2 mg tank	10/01/2015	215,532.53	215,532.53	10/09/2015	
Total MOLTZ CONSTRUCTION INC:					1,192,767.26	1,192,767.2		
MOUNTAIN HIGH PAINT								
5384	MOUNTAIN HIGH PAINT	2872	PAINT	09/30/2015	48.74	.00		
Total MOUNTAIN HIGH PAINT:					48.74	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Mountain Roll-offs, Inc.								
6067	Mountain Roll-offs, Inc.	198702	PORTABLE RESTROOMS	10/08/2015	1,005.00	1,005.00	10/09/2015	
6067	Mountain Roll-offs, Inc.	286996	PORTABLE RESTROOMS	10/08/2015	595.00	595.00	10/09/2015	
Total Mountain Roll-offs, Inc.:					1,600.00	1,600.00		
Mountain West Office Products								
2573	Mountain West Office Products	0579847-001	supplies	08/05/2015	44.85	44.85	10/09/2015	
2573	Mountain West Office Products	0579847-001	supplies	08/05/2015	35.69	35.69	10/09/2015	
2573	Mountain West Office Products	0581562-001	supplies	09/23/2015	9.02	.00		
Total Mountain West Office Products:					89.56	80.54		
Mr Power S/Sandor Drucker								
4989	Mr Power S/Sandor Drucker	339	DAILY WATERING	10/04/2015	1,155.00	1,155.00	10/09/2015	
Total Mr Power S/Sandor Drucker:					1,155.00	1,155.00		
MUNIREVS. LLC								
7375	MUNIREVS. LLC	281	FINAL IMPLEMENTATION COST	09/30/2015	5,791.89	5,791.89	10/09/2015	
Total MUNIREVS. LLC:					5,791.89	5,791.89		
Napa Auto Parts								
1110	Napa Auto Parts	397295	EXTRACTOR	09/08/2015	6.99	.00		
1110	Napa Auto Parts	399301	Cleaner	09/23/2015	10.58	.00		
1110	Napa Auto Parts	399960	FITTING	09/28/2015	128.81	.00		
1110	Napa Auto Parts	399976	KITS	09/28/2015	22.44	.00		
1110	Napa Auto Parts	400067	FUEL FILTER	09/29/2015	111.94	.00		
1110	Napa Auto Parts	400111	SUPER DUTY GREASE	09/29/2015	27.14	.00		
1110	Napa Auto Parts	400328	CONNECTOR	10/01/2015	10.69	.00		
1110	Napa Auto Parts	400784	CLAMP	10/05/2015	8.40	.00		
1110	Napa Auto Parts	400874	TRIANGLE	10/06/2015	63.98	.00		
Total Napa Auto Parts:					376.99	.00		
NEW FRONTIER TOURING								
7377	NEW FRONTIER TOURING	093015	NEW FRONTIER TOURING DEP	09/30/2015	2,000.00	2,000.00	10/02/2015	
Total NEW FRONTIER TOURING:					2,000.00	2,000.00		
NUTECH SPECIALTIES, INC								
5849	NUTECH SPECIALTIES, INC	136810	ASSORTED RAGS	09/30/2015	50.00	.00		
Total NUTECH SPECIALTIES, INC:					50.00	.00		
O'REILLY AUTO PARTS								
6790	O'REILLY AUTO PARTS	3761-393053	OIL FILTER	09/11/2015	103.77	.00		
6790	O'REILLY AUTO PARTS	3761-393054	OIL FILTER	09/11/2015	3.73	.00		
6790	O'REILLY AUTO PARTS	3761-393056	OIL FILTER	09/11/2015	6.47	.00		
6790	O'REILLY AUTO PARTS	3761-395354	LED MINI	09/25/2015	49.98	.00		
6790	O'REILLY AUTO PARTS	3761-396069	FUEL FILTER	09/29/2015	7.88	.00		
6790	O'REILLY AUTO PARTS	3761-396076	FUEL FILTER	09/29/2015	3.69	.00		
6790	O'REILLY AUTO PARTS	3761-396126	FUEL FILTER	09/30/2015	44.64	.00		
6790	O'REILLY AUTO PARTS	3761-396137	FLR LNR FRNT	09/30/2015	92.99	.00		
6790	O'REILLY AUTO PARTS	3761-396163	BATTERY	09/30/2015	38.99	.00		
6790	O'REILLY AUTO PARTS	3761-396169	BATTERY	09/30/2015	36.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6790	O'REILLY AUTO PARTS	3761-396467	LIFT SUPPORT	10/02/2015	39.80	.00		
6790	O'REILLY AUTO PARTS	3761-396470	FUEL FILTER	10/02/2015	22.52	.00		
6790	O'REILLY AUTO PARTS	3761-397018	BLACK SEAL	10/05/2015	40.78	.00		
6790	O'REILLY AUTO PARTS	3761-397035	FUEL FILTER	10/05/2015	35.92-	.00		
6790	O'REILLY AUTO PARTS	3761-397090	FUEL CLEANER	10/05/2015	14.14	.00		
6790	O'REILLY AUTO PARTS	3761-397136	ANTENNA	10/06/2015	13.99	.00		
6790	O'REILLY AUTO PARTS	3761-397218	HOSE CLMP	10/06/2015	14.75	.00		
6790	O'REILLY AUTO PARTS	3761-397464	RUBBER PLUGS	10/08/2015	3.33	.00		
6790	O'REILLY AUTO PARTS	3761-397477	DISC PAD SET	10/08/2015	374.05-	.00		
Total O'REILLY AUTO PARTS:					137.88-	.00		
ORRISON DISTRIBUTING								
7130	ORRISON DISTRIBUTING	12631	LIQUOR UTE THEATER	10/07/2015	173.90	173.90	10/08/2015	
Total ORRISON DISTRIBUTING:					173.90	173.90		
Pitney Bowes, Inc								
1194	Pitney Bowes, Inc	385036	REPAIR POSTAGE MACHINE	10/03/2015	366.00	366.00	10/09/2015	
Total Pitney Bowes, Inc:					366.00	366.00		
Platinum Plus For Business								
4240	Platinum Plus For Business	CHANEY 0911	SUPPLIES	09/11/2015	35.95	35.95	10/02/2015	
4240	Platinum Plus For Business	KEHOE 09111	AMAZON PMTS	09/11/2015	646.10	646.10	10/02/2015	
4240	Platinum Plus For Business	KUPER 09111	SOS REGISTRATION FEE	09/11/2015	10.00	10.00	10/02/2015	
4240	Platinum Plus For Business	MCCONNELL	RIFLE GAP PICNIC	09/11/2015	144.00	144.00	10/02/2015	
4240	Platinum Plus For Business	ODELL 091115	COMPANY PARTY	09/11/2015	115.23	115.23	10/02/2015	
4240	Platinum Plus For Business	PINA 091115	SUBSCRIPTIONS	09/11/2015	70.00	70.00	10/02/2015	
4240	Platinum Plus For Business	PINA 091115	SUPPLIES	09/11/2015	173.29	173.29	10/02/2015	
4240	Platinum Plus For Business	PINA 091115	TLO MEMBERSHIP	09/11/2015	70.00	70.00	10/02/2015	
4240	Platinum Plus For Business	RYAN 091115	NTOA MEMCERSHIP	09/11/2015	40.00	40.00	10/02/2015	
4240	Platinum Plus For Business	RYAN 091115	TRAINING	09/11/2015	1,497.69	1,497.69	10/02/2015	
4240	Platinum Plus For Business	RYAN 091115	BOOTS	09/11/2015	100.00	100.00	10/02/2015	
4240	Platinum Plus For Business	SOURS 09111	SUPPLIES	09/11/2015	59.56	59.56	10/02/2015	
4240	Platinum Plus For Business	STRAW 09111	LE TRANING	09/11/2015	666.07	666.07	10/02/2015	
4240	Platinum Plus For Business	STURGEON 0	MEETINGS	09/11/2015	141.35	141.35	10/02/2015	
4240	Platinum Plus For Business	TYLER 091115	COUNTY SHERIFFS	09/11/2015	295.00	295.00	10/02/2015	
4240	Platinum Plus For Business	TYLER 091115	EXPEDIA	09/11/2015	354.85	354.85	10/02/2015	
4240	Platinum Plus For Business	WILSON 09111	BLACKHAWK TRAINING GUN	09/11/2015	121.40	121.40	10/02/2015	
4240	Platinum Plus For Business	WILSON 09111	SUPPLIES	09/11/2015	21.62	21.62	10/02/2015	
4240	Platinum Plus For Business	WILSON 09111	SUPPLIES	09/11/2015	111.12	111.12	10/02/2015	
Total Platinum Plus For Business:					4,673.23	4,673.23		
POOR BOYS LEASING LLC								
7387	POOR BOYS LEASING LLC	100515	SIGN PERMIT 99229 1842 ENTE	10/05/2015	80.00	80.00	10/09/2015	
Total POOR BOYS LEASING LLC:					80.00	80.00		
PROFESSIONAL TREE &								
7115	PROFESSIONAL TREE &	36128	PRESSURE SWITCH	09/18/2015	37.03	.00		
7115	PROFESSIONAL TREE &	36145	CHECK VALVE	09/22/2015	94.09	.00		
Total PROFESSIONAL TREE &:					131.12	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Prunty, Brian								
3769	Prunty, Brian	100815	REIMBURSEMENT LUNCH	10/08/2015	8.69	8.69	10/09/2015	
Total Prunty, Brian:					8.69	8.69		
Quill Corporation								
1563	Quill Corporation	006680528	SUPPLIES	08/10/2015	119.73	119.73	10/02/2015	
1563	Quill Corporation	006744603	SUPPLIES	08/12/2015	34.49	34.49	10/02/2015	
Total Quill Corporation:					154.22	154.22		
RABOBANK NA								
7214	RABOBANK NA	007715100407	PUMP STATION	10/01/2015	5,059.23	5,059.23	10/09/2015	
Total RABOBANK NA:					5,059.23	5,059.23		
Recreation Fee Refunds								
5960	Recreation Fee Refunds	201157002	REC FEE REFUND	06/26/2015	35.00	35.00	10/02/2015	
Total Recreation Fee Refunds:					35.00	35.00		
Rifle Creek Stone Inc								
4406	Rifle Creek Stone Inc	38504	CRUSHER FINES	09/16/2015	192.30	.00		
Total Rifle Creek Stone Inc:					192.30	.00		
Rifle Lock & Safe, LLC								
1132	Rifle Lock & Safe, LLC	33898	LEVERS/LOCKS	09/10/2015	294.10	294.10	10/09/2015	
1132	Rifle Lock & Safe, LLC	33931	DUP KEYS	10/12/2015	11.75	.00		
Total Rifle Lock & Safe, LLC:					305.85	294.10		
Rifle Truck & Trailer								
4753	Rifle Truck & Trailer	10456	CHAIN	09/30/2015	59.98	.00		
4753	Rifle Truck & Trailer	10507	WHEEL BEARING PACK-TRAILER	10/07/2015	790.90	.00		
Total Rifle Truck & Trailer:					850.88	.00		
ROCK LEONARD CONST CO.								
7383	ROCK LEONARD CONST CO.	092815	BULIDING PERMIT REFUND-#99	09/28/2015	3,000.00	3,000.00	10/02/2015	
Total ROCK LEONARD CONST CO.:					3,000.00	3,000.00		
ROCKY MOUNTAIN RESERVE								
7188	ROCKY MOUNTAIN RESERVE	2134925	MONTHLY BASE FEE	10/01/2015	171.25	171.25	10/09/2015	
Total ROCKY MOUNTAIN RESERVE:					171.25	171.25		
RODRIGUEZ, DAVID								
7389	RODRIGUEZ, DAVID	100815	TALENT FEE	10/08/2015	150.00	150.00	10/09/2015	
Total RODRIGUEZ, DAVID:					150.00	150.00		
SHDP RF I LLC								
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	111.32	111.32	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	177.80	177.80	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	520.14	520.14	10/09/2015	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	676.66	676.66	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	1,523.97	1,523.97	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	259.01	259.01	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	1,376.13	1,376.13	10/09/2015	
7019	SHDP RF I LLC	42277	SOLAR	10/07/2015	119.99	119.99	10/09/2015	
Total SHDP RF I LLC:					4,765.02	4,765.02		
SUMMIT SWEEPING SERVICE, LLC								
5234	SUMMIT SWEEPING SERVICE,	6456	SWEEPING PARKING LOT	10/01/2015	210.00	.00		
Total SUMMIT SWEEPING SERVICE, LLC:					210.00	.00		
SunEdison, LLC/SunE U6 holding								
5833	SunEdison, LLC/SunE U6 holding	781510040758	energy innovation center	10/01/2015	13,869.03	13,869.03	10/02/2015	
Total SunEdison, LLC/SunE U6 holding:					13,869.03	13,869.03		
Swallow Oil Company								
1143	Swallow Oil Company	1816 093015	DIESEL	09/30/2015	1,186.34	.00		
1143	Swallow Oil Company	1816 093015	UNLEAD	09/30/2015	2,673.06	.00		
1143	Swallow Oil Company	1835 093015	car wash/	09/30/2015	6.50	.00		
Total Swallow Oil Company:					3,865.90	.00		
SWISHER								
7314	SWISHER	1070298	OFFENSE 5 GAL	09/17/2015	386.60	.00		
Total SWISHER:					386.60	.00		
THE DRUG TESTING PLACE								
6995	THE DRUG TESTING PLACE	215362	TRAINING CLASS	10/01/2015	600.00	.00		
Total THE DRUG TESTING PLACE:					600.00	.00		
THE RIFLE GROUP								
7385	THE RIFLE GROUP	092815	BULIDING PERMIT REFUND 899	09/28/2015	230.09	230.09	10/02/2015	
Total THE RIFLE GROUP:					230.09	230.09		
Timber Line Electric & Control								
1358	Timber Line Electric & Control	18658	GLOBAL CARE SOFTWARE RE	08/26/2015	1,865.00	1,865.00	10/09/2015	
Total Timber Line Electric & Control:					1,865.00	1,865.00		
Tisco Inc/Energy Equip-GrandJct								
6485	Tisco Inc/Energy Equip-GrandJct	10624 093015	SUPPLIES	09/30/2015	54.93	.00		
6485	Tisco Inc/Energy Equip-GrandJct	10626 093015	SUPPLIES	09/30/2015	235.57	.00		
Total Tisco Inc/Energy Equip-GrandJct:					290.50	.00		
TOMPKINS, PRESTON								
7390	TOMPKINS, PRESTON	100815	TALENT FEE	10/08/2015	150.00	150.00	10/09/2015	
Total TOMPKINS, PRESTON:					150.00	150.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TRANSWEST TRUCK TRAILER RV								
6846	TRANSWEST TRUCK TRAILER	4252120009	FEATURE 5 GALLON	07/31/2015	351.98	351.98	10/09/2015	
6846	TRANSWEST TRUCK TRAILER	452800004	MIRROR	10/07/2015	59.54	.00		
Total TRANSWEST TRUCK TRAILER RV:					411.52	351.98		
True Brew Coffee Service								
4141	True Brew Coffee Service	171251	COFFEE	10/01/2015	86.71	.00		
Total True Brew Coffee Service:					86.71	.00		
United Site Services Inc								
4811	United Site Services Inc	114-3267748	ROLLOFF 12 YD	08/31/2015	265.00	.00		
4811	United Site Services Inc	114-3267750	STANDARD RESTROOMS	08/31/2015	265.00	.00		
4811	United Site Services Inc	114-3267751	STANDARD RESTROOMS	08/31/2015	265.00	.00		
4811	United Site Services Inc	114-3303463	STANDARD RESTROOMS	09/15/2015	252.00	.00		
4811	United Site Services Inc	114-3356799	STANDARD RESTROOM DEERF	09/30/2015	928.00	.00		
4811	United Site Services Inc	114-3356801	STANDARD RESTROOM JOYCE	09/30/2015	116.00	.00		
4811	United Site Services Inc	114-3356802	STANDARD RESTROOM METR	09/30/2015	232.00	.00		
4811	United Site Services Inc	114-3356803	STANDARD RESTROOM HEINZ	09/30/2015	99.75	.00		
4811	United Site Services Inc	114-3356804	STANDARD RESTROOM DAVID	09/30/2015	232.00	.00		
4811	United Site Services Inc	114-3356805	STANDARD RESTROOM CENTE	09/30/2015	580.00	.00		
4811	United Site Services Inc	114-3356806	STANDARD RESTROOM SNO C	09/30/2015	147.50	.00		
4811	United Site Services Inc	114-3356807	STANDARD RESTROOMS	09/30/2015	147.50	.00		
4811	United Site Services Inc	114-3356808	STANDARD RESTROOMS	09/30/2015	136.50	.00		
4811	United Site Services Inc	114-3356809	STANDARD RESTROOMS	09/30/2015	136.50	.00		
4811	United Site Services Inc	114-3356810	STANDARD RESTROOMS	09/30/2015	295.00	.00		
4811	United Site Services Inc	114-3356811	STANDARD RESTROOMS	09/30/2015	136.50	.00		
4811	United Site Services Inc	114-3356812	STANDARD RESTROOMS	09/30/2015	295.00	.00		
4811	United Site Services Inc	114-3356813	STANDARD RESTROOMS	09/30/2015	273.00	.00		
4811	United Site Services Inc	114-3356814	STANDARD RESTROOMS	09/30/2015	442.50	.00		
4811	United Site Services Inc	114-3356817	STANDARD RESTROOMS	09/30/2015	65.00	.00		
4811	United Site Services Inc	114-3356818	STANDARD RESTROOMS	09/30/2015	265.00	.00		
4811	United Site Services Inc	114-3356842	STANDARD RESTROOMS	09/30/2015	63.00	.00		
Total United Site Services Inc:					5,637.75	.00		
US FOODS								
7205	US FOODS	5585496	FOOD SUPPLIES	09/17/2015	859.71	.00		
7205	US FOODS	5710038	FOOD SUPPLIES	09/24/2015	1,062.40	.00		
7205	US FOODS	5845549	FOOD SUPPLIES	10/01/2015	1,262.32	.00		
Total US FOODS:					3,184.43	.00		
V.I.P. Trash Services LLC								
3347	V.I.P. Trash Services LLC	66956	MONTHLY CHARGES	09/01/2015	150.00	150.00	10/09/2015	
Total V.I.P. Trash Services LLC:					150.00	150.00		
Valley Lumber								
1018	Valley Lumber	12598	SUPPLIES	08/19/2015	141.44	141.44	10/09/2015	
1018	Valley Lumber	12922	SUPPLIES	08/27/2015	48.52	48.52	10/09/2015	
1018	Valley Lumber	12938	SUPPLIES	08/27/2015	48.83	48.83	10/09/2015	
1018	Valley Lumber	13974	SUPPLIES	09/23/2015	6.98	.00		
1018	Valley Lumber	14240	SUPPLIES	09/29/2015	63.49	.00		
1018	Valley Lumber	14259	SUPPLIES	09/30/2015	3.99	.00		
1018	Valley Lumber	14263	SUPPLIES	09/30/2015	93.89	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1018	Valley Lumber	14272	SUPPLIES	09/30/2015	7.47	.00		
1018	Valley Lumber	14277	SUPPLIES	09/30/2015	4.99	.00		
1018	Valley Lumber	14286	SUPPLIES	09/30/2015	21.98	.00		
1018	Valley Lumber	14301 100115	SUPPLIES	10/01/2015	12.74	.00		
1018	Valley Lumber	14321	SUPPLIES	10/01/2015	7.79	.00		
1018	Valley Lumber	14345	SUPPLIES	10/01/2015	31.98	.00		
1018	Valley Lumber	14354	SUPPLIES	10/02/2015	10.98	.00		
1018	Valley Lumber	14383	SUPPLIES	10/02/2015	17.98	.00		
1018	Valley Lumber	14387	SUPPLIES	10/02/2015	2.00	.00		
1018	Valley Lumber	14435	SUPPLIES	10/05/2015	6.98	.00		
1018	Valley Lumber	14441	SUPPLIES	10/05/2015	73.00	.00		
1018	Valley Lumber	14477	SUPPLIES	10/06/2015	21.47	.00		
1018	Valley Lumber	14516	SUPPLIES	10/06/2015	24.45	.00		
Total Valley Lumber:					650.95	238.79		
Walmart Community								
2960	Walmart Community	002660	supplies	10/02/2015	6.95	6.95	10/09/2015	
Total Walmart Community:					6.95	6.95		
Wells Fargo Bank Mn Na								
3858	Wells Fargo Bank Mn Na	092815	OBI:CWRPDA-SWRP/COLO WT	09/28/2015	2,792.09	2,792.09	10/02/2015	
3858	Wells Fargo Bank Mn Na	092815	OBI:CWRPDA-SWRP/COLO WT	09/28/2015	6,250.00	6,250.00	10/02/2015	
Total Wells Fargo Bank Mn Na:					9,042.09	9,042.09		
Western Slope Beverage								
6606	Western Slope Beverage	3073094	BOTTLED WATER	09/08/2015	21.05	.00		
6606	Western Slope Beverage	3073095	BOTTLED WATER	09/08/2015	41.60	.00		
6606	Western Slope Beverage	3073235	BOTTLED WATER	09/15/2015	21.05	.00		
6606	Western Slope Beverage	3073236	BOTTLED WATER	09/15/2015	21.05	.00		
6606	Western Slope Beverage	3073397	BOTTLED WATER	09/21/2015	14.20	.00		
6606	Western Slope Beverage	3073420	BOTTLED WATER	09/22/2015	2.20	.00		
6606	Western Slope Beverage	747701	BOTTLED WATER	09/28/2015	14.20	.00		
6606	Western Slope Beverage	747702	BOTTLED WATER	09/28/2015	14.20	.00		
6606	Western Slope Beverage	9244224	BOTTLED WATER	09/09/2015	41.60	.00		
Total Western Slope Beverage:					191.15	.00		
Western Slope Communications								
6195	Western Slope Communications	314-00005-000	ADVERTISEMENT	08/30/2015	640.00	640.00	10/09/2015	
6195	Western Slope Communications	314-00006-000	ADVERTISEMENT	08/30/2015	500.00	500.00	10/09/2015	
6195	Western Slope Communications	314-00007-000	PACKAGE RATE	08/30/2015	320.00	320.00	10/09/2015	
Total Western Slope Communications:					1,460.00	1,460.00		
Xcel Energy Inc								
1120	Xcel Energy Inc	473379748	250 E 16TH ST	09/28/2015	13.57	13.57	10/09/2015	
1120	Xcel Energy Inc	473612392	2575 W CENTENNIAL PKWY	09/30/2015	24.43	24.43	10/09/2015	
1120	Xcel Energy Inc	473727036	2515 W CENTENNIAL PKWY BL	09/30/2015	36.05	36.05	10/09/2015	
1120	Xcel Energy Inc	473728664	2515 W CENTENNIAL PKWY BL	09/30/2015	44.03	44.03	10/09/2015	
1120	Xcel Energy Inc	473781992	FLASHER/SPRINKLER	10/01/2015	20.23	20.23	10/09/2015	
1120	Xcel Energy Inc	473782176	TRAFFIC LIGHT	10/01/2015	72.31	72.31	10/09/2015	
1120	Xcel Energy Inc	473794943	CLOCK	10/01/2015	6.21	6.21	10/09/2015	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Xcel Energy Inc:					216.83	216.83		
Xerox Corporation								
6242	Xerox Corporation	081550051	BASE CHARGE	10/01/2015	266.27	266.27	10/09/2015	
Total Xerox Corporation:					266.27	266.27		
Youth Zone								
1083	Youth Zone	083115	CREDIT/ASSESSMENT & RECOM	08/31/2015	750.00	750.00	10/09/2015	
Total Youth Zone:					750.00	750.00		
Zee Medical, Inc								
1381	Zee Medical, Inc	0011152238	supplies	09/30/2015	153.10	.00		
Total Zee Medical, Inc:					153.10	.00		
Ziegler, James								
4215	Ziegler, James	09241518195	NUT DRIVER	09/24/2015	381.85	.00		
4215	Ziegler, James	10061518419	BOLT	10/06/2015	446.75	.00		
4215	Ziegler, James	10061518420	SAFETY EQUIPMENT	10/06/2015	98.00	.00		
Total Ziegler, James:					926.60	.00		
Grand Totals:					1,833,374.29	1,783,660.3		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Paid and unpaid invoices included.

[City of Rifle Letterhead]

October 16, 2015

Paul Adams and Clay Crossland
Oak Grove Ventures, LLC
P.O. Box 710
Basalt, Colorado 81621

Re: Rifle Creek Plaza Lots B, C and D/Wapiti Park Lots 9 and 10 Land Exchange

Dear Clay and Paul:

The City of Rifle (the "City") would like to memorialize the terms of our recent negotiations with Oak Grove Ventures, LLC ("Oak Grove") in this Letter of Intent for the exchange of real property. The City owns Lots B, C, and D, Rifle Creek Plaza as shown on Exhibit A attached hereto and incorporated herein by this reference with a mutually agreed upon value of \$20.00 per square foot and it would like to convey that property ("City Property") to Oak Grove in exchange for Lots 9 and 10, Wapiti Park Subdivision which Oak Grove owns with a mutually agreed upon value of \$12.00 per square foot ("Wapiti Property") (the "Property Exchange"). The Property Exchange will result in a balance due from the City to Oak Grove in the amount of \$187,124.00 payable at Closing on the Property Exchange which the Rifle Regional Economic Development Corporation ("RREDC") has agreed to contribute to this transaction on behalf of the City by separate agreement. The parties agree to negotiate only with each other regarding the conveyance or development of their respective properties, with the intermediary assistance of the RREDC, through December 31, 2015, by which date the Closing on the Property Exchange should occur.

This Property Exchange is intended to spur development and economic activity in the City. The City, in conjunction with the RREDC, has an interested developer for a project on the Wapiti Property which is only feasible with assistance from the RREDC. That project will attract additional development of Oak Grove's remaining lots in Wapiti Park Subdivision and to neighboring properties. By conveying the City Property to Oak Grove, the City desires to see development of these lots as soon as possible. The City and the RREDC will continue to solicit development attention to Rifle Creek Plaza, which is a vital part of the City. As a condition of the Property Exchange, Oak Grove agrees to provide the City an Option to repurchase any undeveloped portion of the City Property for three years at the same price as valued above and in a form substantially similar to the Option Agreement attached hereto as Exhibit B and incorporated herein by this reference. Likewise, the City agrees to provide Oak Grove an Option to repurchase any undeveloped portion of the Wapiti Property for three years at the same price as valued above and in a form substantially similar to the Option Agreement attached hereto as Exhibit C and incorporated herein by this reference

Prior to Closing, Oak Grove acknowledges that the City will record a Declaration encumbering Rifle Creek Plaza Subdivision to establish an unincorporated association to charge a common area maintenance fee for Rifle Creek Plaza. The Declaration will be in a form

substantially similar to that attached hereto as Exhibit D and incorporated herein by this reference.

Of further note, a temporary pedestrian easement encumbers Lot C of Rifle Creek Plaza; however, by its own terms it will be vacated upon the development of Lot C. In addition, each lot will need a separate water meter installed with no tap fee due and Oak Grove will be responsible for the monthly water service charge and maintaining the native grasses established on each lot

The purpose of this Letter of Intent is only to set out the basic terms and conditions currently contemplated by the parties, and, except with respect to the parties' obligation to negotiate exclusively with the each other with respect to their respective properties, it is not intended to be a binding agreement upon the City or Oak Grove. No party may claim any legal rights against the other by reason of any actions taken in reliance upon this Letter of Intent, including, without limitation, any partial performance of the transactions contemplated herein. In no event shall this instrument impose an obligation on either party to consummate the transaction, but shall only detail the parties present intentions regarding the basic terms of an agreement should the parties agree to consummate the transactions contemplated herein at a later date.

The City has signed below and requests your signature on this Letter of Intent on behalf of Oak Grove. We look forward to closing this transaction for both parties mutual benefit.

CITY OF RIFLE, COLORADO

Matt Sturgeon, City Manager

OAK GROVE VENTURES, LLC

_____, Manager

James S. Neu
jsn@mountainlawfirm.com

Sander N. Karp*
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
James F. Fosnaught
Jeffrey J. Conklin
Andrew A. Mueller

** Fellow of the College of
Labor and Employment
Lawyers*

Matthew L. Trinidad
Patrick L. Barker
Jon T. Hoistad
Delphine F. Janey

Of Counsel
Richard I. Zuber**
Anna S. Itenberg
Greg S. Russi
Hollie L. Wieland

*** Fellow of the American
Academy of Matrimonial Lawyers*

Glenwood Springs Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

*Aspen Office****
323 W. Main Street, Suite 301
Aspen, CO 81611

Telephone: (970) 945-2261
Facsimile: (970) 945-7336
www.mountainlawfirm.com

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

October 14, 2015

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

Re: October 21, 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 October 21, 2015 Rifle City Council Meeting.

1. Ordinance No. 19, Series of 2015 (Garfield County Airport and Road and Bridge Facility Disconnection). Garfield County recently purchased four parcels shown on the enclosed exhibit. Three are adjacent to the Garfield County Airport and one is adjacent to the Road and Bridge Facility, all for future expansion of those facilities. The four parcels are in the City annexed recently as part of the Rifle Airpark PUD, yet the Airport and the Road and Bridge Facility are both in the County. To avoid confusing mixed jurisdiction with these merged properties, the County requested that the City disconnect, or de-annex, the four parcels so they fall back under County jurisdiction. Ordinance No. 19, Series of 2015 accomplishes the disconnection and is on your consent agenda for second reading. Disconnection of property from the City is an unusual action, but because Garfield County does not pay property taxes and the future development of the parcels will be by the County, the City is not losing any potential future tax base or revenue. The City provides water and sewer service to both the Airport and the Road and Bridge Facility pursuant to an IGA updated in 2010.

2. Ordinance Nos. 20 and 21, Series of 2015 (Grand River Hospital District Annexation and Zoning). The Grand River Hospital District desires to annex Property into the City and zone it Developing Resource. The enclosed Ordinance No. 20, Series of 2015 annexes the Property and Ordinance No. 21, Series of 2015 zones the Property Developing Resources (DR) Zone District, and both ordinances are on your consent agenda for second reading. The Planning Department's staff report will provide additional information on this annexation.

3. Ordinance Nos. 22 and 23, Series of 2015 (Rifle Animal Shelter Annexation and Zoning). The Garfield County Animal Welfare Foundation, Inc., dba Friends of the Rifle Animal Shelter is under contract to purchase 3.969 acres of land from Maurice and Eileen Brown next to the Rifle High School. The parties desire to annex the Property into the City and zone it Public (PZ) Zone District to construct a new animal shelter and their statement of purpose is included in our packet. For your consideration on second reading are Ordinance No. 22, Series of 2015 annexing the Property and Ordinance No. 23, Series of 2015 zoning the Property Public (PZ) Zone District. The Planning Department's staff report will also provide additional information.

4. U.S. Department of Energy Cooperative Agreement Amendment. The U.S. Department of Energy (DOE), the City of Rifle, Garfield County and the Colorado Department of Public Health and Environment entered into a Cooperative Agreement in 2001 to mitigate groundwater contamination issues related to uranium mine tailings from the Rifle UMTRA Sites. A major component of the Agreement was the DOE's funding of a water main to serve West Rifle allowing properties to connect to the City's water system; therefore, Rifle is generally thought of as the recipient of funds under the Agreement. However, if a property was unable to connect to the City's water system, the DOE obligated \$99,000 for the installation of individual reverse osmosis systems. Only one property utilized that provision in the last 14 years and the DOE would like to de-obligate those funds. Enclosed is a letter from Rich Bush with the DOE explaining the request to Garfield County's Manager since the only properties not connecting to the City's water system would be in the County's jurisdiction. The County Commissioners approved the Amendment to the Cooperative agreement de-obligating these funds at its October 5th meeting and the City also needs to approve the Amendment since it is a multi-party agreement. In the event a property in the County needs a reverse osmosis system, the DOE will still provide the funds for that system.

5. Rifle Creek Plaza/Wapiti Park Real Estate Exchange Letter of Intent. The Rifle Regional Economic Development Corporation (RREDC) has been working on a real estate exchange between the City with its vacant lots in Rifle Creek Plaza where Brendan Theatre is located and the developers of Wapiti Park Subdivision on Airport Road. The purpose of the exchange is to spur development in both areas. Enclosed in your packet is a Letter of Intent that sets forth the details of the transaction and the relevant documents as exhibits. The City owns three vacant lots in Rifle Creek Plaza and it will exchange those to Oak Creek Ventures for two lots in Wapiti Park Subdivision. The RREDC has a proposed project that it intends to subsidize on Airport Road and the Wapiti developers are in a good position to try to develop the Rifle Creek Plaza Lots.

The lots are valued based on current square foot estimates and the Wapiti Lots conveyed to the City are worth \$187,124.00 more than the City Lots. The RREDC is contributing this shortfall and we will have a separate agreement regarding that contribution on a future agenda. Michael Langhorne with the RREDC will be at your meeting to explain this multi-party transaction. One of the requirements of the conveyance is that each party

Page 3

has the option to reacquire its property at the same price if it remains undeveloped for three years. This allows the RREDC to continue to search for developers for the Rifle Creek Plaza Lots in the event the Wapiti developers do not develop and ensure that no speculation can occur with the conveyance of the City's Lots. In addition, with other parties owning the Rifle Creek Plaza Lots, the City needs to record a Covenant regarding the allocation and payment of common area maintenance fees for the parking lot.

Before you tonight is a non-binding Letter of Intent to ensure there is support for this transaction, and if approved, we will work on the Contract to Exchange Real Estate for your review and approval in the near future.

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



LiveWell Colorado
HEAL
CITIES & TOWNS
C A M P A I G N

HEAL Cities & Towns Campaign

City of Rifle

October 21, 2015



The Voice of Colorado's Cities and Towns

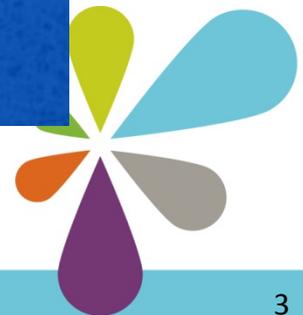
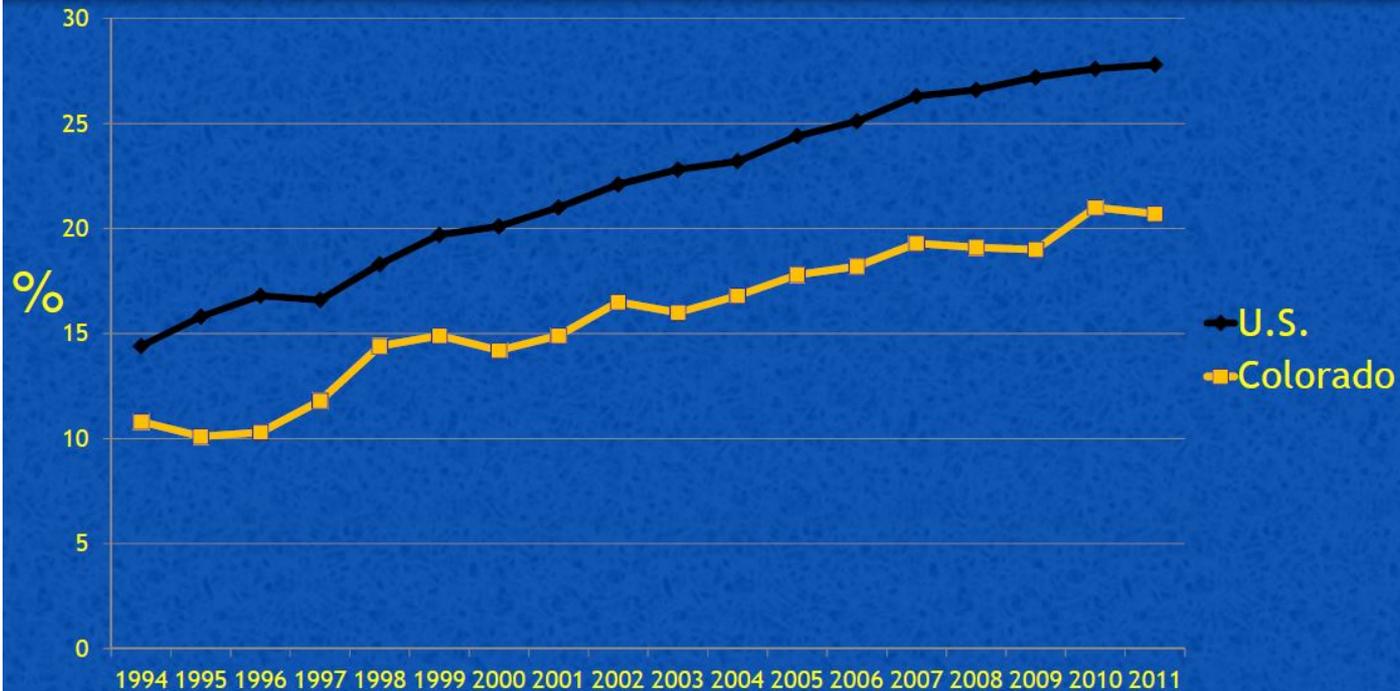
LiveWell Colorado

 LiveWell Colorado is a non-profit organization committed to reducing obesity in Colorado by promoting healthy eating and active living. In addition to educating and inspiring people to make healthy choices, LiveWell Colorado focuses on policy, environmental and lifestyle changes that remove barriers and increase access to healthy behaviors.

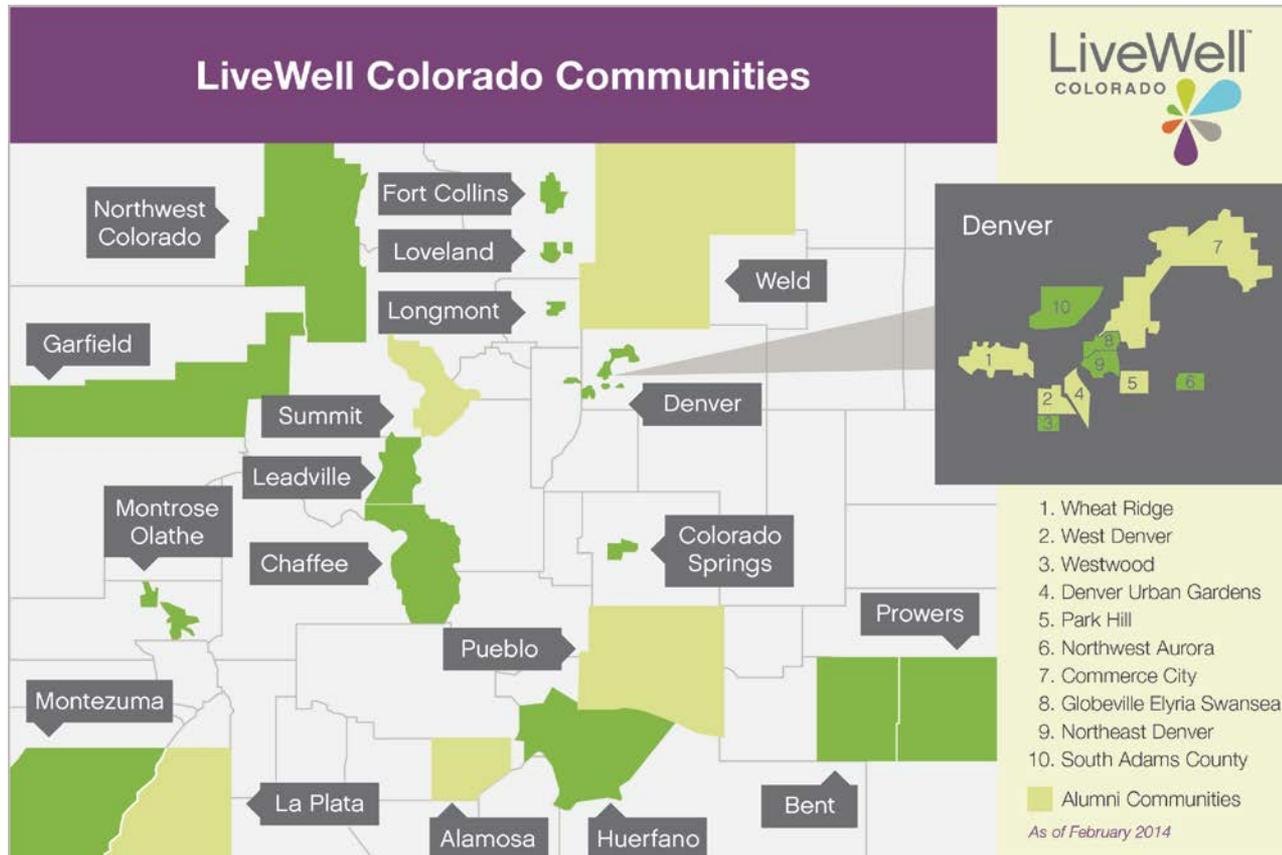


Obesity in Colorado

Obesity in Colorado vs U.S.



LiveWell Communities





- ✿ Started in 2013
- ✿ Grant funded program committed to reducing obesity through HEAL (healthy eating and active living).
- ✿ 100+ coalition members across GarCo
- ✿ Mission: to make GarCo the healthiest county in the state.
 - 42% of Garfield County residents are overweight and 21% are obese (Behavioral Risk Factors Surveillance System from 2009-2010).
- ✿ 6 goals outline in Community Strategic Plan
- ✿ Sign on all Garfield County municipalities to HEAL Cities & Towns Campaign by 2016.





LiveWell Colorado
HEAL
CITIES & TOWNS
C A M P A I G N



The Voice of Colorado's Cities and Towns



Colorado Department
of Public Health
and Environment



Why the Campaign?

- ✿ Engaging municipal officials in promoting HEAL through policy and environmental change
- ✿ HEAL in municipal policies = healthy options for residents
- ✿ Healthy communities = positive economic driver
- ✿ Focus on low- and no-cost solutions



Campaign Focus Areas

 Active Community

 Access to Healthy Food

 Healthy Workplace



Campaign Benefits

- ✿ Use of HEAL Cities & Towns logo
- ✿ Recognition on web site
- ✿ Free technical assistance and training
- ✿ Connecting with resources

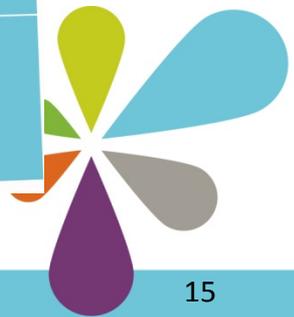
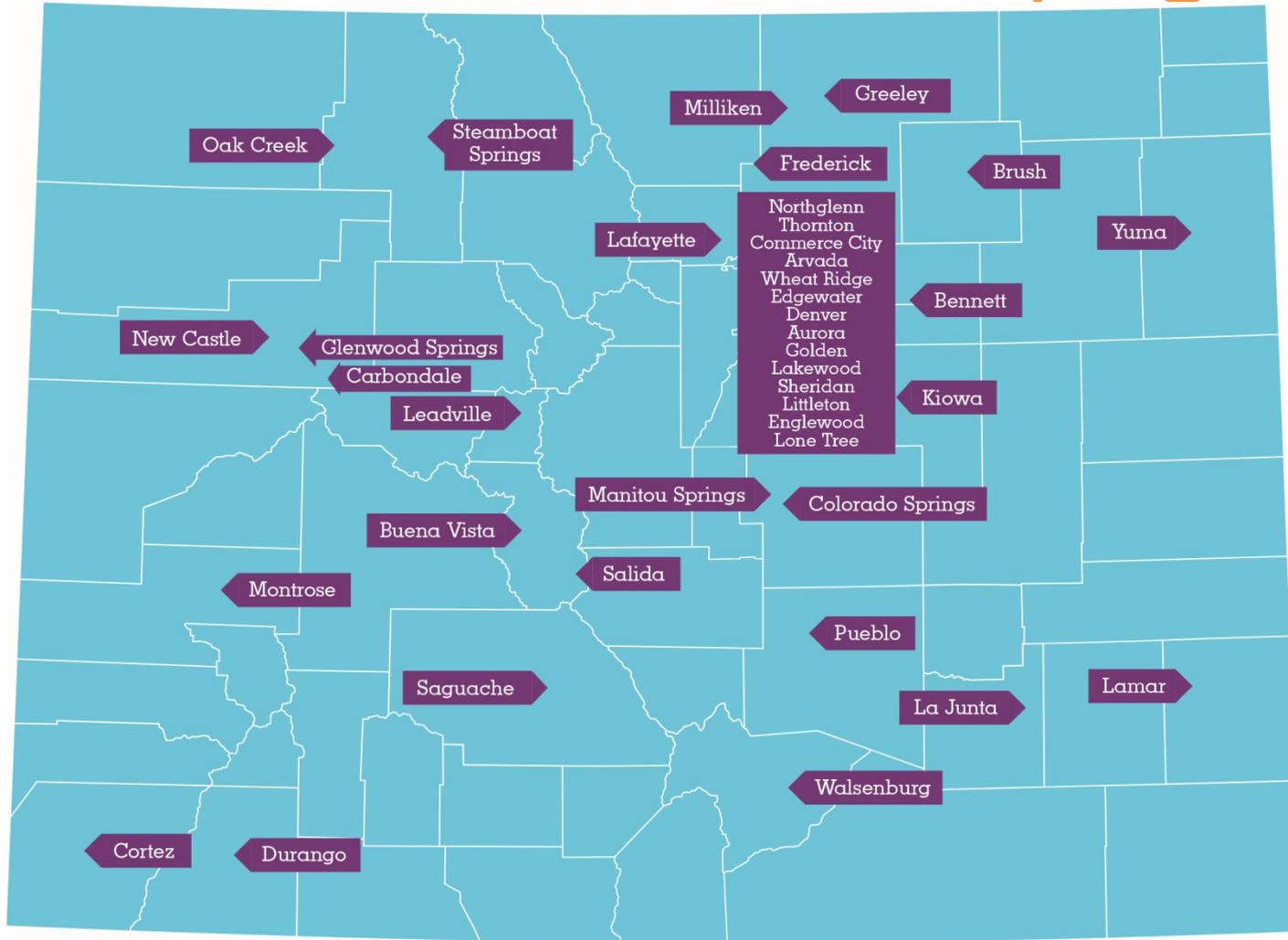


Campaign Benefits

- ✿ Connecting with other municipalities
- ✿ Media Assistance
- ✿ Recognition at CML Regional Meetings
- ✿ Plaque to display in municipal building



Members of the Campaign



Success Stories

Littleton and Cortez

- First “fit” cities in the Campaign

Arvada

- Urban agriculture, farming on city owned land

Milliken

- Grants for skate park and trail completion

La Junta

- Healthy workplace focus & trail plan





Department of Energy
Washington, DC 20585

RECEIVED

SEP 18 2015

September 15, 2015

KARP, NEU, HANLON, P.C.

Mr. Kevin Batchelder, Acting County Manager
Garfield County Administration
108 8th Street, Suite 101
Glenwood Springs, CO 81601

Subject: Cooperative Agreement No. DE-FC13-01GJ79492 for the Rifle Area Water Supply and Institutional Controls

Dear Mr. Batchelder:

As we discussed by phone on September 11, 2015, the Department of Energy (DOE) wishes to deobligate funds from the Cooperative Agreement that Garfield County (County) is a party to, for the Rifle Area Water Supply and Institutional Controls. The purpose of this agreement was to provide funding to extend the municipal water line in the City of Rifle (City), to provide clean water to residents within an institutional control boundary. That boundary was established in order to prevent the use of possibly contaminated groundwater from domestic wells. Areas within the Zone Overlay, shown on the enclosed map and described within the cooperative agreement, may have contaminated soil and groundwater as a result of the historic uranium mill operations at two sites within the City of Rifle.

The water line extension has been completed under this agreement, along with an executed zone overlay that requires residents within the area to hook up to the water line. The agreement has a provision for a reverse osmosis system (R/O). One property within the boundary did exercise that provision. However, the construction is completed and we do not anticipate any further need for providing reverse osmosis units at this time. However, the agreement is still in effect and DOE would provide funding for that eventuality if needed in the future.

DOE is requesting your signature on the enclosed form that will deobligate the remaining funding of \$99,000.44, while all the conditions of the agreement remain in effect. The funding has been in place for 14 years without being expended, and DOE management would like to take it off the books. If someone does request an R/O unit in the future, DOE will provide the necessary funds through our normal procurement process to obligate new funding under this agreement. This normally would take a couple of weeks at most. Once the R/O unit was provided, DOE would be invoiced by the City (as the recipient) for reimbursement. Any such commitments or expenditures would need to be authorized by DOE and funding would need to be put in place prior to an actual purchase.



Mr. Kevin Batchelder

-2-

September 15, 2015

Note that this agreement indicates the awardee is the City of Rifle, and their representative, Mr. Jim Neu, who was involved in the original contracting and construction under this agreement, has agreed to sign off on the deobligation action. However, since the County is also an original signatory of the agreement, we need all parties to agree and sign on the form to effect the action. Once you have signed the Assistance Agreement, please forward to Mr. James Neu, City Attorney for the City of Rifle, Colorado for his signature, then return the signed agreement to me at the address below.

I am willing to attend one of your board meetings to explain further or answer any questions you may have. Please call me at (970) 248-6073 if you have any questions. Please address any correspondence to:

U.S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

Sincerely,



Richard P. Bush
UMTRCA Program Manager

Enclosures

cc w/o enclosures:

W. Naugle, CDPHE

J. Neu, City of Rifle Attorney

D. Groves, DOE-MA (e)

T. Bronennberg, DOE-LM (e)

A. Gil, DOE-LM (e)

C. Carpenter, SN3 (e)

File: RFN 0030.10 (rc grand junction)

LM 0630.05 (rc grand junction)

ASSISTANCE AGREEMENT

1. Award No. DE-FC01-01GJ79492	2. Modification No. 0009	3. Effective Date	4. CFDA No. 81.136
-----------------------------------	-----------------------------	-------------------	-----------------------

5. Awarded To CITY OF RIFLE Attn: BILL SAPPINGTON CITY OF RIFLE CITY HALL 202 RAILROAD AVENUE 109 8TH STREET RIFLE CO 81650	6. Sponsoring Office OFFICE OF LEGACY MANAGEMENT	7. Period of Performance 09/28/2001 through 09/27/2101
--	---	---

8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 31 USC 6304 10 USC 2358	10. Purchase Request or Funding Document No. 15LM000085
---	--	--

11. Remittance Address CITY OF RIFLE CITY OF RIFLE RIFLE CO	12. Total Amount Govt. Share: \$2,603,728.00 Cost Share : \$311,000.00 Total : \$2,914,728.00	13. Funds Obligated This action: -\$99,000.44 Total : \$2,504,727.56
--	--	--

14. Principal Investigator James Neu 970-945-2261	15. Program Manager Richard P. Bush Phone: 970-248-6073	16. Administrator OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585
---	---	--

17. Submit Payment Requests To OR FOR HQ US DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER PO BOX 4937 OAK RIDGE TN 37831	18. Paying Office OR FOR HQ US DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER PO BOX 4937 OAK RIDGE TN 37831	19. Submit Reports To
---	--	-----------------------

20. Accounting and Appropriation Data
See Schedule

21. Research Title and/or Description of Project
GROUNDWATER COMPLIANCE PROJECT UMTRA, RIFLE COLORADO

For the Recipient		For the United States of America	
22a. Signature of Person Authorized to Sign - City of Rifle		25. Signature of Grants/Agreements Officer	
23a. Name and Title	24a. Date Signed	26. Name of Officer Obiajulm Diei-Anene	27. Date Signed
22b. Signature of Person Authorized to Sign - Garfield County			
23b. Name and Title	24b. Date Signed		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FC01-01GJ79492/0009

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF RIFLE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 182774869</p> <p>The purpose of this amendment is to de-obligate \$99,000.44 of funding for cost associated with a reverse osmosis system that is no longer needed.</p> <p>Accordingly,</p> <p>Total obligations have been decreased from \$2,603,728 by \$99,000.44 to \$2,504,727.56.</p> <p>All other terms and conditions remain unchanged.</p> <p>ASAP: NO Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: NO</p>				

[City of Rifle Letterhead]

October 16, 2015

Paul Adams and Clay Crossland
Oak Grove Ventures, LLC
P.O. Box 710
Basalt, Colorado 81621

Re: Rifle Creek Plaza Lots B, C and D/Wapiti Park Lots 9 and 10 Land Exchange

Dear Clay and Paul:

The City of Rifle (the "City") would like to memorialize the terms of our recent negotiations with Oak Grove Ventures, LLC ("Oak Grove") in this Letter of Intent for the exchange of real property. The City owns Lots B, C, and D, Rifle Creek Plaza as shown on Exhibit A attached hereto and incorporated herein by this reference with a mutually agreed upon value of \$20.00 per square foot and it would like to convey that property ("City Property") to Oak Grove in exchange for Lots 9 and 10, Wapiti Park Subdivision which Oak Grove owns with a mutually agreed upon value of \$12.00 per square foot ("Wapiti Property") (the "Property Exchange"). The Property Exchange will result in a balance due from the City to Oak Grove in the amount of \$187,124.00 payable at Closing on the Property Exchange which the Rifle Regional Economic Development Corporation ("RREDC") has agreed to contribute to this transaction on behalf of the City by separate agreement. The parties agree to negotiate only with each other regarding the conveyance or development of their respective properties, with the intermediary assistance of the RREDC, through December 31, 2015, by which date the Closing on the Property Exchange should occur.

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Of further note, a temporary pedestrian easement encumbers Lot C of Rifle Creek Plaza; however, by its own terms it will be vacated upon the development of Lot C. In addition, each lot will need a separate water meter installed with no tap fee due and Oak Grove will be responsible for the monthly water service charge and maintaining the native grasses established on each lot

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The City has signed below and requests your signature on this Letter of Intent on behalf of Oak Grove. We look forward to closing this transaction for both parties mutual benefit.

CITY OF RIFLE, COLORADO

Matt Sturgeon, City Manager

OAK GROVE VENTURES, LLC

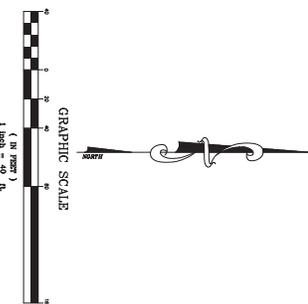
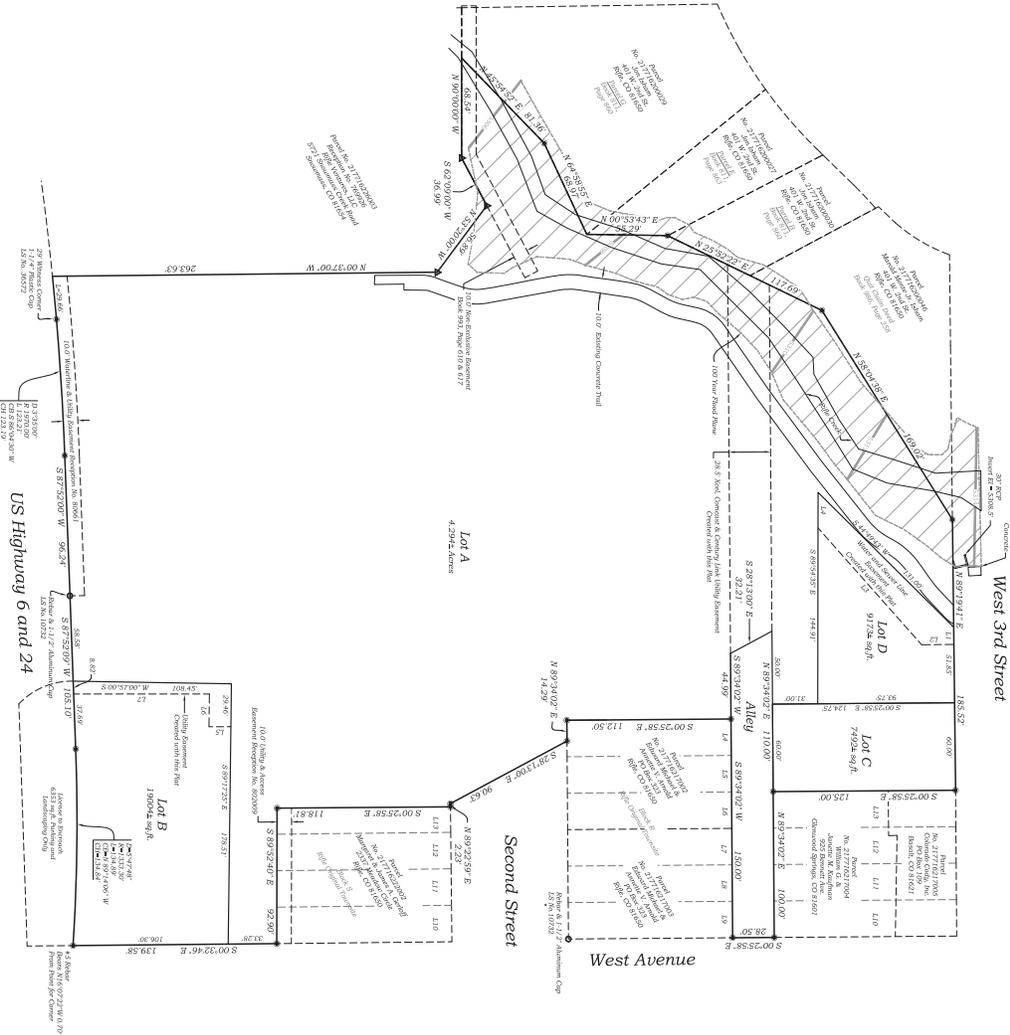
_____, Manager

Exhibit A

RIFLE CREEK PLAZA LOT LINE ADJUSTMENT-AS AMENDED

Parcels of Land Situate in the NW1/4 of Section 16, Township 6 South, Range 93 West of the 6th P. M.
City of Rifle, County of Garfield, State of Colorado

REVIEW



NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (ACRES)
1	Lot A	1,177,111.00	26.82
2	Lot B	1,900.00	0.04
3	Lot C	749.24	0.02
4	Lot D	917.24	0.02
5	Alley	1,100.00	0.03
6	Other	1,100.00	0.03
7	Other	1,100.00	0.03
8	Other	1,100.00	0.03
9	Other	1,100.00	0.03
10	Other	1,100.00	0.03
11	Other	1,100.00	0.03
12	Other	1,100.00	0.03
13	Other	1,100.00	0.03
14	Other	1,100.00	0.03
15	Other	1,100.00	0.03
16	Other	1,100.00	0.03
17	Other	1,100.00	0.03
18	Other	1,100.00	0.03
19	Other	1,100.00	0.03
20	Other	1,100.00	0.03

EXHIBIT B

OPTION AGREEMENT

RIFLE CREEK PLAZA LOTS

THIS OPTION AGREEMENT is entered into as of this ____ day of _____, 2015, by and between the **CITY OF RIFLE, COLORADO** (the "City") whose address is P.O. Box 1908, Rifle, Colorado 81650 and **OAK GROVE VENTURES, LLC**, whose address is P.O. Box 710 Basalt, Colorado 81621 (the "Oak Grove").

WITNESSETH:

WHEREAS, the City and Oak Grove have entered into that certain Contract to Exchange Real Estate dated _____, 2015 (the "Land Contract") under which the City agreed to convey to Oak Grove certain real property known as Lots B, C and D, Rifle Creek Plaza, according to the Plat therefore recorded in the Office of the Clerk and Recorder of Garfield County as Reception No. _____ (hereinafter collectively the "Property"); and

WHEREAS, the City and Oak Grove have, of even date herewith, closed the conveyance of the Property; and

WHEREAS, the agreed upon value for the Property is \$20.00 per square foot; and

WHEREAS, as part of the consideration to induce the parties to enter into the Land Contract and to close such transaction, the parties agreed to enter into an Option Agreement in a mutually-acceptable form and now wish to reduce their agreements with respect to the Option to writing.

NOW, THEREFORE, for and in consideration of the mutually covenants and promises contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller's Right to Repurchase. At any time during the Option Period as defined below, the City shall have a right to repurchase the Property or any individual lot comprising the Property, and Oak Grove shall be obligated to sell the Property or any individual lot comprising the Property free of all liens and encumbrances (other than those approved by Oak Grove at the time of conveyance) at the original value of the Property, or \$20.00 per square foot.

2. Option Period. The Option Period shall begin on the date of the Closing on the Land Contract _____ and end three years later on _____.

3. The City's Notice of Exercise of Option. If the City decides to exercise its right to repurchase as herein provided, the City shall provide Oak Grove with written notice during the Option Period of its intent to do so. The City shall then repurchase the Property at the original purchase price within thirty (30) days of the date of such notice.

4. Option Running with the Land. This Option Agreement shall be deemed a covenant running with the land and shall be a burden upon the title to the each lot comprising the Property during the Option Period unless terminated as to each lot as set forth below.

5. Termination. The City's right to repurchase any lot comprising the Property shall be stayed upon the application for a building permit and terminate upon the issuance of a building permit on such lot. This Option Agreement shall terminate and be of no further force and effect after the expiration of the Option Period.

6. Governing Law. This Option Agreement shall be governed under the laws of the State of Colorado.

7. Severability. Should any portion of the Option Agreement be declared invalid by a court of competent jurisdiction, all other portions shall remain in full force and effect.

8. Notices. Any notices or demand pursuant to this Option Agreement shall be sent via certified mail, return receipt requested, and shall be deemed effective upon mailing. Unless changed by the parties in writing, notices shall be provided to the parties as follows:

To Oak Grove: Oak Grove Ventures, LLC
 P.O. Box 710
 Basalt, Colorado 81621

With a copy to: Goluba & Goluba PC
 823 Cooper Avenue
 Glenwood Springs, CO 81601

To the City: City of Rifle
 P.O. Box 1908
 Rifle, Colorado 81650

With a copy to: Karp Neu Hanlon, P.C.
 P.O. Box 2030
 Glenwood Springs, Colorado 81602

9. Recordation. This Option Agreement shall be recorded in the Office of the Clerk and Recorder of Garfield County at the expense of the City.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

CITY OF RIFLE, COLORADO

By: _____
Matt Sturgeon, City Manager

ATTEST:

City Clerk

OAK GROVE VENTURES, LLC

STATE OF COLORADO)

) ss.

COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2015 by
_____ as _____ of Oak Grove Ventures, LLC.

Witness my hand and official seal.

Notary Public
My Commission expires: _____

EXHIBIT C
OPTION AGREEMENT
WAPITI PARK LOTS

THIS OPTION AGREEMENT is entered into as of this ____ day of _____, 2015, by and between the **CITY OF RIFLE, COLORADO** (the "City") whose address is P.O. Box 1908, Rifle, Colorado 81650 and **OAK GROVE VENTURES, LLC**, whose address is P.O. Box 710 Basalt, Colorado 81621 (the "Oak Grove").

WITNESSETH:

WHEREAS, the City and Oak Grove have entered into that certain Contract to Exchange Real Estate dated _____, 2015 (the "Land Contract") under which Oak Grove agreed to convey to the City certain real property known as Lots 9 and 10 Wapiti Park Subdivision, according to the Plat therefore recorded in the Office of the Clerk and Recorder of Garfield County as Reception No. _____ (hereinafter collectively the "Property"); and

WHEREAS, the City and Oak Grove have, of even date herewith, closed the conveyance of the Property; and

WHEREAS, the agreed upon value for the Property is \$12.00 per square foot; and

WHEREAS, as part of the consideration to induce the parties to enter into the Land Contract and to close such transaction, the parties agreed to enter into an Option Agreement in a mutually-acceptable form and now wish to reduce their agreements with respect to the Option to writing.

NOW, THEREFORE, for and in consideration of the mutually covenants and promises contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller's Right to Repurchase. At any time during the Option Period as defined below, Oak Grove shall have a right to repurchase the Property or any individual lot comprising the Property, and the City shall be obligated to sell the Property or any individual lot comprising the Property free of all liens and encumbrances (other than those approved by the City at the time of conveyance) at the original value of the Property, or \$12.00 per square foot.
2. Option Period. The Option Period shall begin on the date of the Closing on the Land Contract _____ and end three years later on _____.

3. Oak Grove's Notice of Exercise of Option. If Oak Grove decides to exercise its right to repurchase as herein provided Oak Grove shall provide the City with written notice during the Option Period of its intent to do so. Oak Grove shall then repurchase the Property at the original purchase price within thirty (30) days of the date of such notice.

4. Option Running with the Land This Option Agreement shall be deemed a covenant running with the land and shall be a burden upon the title to the each lot comprising the Property during the Option Period unless terminated as to each lot as set forth below.

5. Termination. Oak Grove's right to repurchase any lot comprising the Property shall be stayed upon the application for a building permit and terminate upon the issuance of a building permit on such lot. This Option Agreement shall terminate and be of no further force and effect after the expiration of the Option Period.

6. Governing Law. This Option Agreement shall be governed under the laws of the State of Colorado.

7. Severability. Should any portion of the Option Agreement be declared invalid by a court of competent jurisdiction, all other portions shall remain in full force and effect.

8. Notices. Any notices or demand pursuant to this Option Agreement shall be sent via certified mail, return receipt requested, and shall be deemed effective upon mailing. Unless changed by the parties in writing, notices shall be provided to the parties as follows:

To Oak Grove: Oak Grove Ventures, LLC
P.O. Box 710
Basalt, Colorado 81621

With a copy to: Goluba & Goluba PC
823 Cooper Avenue
Glenwood Springs, CO 81601

To the City: City of Rifle
P.O. Box 1908
Rifle, Colorado 81650

With a copy to: Karp Neu Hanlon, P.C.
P.O. Box 2030
Glenwood Springs, Colorado 81602

9. Recordation. This Option Agreement shall be recorded in the Office of the Clerk and Recorder of Garfield County at the expense of Oak Grove.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

CITY OF RIFLE, COLORADO

By: _____
Matt Sturgeon, City Manager

ATTEST:

City Clerk

OAK GROVE VENTURES, LLC

STATE OF COLORADO)

) ss.

COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2015 by
_____ as _____ of Oak Grove Ventures, LLC.

Witness my hand and official seal.

Notary Public
My Commission expires: _____

EXHIBIT D

COMMON AREA USE, MAINTENANCE, AND REPAIR COVENANT

THIS COMMON AREA USE, MAINTENANCE, AND REPAIR COVENANT (“Covenant”) is made and effective as of the ___ day of _____, 2015.

RECITALS

This Covenant is made with reference to the following facts:

A. The City of Rifle, a Colorado home rule municipality (the “City”) is the owner of that certain real property described on the Plat of Rifle Creek Plaza recorded _____, 2015 as Reception No. _____ (the “Plat”) in the Office of the Clerk and Recorder of Garfield County, Colorado (“Rifle Creek Plaza”).

B. The portion of Lot A of Rifle Creek Plaza lying outside of the existing Brendan Theatre Lease Area as shown in more detail on Exhibit A attached hereto and incorporated herein by this reference is hereby designated Common Area and is intended by the City to benefit all of the Lots of Rifle Creek Plaza and the owners and users thereof.

C. The City hereby imposes the following covenants upon Rifle Creek Plaza concerning use, maintenance, and repair of the Common Area so as to create certain rights, responsibilities, and obligations with respect to the Common Area.

ARTICLE I

Definitions

Section 1.1 “Lot” or “Lots” shall mean any numbered Lot shown on the Rifle Creek Plaza Plat.

Section 1.2 “Owner” shall mean and the record owner, whether one or more persons or entities, of any Lot, but excluding those persons or entities having a security, leasehold, or similar interest in a Lot.

ARTICLE II

Use, Maintenance, and Repair of Common Area

Section 2.1 Covenant Binding Upon Owners. Each Owner, by acceptance of a deed for a Rifle Creek Plaza Lot, shall be deemed to covenant and agree to pay its share as set forth herein of all monetary amounts necessary to manage, maintain, and repair the Common Area so that the Common Area is in a good, safe and usable condition. The management, maintenance, and repair of the Common Area shall include, but shall not be limited to, snow and hazard removal, general upkeep, repair and replacement, of all landscaping, curbs, walls, storm sewers, irrigation systems, sidewalks, asphalt, parking areas, or other improvements located within and serving the Common Area, as applicable.

Section 2.2 Authorized Use of the Common Area. All Owners and such owners' invitees, licensees, permittees, employees, and agents shall be permitted to park in and use the Common Area in manners customarily associated with the primary uses of the Lots; provided, however, each Lot is only allocated the following exclusive parking credits under the Rifle Municipal Code, as it may be amended, for any development on such Lots as follows:

- Lot A: 146 parking spaces
- Lot B: 17 parking spaces
- Lot C: 8 parking spaces
- Lot D: 8 parking spaces

Section 2.3 Allocation of Cost of Upkeep, Maintenance and Repair. The costs of any upkeep, maintenance, or repair of the Common Area and improvements therein shall be allocated to the Lots and the Owners thereof, it being the City's intent that the Lots mutually benefit from the Common Area as follows:

- Lot A: 82%
- Lot B: 10%
- Lot C: 04%
- Lot D: 04%

Section 2.4 Annual Planning and Budget. The Owner of Lot A shall have the obligation regarding hazard removal and general upkeep of the Common Area. The Owner of Lot A shall annually in the last quarter of the calendar year approve the Common Area's routine upkeep and maintenance plans for the following calendar year, to adopt a reasonable budget therefor comparable to similarly situated developments in the region, including a reserve, and to provide all Owners the plan and budget.

Section 2.5 Service Engagements; Payments. The Owner of Lot A shall be responsible for arranging performance of the approved upkeep, maintenance, or repair; for collecting payments needed to satisfy the party or parties performing such upkeep, maintenance, or repair from of the Common Area; and, for submitting payments to the party or parties performing such upkeep, maintenance, or repair.

Section 2.6 Emergent Matters. In the event an emergency or governmental order necessitates proceeding immediately with Common Area maintenance or repairs, the Owner of Lot A may proceed with effecting such maintenance or repairs outside of the annual plan or budget. In the event that emergency repairs are needed, the Owner of Lot A shall notify the

other Owners about the nature and extent of repairs as soon as reasonably possible and the associated costs.

Section 2.7 Payment Terms. Any payment due by an Owner for upkeep, maintenance, or repair shall be payable in full within ten days of the Owner's receipt of notice regarding such due payment. Any amounts not paid when due shall be a charge on the Lot the Owner of which has failed to pay amounts due and shall be a continuing lien upon the Lot. Such lien shall be perfected by the Owner of Lot A recording in the real property records of Garfield County (a) an accounting of the amount due; (b) a description of the Lot to be charged with such lien sufficient for its proper identification; and (c) a verification by affidavit. Such lien may be foreclosed in any manner provided for by law. The Owner of the delinquent Lot shall pay all of the costs of the Owner of Lot A to enforce this Covenant and collect delinquent amounts, including reasonable attorney fees.

Section 2.8 Indemnification. To the extent permitted by applicable law, each Owner (each an "indemnifying owner") shall indemnify, defend and hold the other Owners (each an "indemnified owner") harmless from and against all losses, claims, demands, liabilities, injuries, damages and expenses, including, without limitation, reasonable attorneys' fees and court costs, that an indemnified owner may suffer or incur as a result of the use of the Common Area by the indemnifying owner, its agents, visitors, invitees, licensees, successors and assigns or by reason of its breach of this Covenant.

Section 2.9 Private Maintenance of Each Lot. Each Lot Owner shall maintain the landscaping and improvements on each Lot in good repair, including watering and mowing the native grass on vacant Lots.

Section 2.10 Covenant Running With the Land. Each provision of this Covenant, and any agreement, promise, covenant and undertaking to comply with each provision of the Covenant are related to and touch and concern the land comprising Rifle Creek Plaza. As such, this Covenant shall be deemed a covenant running with the land and shall be a burden upon the title to the Lots for the benefit of each Lot. A Lot owner's rights and obligations under this Covenant may not be conveyed separately from title to the owner's Lot, and the conveyance of title to a Lot shall automatically convey the rights and obligations under this Covenant of the Lot owner making such conveyance.

Section 2.11 Remedies. In the event of any violation or threatened violation by any Owner of any of the provisions of this Covenant, the Owners not in violation shall have the right to enjoin such violation or threatened violation by proceeding in the District Court of Garfield County. The right of injunction shall be in addition to all other remedies set forth in this Covenant or as provided by law.

Section 2.12 Waiver. The failure of any Owner or Owners not in violation of this Covenant to insist upon strict performance of any of the provisions contained in this Covenant by an Owner or Owners in violation shall not be deemed a waiver of any rights or remedies that such non-violating Owner or Owners may have, and shall not be deemed a waiver of any subsequent breach or default of the performance by the violating Owner or Owners of any of the obligations contained in this Covenant.

Section 2.13 Attorneys' Fees. In the event non-violating Owners initiate or defend any legal action or proceeding to enforce or interpret any of the terms of this Covenant, including foreclosure of the continuing lien authorized herein, the Owner or Owners substantially prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Owner or Owners in any such action or proceeding reasonable costs and attorneys' fees, including reasonable costs and attorneys' fees on any appeal. Attorneys fees due and owing shall also be a continuing lien upon the Lot of the non-prevailing Owner or Owners.

Section 2.14 No Partnership Created. The provisions of this Covenant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Owners.

Section 2.15 Term/Reserved Rights. This Covenant shall continue in perpetuity, as the same may be amended. The Owner of Lot A hereby reserves and has the unilateral right to further develop, subdivide or convey any interest in the Common Area; provided, however, any such development shall not be considered repair or maintenance of the Common Area and no Owner of Lot B, Lot C or Lot D will be assessed any fees for such work.

Section 2.16 Notices. All notices to be given hereunder shall be in writing, and may be given, served or made by depositing the same in the United States mail properly addressed to the Owner's last record address in the office of the Garfield County Assessor, postage prepaid, or by delivering the same in person to an Owner.

Section 2.17 Headings. The headings of the various sections of this Covenant have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Covenant.

Section 2.18 Severability. Invalidity or unenforceability of any provision of this Covenant in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Covenant.

Section 2.19 Recordation: Upon execution, this Covenant and any amendments thereto shall be recorded in the records of the Garfield County Clerk and Recorder.

Section 2.20 Governing Law. This Covenant shall be governed by and construed under Colorado law.

IN WITNESS WHEREOF, the City has executed this Covenant as of the effective date.

City of Rifle, Colorado

By: _____
Randy Winkler, Mayor

ATTEST:

By: _____
Kristy Christensen, City Clerk

