



City Council  
Randy Winkler, Mayor  
Barbara Clifton, Mayor Pro Tem  
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

Streamed Live at RifleNOW.org

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**REGULAR MEETING  
May 18, 2016**

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

6:00 – 6:15 Mosquito Control Briefing (Tom Whitmore/Steve Sheaffer)  
6:15 – 6:50 Hubbard Mesa Update (Council Discussion)

**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 May 4, 2016 Regular Meeting
  - B. *(Acting as Liquor Licensing Authority)* Liquor License Renewals:  
Flying K Inc. dba Texan Bar, Eagle Springs Organic LLC dba Farm  
Fresh Care & Steakhouse, Eagle Springs Organic, LLC dba Eagle  
Springs Meat & Farm Fresh Cafe
  - C. Tax Deficiency Fee Assessment – Ordinance No. 12, Series of  
2016 – 2<sup>nd</sup> reading
  - D. Accounts Payable
- 7:08 p.m. 3. Citizen Comments  
(For items not listed as public hearings on the agenda. Please limit  
comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Public Hearing – North Rifle Rezoning - Ordinance No 14, Series of 2016 – 1<sup>st</sup> reading (Nathan Lindquist)
- 7:25 p.m. 6. West 12<sup>th</sup> & Howard Avenue Street and Sidewalk Improvements (Rick Barth)
  - A. Consider authorizing Mayor to sign Intergovernmental Agreement with Garfield County
  - B. Consider awarding bid for W12th St. and Howard Ave. Sidewalk and Street Improvements.
- 7:35 p.m. 7. Consider amending Parks and Recreation Fees for Art Dague Pool - Resolution No. 8, Series of 2016 (Jim Neu)
- 7:40 p.m. 8. Consider Cemetery Regulations - Ordinance No. 13, Series of 2016 – 1<sup>st</sup> reading (Jim Neu)
- 7:50 p.m. 9. Consider Second Amendment to Moose Lodge Agreement (Jim Neu)
- 8:00 p.m. 10. Consider Fourth Amendment to the Farm Annexation Agreement (Jim Neu)
- 8:10 p.m. 11. Consider accepting the 2016 9-Party Senior Programs Memorandum of Understanding (Matt Sturgeon)
- 8:15 p.m. 12. Administrative Reports
- 8:25 p.m. 13. 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: June 1, 2016 at 7:00 p.m.**



## **RIFLE CITY COUNCIL MEETING**

Wednesday, May 4, 2016

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, Dana Wood, and Mayor Randy 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, RCTV Assistant Salvador Tovar, Chief of Police John Dyer, Planning Director Nathan Lindquist, City Engineer Rick Barth, Parks and Recreation Director Tom Whitmore, Ryan Hoffman, Jonathan Rice, Bryan Semel, Melody Massih, Cheryl Currier, Mark Sills, Cloud Shadowshot, Thomas Duggan, and Paul Currier.

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

- A. Minutes from the April 20, 2016 Regular Meeting
- B. Juvenile Sentencing for Minor in Possession - Ordinance No. 11, Series of 2016 – 2<sup>nd</sup> reading
- C. Accounts Payable

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

### **CITIZEN COMMENTS**

Citizen comments were heard from Cheryl Currier in opposition to retail marijuana.

### **RECEIVE PRESENTATION FROM WPX ENERGY**

Representatives of WPX Energy, Susan Alviar and Jeff Kirkland, presented a plaque and memo to the City of Rifle for “Many Years of Support and Valuable Business Partnerships in the Piceance Basin”.

### **(ACTING AS LIQUOR LICENSING AUTHORITY) PUBLIC HEARING – CONSIDER APPLICATION BY RIFLE TEQUILA’S, INC. DBA TEQUILA’S FOR A HOTEL AND RESTAURANT LIQUOR LICENSE**

Mayor Winkler opened the public hearing. Pedro Gomez presented the application of Rifle Tequila’s Inc., dba Tequila’s, for a Hotel and Restaurant Liquor License located at 800 Airport Road, Suite 3. 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 Elliott moved to approve Rifle Tequila’s Inc., dba Tequila’s, for a Hotel and Restaurant Liquor License; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler

### **CONSIDER AUTHORIZING 2016 CONTRIBUTION TO THE RIFLE COMMUNITY FOUNDATION**

City Manager Matt Sturgeon stated City Council budgeted to contribute \$36,000 to the Rifle Community Foundation in 2016. Staff believes the foundation provides a necessary service to the community as well as City Council, and recommends City Council approve the contribution.

Councilor Green moved to approve the contribution to the Rifle Community Foundation in the amount of \$36,000; seconded by Councilor Hamilton.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler

### **CONSIDER DESIGN BID AWARD FOR GEOTECH SERVICES TO YEH & ASSOCIATES,**

City Engineer Rick Barth explained staff requested three proposals for Geotechnical Consultation services to investigate the subgrade issues occurring on Railroad Avenue. Staff recommends award of the contract to Yeh & Associates for the amount of \$29,860.

Councilor Wood moved to approve the bid award for geotechnical services to Yeh and Associates in an amount not to exceed \$29,860; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler

### **CONSIDER LETTER TO THE FEDERAL ENERGY REGULATORY COMMISSION SUPPORTING THE JORDAN COVE PROJECT**

Assistant City Manager Kimberly Bullen explained that the memo requests the Department of Energy and Federal Energy Regulatory Commission reconsider its decision regarding the Jordan Cove LNG terminal. The Jordan Cove export facility is the only viable LNG facility on the West coast that would directly link Colorado to new energy markets via the Ruby Pipeline which originates in Northwest Colorado and carries natural gas from this region to western states.

Councilor Elliott moved to approve the Federal Energy Regulatory Commission letter supporting the Jordan Cove Project seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Winkler; No - Wood

### **CONSIDER TAX DEFICIENCY FEE ASSESSMENT – ORDINANCE NO. 12, SERIES OF 2016**

#### AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING ARTICLE II, CHAPTER 4 OF THE RIFLE MUNICIPAL CODE REGARDING SALES AND USE TAX COLLECTION

City Attorney Jim Neu stated several recent incidences have highlighted the City's need to be more diligent and consistent in enforcing the Retail Sales and Use Tax Code to ensure complete and proper collection. Ordinance No. 12, Series of 2016 amends the code to require any at-fault retail taxpayer to reimburse the city for additional costs associated with necessary notice provisions.

Councilor Pruett moved to approve Ordinance No. 12, Series of 2016 as presented and order the ordinance to be published as required by Charter; seconded by Councilor Hamilton.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler.

### **COUNCIL DISCUSSION ON RETAIL MARIJUANA**

Council directed staff to update the medical and retail marijuana code to limit the number of medical marijuana businesses to the number that currently exists in the City, and continue to limit the retail marijuana businesses to retail cultivation facilities only, and the same number of retail cultivation facilities as currently allowed which is four.

### **ADMINISTRATIVE REPORTS**

City Clerk Kristy Christensen announced this week is Municipal Clerks Week.

City Manager Matt Sturgeon reported on the following items: annual Strategic Planning with Council, praise to staff for resolving issues with both water plants, and City Council Workshop on May 11<sup>th</sup>.

Police Chief John Dyer noted the Police Department is hiring 2 part time record technicians which will allow the department to keep the customer window open from 8:00 a.m. to 5:00 p.m.

### **COMMENTS FROM MAYOR AND COUNCIL**

Councilor Hamilton announced it is Teacher Appreciation Week this week.

Councilor Green commented on the Hubbard Mesa tour with BLM.

Councilor Clifton thanked City staff for the annual Spring Cleanup.

Councilor Elliott noted the Hubbard Mesa tour with the BLM was very informative.

Councilor Pruett thanked staff for their participation in the Strategic Planning session.

Councilor Wood announced the Rifle Rendezvous is May 13<sup>th</sup> through May 15<sup>th</sup>.

Mayor Winkler thanked Assistant City Manager Kimberly Bullen for facilitating Strategic Planning.

Meeting adjourned at 7:55 p.m.

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Kristy Christensen  
City Clerk

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Randy Winkler  
Mayor



**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, May 12, 2016

**Subject:** Liquor License Renewal

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**The following business has filed a liquor license renewal application:**

<u>Business Name/Address</u>	<u>Type of License</u>
Flying K Inc dba Texan Bar 127 E 3 <sup>rd</sup> Street Rifle, Co 81650	Tavern
Eagle Springs Organic, LLC dba Eagle Springs Meat & Farm Fresh Café 1733 C Railroad Ave Rifle, CO 81650	Hotel & Restaurant
Eagle Springs Organic, LLC dba Farm Fresh Café & Steakhouse 1733 A Railroad Ave Rifle, CO 81650	Hotel & Restaurant

These criteria have been met by the above applicants.

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

I recommend approval of this renewal application.

**Submit to Local Licensing Authority**

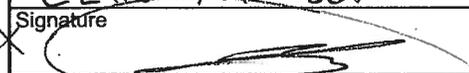
Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Optional Premise \$100 X _____	\$
<b>Amount Due/Paid</b>	<b>\$</b>

## Retail Liquor or 3.2 License Renewal Application

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

**Please verify & update all information below**

**Return to city or county licensing authority by due date**

Licensee Name <b>Eagle Springs Organic, LLC</b>		DBA <b>Eagle Springs Meat &amp; Farm Fresh Cafe</b>		
Liquor License # <b>4701766</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>04284503001</b>	Expiration Date <b>08/07/16</b>	Due Date <b>05/17/16</b>
Business Address <b>1733 C Railroad Ave, Rifle, CO 81650</b>				Phone Number <b>(970) 625-5187</b>
Mailing Address <b>PO Box 351, Rifle, CO 81650</b>			Email <b>ap@eaglespringsorganic.com</b>	
Operating Manager <b>CLINT NIVISON</b>	Date of Birth <b>5/13/1980</b>	Home Address <b>1000 CR 252, RIFLE, CO. 81650</b>		Phone Number <b>(970) 625-5321</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented*      *If rented, expiration date of lease _____				
2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>See Attached</i>				
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>Affirmation &amp; Consent</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.				
Type or Print Name of Applicant/Authorized Agent of Business <b>CLINT NIVISON</b>				Title <b>BARTENDER</b>
Signature 				Date <b>3/24/16</b>
<b>Report &amp; Approval of City or County Licensing Authority</b>				
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. <b>Therefore this application is approved.</b>				
Local Licensing Authority For				Date
Signature		Title		Attest

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

FARM FRESH CAFE & STEAKHOUSE  
 PO BOX 351  
 RIFLE CO 81650

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>EAGLE SPRINGS ORGANIC LLC</b>		DBA <b>FARM FRESH CAFE &amp; STEAKHOUSE</b>		
Liquor License # 4703155 <i>EC</i>	License Type Hotel & Restaurant (city)	Sales Tax License # 04284503001	Expiration Date 7/1/2016	Due Date 5/17/2016
Operating Manager <i>Mark Montgomery</i>	Date of Birth <i>12-16-61</i>	Home Address <i>808 Park Ave Rifle Co. 81650 Mark Montgomery</i>		
Manager Phone Number <i>970 625-5187</i>	Email Address <i>ap @ eagle springs organic, com</i>			
Street Address 1733 A RAILROAD AVE RIFLE CO 81650 ✓			Phone Number (970) 625 5187 ✓	
Mailing Address PO BOX 351 RIFLE CO 81650 ✓				

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Mark Montgomery</i>	Title <i>Manager</i>
Signature <i>Mark Montgomery</i>	Date <i>3-17-16</i>

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest

## RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b> <span style="float: right;">500<sup>00</sup></span>	

TEXAN BAR  
 PO BOX 688  
 RIFLE CO 81650

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>FLYING K INC</b>		DBA <b>TEXAN BAR</b>		
Liquor License # <b>09916980000</b>	License Type <b>Tavern (city)</b>	Sales Tax License # <b>09916980000</b>	Expiration Date <b>7/29/2016</b>	Due Date <b>6/14/2016</b>
Operating Manager <b>Downa Kuipers</b>	Date of Birth <b>3-25-66</b>	Home Address <b>8493 CR 301 PARACHUTE CO 81635</b>		
Manager Phone Number		Email Address <b>Kuipers@sopris.net</b>		
Street Address <b>127 E 3RD ST RIFLE CO 81650-2317</b>				Phone Number <b>(970) 625 4470</b>
Mailing Address <b>PO BOX 688 RIFLE CO 81650</b>				

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  
 YES  NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>RICHARD KUIPERS</b>	Title <b>SECRETARY / OWNER</b>
Signature 	Date <b>3-16-16</b>

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

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

Local Licensing Authority For		Date
Signature	Title	Attest

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 12  
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING  
ARTICLE II, CHAPTER 4 OF THE RIFLE MUNICIPAL CODE REGARDING  
SALES AND USE TAX COLLECTION.

WHEREAS, the City of Rifle (“Rifle” or the “City”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and existing under the City of Rifle Home Rule Charter; and

WHEREAS, Chapter 4, Article 2 of the Rifle Municipal Code (the “Retail Sales and Use Tax Code”) provides for the administration, collection, and regulation of Rifle’s sales and use tax; and

WHEREAS, the costs, time, and filing requirements associated with the notice provisions of the City Retail Sales and Use Tax Code create a burden upon the City and impede the City’s ability to fully render other services to the benefit of Rifle’s citizens; and

WHEREAS, the City Council finds and believes that it is fair, equitable, and in the best interest of the City to amend the Code for clarity and to require that the additional costs associated with necessary notice provisions be bared by any at-fault retail taxpayer.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Chapter 4, Article 2 of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

\*\*\*\*

**Sec. 4-2-350. - Tax overpayments and deficiencies.**

\*\*\*\*

- (b) The City shall assess any additional charges as established in Appendix A to this Code for processing and preparation of any notice of assessment provided to a retail taxpayer as set forth herein. ~~If any part of the deficiency is due to negligence or intentional disregard of regulations but without intent to defraud,~~ There shall be added to the deficiency ten percent (10%) of the total amount of the deficiency, together with interest, from the person required to file the return. If, through the results of an audit or by any other means, the City determines that any part of the deficiency is due to fraud with the intent to evade the tax, there shall be added fifty percent (50%) of the total amount of the deficiency; and, in such case, the whole amount of the tax unpaid,

including the additions, shall become due and payable ten (10) days after written notice and demand by the City Treasurer.

- (c) ~~Interest on underpayment, nonpayment or extensions of time for payment of tax.~~ If any amount of sales or use tax is not paid on time, interest shall be paid for the period from the due date to the date paid. Interest shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the tax to which it is applicable.
- (d) When interest is required or permitted to be charged under any provision of this Article, the annual rate of interest shall be that established by the Colorado State Commissioner of Banking pursuant to Section 39-21-110.5, C.R.S.
- (e) Any retail taxpayer who violates the terms of this Article shall additionally be liable to pay all costs and expenses incurred by the City in the case, including attorney fees.

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**Sec. 4-2-400. - Lien for tax due.**

- (a) If any tax due is not paid by the payment date of a notice of assessment, the Finance Director may issue a notice of lien on the real and personal property of the taxpayer. Such lien shall specify the name of the taxpayer, the tax due, the date of accrual thereof, and the location of the property, and shall be certified by the Finance Director. The City shall assess any additional charges as established in Appendix A to this Code for processing and preparation of any notice of lien provided to a retail taxpayer as set forth herein. Any such additional charges shall be included in and be a part of the lien. The Finance Director may, at any time before, after, or concurrently, have a summons and complaint issued consistent with Sections 1-4-20 and 4-2-470.

\*\*\*\*\*

**Sec. 4-2-440. - Jeopardy assessment.**

- (a) If the collection of any tax due from a taxpayer, whether or not previously assessed, will be jeopardized by delay, the City Manager may declare the taxable period immediately terminated, order the Finance Director to determine the tax and issue a jeopardy assessment and demand for payment. Any tax so assessed shall be due and payable immediately.
- (b) Enforcement of a jeopardy assessment and demand for payment may be stayed if the taxpayer gives security for payment which is satisfactory to the City Manager.

- (c) If, in the opinion of the taxpayer, the jeopardy assessment is not for the correct amount of tax due, the taxpayer shall pay the tax due as assessed and submit a claim for refund to the City.
- (d) The City shall assess any additional charges as established in Appendix A to this Code for processing and preparation of any jeopardy assessment, not issued concurrently with a notice of assessment under Section 4-2-350, provided to a retail taxpayer as set forth herein.

\*\*\*\*

**Sec. 4-2-450. - Distraint and sale.**

\*\*\*\*

- (a) If the taxpayer does not volunteer entry to the premises, the City Manager may apply to the Municipal Court for a warrant authorizing any employee or agent of the City to search for and distraint property located inside the City to enforce the collection of tax due.
  - (1) The City Manager shall demonstrate to the Municipal Court that the premises to which entry is sought contain property that is subject to distraint and sale for tax due.
  - (2) If a jeopardy assessment and demand for payment have been issued, the City Manager shall specify to the Municipal Court why collection of the tax should be jeopardized.
  - (3) The procedures to be followed in issuing and executing a warrant pursuant to this Subsection shall comply with Rule 241 of the Colorado Municipal Court Rules of Procedure.
  - (4) The City shall assess the retail taxpayer any additional charges as established in Appendix A to this Code for processing, preparation, and request for any warrant issued under this Article.

3. Appendix A of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language~~ deleted:

\*\*\*\*

	Dismissal of compulsory insurance	\$10.00
<u><b>Chapter 4</b></u>		

	<u>Revenue and Finance</u>	
<u>4-2-350(b)</u>	<u>Notice of Assessment</u>	<u>\$5.00</u>
<u>4-2-400(a)</u>	<u>Lien Processing</u>	<u>\$100.00</u>
<u>4-2-440</u>	<u>Jeopardy Assessment</u>	<u>\$5.00</u>
<u>4-2-450</u>	<u>Distraint and Court Warrant</u>	<u>\$100.00</u>

\*\*\*\*

4. This Ordinance shall become effective June 1, 2016.

INTRODUCED on May 4, 2016, 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 May 18, 2016 passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of May, 2016.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI90762	SUPPLIES	04/20/2016	80.99	.00	
Total 1003:				80.99	.00	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	46813	REPAIR DEERFIELD PARK	04/19/2016	420.90	.00	
	46876	REPAIR/	04/26/2016	122.06	.00	
	46901	REPAIR/	04/29/2016	176.95	.00	
Total 1009:				719.91	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	20169	LADDER	03/17/2016	334.98	.00	
	20999	SDS BIT CARBIDE	04/08/2016	19.45	.00	
	21012	HAMM DRIVE ANCHOR	04/08/2016	7.35	.00	
	21055	ARMORALL	04/09/2016	23.48	.00	
	21147	HYBRID DRILL	04/12/2016	349.00	.00	
	21299	SANDPAPPER	04/15/2016	18.95	.00	
	21315	GALLON GLOSS POLYURETHA	04/15/2016	40.48	.00	
	21696	PVC	04/25/2016	5.99	.00	
	21775	POLY LAWN RAKE	04/26/2016	19.98	.00	
	21855	SUPPLIES	04/28/2016	13.98	.00	
	21873	SUPPLIES	04/28/2016	7.91	.00	
	21916	BRASS COMP	04/29/2016	2.79	.00	
	21930	TREATED FIR	04/29/2016	14.40	.00	
	21982	MASONRY BIT	05/02/2016	15.03	.00	
	22205	SUPPLIES	05/05/2016	3.65	.00	
	35834	CAP MALL	05/02/2016	3.00	.00	
Total 1018:				874.42	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	147041	PIPE & FITTINGS	04/13/2016	56.86	.00	
Total 1023:				56.86	.00	
<b>1026</b>						
<b>Cirsa</b>						
	160928	VEHICLE CHANGE	04/29/2016	1,394.00	1,394.00	05/06/2016
Total 1026:				1,394.00	1,394.00	
<b>1031</b>						
<b>Colo Bureau Of Investigation</b>						
	A160900021	INVESTIGATIONS	04/08/2016	270.50	270.50	05/06/2016
Total 1031:				270.50	270.50	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	5015158	SOCKET AND WIRE	04/20/2016	836.44	.00	
	5015241	INDICATOR	04/28/2016	24.00	.00	
	5015284	LAMP ASY REAR	05/03/2016	639.37	.00	
Total 1055:				1,499.81	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-580383	PART	04/22/2016	98.00	.00	
	4983-580391	PULSE START	04/22/2016	176.22	.00	
Total 1059:				274.22	.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1426021-00	TOUCHCOUPLER	04/27/2016	860.40	.00	
Total 1062:				860.40	.00	
<b>1087</b>						
<b>Grainger</b>						
	9079972213	PLEATED FILTER	04/12/2016	106.08	.00	
	9090228553	CHAIN GRADE	04/21/2016	323.82	.00	
	909031732	PLEATED FILTER	04/21/2016	72.00	.00	
	9091063793	SLING EYE	04/22/2016	317.52	.00	
	9093482017	BULK BAG	04/25/2016	791.70	.00	
	9096396586	TRIGGER	04/28/2016	21.46	.00	
Total 1087:				1,632.58	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50226763	DAIRY PRODUCTS/SR CENTE	04/13/2016	66.21	.00	
	50226848	DAIRY PRODUCTS/SR CENTE	04/21/2016	142.98	.00	
	50226919	DAIRY PRODUCTS/SR CENTE	04/28/2016	129.32	.00	
Total 1105:				338.51	.00	
<b>1109</b>						
<b>Munro Supply Inc</b>						
	374157	PACO CASE GASKET	04/28/2016	59.51	.00	
Total 1109:				59.51	.00	
<b>1110</b>						
<b>YOUR PARTS HAUS CORP</b>						
	423089	LAMP	04/18/2016	164.79	.00	
	423166	SEAL BEAM	04/19/2016	27.98	.00	
	423195	HALOGEN LAMP	04/19/2016	59.96	.00	
	423256	LED FOG LIGHTS	04/20/2016	39.98	.00	
	423282	SEAL BEAM	04/20/2016	59.64	.00	
	423425	AIR FILTER	04/20/2016	53.79	.00	
	423448	CUT OFF WHEEL	04/21/2016	24.33	.00	
	423487	BEARINGS	04/21/2016	26.69	.00	
	423982	SYNOW20	04/26/2016	53.04	.00	
	424036	REPAIRKIT	04/26/2016	22.59	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	424038	KRYLON FORD BLUE	04/26/2016	12.22	.00	
	424098	SLIDER HAMMER	04/26/2016	48.99	.00	
	424103	AXLE REPAIR BEARING	04/26/2016	41.37	.00	
	424104	SLIDER HAMMER	04/26/2016	75.68	.00	
	424105	PULLER SLIDE HAMMER	04/26/2016	86.77	.00	
	424119	ERASER WHEEL	04/27/2016	417.77	.00	
	424282	QT 40 PRE MIX	04/28/2016	39.92	.00	
	424289	MAGNIFY GLASS SET	04/28/2016	5.99	.00	
	424368	SILICONE BLACK	04/28/2016	46.46	.00	
	424438	PLASTIC RING	04/29/2016	117.72	.00	
	424455	CLOR KIT	04/29/2016	29.80	.00	
	424468	FLINT TORCH LIGHTER	04/29/2016	7.98	.00	
	424698	SUPPORT	05/02/2016	27.02	.00	
	424706	SEAL BEAM	05/02/2016	13.99	.00	
	424736	12 P LGCOM WRN	05/02/2016	27.38	.00	
	424814	ADAPTER	05/02/2016	16.70	.00	
	424889	BLENDING DISC	05/03/2016	98.10	.00	
	424890	OIL FILTER	05/03/2016	28.40	.00	
	425042	LED FOG LIGHTS	05/04/2016	79.96	.00	
	425106	GW 20 OC RAT SAE MET	05/05/2016	59.99	.00	
	425199	FUEL FILTER	05/05/2016	18.05	.00	
	425200	PRIMARY FUEL WATER SE	05/05/2016	25.49	.00	
	425255	AIR FILTER	05/06/2016	47.49	.00	
	425270	CLAMP	05/06/2016	116.10	.00	
	425591	FUEL FILTER	05/10/2016	18.05	.00	
Total 1110:				1,741.56	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	498759102	1221 E CENTENNIAL	04/25/2016	13.60	13.60	05/06/2016
	498909979	100HOSPITAL HILL RD	04/25/2016	540.95	540.95	05/06/2016
	499066061	300 E 30TH st	04/26/2016	1,261.06	1,261.06	05/06/2016
	499404954	250 e 16th st	04/28/2016	22.47	22.47	05/06/2016
Total 1120:				1,838.08	1,838.08	
<b>1145</b>						
<b>Thatcher Company</b>						
	1385887	Alum/Aluminum Sulfate	04/19/2016	1,344.00	.00	
Total 1145:				1,344.00	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00095424	FIX WIPER ASSEMBLY	04/01/2016	595.00	.00	
Total 1181:				595.00	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	160696	printing	04/07/2016	39.96	39.96	05/06/2016
	160705	printing	04/08/2016	18.18	18.18	05/06/2016
Total 1188:				58.14	58.14	
<b>1191</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Lewan & Associates, Inc	917844	B&W METER	04/28/2016	601.88	601.88	05/06/2016
Total 1191:				601.88	601.88	
<b>1249</b>						
<b>Berthod Motors Inc</b>	01-31962	WASHER	05/05/2016	45.48	.00	
Total 1249:				45.48	.00	
<b>1258</b>						
<b>Hach Company</b>	9895142	POCKET CLORINE SYSTEM	04/20/2016	494.67	.00	
Total 1258:				494.67	.00	
<b>1271</b>						
<b>Daily Sentinel</b>	12693-043020	AD	04/01/2016	496.70	496.70	05/06/2016
Total 1271:				496.70	496.70	
<b>1297</b>						
<b>Western Slope Trailer Sales</b>	51559	SUPPLIES	04/25/2016	150.00	.00	
Total 1297:				150.00	.00	
<b>1312</b>						
<b>Honnen Equipment Co.</b>	758962	ENGINE KIT	05/06/2016	379.78	.00	
	759242	PRESSURE S	05/09/2016	78.37	.00	
Total 1312:				458.15	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>	3354097	CI VALVE BOX RISER	04/21/2016	2,558.71	.00	
	3357360	PIPE DR14	04/28/2016	122.04	.00	
	3358532	HYMAX CPLG	05/02/2016	1,120.00	.00	
Total 1339:				3,800.75	.00	
<b>1407</b>						
<b>Usa Blue Book</b>	931362	SWIVEL JOINT	04/20/2016	444.49	.00	
	938841	CLEAR UNCOATED VISOR	04/28/2016	104.01	.00	
Total 1407:				548.50	.00	
<b>1558</b>						
<b>All-Phase Electric Supply Co I</b>	2675-447747	supplies	04/29/2016	471.61	.00	
Total 1558:				471.61	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1682</b>						
<b>Safety Kleen</b>						
	70181715	ABSORBENT OIL AND LIQUID	04/26/2016	77.00	.00	
Total 1682:				77.00	.00	
<b>1727</b>						
<b>Canyon Systems Inc</b>						
	12740	TOSHIBA MOTOR	03/30/2016	752.00	.00	
Total 1727:				752.00	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	G24236	TRIM SEAL	04/13/2016	141.38	.00	
	G24258	ROD NOZZLES	04/15/2016	49.37	.00	
	G24327	OUTER TUBE WELDME	04/26/2016	2,958.98	.00	
	G24328	MIRROR HTD	04/27/2016	658.60	.00	
	G24329	UM-TRIM SEAL	04/27/2016	228.51	.00	
Total 1768:				4,036.84	.00	
<b>2122</b>						
<b>Utility Notification Center Co</b>						
	21604713	RTL TRANSMISSIONS	04/30/2016	165.88	165.88	05/06/2016
Total 2122:				165.88	165.88	
<b>2208</b>						
<b>Amerigas</b>						
	3051686081	PROPANE	04/27/2016	89.45	.00	
	3051686089	PROPANE	04/27/2016	180.82	.00	
Total 2208:				270.27	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0588356-002	supplies	05/05/2016	119.90	.00	
	0588935-002	CHAIR	04/26/2016	173.48	.00	
	0589268-001	supplies	05/04/2016	27.09	.00	
Total 2573:				320.47	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	12007998A 03	AD	03/31/2016	10.12	10.12	05/06/2016
	12057828A 04	AD	04/18/2016	11.64	11.64	05/06/2016
Total 2846:				21.76	21.76	
<b>2960</b>						
<b>Walmart Community</b>						
	004777	PHONE ACC	05/04/2016	81.22	81.22	05/06/2016
	027044	SUPPLIES	04/27/2016	16.09	16.09	05/06/2016
	027044.	SUPPLIES	04/27/2016	16.09-	16.09-	05/06/2016
	027383	SUPPLIES	04/27/2016	14.88	14.88	05/06/2016
	028335	SUPPLIES	04/28/2016	5.77	5.77	05/06/2016
	028455	SUPPLIES	04/28/2016	31.88	31.88	05/06/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2960:				133.75	133.75	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	009222	FOOD SUPPLES	04/18/2016	24.39	24.39	05/06/2016
	041701	SUPPLIES	04/25/2016	118.35	118.35	05/06/2016
	099925	SUPPLIES	04/05/2016	20.31	20.31	05/06/2016
	105938	FOOD SUPPLES	04/26/2016	14.46	14.46	05/06/2016
	156452	FOOD SUPPLES	04/13/2016	66.85	66.85	05/06/2016
	199515	FOOD SUPPLES	04/28/2016	209.42	209.42	05/06/2016
	200859	FOOD SUPPLES	04/28/2016	5.98	5.98	05/06/2016
	230413	FOOD SUPPLES	04/28/2016	34.54	34.54	05/06/2016
	248921	FOOD SUPPLES	04/22/2016	6.77	6.77	05/06/2016
	255901	FOOD SUPPLES	04/15/2016	50.55	50.55	05/06/2016
	264092	FOOD SUPPLES	04/22/2016	13.52	13.52	05/06/2016
Total 3015:				565.14	565.14	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	21590	MULCH	04/22/2016	627.00	627.00	05/06/2016
Total 3038:				627.00	627.00	
<b>3083</b>						
<b>ALSCO</b>						
	1764762	LAUNDRY	04/05/2016	29.00	29.00	05/06/2016
	1767588	LAUNDRY	04/12/2016	59.36	.00	
	1767591	LAUNDRY	04/12/2016	29.50	29.50	05/06/2016
	1770196	LAUNDRY	04/19/2016	62.88	.00	
	1770199	LAUNDRY	04/19/2016	29.00	29.00	05/06/2016
	1772735	UNIFORMS	04/26/2016	8.80	.00	
	1772736	LAUNDRY	04/26/2016	56.69	.00	
	1772739	LAUNDRY	04/26/2016	26.00	26.00	05/06/2016
	1775330	SUPPLIES	05/03/2016	29.65	29.65	05/06/2016
	1775331	PANTS	05/03/2016	8.80	.00	
	1777953	PANTS	05/10/2016	8.80	.00	
Total 3083:				348.48	143.15	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 041216	CAR WASH	04/12/2016	10.00	.00	
	2025 041216	CAR WASH	04/12/2016	221.23	.00	
	2047 041216	CAR WASH	04/12/2016	10.00	.00	
	2049 041216	CAR WASH	04/12/2016	9.00	.00	
	2051 041216	CAR WASH	04/12/2016	15.00	.00	
	2052 041216	CAR WASH	04/12/2016	19.08	.00	
Total 3156:				284.31	.00	
<b>3195</b>						
<b>Frontier Paving Inc</b>						
	36556	ASPHALT	05/02/2016	1,168.05	.00	
	36557	ASPHALT	05/02/2016	411.00	.00	
	36558	ASPHALT	05/02/2016	1,473.00	.00	
	36559	ASPHALT	05/02/2016	2,135.25	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3195:				5,187.30	.00	
<b>3347</b>						
<b>V.I.P. Trash Services LLC</b>						
	72971	TRASH PICKUP/DDA	04/01/2016	150.00	150.00	05/06/2016
Total 3347:				150.00	150.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	173384	TEKNION FURNITURE	04/20/2016	3,390.54	.00	
Total 3389:				3,390.54	.00	
<b>3390</b>						
<b>Ultramax</b>						
	158428	METAL JCKT	04/25/2016	2,042.00	.00	
Total 3390:				2,042.00	.00	
<b>3707</b>						
<b>Interstate Battery System Inc</b>						
	22040264	BATTERY'	04/19/2016	105.95	.00	
	22040334	BATTERY'	05/04/2016	105.95	.00	
Total 3707:				211.90	.00	
<b>3771</b>						
<b>Waste Management Inc</b>						
	0897128-1185-	Recycling Service	04/27/2016	65.00	.00	
Total 3771:				65.00	.00	
<b>3780</b>						
<b>Concrete Equipment</b>						
	184146	LIMESTONE JOINT SEALANT	04/26/2016	195.00	.00	
Total 3780:				195.00	.00	
<b>4138</b>						
<b>Beacon Athletics</b>						
	0457104-IN	SWEET SPOT TAMP HANDLE	04/19/2016	334.08	.00	
Total 4138:				334.08	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	175327	COFFEE	04/18/2016	144.30	.00	
Total 4141:				144.30	.00	
<b>4215</b>						
<b>Ziegler, James</b>						
	04191622961	SKTSET	04/19/2016	278.00	.00	
Total 4215:				278.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	1617	DDA MANAGEMENT	05/03/2016	2,025.00	2,025.00	05/06/2016
Total 4345:				2,025.00	2,025.00	
<b>4406</b>						
<b>Rifle Creek Stone Inc</b>						
	40135&40138	NATURAL 4-8	04/22/2016	536.88	536.88	05/06/2016
Total 4406:				536.88	536.88	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	139728	BACK FLOW TEST	04/28/2016	775.00	.00	
	139732	BACK FLOW PREV TEST	04/28/2016	255.00	.00	
Total 4701:				1,030.00	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	11306	LYNX STOP CHOCK	04/28/2016	28.79	.00	
Total 4753:				28.79	.00	
<b>4989</b>						
<b>Mr Power S/Sandor Drucker</b>						
	365	LANDSCAPING	05/01/2016	430.00	430.00	05/06/2016
Total 4989:				430.00	430.00	
<b>4999</b>						
<b>Master Automotive Inc</b>						
	22279	REPAIR 2006 FORD	05/06/2016	874.24	.00	
Total 4999:				874.24	.00	
<b>5078</b>						
<b>BSN SPORTS COLLEGIATE PACIFIC</b>						
	97863578	WORTH GOLD DOT	04/27/2016	799.37	.00	
Total 5078:				799.37	.00	
<b>5137</b>						
<b>INTERNATIONAL INSTITUTE OF</b>						
	032216	KChristensen/membership	03/22/2016	180.00	180.00	05/06/2016
Total 5137:				180.00	180.00	
<b>5192</b>						
<b>PECZUH PRINTING COMPANY</b>						
	247400	BUSINESS CARDS	05/03/2016	39.50	.00	
	247400.	BUSINESS CARDS	05/03/2016	118.50	.00	
Total 5192:				158.00	.00	
<b>5253</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>FASTENAL</b>						
	CORIF76216	SUPPLIES	04/19/2016	17.50	.00	
	CORIF76270	SUPPLIES	04/21/2016	41.02	.00	
	CORIF76313	SUPPLIES	04/27/2016	18.01	.00	
	CORIF76381	SUPPLIES	04/26/2016	18.25	.00	
	CORIF76426	SUPPLIES	04/28/2016	67.88	.00	
	CORIF76432	AA PROCELL ALK BTRY	04/28/2016	15.36	.00	
	CORIF76449	SUPPLIES	04/29/2016	485.66	.00	
Total 5253:				663.68	.00	
<b>5546</b>						
<b>Compass Tools</b>						
	17241	WEEDSEEKER	04/15/2016	2,475.00	.00	
Total 5546:				2,475.00	.00	
<b>5650</b>						
<b>HIGH COUNTRY GAS</b>						
	237058	OXYGEN 250 CUBIC FOOT	05/02/2016	61.25	.00	
Total 5650:				61.25	.00	
<b>5748</b>						
<b>CTL THOMPSON</b>						
	412268	COMPACTION TESTING	04/30/2016	200.00	.00	
Total 5748:				200.00	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	200100005814	energy innovation center	05/01/2016	14,016.47	14,016.47	05/06/2016
Total 5833:				14,016.47	14,016.47	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	1239-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
	1240-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
	1241-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
	1242-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
	1243-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
	1244-16	Water Testing	05/03/2016	20.00	20.00	05/06/2016
Total 5846:				120.00	120.00	
<b>5960</b>						
<b>ESCOBRA, BRYAN</b>						
	2001232002	REC FEE REFUND	04/27/2016	50.00	50.00	05/06/2016
Total 5960:				50.00	50.00	
<b>6007</b>						
<b>Glenwood Springs Community Concert Assoc</b>						
	042916	SEASON PASSES CONCERT	04/29/2016	600.00	600.00	05/06/2016
Total 6007:				600.00	600.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6109</b>						
<b>Aero-Mod, Inc</b>						
	SO29117-3	POLYMER WAND	04/21/2016	277.83	.00	
Total 6109:				277.83	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	22985	SUPPLIES	03/07/2016	796.43	796.43	05/06/2016
	23192	SUPPLIES-TONER CARTRIDGE	04/27/2016	674.94	674.94	05/06/2016
	23206	SUPPLIES	04/28/2016	191.56	191.56	05/06/2016
	23209	BATTERY	04/28/2016	24.99	24.99	05/06/2016
Total 6137:				1,687.92	1,687.92	
<b>6161</b>						
<b>Ewing Irrigation Products</b>						
	1297033	SUPPLIES	04/21/2016	2,502.31	.00	
Total 6161:				2,502.31	.00	
<b>6176</b>						
<b>Table Top Press</b>						
	17522-1816	ADVERTISEMENT	02/12/2016	264.00	.00	
Total 6176:				264.00	.00	
<b>6330</b>						
<b>COUNTY HEALTH POOL</b>						
	050116	COBRA	05/01/2016	2,332.37	2,332.37	05/06/2016
	050116.	IT	05/01/2016	101,741.13	101,741.13	05/06/2016
Total 6330:				104,073.50	104,073.50	
<b>6357</b>						
<b>FIRST STRING</b>						
	7668	SHIRTS	04/25/2016	187.00	.00	
Total 6357:				187.00	.00	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250108 04221	LONG DISTANCE	04/22/2016	153.28	153.28	05/06/2016
	6254904 04221	LONG DISTANCE	04/22/2016	113.08	113.08	05/06/2016
	6254960 04221	LONG DISTANCE	04/22/2016	119.41	119.41	05/06/2016
	6259179 04221	LONG DISTANCE	04/22/2016	95.86	95.86	05/06/2016
	K-7191113095	LONG DISTANCE	04/22/2016	1,105.46	1,105.46	05/06/2016
Total 6402:				1,587.09	1,587.09	
<b>6465</b>						
<b>HAJOCA CORPORATION</b>						
	SO10817602.0	URINAL CARTRIDGE	04/26/2016	140.00	.00	
Total 6465:				140.00	.00	
<b>6485</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Tisco Inc/Energy Equip-GrandJct						
	041216	SUPPLIES	04/12/2016	64.82	64.82	05/06/2016
	043016	SUPPLIES	04/30/2016	509.35	509.35	05/06/2016
Total 6485:				574.17	574.17	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	050316	SIGN DEPOSIT REFUND	05/03/2016	80.00	80.00	05/06/2016
	111557	LETTER SIGNS	04/28/2016	168.00	.00	
Total 6568:				248.00	80.00	
<b>6620</b>						
<b>625-WATER (9283)</b>						
	19350	BOTTLED WATER	04/13/2016	14.40	14.40	05/06/2016
	20807	BOTTLED WATER	05/04/2016	28.30	28.30	05/06/2016
Total 6620:				42.70	42.70	
<b>6655</b>						
<b>SOCIETY FOR HUMAN RESOURCE MGMT</b>						
	9006466482	MEMBERSHIP	03/31/2016	190.00	190.00	05/06/2016
Total 6655:				190.00	190.00	
<b>6661</b>						
<b>ARCADIS US, INC</b>						
	0782049	RRWPF GMP2 DESIGN	05/05/2016	1,180.95	.00	
Total 6661:				1,180.95	.00	
<b>6701</b>						
<b>RR DONNELLEY</b>						
	466069141	RIFLE CO SELF SERVICE	04/20/2016	841.01	.00	
Total 6701:				841.01	.00	
<b>6716</b>						
<b>SIMPLIFILE, LC</b>						
	042516	RELEASE OF LEIN	04/25/2016	13.00	13.00	05/06/2016
Total 6716:				13.00	13.00	
<b>6771</b>						
<b>TELVUE</b>						
	09511	CLOUDCAST HOSTED	04/22/2016	720.00	.00	
Total 6771:				720.00	.00	
<b>6779</b>						
<b>COMMERCIAL TIRE SERVICE, INC</b>						
	40317	TIRES	04/20/2016	307.16	.00	
	40318	TIRES	04/20/2016	511.80	.00	
	40370	TIRES	04/27/2016	73.48	.00	
Total 6779:				892.44	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-427820	SUPPLIES	04/20/2016	45.57	.00	
	3761-427847	DISC PAD SET	04/20/2016	26.73	.00	
	3761-427852	SUPPLIES	04/20/2016	19.48	.00	
	3761-427864	OIL FILTER	04/20/2016	6.90	.00	
	3761-427974	SUPPLIES	04/21/2016	117.11	.00	
	3761-428108	SUPPLIES	04/22/2016	60.00	.00	
	3761-428630	BATTERY	04/25/2016	96.63	.00	
	3761-428693	BATTERY	04/25/2016	104.30	.00	
	3761-428709	SUPPLIES	04/25/2016	18.00-	.00	
	3761-428834	QT-REPAIR KIT	04/26/2016	27.97	.00	
	3761-428953	SUPPLIES	04/27/2016	38.50	.00	
	3761-428962	BRAKE ROTOR	04/27/2016	69.24-	.00	
	3761-429199	POSI TRAC 70	04/28/2016	22.97	.00	
	3761-429862	FOAM DISCS	05/02/2016	13.08	.00	
	3761-429885	SELAED BEAM	05/03/2016	16.78	.00	
	3761-429944	HOOD SUPPORT	05/03/2016	36.18	.00	
	3761-430119	PRIMER BULB	05/04/2016	3.79	.00	
	3761-43025	FUEL PUMP	05/05/2016	61.99	.00	
Total 6790:				610.74	.00	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25309284 RI	HYDRAULIC DOSING UNIT	04/29/2016	2,975.00	.00	
Total 6831:				2,975.00	.00	
<b>6845</b>						
<b>E&amp;G TERMINAL, INC.</b>						
	5216950	DECAL REMOVER WHEEL	04/27/2016	377.48	.00	
	5217531	DECAL REMOVER WHEEL	05/03/2016	91.72	.00	
Total 6845:				469.20	.00	
<b>6858</b>						
<b>Merchants Integrity Test LLC</b>						
	M11524302016	INTEGRITY TEST	04/30/2016	160.00	160.00	05/06/2016
Total 6858:				160.00	160.00	
<b>6859</b>						
<b>THE PREMIER COMPANY</b>						
	174488	INVESTIGATIONS	04/30/2016	230.55	230.55	05/06/2016
Total 6859:				230.55	230.55	
<b>6868</b>						
<b>BULLEN, KIMBERLY</b>						
	042216	REIMBURSEMENT MILEAGE	04/22/2016	210.06	210.06	05/06/2016
Total 6868:				210.06	210.06	
<b>6893</b>						
<b>TRADE CENTER AUTO RECYCLERS, INC.</b>						
	6421	U-DRIVE SHAFT REAR	04/21/2016	200.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6893:				200.00	.00	
<b>6986</b>						
<b>King Soopers</b>						
	050316	SIGN DEPOSIT REFUND	05/03/2016	80.00	80.00	05/06/2016
Total 6986:				80.00	80.00	
<b>6995</b>						
<b>THE DRUG TESTING PLACE</b>						
	215582	BUSINESS URINE ANALYSIS	04/29/2016	90.00	90.00	05/06/2016
Total 6995:				90.00	90.00	
<b>7077</b>						
<b>COLORADO DOCUMENT SECURITY</b>						
	238676	DOCUMENT DESTRUCTION BIN	04/28/2016	52.00	52.00	05/06/2016
Total 7077:				52.00	52.00	
<b>7107</b>						
<b>MOLTZ CONSTRUCTION INC</b>						
	050516	DEMOLITION EXISTING 3 MG W	05/05/2016	45,260.00	45,260.00	05/06/2016
	050516.	Drawings for design of 3MG Tank	05/05/2016	19,900.00	19,900.00	05/06/2016
	050516/	FABRICATON INLET OUTLET D	05/05/2016	34,515.00	34,515.00	05/06/2016
	17	RWPF GMP#1 & #2	03/03/2016	1,798,733.70	1,798,733.7	05/06/2016
Total 7107:				1,898,408.70	1,898,408.7	
<b>7116</b>						
<b>DRAKE CONSULTING INC.</b>						
	216.047	PRELIMINARY TOPO	05/02/2016	367.50	.00	
Total 7116:				367.50	.00	
<b>7134</b>						
<b>ABOVE SEA LEVEL</b>						
	820230	TANK MAINTANCE	04/13/2016	75.00	75.00	05/06/2016
Total 7134:				75.00	75.00	
<b>7146</b>						
<b>CROP PRODUCTION SERVICES</b>						
	29439753	MAKAZE	04/15/2016	147.40	.00	
	29439766	SOP GRANULAR UAP	04/15/2016	1,184.20	.00	
Total 7146:				1,331.60	.00	
<b>7149</b>						
<b>THOMPSON'S CLEANING</b>						
	17293	CLEAN CARPET UTE	05/04/2016	225.00	225.00	05/06/2016
Total 7149:				225.00	225.00	
<b>7151</b>						
<b>MOUNTAIN STATES</b>						
	63091	Compensation and Benefit Study	04/27/2016	1,762.50	1,762.50	05/06/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7151:				1,762.50	1,762.50	
<b>7205</b>						
<b>US FOODS</b>						
	3589838	FOOD SUPPLIES	04/14/2016	560.70	.00	
	3719695	FOOD SUPPLIES	04/21/2016	939.74	.00	
	3846591	FOOD SUPPLIES	04/28/2016	355.40	.00	
Total 7205:				1,855.84	.00	
<b>7214</b>						
<b>RABOBANK NA</b>						
	200100005822	PUMP STATION	05/01/2016	4,512.01	4,512.01	05/06/2016
Total 7214:				4,512.01	4,512.01	
<b>7220</b>						
<b>NORTHWEST COLORADO</b>						
	5418	INSPECTION UTE CENTER	04/30/2016	300.00	.00	
Total 7220:				300.00	.00	
<b>7229</b>						
<b>ROTO ROOTER PLUMBING</b>						
	381967	SCHEDULED MAINTENANCE	04/07/2016	1,500.00	1,500.00	05/06/2016
	382242	PUMP GREASE COLLECTION PI	04/07/2016	1,500.00	1,500.00	05/06/2016
Total 7229:				3,000.00	3,000.00	
<b>7251</b>						
<b>ALL AROUND PROPERTY MAINTENANCE</b>						
	2463	APRIL SNOW REMOVAL	05/02/2016	225.00	225.00	05/06/2016
Total 7251:				225.00	225.00	
<b>7260</b>						
<b>Aquatic Resources Inc.</b>						
	7144	15 GAL ACID MAGIC	04/29/2016	1,004.50	.00	
	7150	SQUARE SUCTION FILTER FRA	05/03/2016	785.50	.00	
Total 7260:				1,790.00	.00	
<b>7285</b>						
<b>GOPHER IRRIGATION</b>						
	12577	IRRIGATION START	05/09/2016	287.00	.00	
	12578	IRRIGATION START UP	05/09/2016	542.25	.00	
Total 7285:				829.25	.00	
<b>7306</b>						
<b>OLIVE RIDLEYS COFFEE</b>						
	050316	DDA CATERING	05/03/2016	127.62	127.62	05/06/2016
Total 7306:				127.62	127.62	
<b>7434</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>RIFLE HOUSING AUTHORITY</b>						
	030116	MONTH OF MARCH	03/01/2016	1,319.50	1,319.50	05/06/2016
	040116	MONTH OF APRIL	04/01/2016	1,319.50	1,319.50	05/06/2016
Total 7434:				2,639.00	2,639.00	
<b>7446</b>						
<b>CDC JANITORIAL</b>						
	167919	SUPPLIES	04/13/2016	150.27	.00	
	168518	SUPPLIES	04/20/2016	132.10	.00	
	169978	SUPPLIES	05/04/2016	290.65	.00	
Total 7446:				573.02	.00	
<b>7451</b>						
<b>WHISTLE PIG</b>						
	65	LUNCH	04/26/2016	350.00	350.00	05/06/2016
Total 7451:				350.00	350.00	
<b>7459</b>						
<b>MOUNTAIN WASTE &amp; RECYCLING</b>						
	6928	RECYLCE	01/01/2016	18.23	18.23	05/06/2016
	72449	RECYCLE	05/01/2016	55.00	55.00	05/06/2016
	72707	RECYCLE	05/01/2016	185.00	185.00	05/06/2016
	74804	PORTABLE TOLIET	05/01/2016	95.00	.00	
Total 7459:				353.23	258.23	
<b>7473</b>						
<b>TOOL CHICK LLC</b>						
	127925	PIN STRIPE ERASER	04/20/2016	51.90	.00	
Total 7473:				51.90	.00	
<b>7486</b>						
<b>MULTISERVICIOS MARANATHA</b>						
	050316	SIGN PERMIT REFUND	05/03/2016	80.00	80.00	05/06/2016
Total 7486:				80.00	80.00	
<b>7487</b>						
<b>SGS ACCUTEST INC</b>						
	D4-74289	PWSID CO0123676	04/27/2016	1,015.50	.00	
	D4-74290	PWSID CO0123676	04/27/2016	1,320.00	.00	
	D4-74397	PWSID CO0123676	04/28/2016	243.50	.00	
Total 7487:				2,579.00	.00	
<b>7491</b>						
<b>Ohlson Lavoie Corporation</b>						
	111996	Aquatic Facility Study	04/30/2016	4,702.88	.00	
Total 7491:				4,702.88	.00	
<b>7501</b>						
<b>THUNDER MOUNTAIN TESTING</b>						
	2287	INSPECTION	04/19/2016	597.15	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7501:				597.15	.00	
<b>7521</b>						
<b>CROWN TROPHY</b>						
	29298	SOCCER MEDAL	04/26/2016	420.48	.00	
Total 7521:				420.48	.00	
<b>7563</b>						
<b>ADMIRAL SIGN CO</b>						
	050316	SIGN DEPOSIT REFUND	05/03/2016	80.00	80.00	05/06/2016
Total 7563:				80.00	80.00	
<b>7564</b>						
<b>ALTITUDE CUSTOM SIGNS, LLC</b>						
	050316	SIGN DEPOSIT REFUND	05/03/2016	80.00	80.00	05/06/2016
Total 7564:				80.00	80.00	
<b>7565</b>						
<b>EDGAR &amp; VESENIA TALAVERA</b>						
	050316	SIGN DEPOSIT REFUND	05/03/2016	80.00	80.00	05/06/2016
Total 7565:				80.00	80.00	
<b>7566</b>						
<b>MR. VAC CLEANING &amp; RESTORATION</b>						
	34951	FLOOD SERVICE CALL	02/18/2016	368.18	368.18	05/06/2016
Total 7566:				368.18	368.18	
<b>7567</b>						
<b>SWISHER HYGIENE</b>						
	5086I-0000247	SUPPLIES	04/28/2016	561.52	561.52	05/06/2016
Total 7567:				561.52	561.52	
Grand Totals:				2,113,381.78	2,046,328.0	

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

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

Report Criteria:

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

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

May 12, 2016

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

Re: May 18, 2016 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 May 18, 2016 Rifle City Council Meeting.

1. Ordinance No. 12, Series of 2016 (Sales Tax Code Amendments). Chapter 4, Article 2 of the Rifle Municipal Code establishes the administrative procedures and regulations for the collection of the City's sales and use tax. Several recent incidences have highlighted the City's need to be more diligent and consistent in enforcing the Retail Sales and Use Tax Code to ensure complete and proper collection. Ordinance No. 12 is one step of several contemplated by staff that are proposed to make tax collection more uniform and efficient, reimburse the City for expenses incurred in tracking down delinquent retailers, enforcing tax collection, and ensure that retailers are not permitted to fall months behind in their remittances to the City.

To give Council a brief summary of the process: when the City does not receive a sales tax report and remittance, it mails a Notice of Deficiency and Demand for Payment to the retailer. If the retailer does not file a report and pay sales tax due or appeal the amount due within 30 days, the City records a lien against the personal property of the business to secure its tax lien rights. If circumstances justify, the City may further initiate a municipal court case to seek a judgement and court supervision over the matter. As a final resort, the City may issue a distraint warrant seizing the business assets and auctioning them off to collect the delinquent sales tax due. All of these steps in the process take staff time and the fees enacted by Ordinance No. 12 reimburse the City for some of those costs. Ordinance No. 12 is on your consent agenda on second reading.

2. Ordinance No. 13, Series of 2016 (Cemetery Regulations). In 2006, the General Assembly adopted revisions to the state's cemetery regulations codified at Section 31-25-701 *et seq.*, C.R.S. Since that time, the statutory law has precluded municipalities from "convey[ing] title to real property surveyed as a lot in a cemetery for use as a burial space," instead allowing only for

the grant of interment rights within a cemetery. C.R.S. § 31-25-708. The 2006 revision also allows the City to reclaim any right in a burial space that goes unused for 75 years.

Chapter 11, Article VII of the Rifle Municipal Code currently provides for the sale of all right, title, and interest of burial spaces to the same degree any covenant-restricted land purchase may occur, placing the City at odds with Colorado law. Enclosed for Council is Ordinance No. 13 revising the City's cemetery regulations in the Code to align with state law. While we were making these amendments, we reorganized the Article to add clarity. The revisions will not affect the functioning of Rose Hill Cemetery in any noticeable way as this is simply a formality in the manner in which the right to be interred is conveyed.

3. Second Amendment to Moose Lodge Agreement. The City has had a long-standing agreement with the Moose Lodge whereby the City maintained the Moose Cemetery which is adjacent to the Rose Hill Cemetery. That Agreement was revised in 2005 to accurately account for the costs to the City for that upkeep. The Moose Lodge has fallen behind on the payments, and looking into the future, it is not realistic for it to be able to bring its account current or continue to make the required payments. Staff has worked with the Moose Lodge to find a mutually beneficial solution which is contained in the enclosed Second Amendment to the Moose Lodge Agreement.

The Moose Lodge owns the parking lot at 133 East 3<sup>rd</sup> Street adjacent to the Lodge and the City desires additional downtown parking. The Lodge is willing to allow the City to use it as public parking through December 31, 2029 in consideration for the City waiving the balance due for past Moose Cemetery maintenance. The City will exempt Moose Members from any parking restrictions imposed on the parking lot and the City will maintain it during this term, which includes the right to improve it at the City's sole discretion.

In addition, the Moose Lodge will deed the Moose Cemetery to the City for the City's use and conveyance of interment rights, giving the City additional and needed plots. In the Agreement, the Lodge reserves 4 plots for Members that have already requested them and the City will continue maintaining it as part of Rose Hill Cemetery.

4. Ordinance No. 14, Series of 2016 (North Rifle Rezoning). To implement the City's Comprehensive Plan, the Planning Department initiated an application to rezone 18 properties located in North Rifle from Light Industrial to Community Service Business and Public Zone District. After the Planning Commission's consideration of this application at its March meeting, and objection by some property owners, the application was revised to rezone only 10 properties as shown in the Planning Department's staff report. Ordinance No. 14 rezones the 10 listed properties as indicated and as recommended by the Planning Commission at its April meeting.

5. Fourth Amendment to The Farm Annexation Agreement. In 2015, the City entered in to the Third Amendment to The Farm Annexation Agreement to acquire property to construct the Morrow Draw Trail in exchange for Parkland Dedication Credits toward The Farm PUD. When constructing the Trail, a much preferable alignment existed at the top of the slope that traversed

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Tract C as shown on Exhibit B attached to the enclosed Fourth Amendment to The Farm Annexation Agreement. Tract C consists of 2.825 acres that includes the forested part of the Trail just before returning to Morrow Drive that staff finds to be valuable parkland for the City. The Savage Family agreed to convey this property to the City for additional Parkland Dedication Credits for The Farm PUD and potential development on the remainder of Homestead PUD. The Fourth Amendment to The Farm Annexation Agreement provides for those credits and the conveyance of the Additional Morrow Draw Property to the City.

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

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**MEMORANDUM**

**TO:** Honorable Mayor and City Council  
**FROM:** Nathan Lindquist, Planning Director; Hannah Klausman, Planner  
**DATE:** April 26, 2016  
**SUBJECT:** MAP AMENDMENT 2016-3: NORTH RIFLE REZONING  
APPLICANT: City of Rifle

**I. REQUEST**

The City of Rifle Planning Commission recommends to City Council a rezoning of ten (10) parcels in North Rifle. Nine (9) parcels are to be considered for rezoning from Light Industrial zoning to Community Service zoning, and one (1) parcel from Light Industrial zoning to Public Zone District (the Fire District Office). The Rifle Planning and Zoning Commission has requested Council to consider the rezoning of these properties to fit with the intended future use of the area as described in the Comprehensive Plan. Planning Commission also included a recommendation that the City install a sidewalk on Whiteriver Avenue from 24<sup>th</sup> Street to the Rifle Creek Trail south of Fellowship of the Rockies Church. This infrastructure item would begin to transition the neighborhood to the desired character and provide an important pedestrian link for residents of the Palamino Park/Knollridge neighborhood.

**II. ATTACHMENTS**

Attached are comments Staff has received from citizens and property owners on this matter. Council should note that several of that comments are in regards to an area (the triangular piece at the intersection of Hwy 13 and Whiteriver Avenue) that was originally included in the rezoning but was removed from the rezoning and maintained as Light Industrial in Planning Commission's final decision. This modification was made after considering information received from the public at the first Public Hearing on this matter.

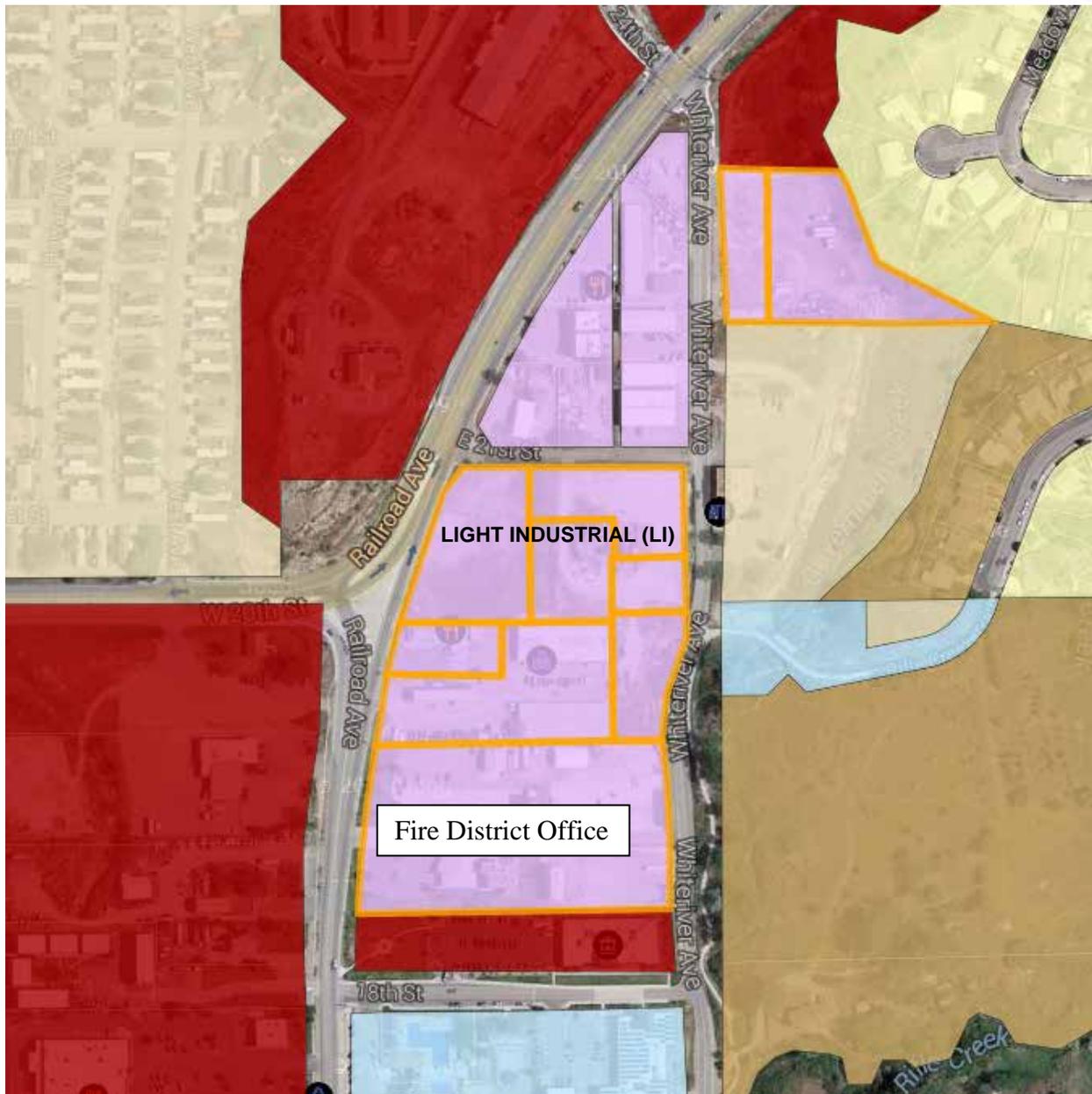
**III. SITE LOCATION**

The ten (10) properties recommended for rezoning are highlighted in orange on the map below. They include eight parcels north of 18<sup>th</sup> Street and south of 21<sup>st</sup> Street between Railroad Avenue and Whiteriver Avenue, as well as two parcels east of Whiteriver Avenue adjacent to Government Creek.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**IV. BACKGROUND – COMPREHENSIVE PLAN**

The 2009 Rifle Comprehensive Plan identifies the area in question as part of the “North Rifle Center” neighborhood. The Comprehensive Plan recommends that the area be rezoned from Light Industrial to Community Service zoning (page 61):

*North Rifle Center Objective #1: Over the next 20 year planning period, highly visible and centrally located light industrial properties in the North Rifle Subarea will likely be rezoned to a retail/commercial land use similar to adjacent zoning.*

## DEPARTMENT OF PLANNING & DEVELOPMENT

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On page 59-60, the Comprehensive Plan goes into more detail on the vision for the North Rifle Center neighborhood:

*The North Rifle Center is currently the main commercial destination area north of Downtown Rifle....The area serves as a shopping node for the residential development on Graham Mesa that accesses the area via 16th Street. Major public services are located in the neighborhood, including the Garfield County Health and Human Services building, the County Courthouse and the City/County Justice Center. Metro Park, with a swimming pool and skate park, is located here. While some areas of the North Rifle Center are built-out, many parcels are ripe for redevelopment. For example, there is great potential for commercial redevelopment where light industrial and older commercial currently exist near the triangle of land formed by Whiteriver Avenue and State Highway 13.*

### V. NEIGHBORHOOD CONTEXT

The neighborhood surrounding the properties in question is composed of Community Service zoning to the north, west and south, and Medium Density Residential zoning to the east. Surrounding land uses include commercial, residential, and public uses. Existing uses within the area in question are of a commercial or civic character, with several large vacant properties and one (1) residential use. There are no existing light industrial uses in the area proposed for rezoning. Adjacent to the north are three (3) outdoor storage/tow yards in an area proposed to remain zoned Light Industrial.

Staff finds that the Light Industrial zoning of this area does not conform with the existing character of the neighborhood, nor with the desired vision of the neighborhood as described in the Comprehensive Plan. Decades ago this area was on the outskirts of Rifle and an appropriate location for light industrial uses. However Rifle's growth has surrounded this area with commercial and residential uses. The area is no longer compatible with light industrial uses, and it has transitioned to commercial use over time. The area is located along a key transportation corridor (Highway 13 and Railroad Avenue) that is a major entrance to the Rifle community. Formalizing the transition of the area from Light Industrial to Commercial uses would assist in meeting the Comprehensive Plan's objective to "*protect key corridors from unsightly land uses and ensure these thoroughfares protect the City's image.*" (page 99)

The properties that are recommended for rezoning share one or more of the following criteria:

1. Properties in a block that borders Railroad Avenue and is part of that walkable commercial corridor.
2. Properties in a block that is directly adjacent to a residential neighborhood.
3. Properties in a block where current uses do not currently exhibit a light industrial character and have transitioned to uses compatible with Community Service zoning.

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202 Railroad Avenue, Rifle, CO 81650

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**VI. EFFECTS OF REZONING ON EXISTING BUSINESSES AND PROPERTIES**

The major effect of this rezoning would be to no longer allow industrial uses such as Scrap Metal Processing, Slaughter Houses and Rendering Plants, Adult Entertainment Establishments, Asphalt or Concrete Batch Plants, Storage Yards, Outside Storage, and Contractor and Heavy Equipment Storage Yards in this area. The Comprehensive Plan desires these types of uses to occur in designated Light Industrial areas away from the commercial and residential neighborhoods of North Rifle.

Properties and businesses affected by the proposed rezoning can be put into two categories:

1. **Properties that are larger and mostly vacant.** There are several larger vacant properties in the area that are suitable for development. Rezoning the property would encourage commercial or mixed-use development and prevent industrial development. The effect on property owners would be to limit the types of uses that may be developed in the future. The advantage of the rezoning would be to protect existing commercial and residential uses from being negatively impacted by new industrial neighbors.
2. **Properties with existing businesses compatible with Community Service zoning.** All existing businesses in the area can be permitted under Community Service zoning and thus will not be affected by the rezoning. This includes restaurants, retail establishments, auto body shops, indoor fabrication shops, equipment rental facilities (U-Haul), indoor warehouses, and offices. The rezoning would prevent these properties from changing into industrial uses in the future, which limits the options of property owners but also protects existing commercial uses from incompatible industrial neighbors.

In addition, some standards for new development in the Community Service zoning district are higher than those in Light Industrial zoning. For example, the front façade of a new building in a Light Industrial area may be 75% metal or flat concrete block, but in the Community Service zoning district 100% of the front façade must be of a more attractive material such as brick, split-face block, stone, or stucco.

**VII. FINDINGS**

Pursuant to Section 16-5-360, the Commission shall consider the following criteria before approving a Text Amendment (***staff comments shown in bold italics***):

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

***The proposal conforms with the Code, which permits the City of Rifle Planning Commission to initiate a rezoning.***

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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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;

***The proposed rezoning would ensure that future development is compatible with the character of the surrounding area, as discussed above, by encouraging high-value and more attractive commercial uses and prohibiting lower-value and less attractive industrial uses that are not compatible with surrounding residential and commercial uses.***

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

***Commercial uses are desirable in the “North Rifle Center” area, as described by the Comprehensive Plan.***

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

***The proposed rezoning may prevent adverse environmental effects that may arise from industrial uses in close proximity to residential and commercial areas.***

4. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

***The proposal fulfills an objective of the Comprehensive Plan.***

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

***Long-term positive impacts on the value of property and buildings can be projected as the existing commercial, civic, and residential uses are protected from potential industrial neighbors as the area develops over time.***

6. 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.

**N/A**

**VIII. RECOMMENDATION**

Staff recommends that Planning Commission recommend to City Council approval of Map Amendment 2016-3 with a recommendation that the sidewalk on Whiteriver Avenue in this area be prioritized in the City of Rifle Capital Improvement Plan.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



## Charlotte Squires

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**From:** Richard Johnson <rjohnson@txampumps.com>  
**Sent:** Thursday, March 24, 2016 2:53 PM  
**To:** Nathan Lindquist  
**Cc:** Wadley Jeff  
**Subject:** NORTH RIFLE REZONING

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Nathan,

My name is Rick Johnson, Shop manager of Txam Pumps located at 224 E. 21<sup>st</sup> Street. It has been brought to my attention of the proposal to rezone the area in which our business is located. It seems to me that we would be one of the businesses directly impacted if this rezoning did in fact occur. On 05-05-2014 we received a conditional use permit, Everything that is located in the yard adjacent to our shop is critical in our business structure. It would be very difficult and costly for Txam to pack up and move across town, let alone the costs we have already invested into this property to allow us to operate efficiently. I strongly disagree to the proposed rezoning and appreciate you taking the time to hear my concern. If you have any questions please feel free to call.. Have a Great Day!

Rick Johnson  
Txam Pumps  
224 E. 21st ST  
Rifle, CO, 81650  
Cell-970-589-4538  
Office-970-665-9191

## Charlotte Squires

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**From:** Ignacio Mendoza <nachgege@hotmail.com>  
**Sent:** Thursday, March 24, 2016 11:02 AM  
**To:** Nathan Lindquist  
**Subject:** North Rifle Rezoning

From: Ignacio Mendoza  
2000 Railroad Av Rifle co

I don't agree with your reasoning of North Rifle You are assuming no impact for aura business at this Tim but if in the future I want to use my property for a different kind of business it would impact me I don't agree at this time with you assessment

Sincerely,  
Ignacio Mendoza  
Sent from my iPad

## Charlotte Squires

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**From:** P & K'S AUTO BODY INC. <pandks@sopris.net>  
**Sent:** Thursday, March 24, 2016 12:56 PM  
**To:** Nathan Lindquist  
**Subject:** conditional use permit @2157 whiteriver ave

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

We are sending this e-mail in protest of changing the zoning of the property where our tow lot is located. P & K'S Auto Body has done everything that is required by the city of Rifle to have our tow yard at this location. In order for us to be on rotation with the municipalities we have to have a locked secure yard ! This needs to be near our place of business so we can have a good visual of the yard. We are willing and have always tried to maintain a clean and organized lot so it is not an eyesore to the entrance to " our " town! If beautification is needed then it needs to be a joint effort for the city , the owner & the tenants. The City of Rifle still needs small businesses such as ours to provide a much needed service to the community and by making it more difficult for some if not all small businesses you , The City of Rifle , are making it very hard for any of us to stay in business! Some of us have made Rifle our home for a long time and even the new people in town need the small business people to be here . We provide a service to locals , our neighboring communities and also to people passing through. Outside storage is and always has been part of the towing and auto body repair business , so if the rezoning is part of what the city thinks it needs to do, then we need to rethink how and where impounded and wrecked vehicles are going to be taken care of. The lot we are on has always been a storage lot and we have made improvements to the lot that no one else has done . So to summarize this , we feel that rezoning is completely unfair and unnecessary ! There are many places in Rifle that could use some cleaning up that is much more of an eyesore than where our tow lot is located.

P&K'S Auto Body , Inc.



## Charlotte Squires

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**From:** Jim Suminski <jim@mcmillanglenwood.com>  
**Sent:** Thursday, March 24, 2016 1:44 PM  
**To:** Nathan Lindquist  
**Subject:** Rezoning 2157 Whiteriver Ave.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Nathan, I wanted to let you know that I am opposed to any zoning changes to the property I own at 2157 Whiteriver Ave. This rezoning will limit the kinds of businesses that could utilize this property and thus negatively impact the property's value and income potential. How would the City compensate me for my loss if this change takes place?

Thanks,  
Jim Suminski

McMillan Claim Service  
813 Colorado Ave.  
Glenwood, Colorado 81602  
Office 970-945-8548  
Fax 970-945-9181

*If you received this message but you are not the intended recipient or responsible for delivering the message to the intended recipient, you are hereby notified that any review, dissemination or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please do not read it. Please delete it from your system without copying it, saving it or forwarding it and notify the sender by reply e-mail, so that our records can be corrected.*

## Charlotte Squires

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**From:** jeff wadley <jwadley1@gmail.com>  
**Sent:** Wednesday, March 09, 2016 1:37 PM  
**To:** Nathan Lindquist  
**Cc:** julia hughes  
**Subject:** North Rifle Rezoning Proposal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

City of Rifle  
Planning and Development Department  
202 Railroad Ave.  
Rifle, CO 81650

Nathan Lindquist  
Planning Director,

RE: North Rifle Rezoning Proposal

The Comprehensive Plan vision to make this area an attractive entrance into Rifle is understandable.

WHERE AS;

My Family purchased 216 and 224 E. 21st Street 20+ years ago. The Light Industrial zoning was of primary importance at the time of purchase and now. I have worked hard to create a solid business model and an income stream providing constant revenue for the City and supporting a primary industry in our area, Oil and Gas development. My current tenant did \$165,000.00 gross sales last month, February 2016, a slow month for them. Many other business benefit from the customer base drawn into the Rifle by this operation. The combination of the yard and 3500 square feet of shop/ office space has been providing an attractive business opportunity for multiple companies. This income stream of this property is of major importance to myself and my family.

Last year we were granted a conditional use permit, as an acceptance to my standard operating procedures, which the City required after my tenant placed a 40' container on the 216 E. 21st Street lot. I was required to do several improvements at a cost of over \$5000.00. I have \$20,000.00 invested in the fencing alone plus thousands of dollars in surface improvement and site upgrades.

The yard at 216 E. 21st is now the show room and display area in support for the sales and operation of the business using the west end of the 224 E. 21st warehouse building. These 2 properties have operated in conjunction with each other for 20+ years and prior to my family's ownership.

We have listed the 216 lot for sale in unison with the property to the west to create a building envelope on the Hwy 13 at the intersection of 21st street in the past. We have made the 216 lot a prospective building site for business development and always have had a sign advertising "will build to suit". Without an interested party following thought in the past 20 years.

Several lots in this area have been for sale as long as I can remember without any new building and uses being completed, creating no revenues.

An Economical driver is absent to motive construction of a new building on the 216 lot to be compliant with the Community Service use.

There was committees and a lot of effort to drive the development on the South side of I-70 in the past and the North side of town suffered during this effort. Now we are hoping for new interests to this area. The Gun Barrel building, for example, being compliment with the CS zoning is all but empty provide little revenue for the City or it's owner.

What effort is being provide to stimulate economical development in the North end of the City to comply with CS zoning? With only one other property in the area non compliant with CS zoning What is to be achieved by the proposed change?

## **IMPACT**

Devastate to my family's multi-generational currently compliant business model as LI in this North Rifle area. Illumination of my family's income and City tax revenues. I and the City would end up with another empty, eye sore, unusable lot earning no revenue for my family or the City of Rifle. Taxes, insurance and maintenance would still required.

The needed Income for my family to service long term investment debt on this property would be gone.

**THEREFORE;**

If the CS Rezone Proposal change is enacted for this North Rifle area. I request that Grandfathering the existing LI use for 216 E 21st Street is made permanent.

Respectfully submitted,

Jeff Wadley

Dear Planning and Zoning Commissioners,

Hannah Klausman, City Planner, forwarded the live streaming video information so that I was able to watch the March 29<sup>th</sup> Planning and Zoning proceedings. I appreciate the commission's willingness to table the decision until such things as "outside storage" are clarified. It seemed to me there was one aspect of the use of the vacant properties that was not considered last night, an aspect that trumps even the zoning, that is the economic highest and best use.

I don't know how property sales are today, but the last properties I have dealt with in Rifle have been on a price per square foot basis. The two businesses that were used as examples in the discussion last night, a potential saw mill or a potential batch plant, both would not be interested in these in town properties, they would buy property on an acreage basis, not a per square foot basis. Those larger undeveloped parcels, because of their high values, will be developed as properties that return a certain capitalization rate to the buyer developer. Yes, if Rifle continues in the commercial doldrums, the values will, drop inviting lesser desirable development. I'm guessing that the development plans for Rifle are hoping for renewed economic vigor. If the new vigor comes as it has for the past 70 years via energy development, Rifle's engine will be natural gas field or shale field which is usually results in Cinderella with a dirty face. I believe that the zoning left as is coupled with enforcement of existing code is the reasonable way to proceed. Economics will eliminate slaughterhouse plants, rendering plants, salvage yards, and sawmills.

Sincerely,

Bob Cross

Property Owner

1934 Railroad Avenue

## Charlotte Squires

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**From:** Hannah Klausman  
**Sent:** Monday, March 28, 2016 10:52 AM  
**To:** Dustin Marantino; Helen Rogers; sean.strode@gmail.com; Tim Barnett (timmy1919@hotmail.com); Marc Caldwell (Skmmarc2003@yahoo.com); Sharon Pettinger (magicmoments64@msn.com); rellufnevets@gmail.com  
**Cc:** Charlotte Squires  
**Subject:** FW: North Rifle Rezoning Citizen Letters  
**Attachments:** North Rifle Rezone Letters.pdf  
**Importance:** High

Dear P&Z Commissioners,

I have attached additional citizen comment letters in regards to tomorrow's meeting that came in after our packet send out. Please review these prior to the meeting as we are expecting high attendance from the public. There are two letters in the attachment, as well as one forwarded email letter below. Thank you and I look forward to a lively discussion tomorrow evening.

*Sincerely,*

*Hannah Klausman  
City Planner  
City of Rifle, CO  
970.665.6497*

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**From:** jeff wadley [<mailto:jwadley1@gmail.com>]  
**Sent:** Sunday, March 27, 2016 5:50 PM  
**To:** Nathan Lindquist  
**Cc:** julia hughes; Richard Johnson  
**Subject:** North Rifle Rezoning

City of Rifle, Colorado  
Planning and Zoning Commission

RE: North Rifle Rezoning

My apologies to the City of Rifle P&Z Commission, Planning Department and Staff. I am unable to make your meet on 29 March as I am working out of the area.

The suggested change from Light Industrial is a paramount issue for my family and I at 216 E. 21st Street. It's business and operational value in connectivity with 224 E. 21st Street is critical. The two have operated in combination with each other for 20 + years.

The small yard at 216 E 21st is providing a retail community service as an outdoor equipment sales/rental space. It is a show room type space to demonstrate for perspective clients their options. Txam currently is a provider as an oil and gas business support group.

We have not ever allowed any harmful environmental effects.

I am happy to eliminate the 40' container, the only heavy equipment article stored on the yard, which put us into a special use category.

Please consider allowing my family's business use to continue.

I do have copy of the Comprehensive Plan and have not read it. I will before the P&Z meeting on 20 April 2016. Which i plan to attend.

Jeff Wadley

[jwadley1@gmail.com](mailto:jwadley1@gmail.com)

March 23, 2016

City of Rifle Planning and Zoning Commission

Re: Proposed zone change in North Rifle

Parcel #217704300010

Our property is bordered by Hwy 13 to the west and Whiteriver Avenue to the east. The triangular shape with setbacks would allow only a small structure on the property. Our property would be impacted by the zone change.

The only income I have now or could have in the future is outside storage. To downgrade this property zoning would stop any income potential.

The property taxes we have paid over the last 8 years is \$676 to \$1410 per year. I currently rent the property to P & K Auto Repair and Wrecker Service for \$500 per month. With this zone change the property would become useless.

Any questions, please don't hesitate to contact Scott or Linda Brynildson.

Scott 970-230-1047

Linda 970-274-9916

*Linda Brynildson*

*Scott*



2117 Whiteriver Ave Rifle CO 81650  
970-625-5060  
970-625-5217 Fax

March 24, 2016

Attn: Nathan Landquist or To Whom It May Concern

I, Matt Morgan, of Elmer Glass Company of Rifle and MMZZ am responding to the proposed zoning changes to voice our opinion and wanted to inform you that our preference will be that it stay the way it has been and that we are Against any changes being made to the current zoning. We currently operate at 2117 Whiteriver Ave as well as have the rental property at 2133 Whiteriver Ave where P&K's is operating and the parking lot in between. We have been located here 3/1/1982 and do not believe this change would benefit us or our companies.

Sincerely,

Matt Morgan

A handwritten signature in blue ink that reads "Matt Morgan".

Owner of Elmer Glass Co of Rifle Inc.

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 14  
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING  
PROPERTIES IN NORTH RIFLE FROM LIGHT INDUSTRIAL (LI) TO  
COMMUNITY SERVICE BUSINESS DISTRICT (CS) AND PUBLIC ZONE (PZ)  
DISTRICT IN CONFORMANCE WITH THE CITY OF RIFLE  
COMPREHENSIVE PLAN.

WHEREAS, the City of Rifle initiated an application to rezone certain properties located in North Rifle described below (hereinafter collectively the "Properties") from Light Industrial ("LI") to Community Service Business District ("CS") and Public Zone ("PZ") District in conformance with the City's Comprehensive Plan; and

WHEREAS, on March 29 and April 26, 2016, the City of Rifle Planning Commission considered the City-initiated application for rezoning the Properties and recommended that the City Council rezone the Properties as indicated below; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly-noticed public hearings as required by the Rifle Municipal Code, and now wish to rezone the Properties.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Properties described below are hereby rezoned to Community Service Business District ("CS"):

Garfield County Assessor Parcel Nos:

217709202005  
217704301007  
217704345001  
217704301005  
217709245002  
217709202006  
217709202004  
217704401001  
217704400028

3. The Property described below owned by the Colorado River Fire Protection District is hereby rezoned to Public Zone ("PZ") District:

County Assessor Parcel No: 217709200065

4. 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 Section 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 Section 16-1-10 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on May 18, 2016, 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 June 1, 2016 passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN GARFIELD COUNTY AND THE CITY OF RIFLE  
TO SHARE THE COST OF STREET IMPROVEMENTS**

This Intergovernmental Agreement is entered into by and between **Garfield County, State of Colorado** (“County”) and the **City of Rifle, Colorado** (“City”) (collectively, the “Parties”) to share the costs required to rebuild approximately 1,450 feet of asphalt, portions of which are located within the jurisdiction of each Party (the “IGA”).

**RECITALS**

WHEREAS, the County is a body politic and corporate of the State of Colorado whose powers are exercised by the Board of County Commissioners (“BOCC”). COLO. REV. STAT. §§ 30-5-125 and 30-11-103; and

WHEREAS, the City is a Colorado Home Rule Municipality. Colo. Const. art. XX, § 6; and

WHEREAS, the Parties are authorized and encouraged to cooperate with each other to make the most efficient and effective use of their powers and responsibilities. Colo. Const. art. XIV, § 18(2) (a)-(c) and art. XI, § 2; COLO. REV. STAT. §§ 23-31-120 and 29-1-201; and

WHEREAS, approximately 1,450 feet of asphalt, which is used by and immediately adjacent to the Garfield County Fairgrounds and Administrative Complex (the “County Facility”), and is generally shown on Exhibit A (the “Street Area”), is in poor condition; and

WHEREAS, the City will also install curb, gutter and sidewalk; and

WHEREAS, the City estimates the total cost of necessary repairs and improvements to the Street Area to be \$225,000; and

WHEREAS, the Parties agree that it is appropriate to rebuild the street and agree that it will be more efficient and cost effective and of greatest service to the public for the Parties to share the cost of repair and replacement of the Street Area under the terms and conditions set forth herein (the “Project”);

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements identified below, the Parties agree as follows:

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

2. Project Location. The project location is from the corner of 12<sup>th</sup> and Park Avenue, along 12<sup>th</sup>, then northward along Howard, then eastward along 14<sup>th</sup> to the north entrance of the County Facility.

3. Project Scope. The City and the County agree to remove the existing asphalt roadway, improve the subgrade as the existing roadway is on poor soils, and conduct appropriate grading for a new surface which will include:

- a. Sidewalk along the northern and western sides of the streets in question
- b. Curb and gutter along both sides of the street
- c. A crosswalk from the County parking area to the County Health Facilities
- d. Driveway cuts
- e. Surface drainage improvements
- f. General right of way restoration

4. Project Cost. The City estimates that the cost of work identified as the Project Scope is \$225,000.00. The Parties agree to share this cost in proportion to the length of the pathway in their respective jurisdictions whereby the County will contribute \$60,000.00 toward the cost and the City will contribute \$165,000.00.

- a. If estimated or actual Project Cost exceeds \$225,000.00, the City will notify the County of the increase before commencing work or otherwise incurring any cost for which it will seek contribution from the County. The County will not be responsible for a proportionate share of the costs in excess of that stated in paragraph 4 without its written consent.

5. The City's Rights and Responsibilities.

- a. Construction. The City shall be solely responsible managing construction of the work in conformance with the Project Scope on a schedule it deems necessary and appropriate for Project completion with the intent being to complete the work in advance of the 2016 Garfield County Fair.

6. The County's Rights and Responsibilities.

- a. Payment of Proportionate Share. The County agrees to contribute Sixty Thousand Dollars (\$60,000.00) towards the cost of improving 1,450 lineal feet of roadway as shown on Exhibit A. The County agrees to make its payment to

the City upon receipt of a signed invoice from the City once the projected has started. The City shall send the invoice to Kevin Batchelder, County Manager, at 108 8<sup>th</sup> Street, Suite 101, Glenwood Springs, CO 81601.

7. Payments Subject to Annual Appropriations. The Parties' financial obligations under this IGA are subject to annual appropriation and budgeting by each Party. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado. The Parties are not under any obligation to make any future apportionment or allocation to this Agreement; however, by their signatures below, both Parties confirm that each has appropriated its respective share of the Project Cost identified in paragraph 4 above in this current fiscal year.

8. Breach and Notice. If either party fails to perform its respective obligations, the non-breaching party shall provide thirty (30) days' notification of such failure to the breaching party's representative, identified in paragraph 18 below. If the breaching party fails to correct or remedy the breach, the non-breaching party may terminate this IGA by written notification to the other party's representative and shall have no other further obligations under this IGA.

9. Indemnity/No Waiver of Governmental Immunity Act. To the extent allowed by law, the County and the City agree to reciprocal indemnification of the other party for any claim brought against one party as a result of activities of the other party pursuant to this Agreement. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for either party. COLO. REV. STAT. § 24-10-101 *et seq.* (1963, as amended) (the "GIA"). The parties shall defend and hold each other harmless to ensure that there is no contravention of the intent of the GIA, regardless of which Party's property a claim from the activities subject to this IGA may arise.

10. No Third-Party Beneficiary. No third party may enforce or rely upon this IGA.

11. Term of Agreement. This IGA shall become effective upon signature of the last party to sign and will terminate upon completion of the project or on December 31, 2016, whichever occurs first. All rights concerning remedies, fees and costs shall survive termination of this IGA.

12. Amendment and Assignment. This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either party.

13. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

14. Governing Law, Venue and Survival. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either party institute legal action for enforcement of this IGA, venue of such action shall be in Garfield County, Colorado.

15. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either party to the extent not set forth herein.

16. Captions. The captions in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

17. Authority. Each person signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

18. Notice and Representatives. All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

City of Rifle:

City Manager  
City of Rifle  
P.O. Box 1908  
Rifle, CO 81650

With a copy to:

Jim Neu  
Karp Neu Hanlon, P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81602

Garfield County:

County Manager  
Garfield County, Colorado  
108 8<sup>th</sup> Street, Suite 101  
Glenwood Springs, CO 81601

With a copy to:

Garfield County Attorney  
108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
(970) 384-5005 (Fax)

Either Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this IGA to affect such a change is not required.

19. Severability. Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the City and the County have executed duplicate originals of this IGA.

ATTEST:

Jean M. Albert  
Clerk to the Board



**BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, COLORADO**

By: [Signature]  
John Martin, Chairman

Date: 5 2 16

ATTEST:

**CITY OF RIFLE, COLORADO**

\_\_\_\_\_  
Clerk to the Board

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

Date: \_\_\_\_\_



FOR BIDDING 4/13/16

SHEET NO. 3 OF 17

OVERALL PLAN

CITY OF RILEY  
 202 RAILROAD AVENUE  
 RILEY, CO 64601

Project No. 12TH STREET & HOWARD IMPROVEMENTS

Prepared By: RILEY, CO 64601  
 Tel: 978.625.4933

Engineer's Seal

Original Drawing Preparation  
 Drawn: JAO 3/16  
 Checked: [ ]  
 Approved: [ ]  
 Client Approved: [ ]

Revisions

No.	Description	By	Date	Approved	Date

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed engineers seal, they may be used only at the client's sole risk.

Colorado River State Irrigation District  
 12TH STREET & HOWARD IMPROVEMENTS

# ENGINEERING DEPARTMENT



**To: Mayor Randy Winkler and Council**

**From: Rick Barth, P.E., City Engineer**

**CC: Matt Sturgeon, City Manager**

**Date: May 18, 2016**

**Re: 12<sup>th</sup> & Howard Road Construction Award**

---

As part of our continuing program to improve roadways along with adding sidewalks for pedestrian connection, staff requested and received bids for the construction of sidewalk, curb and gutter along 12<sup>th</sup> and Howard Streets, west of the County property, together with a road rebuild. This road corridor is an old county roadway that was merely paved over on dirt, is flat with poor drainage, and is heavily used by both vehicular and pedestrian traffic, especially the high school.

Bids were received and were as follows:

Frontier Paving	-	\$327,531.00
Johnson Construction	-	\$373,570.50
United Companies	-	\$394,111.00

The original project scope focused on curb, gutter, and sidewalk and one lane of street repaving and had a budget of \$165,000; this includes a \$65,000 DOLA grant. The County has agreed to contribute an additional \$60,000 to rebuild the street entirely. Because of its poor state and level of use staff believes it makes the most sense to do a comprehensive street rebuild. We do believe we can refine the scope and reduce the project cost slightly, but additional funding will be required regardless.

To make up the shortfall, staff recommends reducing the scope of the Railroad Ave. stoplight project scheduled for this year by removing the planned single pole, double-arm install at 9<sup>th</sup> and Railroad, which should reduce that project by \$75,000 or more. That would put that portion of the project on a later, yet-to-be determined timeframe. It will also still allow us to work on the 1<sup>st</sup> and 3<sup>rd</sup> Street lights that have received damage. If the stoplight scope reduction does not realize a savings of greater than \$75,000, Council would need to include the remaining shortfall within a supplemental budget at yearend.

Coordination of this project shall be with the County's parking lot, which is already underway and by the same Contractor. The target is for completion by the County Fair in August.

With this, Staff recommends award of contract to Frontier Paving, in the amount not to exceed \$327,531 with the understanding staff is working with the contractor to refine scope and reduce cost to a goal of approximately \$300,000. This is coming to Council in advance of refinement because the contractor is already onsite doing County work and scheduling cannot wait until Council's June meeting.

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 8  
SERIES OF 2016**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO AMENDING THE  
FEE SCHEDULE FOR PARKS AND RECREATION PURSUANT TO  
SECTION 11-6-70 OF THE RIFLE MUNICIPAL CODE FOR THE ART  
DAGUE POOL.

WHEREAS, by Ordinance No. 43, Series of 2006, the Rifle City Council adopted a revised Section 11-6-70 of the Rifle Municipal Code (“RMC”), which states that the City may assess fees or user charges for the use of any public park or public recreation facility, the amount of which fees shall be as established by resolution of the City Council and may be amended from time to time by resolution; and

WHEREAS, accordingly, the City of Rifle Parks and Recreation Department wishes to amend the Parks and Recreation Fee Schedule for the Art Dague Pool to reflect the current costs of operating and maintaining certain parks and recreation facilities and programs; and

WHEREAS, the City Council has reviewed the proposed Parks and Recreation Fee Schedule amendments attached hereto as Exhibit A and desires to adopt said Amendments pursuant to RMC Section 11-6-70.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Parks and Recreation Fee Schedule amendments attached hereto as Exhibit A and incorporated herein by this reference are hereby adopted by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 18<sup>th</sup> day of May, 2016.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

**EXHIBIT A**

**Parks and Recreation Fee Amendments:**

Art Dague Pool and Water Slide:

	2015 Fee (\$)	2016 Fee (\$)	Comments
Open Swim	5	6	Now includes slide
Waterslide	2	N/A	Deleted
Family Night	2	3	Now includes slide
Family Night Waterslide	1	N/A	Deleted
Senior Open Swim	2.50	3	Now includes slide
Open Swim 20 Punch Pass	80	100	Now includes slide
Waterslide 20 Punch Pass	32	N/A	Deleted
Senior Open Swim 20 Punch Pass	N/A	45	Added
Family Night 20 Punch Pass	N/A	45	Added
Group Rate	3.75 w/out slide or 4.75 w/ slide	4.25	Now includes slide

\*\*\*All other Park and Recreation Fees remain unchanged\*\*\*

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 13**  
**SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
ARTICLE VII, CHAPTER 11 OF THE RIFLE MUNICIPAL CODE REGARDING  
CEMETERY REGULATIONS.

WHEREAS, Article VII, Chapter 11 of the Rifle Municipal Code (the “Code”) sets forth provisions regarding transfer by the City of Rifle (the “City”) of burial spaces located at Rose Hill Cemetery and other regulations for Rose Hill Cemetery and the management thereof; and

WHEREAS, 2006 amendments to state statute Section 31-25-701 *et seq.*, C.R.S., provide that municipalities in Colorado which have established cemeteries shall not transfer title to burial spaces located in a municipal cemetery, but that interment rights in and to such spaces may be granted; and

WHEREAS, recent amendments to state statute also provide that title to abandoned burial spaces located in municipal cemeteries in Colorado may be reclaimed by the municipality in which the cemetery is located and establish a method therefor; and

WHEREAS, to bring the Code into compliance with the statutory amendments and to improve the organization of Article VII, Chapter 11, the City Council wishes to amend Article VII, Chapter 11 of the Code.

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

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

Section 2. Article VII, Chapter 11 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted:~~

Sec. 11-7-10. Creation of cemetery.

There is hereby created a municipal cemetery under the name of Rose Hill Cemetery, consisting of land owned by the City or hereafter acquired to be used ~~and sold~~ for the burial of bodies. The City has caused the Rose Hill Cemetery to be surveyed and mapped by Tom Walker, a registered land surveyor, and the map is hereby accepted and declared to be the official map and plat of the Rose Hill Cemetery. The Mayor and the City Clerk have been authorized and directed to sign the map on behalf of the City and thereafter cause the same to be recorded in the County Clerk and Recorder's office. A copy of the map shall be filed in the office of the City Clerk.

\*\*\*

Sec. 11-7-~~40~~30. Fairyland area established.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-3040. Cemetery prices and charges Purchase of burial space use rights.

(a) Other than burial in the charity area as provided in this Section 11-7-30, burial of bodies at Rose Hill Cemetery shall be conditioned on the purchase of exclusive rights to use a particular lot or burial space, mausoleum, or columbarium niche within the cemetery for this purpose. The price for the purchase of a gravesite, mausoleum crypt or columbarium niche in the Rose Hill Cemetery shall be as set forth in Appendix A to this Code. The City shall sell exclusive rights to use burial spaces and the rights to use a mausoleum or columbarium niche at such price or prices as directed by the City Council and as set forth in Appendix A to this Code.

(b) In addition to the purchase price of the ~~grave space~~ rights to use a lot or burial space, mausoleum, or columbarium niche within the cemetery, the City Treasurer shall assess and collect a perpetual care fund assessment ~~in the~~ at such amount directed by the City Council and set forth in Appendix A to this Code.

(c) Those persons who are unable to pay for the use rights to a ~~grave~~ lot or burial space, mausoleum, or columbarium niche may be placed in the charity area, which is designated as Block 4 of the Rose Hill Cemetery.

\*\*\*

Sec. 11-7-50. Issuance of certificate.

(a) Upon the sale of rights to use a particular lot or burial space, mausoleum, or columbarium niche within the Rose Hill Cemetery, or the payment of perpetual care fund assessments by owners of burial spaces or lots pursuant to Section 11-7-130, the City shall issue a certificate subject to the conditions of this Article which sets forth:

(1) The name and address of the rights holder or owner;

(2) The amount of money paid for the lot or burial space rights and perpetual care assessments, or for perpetual care assessments only;

(3) The purpose for which such amounts were paid; and

(4) The location of the lot or burial space, part of lot, mausoleum, or columbarium niche to which use rights have been purchased and perpetual care assessments paid, or for which only a perpetual care assessment was paid.

**(b) Each certificate issued by the City to a use rights purchaser shall further state that:**

**(1) “This certificate represents only a right to be buried or interred at Rose Hill Cemetery and in no way conveys title to real property.”**

**(2) “The burial or interment right represented by this certificate is not transferable without the prior approval of the City, other than transfer by operation of law. Any transfer of the rights represented herein by operation of law shall be reported to the City as soon as practicable by the recipient of the transferred rights.”**

**(c) Each certificate issued by the City shall be signed by the City Manager or his or her designee and attested by the City Clerk, with the corporate seal affixed thereto and the instrument delivered to the person purchasing the use rights or paying a perpetual care assessment only.**

**Sec. 11-7-5060. Rights, title and interest**~~Conditions on rights and use.~~

The rights, ~~title and interest~~ acquired by any person in and to any ~~grave~~ **lot or burial** space in Rose Hill Cemetery shall be subject to the following conditions:

\*\*\*

(2) No burial of the remains of other than the immediate family of blood relationship of the owner ~~of the lot~~ **or person holding rights to the lot or burial** space shall be permitted until a signed written release is filed by the owner **or person holding such rights**, his or her heirs or assignee **of the owner’s or holder’s rights** in the office of the City Clerk.

\*\*\*

(5) No lot or ~~grave~~ **burial** space shall be decorated by its owner, **use rights holder** or others with any trees, shrubs or other plants.

\*\*\*

(10) The City shall not be liable for any injury or damage to any monument, marker or other structure in the cemetery resulting from any cause beyond its reasonable control, and ~~such~~ rights, ~~title and interest~~ of the ~~purchasers of grave sections or lots~~ **burial space owners or use rights holders** shall be subject to any and all of the rules, regulations and conditions herein contained or hereafter adopted by the City for the regulation and operation of the cemetery.

**(11) Burial space use rights to any lot or burial space shall not be transferred without the prior approval of the City, other than transfer by operation of law including, but not limited to, transfers pursuant to a last will and testament or the laws of intestate succession. Any transfer of ownership or use rights by operation of law shall be reported as soon as**

**practicable by the recipient of the transfer.** Owners of lots are not allowed to resell their lot as a whole or in part without the consent of the City Council, and ~~No~~ transfer or assignment shall be valid unless the consent of the City Council is endorsed on the applicable deed or certificate under the seal of the City. **For any lot or burial space already transferred by the City by deed, t**The City reserves the right to purchase, **at the option of the owner of the lot or burial space,** any lot or ~~grave~~ **burial** space at and for the price paid for the lot or ~~grave~~ **burial** space at the time of the original **purchase and** sale of the same.

\*\*\*

Sec. 11-7-~~60~~**70**. Duties of Sexton.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-~~70~~**80**. Visitor regulations.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-~~80~~**90**. Damaging property prohibited.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-~~90~~**100**. Disturbing the quiet prohibited.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-~~100~~**110**. Discharging firearms prohibited; dogs prohibited.

\*\*\* No amendments to text, only amending section number

Sec. 11-7-~~110~~**120**. Care of lawn and monuments.

The City shall provide perpetual care to grass and lawn upon all cemetery lots, ~~grave~~ **burial** spaces, parts of lots or parcels of land ~~sold by it and~~ where such care has been provided for **by payment of the applicable perpetual care fund assessment** in accordance with the terms and provisions of this Article. ~~And~~ owners **of or holder of rights to** lots, ~~graves or grave sections or~~ **burial spaces** shall be responsible for the care and maintenance of all monuments, mausoleums and markers erected on the lots or ~~grave~~ **burial** spaces **owned by the owner or for which the rights holder holds use rights.**

~~Sec. 11-7-120. Cost of perpetual care.~~

~~When any cemetery grave space is sold by the City, the regular purchase price shall include~~

~~perpetual care in accordance with the intent of this Article, and fifty percent (50%) of the money received from the sale of any perpetual care grave space in the cemetery shall be deposited and placed in a perpetual care fund so that the same may, from time to time, be invested by the trustees of the fund as herein provided and the income derived therefrom used for the perpetual care and maintenance of the grass and lawn located upon the grave space so purchased, all in accordance with the purpose and intent of this Article.~~

Sec. 11-7-130. Perpetual care of existing spaces.

The owners of lots, ~~grave~~ **or burial** spaces **or part thereof** ~~parts of lots or parcels of land in the Rose Hill Cemetery~~ **purchased** prior to the date of the enactment of the initial ordinance codified herein may purchase perpetual care **by the City for the owner's lot or burial space** upon the payment of the **perpetual care fund assessment** amount set forth in Appendix A to this Code, ~~said money to be deposited in the Rose Hill Cemetery Perpetual Care Fund.~~

**Sec. 11-7-140. Perpetual care trust fund.**

**(a) There is hereby created and established for the purpose of perpetual care of lot or burial spaces in the cemetery a perpetual trust fund to be known under the name and style of "Rose Hill Cemetery Perpetual Care Fund." The general supervision, management and control of the fund shall be vested in the City Council. The City Treasurer shall be the custodian of the fund, and the moneys in the fund shall be invested as directed by the City Council.**

**(b) The money received pursuant to payment of a perpetual care fund assessment shall be deposited and placed into the Rose Hill Cemetery Perpetual Care Fund. All funds placed into the Rose Hill Cemetery Perpetual Care Fund shall be kept separate and apart from all other funds of the City, and shall constitute permanent trust funds for the purposes herein provided. The funds deposited into the Rose Hill Cemetery Perpetual Care Fund shall be invested and reinvested in such bonds or accounts as the City Council may determine. The City Treasurer shall annually transfer the income from such investments to the Rose Hill Cemetery Perpetual Care Fund. The City shall exercise good faith, reasonable diligence and prudence in the management of the funds paid into the Rose Hill Cemetery Perpetual Care Fund. The City shall not be required or obliged to make separate investments of any perpetual care assessments paid.**

**(c) The City shall make a pro rata apportionment of the annual income of the Rose Hill Cemetery Perpetual Care Fund for the care of each of the lots or burial spaces for which use rights or ownership has been transferred by the City and a perpetual care fund assessment has been paid. Such pro rata apportionment shall be based on the percentage of the total of perpetual care fund assessments paid into the Rose Hill Cemetery Perpetual Care Fund by an individual lot or burial space owner or use rights holder.**

~~Sec. 11-7-140. Issuance of certificate.~~

~~Upon the sale of lots, grave spaces, parts of lots or parcels of land located within the Rose Hill Cemetery, or upon the purchase of perpetual care by owners of grave spaces or lots purchased prior to the enactment of the initial ordinance codified herein, the City Clerk shall issue a certificate or contract, subject to the conditions of this Article, and setting forth the amount of money so deposited and the purpose for which such deposit is made, together with the location of the lot, grave space, part of lot or parcel of land, which contract or certificate shall be signed by the Mayor and attested by the City Clerk, with the corporate seal affixed thereto and the instrument delivered to the person making the deposit.~~

Sec. 11-7-150. City Clerk to receive deposits and keep records.

\*\*\* No Amendments

~~Sec. 11-7-160. Perpetual Trust Fund created.~~

~~There is hereby created and established a perpetual trust fund to be known under the name and style of "Rose Hill Cemetery Perpetual Care Fund," for the purpose of perpetual care of grave spaces in the cemetery. The general supervision, management and control of the fund shall be vested in the City Council. The City Treasurer shall be the custodian of the fund, and the fund shall be invested as directed by the City Council.~~

~~Sec. 11-7-170. Management of fund.~~

~~The City shall not be required or obliged to make any separate investment of each of the sums so deposited or paid for perpetual care, but the annual income or interest derived from the Rose Hill Cemetery Perpetual Care Fund shall be divided pro rata as the amount of each deposit is to the total amount so deposited and shall be used proportionately in the care of each of the lots, grave spaces, parts of lots or parcels of land, and the City shall be responsible only to exercise good faith and reasonable diligence in the management of the funds so deposited with it under the terms of this Article.~~

~~Sec. 11-7-180. Investment of funds.~~

~~All payments made and received for perpetual care of grave spaces shall be kept separate and apart from all other funds of the City, and shall constitute permanent trust funds for the purposes herein provided, to be known as the "Rose Hill Cemetery Perpetual Care Fund." The same shall be invested and reinvested in such bonds or accounts as the City Council may determine by resolution; provided, however, that no investment thereof shall be made except in the interest bearing bonds of the United States, or the State, the general obligation bonds issued by any city or town of the State, or in securities in which estate funds may now be or may hereafter be invested under the laws of the State. The City Treasurer shall annually transfer the income from such investments to the cemetery fund to be used for perpetual care of grave spaces and lots, as provided in this Article.~~

**11-7-160. Abandoned lots or burial spaces - right to reclaim.**

**For any burial lot or space in the cemetery where ownership or use rights have been transferred by the City and in which no remains have been interred, no burial memorial has been placed, and no other improvement has been made for a continuous period of no less than seventy-five (75) years, the City may reclaim the burial space pursuant to the method therefor described in Section 31-25-708, C.R.S., as amended.**

INTRODUCED on May 18, 2016, 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 June 1, 2016, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this 1<sup>st</sup> day of June, 2016.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

## SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **Rifle Lodge No. 1345, Loyal Order of Moose**, a Corporation organized and existing under the laws of the State of Colorado (“Moose Lodge”), and the **City of Rifle, Colorado** (the “City”).

### RECITALS:

WHEREAS, the Moose Lodge is the owner of the Moose Cemetery, which is located within the City limits of the City of Rifle, Colorado, located adjacent to the Rose Hill Cemetery hereinafter referred to as the “Moose Cemetery” and described as follows:

A parcel of land beginning at the Southeast Corner of Northwest Quarter of the Southeast Quarter of Section 9, Township 6 South, Range 93 West, of the 6<sup>th</sup> Principal Meridian, being Corner No. 1, thence North 208.4 feet to Corner No. 2, thence West 208.4 feet to Corner No. 3, thence South 208.4 feet to Corner No. 4, 80°44'00", East 208.4 feet to Corner No. 1 the place of beginning containing 1 square acre. This parcel is describe in a Warranty Deed recorded March 10, 1965, in Book 364, at Page 303, Document 229004, and also by Warranty Deed recorded in Book 192, at Page 360, Document No. 134569, Garfield County Records.

WHEREAS, in order to provide a uniform appearance between the Moose Cemetery and the remainder of the Rose Hill cemetery, the City has maintained the Moose Cemetery by watering, fertilizing, and mowing it, and the City and the Moose Lodge entered into that certain Agreement dated April 15, 1994 and recorded with the Garfield County Clerk and Recorder as Reception No. 463626 (the “Agreement”) regarding these services; and

WHEREAS, the parties entered into that certain First Amendment to Agreement dated November 3, 2005 and recorded with the Garfield County Clerk and Recorder as Reception No. 686479 (the “First Amendment”) regarding monetary payments to the City for such cemetery maintenance services; and

WHEREAS, the parties wish to enter into this Second Amendment to Agreement to resolve delinquent amounts due to the City from the Moose Lodge for the cemetery maintenance services and provide for perpetual care for the Moose Cemetery by the City with its conveyance to the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the parties agree as follows:

1. Recitals. The aforementioned recitals are hereby fully incorporated herein.

2. Amounts Past Due. Pursuant to the satisfaction of the terms and conditions contained herein, the City agrees to waive and release the Moose Lodge from any and all amounts due under the First Amendment.

3. Use of Moose Lodge Parking Lot. The Moose Lodge hereby grants the City the right to utilize its parking lot located at 133 East 3rd Street, Rifle, CO 81650 (the "Parking Lot") for public parking from the date of this Agreement through December 31, 2029; provided, however, Moose Lodge members shall be exempt from any parking time restrictions imposed by the City on the Parking Lot and the City will provide the Moose Lodge parking stickers validating such use. The City may, but has no obligation to, maintain the Parking Lot at its discretion, including sealing, repaving, striping and landscaping.

4. Conveyance of Moose Cemetery. The Moose Lodge acknowledges that the City is in the best position to maintain the Moose Cemetery and it is unfeasible for the Moose Lodge to raise enough revenue from members to reimburse the City for such services. The Moose Lodge desires to convey the Moose Cemetery to the City for use as the City's cemetery by execution of a quit claim deed by June 30, 2016 and the City is willing to accept the Moose Cemetery and maintain it to the same conditions as the City Cemetery at the City's expense. Further, upon the conveyance of the Moose Cemetery, the City shall grant 4 cemetery spaces to individual Moose Lodge members expressly designated to the City by the Moose Lodge by the date of conveyance.

5. Notices. All notices required hereunder shall be sent by United States mail, postage prepaid, to the parties at their addresses as set forth below:

City of Rifle  
202 Railroad Avenue  
P.O. Box 1908  
Rifle, CO 81650

Rifle Lodge No. 1345  
Loyal Order of Moose  
133 East 3<sup>rd</sup> Street  
Rifle, CO 81650

6. Amendment. Unless expressly modified herein, the terms and conditions of the Agreement shall remain in full force and effect and the parties hereby affirm and ratify the Agreement.

7. Authority. By their signatures below, the parties to this Agreement attest and affirm that this Agreement has been approved by the Rifle City Council, and has been approved by the Moose Lodge in accordance with tis charter and bylaws.

**CITY OF RIFLE**

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

**ATTEST:**

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

**RIFLE LODGE NO. 1345,  
LOYAL ORDER OF MOOSE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FOURTH AMENDMENT TO  
THE FARM ANNEXATION AGREEMENT**

THIS FOURTH AMENDMENT TO THE FARM ANNEXATION AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter “City”), and GRAHAM MESA DEVELOPMENT, LLC, a Colorado limited liability company, as the owner of the real property described hereafter (hereinafter “Developer”).

**WITNESSETH:**

WHEREAS, on September 19, 2007, the City and Owner entered into that certain Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757958 (the “Annexation Agreement”) concerning the terms and conditions of the annexation of certain unincorporated tracts of land located in the County of Garfield, State of Colorado, known as the Farm Annexation described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, on October 23, 2008, the City and Developer entered into that certain First Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757959 (the “First Amendment”) clarifying the terms and conditions of the annexation and development of the Property; and

WHEREAS, on August 6, 2009, the City and Developer entered into that certain Second Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 773125 (the “Second Amendment”) regarding the terms and conditions of the construction, dedication, ownership and maintenance of public improvements for Phase 1A-C of the Property to serve Graham Mesa Elementary School; and

WHEREAS, on May 15, 2015 the City and Developer entered in to that certain Third Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 863130 (the “Third Amendment”) regarding the dedication of property for the City’s construction of the Morrow Draw Trail; and

WHEREAS, the City desires to acquire additional property from Developer to enhance the Morrow Draw Trail alignment which property is described as Tract C on Exhibit B attached hereto and incorporated herein by this reference (the “Additional Morrow Draw Property”) and Developer is willing to dedicate the Additional Morrow Draw Property to the City in exchange for parkland dedication credit for the Property as contemplated in Section 2(c)(iv)(9) of the First Amendment, which credit may also be used on other property owned by John Savage and Sally Brands (originally part of the Homestead PUD) also described on Exhibit A; and

WHEREAS, the City and Developer desire to enter into this Agreement to evidence the dedication of the Additional Morrow Draw Property to the City and the parkland dedication credit to be appurtenant to the Property and Homestead.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

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

2. Conveyance of Additional Morrow Draw Property/Parkland Dedication Credit. Developer agrees to convey the Morrow Draw Property to the City by Special Warranty Deed by June 30, 2016, subject to prior reservation of all mineral rights with no right of surface occupancy. Upon the conveyance of the Additional Morrow Draw Property, the City shall credit Developer 2.825 acres of parkland dedication for the Property as required by Section 4(d) of the Annexation Agreement, or parkland dedication for use on Homestead, pursuant to Rifle Municipal Code Section 16-1-90.

3. Title Policy. Prior to the recordation of the deed listed in Section 2 above (the "Dedication"), the City shall order a commitment for a title insurance policy in the minimum amount, that must indicate that the Dedication is free and clear of all encumbrances whatsoever which would impair the use of the Dedication as the City in its sole discretion determines. At the time of recording the Dedication, the title insurance policy shall be provided to the City, and the premium for the title insurance shall be paid by the City. In the event the title commitment reflects encumbrances which would impair the use of the Dedication as proposed or which would make the Dedication unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Dedication.

4. Final Agreement/Ratification of Annexation Agreement, First Amendment, Second Amendment and Third Amendment. The parties hereby ratify and affirm the Annexation Agreement, the First Amendment, the Second Amendment and the Third Amendment.

5. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Clerk

GRAHAM MESA DEVELOPMENT, LLC

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

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_ as \_\_\_\_\_ of Graham Mesa Development,  
LLC.

WITNESS my hand and official seal. My Commission expires: \_\_\_\_\_.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE FARM**

T. 6 S., R. 93 W., 6<sup>th</sup> P.M.

Sec. 3: SE1/4SW1/4, SW1/4SE1/4

Sec. 10: NW1/4NE1/4, NE1/4NW1/4

EXCEPT: Parcels described in documents recorded in Book 344 at Page 410 (Wood), Book 430 at Page 96 (Smith), and Book 561 at Page 634 (Horizons West).

Garfield County, Colorado

**LEGAL DESCRIPTION OF THE REMAINDER OF HOMESTEAD**

Garfield County Assessor Parcel No. 2177 102 00 056; and

Garfield County Assessor Parcel No. 2177 102 00 217 - Homestead Phase B east of 1395 East 16<sup>th</sup> Street and north of Homestead Highlands

**EXHIBIT B**

LEGAL DESCRIPTION OF ADDITIONAL MORROW DRAW PROPERTY





Desk of City Manager

## MEMORNDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, City Manager

DATE: May 10, 2016

SUBJECT: 2016 9-Party Memorandum of Understanding (MOU) Regarding Senior Programs

Staff requests the City Council consider authorizing the Mayor to sign the subject MOU and authorize payment of up to \$116,000 for the term of the subject MOU. Staff anticipates the actual amount invoiced to be approximately \$85,000 after the 2015 RFTA refund is calculated and credited back to participating partners.

### BACKGROUND

Rifle has participated in the 9-Party Garfield County Senior Program since 2009. Garfield County agreed, when the program was taken over from Colorado Mountain College, to manage the program on behalf of the partners.

The MOU sets forth each participant's annual commitment to share the administrative and operational costs associated with the meal and transportation services offered under the program.

The City of Rifle's 2015 obligation under the formula set forth by the MOU was estimated at \$125,464; with transportation costs accounting for \$103,123. That actual total invoiced amount was \$98,239 because of a 2014 RFTA credit totaling \$27,225.

The City Council appropriated \$120,000 within the 2016 General Fund budget for the program.



Desk of City Manager

## **CURRENT REQUEST**

This year's calculation calls for Rifle to contribute \$125,464.40, which is \$78 more than last year. However, the City only appropriated \$113,000 for 2015 in anticipation of a savings on the transportation side of the program. Rifle's transportation costs are \$12,639 less than 2014, but the meals component of the program increased \$12,717. This increase wasn't anticipated as the meals program had been fairly stable since 2009.

The increase is the result of Garfield County Health and Human Services hiring an FTE. While the need was justified, it was not anticipated and staff suggested it may not be affordable for Rifle. The Senior Programs Advisory Board to which Rifle is a member voted to recommend this new position to the Garfield County Commissioners in the late fall of 2014. The position was approved in the Garfield County 2015 budget.

Staff doesn't feel Rifle can absorb this new cost with our current budget constraints.

**9-PARTY MEMORANDUM OF UNDERSTANDING  
REGARDING GARFIELD COUNTY SENIOR PROGRAMS  
FOR 2016**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, (“BOCC”)  
The City of Rifle, Colorado,  
The City of Glenwood Springs, Colorado,  
The Town of Carbondale, Colorado,  
The Town of New Castle, Colorado,  
The Town of Silt, Colorado,  
The Town of Parachute, Colorado,  
Colorado Mountain College (“CMC”), and  
Roaring Fork Transportation Authority, (“RFTA”)**

(collectively, the “9-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2016 (the “MOU”). This MOU is effective as of January 1, 2016, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 9-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the 9 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the “MOU”).

- D. Each of the 9-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2016 in accordance with the 9-Party IGA.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 9-Parties agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the terms and conditions by which the 9-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2016.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2016 regardless of the dates signed and shall terminate on December 31, 2016.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt and Parachute (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC, CMC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in **Attachment A** and further agree that the costs to provide such services will be allocated among them as follows:
  - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2016. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2014 and June 2015 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
  - b. Application of Cost Methodology to the 2016 Budget: As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2016 is **\$335,084.00**. The BOCC's 40% share of that amount equals **\$134,033.60**. Anticipated grant and program funding

income for 2016 is **\$194,167.00**. The remaining balance of **\$6,883.40** shall be distributed among the Municipalities based upon the portion of the **19,700** meals served to Municipality residents between July 2014 and June 2015 which results in the following amounts due:

<b>Municipality</b>	<b>Number of Meals</b>	<b>Percent of Total</b>	<b>Amount Due</b>
Carbondale	1,395	7.08%	\$487.43
Glenwood Springs	4,788	24.30%	\$1,672.98
New Castle	898	4.56%	\$313.77
Silt	2,020	10.25%	\$708.81
Parachute	108	.55%	\$37.74
Rifle	10,491	53.25%	\$3,665.67
<b>TOTAL</b>	<b>19,700</b>	<b>100%</b>	<b>\$6,883.40</b>

- c. **Payment.** The Municipalities agree to pay their respective amounts due upon receipt of an invoice from the BOCC.

6. **Transportation Services.** The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”) and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in **Attachment C**. These services will be provided by RFTA’s Traveler bus system and will be wheel chair accessible, curb to curb, demand-responsive, driver assisted transportation and will also include the delivery of meals to the meal site locations. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. **Cost Methodology - Transportation:** The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2016. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the Town of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the Town of Rifle, the Town of Silt and the Town of Parachute, agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.

- b. Application of Cost Methodology to 2016 Budget. As illustrated in **Attachment D**, the total budgeted cost to provide Senior Transportation Services in 2016 is **\$709,400.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$513,302.92** and **\$166,097.08**, respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals **\$359,635.50**. Anticipated grant and program funding income for 2016 is **\$68,647.00**. The remaining balance of **\$291,006.50** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2014 and June 2015, which results in the following amounts due:

<b>Municipality</b>	<b>Number of Rides</b>	<b>Percent of Total</b>	<b>Amount Due</b>
Carbondale	244	1.85%	\$5,385.74
Glenwood Springs	6,164	46.75%	\$13,6056.13
New Castle	1,117	8.47%	\$24,655.21
Silt	437	3.31%	\$9,645.77
Parachute	147	1.11%	\$3,244.69
Rifle	5,075	38.49%	\$112,018.96
<b>TOTAL</b>	<b>13,184</b>	<b>100%</b>	<b>\$291,006.50</b>

- c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$513,302.92** in twelve (12) equal monthly payments for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2016 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.



New Castle Tom Baker, Town Administrator  
New Castle Town Hall  
450 West Main Street  
P O Box 90  
New Castle, CO 81647  
970) 984-2311  
[tbaker@newcastlecolorado.org](mailto:tbaker@newcastlecolorado.org)

Parachute Stuart McArthur, Interim Town Administrator  
Town of Parachute  
222 Grand Valley Way, PO Box 100  
Parachute, CO 81635  
(970) 285-7630  
[ParaTA@parachutecolorado.com](mailto:ParaTA@parachutecolorado.com)

RFTA Dan Blankenship, Chief Executive Officer  
Roaring Fork Transportation Authority  
2307 Wolfshon Road  
Glenwood Springs, CO 81601  
(970) 384-4981  
[dblankenship@rfta.com](mailto:dblankenship@rfta.com)

Rifle Matt Sturgeon, City Manager  
City of Rifle  
202 Railroad Ave  
P. O. Box 1980  
Rifle, CO 81650  
(970) 625-6266  
[msturgeon@rifleco.org](mailto:msturgeon@rifleco.org)

Silt Pamela Woods, Town Administrator  
Town of Silt  
231 N. 7th Street, PO BOX 70  
Silt, CO 81652  
970-876-2353, ext. 813  
[administrator@townofsilt.org](mailto:administrator@townofsilt.org)

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2016.

**ATTEST:**

**TOWN OF CARBONDALE, COLORADO**

\_\_\_\_\_  
Town Clerk

by: \_\_\_\_\_  
Stacey Patch Bernot, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**COLORADO MOUNTAIN COLLEGE**

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO and  
BOARD OF SOCIAL SERVICES**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chairman

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF GLENWOOD SPRINGS,  
COLORADO**

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

By: \_\_\_\_\_  
Michael Gamba, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF NEW CASTLE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Bob Gordon, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF PARACHUTE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Roy B. McClung, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Secretary to the Board of Directors

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF RIFLE, COLORADO**

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

By: \_\_\_\_\_  
Randy Winkler, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF SILT, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Rick Aluise, Mayor

Date: \_\_\_\_\_

**ATTACHMENT A**

**2016 CONGREGATE MEAL SCHEDULE**

**ATTACHMENT "A" 2016 CONGREGATE MEAL SCHEDULE**

<u>MEAL SITE CONTACT</u>	<u>KITCHEN</u>	<u>MEAL DAY</u>	<u>Meal Site Name/Location</u>
Jerilyn Nieslanik Crystal Meadows Senior Housing 1250 Hendrick Drive Carbondale, CO 81623	Valley View Hospital	Wednesday	Roaring Fork & Spoon Crystal Meadows Senior Housing 1250 Hendrick Drive In the Romminger Room
Jim Green, Coordinator of Continuing Education Colorado Mountain College (CMC) 802 Grand Avenue Glenwood Springs, CO 81601	Valley View Hospital	Tuesday/Friday	Chat n' Chew 1402 Blake Avenue in Lucy Huntley Senior Center
Marti Duprey, Director Sunnyside Retirement Center 601 21 <sup>st</sup> Street #106 Glenwood Springs, CO 81601	Valley View Hospital	Monday/Thursday	Sunnyside 601 21 <sup>st</sup> Street in the Kitchen
Leslie Means, Property Manager Castle Valley Ranch Senior Housing 201 Castle Valley Blvd New Castle, CO 81647	City of Rifle	Monday	The Gathering 201 Castle Valley Blvd in the Community Room
Bob Campbell, Board President Valley Senior Center PO BOX 932 Parachute, CO 81635-0932	City of Rifle	Wednesday	Valley Senior Center 540 N. Parachute
Colorado River Fire Rescue 1850 Railroad Avenue Rifle, CO 81650 Attention: Mike Morgan	City of Rifle	Wednesday	Meet n' Eat 611 Main Street in Silt
Matt Sturgeon, City Manager City of Rifle Included in the meal contract	City of Rifle	Tuesday, Thursday & Friday	Senior Delight 50 Ute Avenue at Rifle Senior Center

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**ATTACHMENT B**

**2016 CONGREGATE MEAL BUDGET  
AND COST METHODOLOGY**

<b>Nutrition Budget</b>	Annual	
Wages	\$ 112,436.00	Staff: 75% Manager
Employee Benefits	\$ 56,743.00	75% Case Services Aide
Professional - Other	\$ 125,000.00	60% Program Coordinator
Technical Services	\$ 105.00	
Rental of Land & Buildings	\$ 500.00	
Communications	\$ 2,000.00	
Printing and Binding	\$ 600.00	
Travel	\$ 500.00	
Professional Affiliations	\$ 100.00	
Training	\$ 500.00	
Office Supplies	\$ 1,000.00	
Operating Supplies	\$ 7,000.00	
Computer Supplies	\$ 300.00	
Freight, postage, Delivery	\$ 2,800.00	
Other Supplies	\$ 1,200.00	
Food - non travel related	\$ 2,500.00	
Machinery and equipment	\$ 150.00	
Motor Pool Charges	\$ 11,000.00	
Copy Machine Usage	\$ 1,000.00	
Computer Equipment	\$ 500.00	
DHS - Destruction of Records	\$ 150.00	
Prof Oth - County Attorney Contr	\$ 500.00	
Capital Equipment	\$ 8,500.00	

<b>Total 12 Month Budget</b>	<b>\$335,084.00</b>
Less AAA funding	\$ 145,000.00
Less NSIP Incentives	\$ 13,167.00
Less Program Income	\$ 36,000.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 194,167.00</b>
40% County Share of Total Expenses	\$ 134,033.60
<b>Garfield County Share</b>	<b>\$ 134,033.60</b>
Projected Income/County Share	\$ 328,200.60
Income less expenses	\$ 6,883.40
<b>Municipal Budget Share for Distribution</b>	<b>\$ 6,883.40</b>

2016	2015			2014		
	Jurisdiction	# of Meals Served	Percent of Total	# Meals	Contributions	# Meals
Carbondale	1395	7.08%	1336	\$ 2,903.52	1346	\$ 1,259.01
Glenwood Springs	4788	24.30%	5162	\$ 11,218.55	5211	\$ 4,874.23
New Castle	898	4.56%	926	\$ 2,012.47	797	\$ 745.49
Silt	2020	10.25%	1871	\$ 4,066.23	1936	\$ 1,810.88
Parachute	108	0.55%	69	\$ 149.96	100	\$ 93.54
Rifle	10491	53.25%	10280	\$ 22,341.47	10289	\$ 9,624.05
<b>Municipal Total</b>	<b>19700</b>	<b>100.00%</b>	<b>19644</b>	<b>\$ 42,692.20</b>	<b>19679</b>	<b>\$ 18,407.20</b>
<b>Garfield County</b>	<b>2508</b>		<b>2506</b>		<b>2665</b>	
<b>Grand Total</b>	<b>22208</b>		<b>22150</b>		<b>22344</b>	

Based on July 2014 - June 2015 Usage  
 Parachute # Is for Parachute residents meals only with the remainder of Battlement Mesa  
 residents included in Garfield County along with the Volunteer Banquet numbers

Based on July 2013 - June, 2014  
 Based on July 2012 - June, 2013

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**ATTACHMENT C**

**2016 SENIOR TRANSPORTATION  
SERVICES SCHEDULE**

## Traveler Transportation Schedule - 2016

<b>COMMUNITY</b>	<b>DAY OF WEEK OR MONTH</b>	<b>SERVICE DESCRIPTION</b>	<b>NORMAL HOURS OF OPERATION</b>	<b>NUMBER OF VEHICLES</b>
<b>Glenwood Springs</b>	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
<b>Carbondale</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
<b>Rifle</b>	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3
	Thursday	Battlement Mesa to Carbondale with stops in	8 a.m. – 5 p.m.	1

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
		Glenwood, Silt, New Castle and Rifle		
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
<b>Parachute &amp; Battlement Mesa</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/Local transportation	11 a.m. – 2 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
<b>Silt</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Rifle and Parachute	8 a.m. – 5 p.m.	1
<b>New Castle</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m. – 4:00 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle, and Parachute	8 a.m. – 5 p.m.	1

**ATTACHMENT D**

**2016 TRANSPORTATION BUDGET  
AND COST METHODOLOGY**

<b>Transportation Budget</b>	Annual	
Wages	\$ 25,024.00	
Employee Benefits	\$ 12,133.00	
Advertising	\$ 50.00	
Training	\$ 1,000.00	
Freight, postage, Delivery	\$ 1,000.00	
Language Translation	\$ 200.00	
Prof Oth - County Attorney Contr	\$ 500.00	
<b>Total County Expenses</b>	<b>\$ 39,907.00</b>	
<b>RFTA</b>	\$ 709,400.00	Projected based on RFTA Actual Expenditures
<b>MINUS GWS Paratransit</b>	<b>\$ 30,000.00</b>	
<b>Total RFTA Expenses</b>	<b>\$ 679,400.00</b>	
<b>Total Expenses</b>	<b>\$ 719,307.00</b>	
<b>Less Program Income</b>	<b>\$ 25,000.00</b>	
<b>Less CSBG</b>	<b>\$ 43,647.00</b>	
<b>Total G/P Income</b>	<b>\$ 68,647.00</b>	
<b>Less 50% County Share</b>	<b>\$ 359,653.50</b>	
<b>Total County Share</b>	<b>\$ 359,653.50</b>	
<b>Total Revenue</b>	<b>\$ 428,300.50</b>	
<b>Total Expenses</b>	<b>\$ 719,307.00</b>	
<b>Income less expenses</b>	<b>\$ 291,006.50</b>	

Municipal Budget Share for Distribution \$ 291,006.50

2016 Jurisdiction	# of Rides Provided	Percent of Total	Municipal Transportation Contribution	2015		2014	
				# Rides	Contributions	# Rides	Contributions
Carbondale*	244	1.85%	\$5,385.74	462	\$8,725.79	387	\$6,147.09
Glenwood Springs*	6164	46.75%	\$136,056.13	7737	\$146,128.59	8081	\$128,358.22
New Castle*	1117	8.47%	\$24,655.21	477	\$9,009.09	340	\$5,400.54
Silt	437	3.31%	\$9,645.77	591	\$11,162.21	647	\$10,276.92
Parachute	147	1.11%	\$3,244.69	262	\$4,948.39	431	\$6,845.98
Rifle	5075	38.49%	\$112,018.96	5460	\$103,122.93	7288	\$115,762.25
<b>MUNICIPAL TOTAL</b>	<b>13,184</b>	<b>100.00%</b>	<b>\$291,006.50</b>	<b>14,989</b>	<b>\$283,097.00</b>	<b>17,174</b>	<b>\$272,791.00</b>
<b>* RFTA Members</b>							

Rural Garfield County 2,352  
 Total 15,536

2,137  
 17,126

1,567  
 18,741

Traveler Program  
Statement of Revenues and Expenditures



2016 Adopted/Amended Budget (as of 03/10/2016)

TRAVELER'S	2016		Notes
	Adopted Budget	Amended Budget	
<b>REVENUES</b>			
Traveler's Contract	\$ 541,000	\$ 513,303	<i>Amended budget per Resolution 2016-04</i> Assumes status quo
City of GWS Discretionary Grant	\$ 30,000	\$ 30,000	
<b>Total Traveler's Revenues</b>	<b>\$ 571,000</b>	<b>\$ 543,303</b>	
<b>EXPENDITURES</b>			
<b>Compensation</b>			
Administration	\$ 39,400	\$ 39,400	1 Admin Assistant - assumes wage adj + up to 4% merit increase
Transportation Supervisor	\$ 70,500	\$ 70,500	1 Supervisor - assumes wage adj + up to 4% merit increase
Relief Supervisor	\$ 51,300	\$ 51,300	1 Relief Supervisor - assumes wage adj + up to 4% merit increase
Bus Operator 3 (FTYR)	\$ 169,600	\$ 169,600	4 Full Time Drivers - assumes wage adj + up to 4% merit increase
Bus Operator 2 (PTYR)	\$ -	\$ -	
Bus Operator-Non CDL(PTYR)	\$ 55,000	\$ 55,000	1.37 FTE Part Time Drivers
* Mechanics	\$ 37,000	\$ 37,000	Assumes status quo
Overtime Pay	\$ 2,100	\$ 2,100	Assumes status quo
Alt Activity	\$ 2,800	\$ 2,800	Assumes 8 x \$350
Bonus Pay	\$ -	\$ -	
Seperation Pay	\$ -	\$ -	
Fringe Benefits	\$ 52,100	\$ 52,100	Increase as a result of merit increase
Health Insurance	\$ 80,000	\$ 80,000	Assumes 5% decrease in health insurance premiums
<b>Subtotal Traveler's Compensation Expenditures</b>	<b>\$ 559,800</b>	<b>\$ 559,800</b>	Assumes ~4% decrease in driving hours (10,021 tot. hrs)
<b>10%</b>			
<b>Admin Operating Expenditures</b>			
* Admin Overhead	\$ 40,000	\$ 40,000	Status quo
Vehicle Insurance	\$ 22,000	\$ 22,000	Estimated
Office Rental	\$ 21,000	\$ 21,000	1517 Blake - 50% share of costs; 5% increase
Telephone/Communications	\$ 9,000	\$ 9,000	Based on 2015 projected
Staff Training	\$ 200	\$ 200	Estimated
Travel	\$ 1,600	\$ 1,600	Estimated
Office Supplies	\$ 1,000	\$ 1,000	Estimated
Postage	\$ 200	\$ 200	Estimated
<b>Subtotal Traveler's Admin Operating Expenditures</b>	<b>\$ 95,000</b>	<b>\$ 95,000</b>	
<b>Operating Expenditures</b>			
Repairs-Third pty sevices	\$ 30,600	\$ 30,600	5% increase
Drug & Alcohol Testing	\$ 1,000	\$ 1,000	Status quo
DOT Exams	\$ 1,000	\$ 1,000	Status quo
Unleaded Fuel	\$ 22,000	\$ 22,000	Estimated
<b>Subtotal Traveler's Operating Expenditures</b>	<b>\$ 54,600</b>	<b>\$ 54,600</b>	
<b>Total Traveler's Expenditures</b>	<b>\$ 709,400</b>	<b>\$ 709,400</b>	
<b>Traveler's Net Total Before Other Financing Sources</b>	<b>\$ (138,400)</b>	<b>\$ (166,097)</b>	
<b>Other Financing Sources</b>			
Transfer from RFTA General Fund	\$ 138,400	\$ 166,097	<i>Amended budget per Resolution 2016-04</i>
<b>Travelers Net Total After Other Financing Sources</b>	<b>\$ (0)</b>	<b>\$ -</b>	

**ATTEST:**

**TOWN OF NEW CASTLE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Bob Gordon, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF PARACHUTE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Roy B. McClung, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Secretary to the Board of Directors

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF RIFLE, COLORADO**

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

By: \_\_\_\_\_  
Randy Winkler, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF SILT, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Rick Aluise, Mayor

Date: \_\_\_\_\_