



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

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

**REGULAR MEETING
August 17, 2016**

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

6:00 P.M. Discuss Council Chamber's Presentation Equipment
6:15 P.M. Middle Colorado Watershed Council, Rifle Creek Project

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the August 3, 2016 Regular Meeting
 - B. Minutes from the July 20, 2016 Regular Meeting
 - C. Garfield County Federal Mineral Lease District Traditional Grant Application for Reconstruction of West 5th – Resolution No. 14, Series of 2016
 - D. Garfield County Federal Mineral Lease District Mini Grant application for purchase of a Police Department Patrol Vehicle - Resolution No. 13, Series of 2016
 - E. 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. Consider Rifle Retail Ventures Minor Subdivision Resolution No. 15, Series of 2016 (Nathan Lindquist)
- 7:20 p.m. 6. Consider Boat Ramp Bid Award Recommendation (Rick Barth)
- 7:30 p.m. 7. Consider General Penalty and Municipal Court Fees - Ordinance No. 18, Series of 2016 -2nd reading (Jim Neu)
- 7:40 p.m. 8. Consider Marijuana Regulations - Rifle Municipal Code Chapter 6, Articles VIII and IX - Ordinance No. 19, Series of 2016 – 2nd reading (Jim Neu)
- 7:50 p.m. 9. Consider adopting the 2017 budget calendar – Resolution No. 16, Series (Marcia Arnhold)
- 8:10 p.m. 10. Consider Ute Theatre Retractable Seating (Matt Sturgeon)
- 8:15 p.m. 11. Administrative Reports
- 8:25 p.m. 12. Comments from Mayor and Council

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

Next Regular Meeting of Council: September 7, 2016 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, August 3, 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 Winkler.

PRESENT AT ROLL CALL: Councilors Barbara Clifton, Joe Elliott, Theresa Hamilton, Ed Green, Annick Pruett, and Mayor Winkler.

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

OTHERS PRESENT: City Manager Matt Sturgeon, City Clerk Kristy Christensen, City Attorney Jim Neu, Assistant City Manager Kimberly Bullen, Rifle Community Television (RCTV) Assistant Salvador Tovar, Chief of Police John Dyer, Parks and Recreation Director Tom Whitmore, and City Engineer Rick Barth.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. (*Acting as Liquor Licensing Authority*) Liquor License Renewals: Rocky Mountain Liquors Inc. dba Rocky Mountain Liquors
- B. Accounts Payable

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

CITIZEN COMMENTS

Citizen comments were heard from Art Riddle and John Lee representative from the Will Dubois Memorial Fund. They thanked the Rifle Community Foundation for the Donation of \$5,000 and presented a replica of the statue to the City of Rifle.

Citizen Comments were heard from John Scalzo on the expenditures for the Water Treatment Plant.

RECOGNITION TO BOBBY O'DELL FOR 8 YEARS OF SERVICE TO THE CITY OF RIFLE

City Manager Matt Sturgeon recognized Bobby O'Dell for his eight years of service to the City of Rifle.

CONSIDER "RAISE THE BAR"

Wade Haerle a representative of the coalition Raise the Bar requested Rifle City Council's support. Raise the Bar is a constitutional amendment to make it more difficult to amend the Colorado constitution by requiring signatures from 2% of registered voters in each of Colorado's 35 state senate districts and approval by 55% of voters in a statewide election.

Council asked Wade Haerle to provide them with the text of the constitution amendment.

CONSIDER GENERAL PENALTY AND MUNICIPAL COURT FEES - ORDINANCE NO. 18, SERIES OF 2016 -1ST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING SECTION 2-4-240 REGARDING MUNICIPAL COURT FEES AND COSTS AND SECTIONS 1-4-20 AND 10-1-40 ESTABLISHING PENALTIES FOR MUNICIPAL MISDEMEANOR OFFENSES.

Court Administrator Kathy Pototsky stated recent legislation at the state level has expanded potential penalties in municipal courts from maximum fines of \$1,000 up to \$2,650. The Municipal Court Staff believes that a local cap of \$2,000 for Code violations is appropriate given common practices. Furthermore, review of the Court's fee schedule revealed that a number of fees were either unnecessary given advancements in technology (e.g. fax fee) or no longer required by the state. The fees have been adjusted or removed from the Code to reflect current best practices.

Councilor Clifton moved to approve Ordinance No. 18, Series of 2016 on second reading as presented and order the ordinance to be published as required by Charter; seconded by Councilor Green.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler

CONSIDER MARIJUANA CULTIVATING OPERATION ODOR REGULATIONS

Dan Sullivan owner of Green Wellness submitted an application requesting a text amendment to the Rifle Municipal Code (RMC) section related to marijuana cultivation operation odors. Current RMC states that a cultivation operation must ensure that odor is not capable of being detected at the exterior of the cultivation operation or any adjoining business, parcel or tract of real property. The applicant seeks greater flexibility for marijuana cultivation operation odors and proposes the following text amendment: "a 1,000 foot odor buffer zone may be permitted, provided that the location is greater than 2,500 feet from a single family residence."

Planning Director Nathan Lindquist noted the Planning and Zoning commission and staff do not recommend approval of the text amendment to allow a 1,000 foot odor buffer zone for marijuana cultivation operations.

Request Died for lack of motion.

CONSIDER MARIJUANA REGULATIONS- RIFLE MUNICIPAL CODE CHAPTER 6, ARTICLES VIII AND IX - ORDINANCE NO. 19, SERIES OF 2016 – 1ST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING CHAPTER 6, ARTICLES VIII AND IX OF THE RIFLE MUNICIPAL CODE REGARDING THE REGULATION OF MARIJUANA.

City Attorney Jim Neu stated Council gave direction to staff to preserve the status quo, but not allow any additional marijuana establishments in the City. By Ordinance No. 15, Series of 2016 the City Council placed a temporary moratorium on the issuance of any additional marijuana licenses so that new regulations can be drafted for Council's consideration. Enclosed is Ordinance No. 19, Series of 2016 revising the City's Medical Marijuana Code and Retail Marijuana Code codified as Chapter 6, Article VIII and Article IX. The City's Marijuana Codes were in need of amendment to keep up with the evolving regulation of this industry at the state level, for which the City acts as the local licensing authority. Many of the amendments contained in Ordinance No. 19 are clarify definitions and processes and incorporate common provisions adopted by other jurisdictions. The main substantive change relates to preserving the status quo and prohibiting additional licenses. Therefore, only 5 medical marijuana center licenses, 4 medical marijuana optional premises cultivation operation licenses, and 4 retail marijuana cultivation facility licenses shall be available in the City. Because there is a dual-operation requirement for cultivation operations whereby both a medical and a retail cultivation license must be issued to the same facility, only 4 cultivation facilities in total are allowed in the City.

Councilor Elliott moved to approve Ordinance No. 19, Series of 2016 on first reading as amended (graduated penalty schedule for odors and Medical centers be allowed in light industrial zoning) and order the ordinance to be published as required by Charter; seconded by Councilor Clifton.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler

CONSIDER ADOPTING 2016 STRATEGIC PLAN

Assistant City Manager Kimberly Bullen explained City Charter requires Council hold at least annually a strategic planning session with department heads and key employees to review, confirm and modify a vision statement, mission statement, and goal statements of the City. Based on Council feedback staff developed a Summary document that clearly identifies the priorities and objectives of the Strategic Plan.

Councilor Hamilton moved to adopt the 2016 Strategic Plan; seconded by Councilor Elliott.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler

CONSIDER ADOPTING CODE OF CONDUCT - RESOLUTION NO. 11, SERIES OF 2016

A RESOLUTION OF THE CITY OF RIFLE, COLORADO ADOPTING A CODE OF CONDUCT FOR ELECTED OFFICIALS OF THE CITY OF RIFLE

City Manager Matt Sturgeon stated this Code of Conduct is designed to describe the manner in which Council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of Rifle.

Councilor Elliott moved to approve Resolution No. 11, Series of 2016; seconded by Councilor Green.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler

CONSIDER CORRECTING LEGAL DESCRIPTION FOR GRAND RIVER HOSPITAL DISTRICT ANNEXATION AND ZONING - RESOLUTION NO. 12, SERIES OF 2016

A RESOLUTION OF THE CITY OF RIFLE, COLORADO CLARIFYING THE LEGAL DESCRIPTION FOR CERTAIN REAL PROPERTY KNOWN AS THE GRAND RIVER HOSPITAL DISTRICT ANNEXATION

City Attorney Jim Neu noted the City annexed the Grand River Hospital District Annexation adjacent to Hospital Hill Road by Ordinance No. 20, Series of 2015 and zoned it Developing Resources (DR) Zone District by Ordinance No. 21, Series of 2015. Subsequent to the adoption of the Annexation and the Zoning Ordinances, the Grand River Hospital District Annexation Map was recorded with the Garfield County Clerk and Recorder with a different legal description than the Ordinances because the Hospital District refined the description of the Property it owned. The County brought this to our attention and to clear the public record, the City needs to state which legal description is correct. Planning staff researched this and agree that the legal description on the Annexation Map is correct. Resolution No. 12, Series of 2016 makes this finding and will be recorded to ensure there is no misinterpretation in the future.

Councilor Clifton moved to approve Resolution No. 11, Series of 2016; seconded by Councilor Hamilton
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett - abstained, and Winkler

ADMINISTRATIVE REPORTS

City Clerk Kristy Christensen announced the dates and times for the CML District 11 meeting hosted by the City of Rifle.

City Manager Matt Sturgeon reported on the following items: Rifle Creek Museum Tour on August 10th, Special Meeting on August 10th, and Chief of Police John Dyer is resigning from his position at the City of Rifle and taking a position in Lake Steven, Washington.

COMMENTS FROM MAYOR AND COUNCIL

Comments were heard from Councilor Hamilton, Councilor Green, Councilor Clifton, Councilor Elliott, Councilor Pruett, and Mayor.

Meeting adjourned at 8:29 p.m.

Kristy Christensen
City Clerk

Randy Winkler
Mayor

RIFLE CITY COUNCIL MEETING

Wednesday, July 20, 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 Winkler

PRESENT AT ROLL CALL: Councilors Barbara Clifton, Joe Elliott, Ed Green, Annick Pruett, Dana Wood and Mayor Winkler

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

OTHERS PRESENT: City Manager Matt Sturgeon, City Clerk Kristy Christensen, City Attorney Jim Neu, Assistant City Manager Kimberly Bullen, Rifle Community Television (RCTV) Assistant Salvador Tovar, Chief of Police John Dyer, Parks and Recreation Director Tom Whitmore, IT Director Mike Hall, Systems Administrator II Kelley Thompson, Finance Director Marcia Arnhold, Accountant Teresa Beecraft, City Engineer Rick Barth, Court Administrator Kathy Pototsky, Police Sergeant Kirk Wilson, Police Officer Dustin Marantino, Police Sergeant Diego Pina, Police Sergeant Sam Stewart, Police Officer Stephanie Straw, Police Sergeant Mike Tyler, Police Officer Will VanTeylingen, Police Officer Jose Valadez, Detective John Miller, Police Officer Garrett Duncan, Police Officer Edgar Lara, Daryl Meisner, Mary Meisner, Tim Mayberry, Susan Nichols-Alvis, Cheryl Chandler, Carl Stephens, and Jerri Ann Renner.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the July 6, 2016 Regular Meeting
- B. (Acting as Liquor Licensing Authority) Liquor License Renewals: ALX Inc. dba Fiesta Guadalajara, Dillion Companies Inc. dba City Market #43, Plaza Liquors LLC dba Plaza Liquors
- C. March 2016 and April 2016 Sales Tax Reports
- D. Authorizing Inter-Governmental Agreement (IGA) with Garfield County to accept grant funding from the County
- E. Authorizing Inter-Governmental Agreement (IGA) for Mosquito Control
- F. Contract to Provide Wastewater Services and Pre-Annexation Agreement with Mathew and Jerri Ann Renner
- G. Amending Bulk Water Service Fee – Ordinance No. 17, Series of 2016 – 2nd reading
- H. Accounts Payable

Councilor Clifton moved to approve Consent Agenda Items A, B, C, D, E, F,G, and H; seconded by Councilor Wood.

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

CITIZEN COMMENTS

No Citizen comments were heard.

RETIREMENT PRESENTATION FOR VAUGHN MILES

Police Chief John Dyer presented a plaque to Police Sergeant Vaughn Miles for his 37 years of service and sacrifice to the City.

Rifle City Council Meeting, July 20, 2016

ADMINISTER OATH OF OFFICE TO POLICE OFFICER EDGAR LARA

Police Chief John Dyer administered Oath of Office to City of Rifle’s new Police Officer Edgar Lara.

INDEPENDENT AUDITOR’S REPORT FOR FISCAL YEAR 2015

Tim Mayberry gave a summary of the 2015 draft auditors report.

CONSIDER AMENDMENT TO KNOLLRIDGE SUBDIVISION IMPROVEMENTS AGREEMENT

Planning Director Nathan Lindquist explained the developer of Knollridge East is requesting relief from three requirements of the Subdivision Improvements Agreement (SIA). The first request is relief from construction of a playground in exchange for a \$10,000 donation to the City for improvements to Joyce Park. The second request is relief from planting additional trees. The third request is relief from construction of a sidewalk. The Planning Commission recommends the amendment to the SIA.

Councilor Elliott moved to approve Subdivision Improvements Agreement Amendment; seconded by Councilor Wood

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

CONSIDER PARKS AND RECREATION ADVISORY BOARD APPOINTMENTS (PRAB)

Parks and Recreation Director Tom Whitmore stated two positions on the Parks and Recreation Advisory Board are currently vacant. Parks and Recreation Advisory Board members are appointed by council. The applicants for PRAB are Susan Nichols-Alvis, Christie Savage, Mason Hohstadt, and Erik Villasenor.

Councilor Clifton moved to appoint Christie Savage and Mason Hohstadt to the Parks and Recreation Advisory Board; seconded by Councilor Green.

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

CONSIDER VISITOR IMPROVEMENT FUND (VIF) ADVISORY BOARD APPOINTMENTS

Planning Director Nathan Lindquist noted the Visitor Improvement Fund (VIF) Advisory Board currently has two vacant seats. The VIF Advisory Board received only one letter of interest. Paul Rice submitted a letter expressing interest in joining the board. The VIF Advisory Board recommends appointment of Paul Rice.

Councilor Pruett moved to appoint Paul Rice to the Visitor Improvement Fund Advisory Board; seconded by Councilor Wood.

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

UPDATE ON RAILROAD AVENUE GEOTECHNICAL REPORT

City Engineer Rick Barth and Scott Richards, Colorado Northwest Region Manager for Yeh and Associates, gave a summary report of the geotechnical investigation, findings, and recommendations for the Railroad Avenue Improvements from 2nd Street to 5th Street.

CONSIDER RIFLE HOUSING AUTHORITY BOARD MEMBER TERMS - ORDINANCE NO. 16, SERIES OF 2016 – 2ND READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING SECTION 2-11-20 OF THE RIFLE MUNICIPAL CODE SETTING HOUSING AUTHORITY BOARD MEMBER TERMS.

City Attorney Jim Neu explained Ordinance No. 16, Series of 2016 amends Rifle Housing Authority Board member terms to three years.

Councilor Clifton moved to approve Ordinance No. 16, Series of 2016 on second reading as presented and order the ordinance to be published as required by Charter; seconded by Councilor Pruett.

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

**CONSIDER MOOSE LODGE PARKING LOT PARKING RESTRICTIONS, 133 EAST 3RD STREET
- RESOLUTION NO. 10, SERIES OF 2016**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SETTING DAYTIME
PARKING RESTRICTIONS IN THE 133 EAST 3RD STREET PARKING LOT.

City Attorney Jim Neu noted the City has the right to utilize the Moose Lodge Parking Lot located at 133 East 3rd Street. Resolution No. 10, Series of 2016 limits public parking to 2 hours. Moose Lodge members shall be exempt from the time restrictions of the Moose Lodge Parking Lot.

Councilor Elliott moved to approve Resolution No 10, Series of 2016 as amended (Parking restrictions to be consistent with the parking restrictions in the area); seconded by Councilor Pruett.

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

ADMINISTRATIVE REPORTS

City Manager Matt Sturgeon reported on the following items: Special Meeting on August 10th at 6:00 p.m., all Board recommend appointments to Council, and a Special thanks to Vaughn Miles.

Chief of Police John Dyer recognized Police Sergeant Vaughn Miles.

CITIZEN COMMENTS (not on the agenda)

Citizen Comment was heard from Jerri Ann Renner on the sewer tap fees required for the Wastewater Services and Pre-Annexation Agreement.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Green stated that he, Councilor Elliot, and Mike Samson met with the Bureau of Land Management to discuss signage and enforcement at Hubbard Mesa. Councilor Green will attend a meeting with the County Commissioner on August 1st to discuss enforcement on Hubbard Mesa.

Councilor Clifton expressed appreciation for Vaughn Miles and his service to the City.

Councilor Elliott thanked Chief of Police for hiring local.

Councilor Pruett noted the Garfield County Fair is around the corner.

Mayor Winkler thanked Rifle Police Officers and stated he was honored to be on committee to interview for Fire Chief.

EXECUTIVE SESSION FOR DISCUSSION OF A PERSONNEL MATTER UNDER C.R.S. SECTION 24-6-402(2)(F) AND NOT INVOLVING: ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES; AND FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E)

Councilor Clifton moved to go into executive session to discuss personnel matters and negotiations; seconded by Councilor Elliot.

Roll Call: Yes - Councilors Clifton, Elliott, Green, Wood, and Mayor Winkler

Upon return to open session following conclusion of the executive session, meeting adjourned at 9:15 p.m.

Kristy Christensen
City Clerk

Randy Winkler
Mayor

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

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A
TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT FOR THE RECONSTRUCTION OF
WEST 5TH STREET, PHASE I.

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS, the City of Rifle has submitted a Grant Application for Phase I of the West 5th Street Reconstruction project, requesting \$475,000 that includes approximately 800 feet of road improvements, sidewalk improvements, drainage installation, utility work and water valve and fire hydrant additions; and

WHEREAS, the City Council of the City of Rifle supports the completion of the project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council strongly supports the Grant Application submitted by the City of Rifle and has appropriated matching funds for a traditional grant with Garfield County Federal Mineral Lease District.
3. If the grant is awarded, the City Council strongly supports the completion of the project.
4. The City of Rifle authorizes the expenditure of funds necessary to meet the terms and obligations of the grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. If a grant is awarded, the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with the GCFMLD. The City of Rifle will continue to maintain West 5th Street in a high quality condition and will appropriate funds for maintenance annually.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 17th day of August, 2016.

ATTEST:

CITY OF RIFLE, COLORADO

By _____
City Clerk

By _____
Mayor

CITY OF RIFLE, COLORADO
RESOLUTION NO. 13
SERIES 2016

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A
MINI GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL
MINERAL LEASE DISTRICT FOR THE PURCHASE OF A RIFLE POLICE
DEPARTMENT PATROL VEHICLE

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS, the City of Rifle has submitted a Grant Application requesting a total award of \$25,000 for a Rifle Police Department patrol vehicle; and

WHEREAS, the City Council of the City of Rifle supports the completion of the project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council strongly supports the Grant Application submitted by the City of Rifle and has appropriated matching funds for a grant with Garfield County Federal Mineral Lease District.
3. If the grant is awarded, the City Council strongly supports the completion of the project.
4. The City of Rifle authorizes the expenditure of funds necessary to meet the terms and obligations of the grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. If a grant is awarded, the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with the GCFMLD. The City of Rifle will continue to maintain the patrol vehicle and equipment in a high quality condition and will appropriate funds for maintenance.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 17th day of August, 2016.

ATTEST:

CITY OF RIFLE, COLORADO

By _____
City Clerk

By _____
Mayor

Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	RI46409	SOD CUTTER	07/26/2016	60.00	.00	
	SI92841	TRIMMER LINE	07/21/2016	94.23	.00	
	SI93128	PROPANE FUEL	08/04/2016	12.60	.00	
Total 1003:				166.83	.00	
1004						
Verizon Wireless						
	071816	CELL PHONES-CITY EMPLOYE	07/18/2016	5,223.87	5,223.87	08/05/2016
Total 1004:				5,223.87	5,223.87	
1009						
B & B Plumbing, Inc						
	6073	REPAIR-POOL	08/01/2016	36.20	.00	
Total 1009:				36.20	.00	
1018						
Valley Lumber						
	25676	SUPPLIES	07/18/2016	3.87	.00	
	25775	SUPPLIES	07/20/2016	13.99	.00	
	25868	SUPPLIES	07/22/2016	20.97	.00	
	25895	SUPPLIES	07/22/2016	7.49	.00	
	26016	SUPPLIES	07/25/2016	1.72	.00	
	26043	SUPPLIES	07/26/2016	52.41	.00	
	26047	SUPPLIES	07/26/2016	38.97	.00	
	26091	SUPPLIES	07/26/2016	22.99	.00	
	26100	SUPPLIES	07/27/2016	56.96	.00	
	26103	SUPPLIES	07/27/2016	11.08	.00	
	26292	SUPPLIES	08/01/2016	38.91	.00	
	26326	SUPPLIES	08/01/2016	9.98	.00	
	26345	SUPPLIES	08/02/2016	55.56	.00	
	26443	SUPPLIES	08/03/2016	42.54	.00	
	36355	SUPPLIES	07/29/2016	7.16	.00	
Total 1018:				370.28	.00	
1055						
Columbine Ford, Inc						
	5016413	SWITCH ASY	07/28/2016	29.59	.00	
	6038795	REPAIR	07/14/2016	611.32	.00	
Total 1055:				640.91	.00	
1059						
Consolidated Electrical Distr						
	4983-583652	SUPPLIES	07/19/2016	340.85	.00	
	4983-583845	REPAIR	07/19/2016	309.20	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1059:				650.05	.00	
1062						
Dana Kepner Company						
	6180808-00	TOUCHCOUPLER	07/31/2016	1,313.72	.00	
Total 1062:				1,313.72	.00	
1087						
Grainger						
	9169841096	SUPPLIES	07/18/2016	78.94	.00	
Total 1087:				78.94	.00	
1094						
Hy-way Feed & Ranch Supply						
	2005064	SUPPLIES	07/20/2016	617.65	.00	
	2005149	SAFETY BOOTS	07/21/2016	129.95	.00	
Total 1094:				747.60	.00	
1105						
Meadow Gold Dairies						
	50227848	DAIRY PRODUCTS/SR CENTE	07/20/2016	51.28	.00	
	50227895	DAIRY PRODUCTS/POOL	07/25/2016	29.91	.00	
	50227915	DAIRY PRODUCTS/SENIOR CT	07/27/2016	35.25	.00	
	50227916	FAREWELL PARTY-BOBBY ODE	07/27/2016	20.80	.00	
	50227926	DAIRY PRODUCTS/POOL	07/27/2016	42.14	.00	
	50227984	DAIRY PRODUCTS/POOL	08/01/2016	393.61	.00	
	50228012	DAIRY PRODUCTS/POOL	08/04/2016	7.48	.00	
Total 1105:				580.47	.00	
1110						
YOUR PARTS HAUS CORP						
	434177	FHP BELT	07/18/2016	6.95	.00	
	434332	SUPPLIES	07/19/2016	32.52	.00	
	434578	FHP BELT	07/21/2016	6.35	.00	
	434878	TRAILER COUPLER LOCK	07/25/2016	67.76	.00	
	434980	RATCHET TIE DOWN	07/25/2016	124.76	.00	
	435161	AIR FILTER	07/27/2016	22.80	.00	
	435169	BRAKE PADS	07/27/2016	137.76	.00	
	435239	HEX SCREW	07/27/2016	5.88	.00	
	435343	BRAKE PADS	07/28/2016	74.19	.00	
	435348	CLEAR	07/28/2016	5.82	.00	
	435361	UJOINT	07/28/2016	13.56	.00	
	435477	TURBO NOZZLE	07/29/2016	111.01	.00	
	435662	RHINORAMP	08/01/2016	39.99	.00	
	435675	SUPPLIES	08/01/2016	14.88	.00	
	435716	LOCKERS	08/01/2016	3.33	.00	
	435814	TIE DOWN	08/02/2016	83.18	.00	
	435851	GLOVE	08/02/2016	33.32	.00	
	436043	SUPPLIES	08/03/2016	14.36	.00	
	436099	SUPPLIES	08/04/2016	79.98	.00	
	436148	FUEL FILTER	08/04/2016	44.72	.00	
	436153	BRAKE PADS	08/04/2016	97.14	.00	
	436501	SET MECH TOOL	08/08/2016	199.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	436524	OIL FILTER	08/08/2016	3.65	.00	
	436563	SUPPLIES	08/08/2016	23.12	.00	
	436579	SUPPLIES	08/08/2016	49.99	.00	
Total 1110:				1,296.02	.00	
1120						
Xcel Energy Inc						
	510288641	300 E 30TH ST	07/26/2016	1,091.18	1,091.18	08/05/2016
	510445727	250 E 16TH ST	07/27/2016	13.47	13.47	08/05/2016
Total 1120:				1,104.65	1,104.65	
1132						
Rifle Lock & Safe, LLC						
	34330	DUP KEYS	08/10/2016	11.25	.00	
	34332	DUP KEYS	07/25/2016	25.00	.00	
Total 1132:				36.25	.00	
1143						
Swallow Oil Company						
	1837 071516	ACCEL ND 30	07/15/2016	82.50	.00	
Total 1143:				82.50	.00	
1145						
Thatcher Company						
	1392850	Alum/Aluminum Sulfate	07/14/2016	2,896.37	.00	
	1392899	Alum/Aluminum Sulfate	07/15/2016	4,754.51	.00	
Total 1145:				7,650.88	.00	
1181						
Garfield Steel & Machine, Inc						
	00096509	MACHINE SHOP]	08/09/2016	20.00	.00	
Total 1181:				20.00	.00	
1191						
Lewan & Associates, Inc						
	IN06093	CONTRACT BASE CHARGE	07/21/2016	389.61	389.61	08/05/2016
Total 1191:				389.61	389.61	
1258						
Hach Company						
	10021107	REAGENT SET CHLORINE FRE	07/18/2016	473.79	.00	
	10026789	PHOSPHORUS	07/21/2016	807.05	.00	
	10029091	NITRATE	07/22/2016	73.10	.00	
	10031351	PHOSPHORUS	07/25/2016	105.58	.00	
Total 1258:				1,459.52	.00	
1312						
Honnen Equipment Co.						
	778103	STARTER MOTOR	07/22/2016	10.00-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1312:				10.00-	.00	
1339						
Grand Junction Pipe & Supply						
	3399423	SUPPLIES	07/18/2016	133.40	.00	
	3399425	SUPPLIES	07/18/2016	5.70	.00	
	3399427	SUPPLIES	07/18/2016	677.00	.00	
	3399429	SUPPLIES	07/18/2016	740.00	.00	
	3400085	SUPPLIES	07/19/2016	358.80	.00	
	3401069	SUPPLIES	07/20/2016	245.00	.00	
	3401071	SUPPLIES	07/20/2016	681.00	.00	
Total 1339:				2,840.90	.00	
1407						
Usa Blue Book						
	000534	SUPPLIES	07/12/2016	654.44	.00	
	000581	LONG HANDLE DIPPER	07/12/2016	312.67	.00	
	009132	SUPPLIES	07/18/2016	208.89	.00	
	012739	SUPPLIES	07/21/2016	162.10	.00	
Total 1407:				1,338.10	.00	
1563						
Quill Corporation						
	6282781	SUPPLIES	06/01/2016	6.79	.00	
	6317543	SUPPLIES	06/02/2016	162.24	.00	
	6317558	SUPPLIES	06/02/2016	95.77	.00	
	6340261	SUPPLIES	06/03/2016	73.42	.00	
	6340345	SUPPLIES	06/03/2016	35.97	.00	
	6475309	SUPPLIES	06/08/2016	159.32	.00	
	6540700	SUPPLIES	06/10/2016	165.59	.00	
	6802279	SUPPLIES	06/21/2016	105.93	.00	
	6824363	SUPPLIES	06/22/2016	58.39	.00	
Total 1563:				863.42	.00	
1653						
Millers Dry Goods						
	116848	UNIFORMS	07/28/2016	129.95	129.95	08/05/2016
Total 1653:				129.95	129.95	
1682						
Safety Kleen						
	70934559	OIL FILTER	07/19/2016	510.00	.00	
Total 1682:				510.00	.00	
1692						
A-1 Traffic Control						
	35345	EVENT-4TH OF JULY	07/07/2016	1,360.00	.00	
Total 1692:				1,360.00	.00	
1765						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Stuver & Lemoine P.c.	441	PROSECUTOR	07/26/2016	162.75	162.75	08/05/2016
Total 1765:				162.75	162.75	
1990						
Bookcliff Survey Services, Inc	10778	RIFLE CREEK TRAIL	07/20/2016	572.50	572.50	08/05/2016
Total 1990:				572.50	572.50	
2122						
Utility Notification Center Co	216070731	RTL TRANSMISSION/WATER &	07/31/2016	98.67	.00	
Total 2122:				98.67	.00	
2370						
B&b Landscape/jerry Baysinger	005244	REMOVED TREES	07/21/2016	1,400.00	.00	
	005245	REMOVED ELM TREE	07/21/2016	1,500.00	.00	
Total 2370:				2,900.00	.00	
2543						
Airgas USA, LLC	9053390086	CARBON DIOXIDE 200 LTRS	07/14/2016	440.27	.00	
	9053618637	CARBON DIOXIDE 200 LTRS	07/21/2016	630.53	.00	
Total 2543:				1,070.80	.00	
2573						
Mountain West Office Products	0591982-001	supplies	07/27/2016	85.36	.00	
	0591982-002	supplies	07/29/2016	8.89	.00	
	0592281-001	supplies	08/04/2016	34.61	.00	
	0592281-002	supplies	08/05/2016	61.28	.00	
Total 2573:				190.14	.00	
2846						
Colo Mtn News Media	12304922A 08	AD	08/18/2016	24.29	.00	
Total 2846:				24.29	.00	
2936						
Farmer Bros. Co.	64006707	COFFEE	08/01/2016	252.50	.00	
Total 2936:				252.50	.00	
2960						
Walmart Community	001773	SUPPLIES	08/01/2016	5.41	5.41	08/05/2016
	019312	SUPPLIES	07/19/2016	48.62	48.62	08/05/2016
	027833	SUPPLIES	07/27/2016	54.54	54.54	08/05/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2960:				108.57	108.57	
3015						
Kroger/King Sooper Cust Charge						
	087870	PLANNING ZONING DINNER	07/26/2016	64.90	64.90	08/05/2016
	104120	MEETING	07/06/2016	20.96	20.96	08/05/2016
Total 3015:				85.86	85.86	
3083						
ALSCO						
	1806845	LAUNDRY/senior center	07/19/2016	66.19	.00	
	1809789	SUPPLIES	07/26/2016	29.89	.00	
	1809790	CARGO PANTS	07/26/2016	8.80	.00	
	1809791	LAUNDRY/senior center	07/26/2016	65.60	.00	
	1812727	SUPPLIES	08/02/2016	29.89	.00	
	1812728	CARGO PANTS	08/02/2016	8.80	.00	
	1815722	CARGO PANTS	08/09/2016	8.80	.00	
Total 3083:				217.97	.00	
3285						
Johnson-Carter Architects, PC						
	1211E-363	ARCHITECTURAL SERVICES	07/28/2016	1,000.00	1,000.00	08/05/2016
Total 3285:				1,000.00	1,000.00	
3347						
V.I.P. Trash Services LLC						
	75426	TRASH PICKUP/DDA	08/01/2016	150.00	150.00	08/05/2016
Total 3347:				150.00	150.00	
3380						
Rain For Rent						
	086044127	Rental pump and hardware for em	06/28/2016	18,240.55	.00	
	086044155	Rental pump and hardware for em	07/14/2016	8,068.74	.00	
Total 3380:				26,309.29	.00	
4261						
All Water Supply LLC						
	3938	SUPPLIES	07/19/2016	285.28	.00	
Total 4261:				285.28	.00	
4345						
Helen Artist-Rogers/HR Design						
	1626	PROFESSIONAL SERVICES	08/02/2016	1,950.00	1,950.00	08/05/2016
Total 4345:				1,950.00	1,950.00	
4633						
K&K Lumber Company LLC						
	013765	ROUGH SAWN LUMBER	07/22/2016	1,076.40	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4633:				1,076.40	.00	
4701						
Tri County Fire Protection						
	142711	ANNUAL MAIN INSPECTION	07/28/2016	769.00	.00	
Total 4701:				769.00	.00	
4734						
Vandewalle & Associates, Inc.						
	201607057	Aviation Industry Strategy Assist	07/20/2016	10,673.25	10,673.25	08/05/2016
Total 4734:				10,673.25	10,673.25	
4796						
Mountain Air Mechanical Hvac						
	24025	REPAIR	08/03/2016	102.43	.00	
Total 4796:				102.43	.00	
4949						
Office Outfitters & Planners						
	28255	DESKS	07/26/2016	4,148.67	4,148.67	08/05/2016
Total 4949:				4,148.67	4,148.67	
4969						
Stout's Electric Motor Service						
	50184	reconditioned parts	07/19/2016	868.21	.00	
	50185	REWIND LABOR, REWIND MAT	07/22/2016	1,124.65	.00	
Total 4969:				1,992.86	.00	
4989						
Mr Power S/Sandor Drucker						
	382	SIDEWALK CLEANING/DDA	08/02/2016	2,380.00	2,380.00	08/05/2016
Total 4989:				2,380.00	2,380.00	
5023						
CASELLE INC						
	74246	CASELLE SOFTWARE/FINANCE	07/01/2016	2,370.00	2,370.00	08/05/2016
Total 5023:				2,370.00	2,370.00	
5078						
BSN SPORTS COLLEGIATE PACIFIC						
	98038602	SUPPLIES	07/08/2016	266.79	.00	
Total 5078:				266.79	.00	
5192						
PECZUH PRINTING COMPANY						
	250281	BUSINESS CARDS	07/21/2016	28.00	.00	
Total 5192:				28.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5253						
FASTENAL						
	CORIF78204	SUPPLIES	07/29/2016	428.77	.00	
	CORIF78255	SUPPLIES	08/01/2016	44.97	.00	
	CORIF78315	SUPPLIES	08/08/2016	68.64	.00	
Total 5253:				542.38	.00	
5384						
MOUNTAIN HIGH PAINT						
	00005647	SUPPLIES	07/28/2016	11.58	.00	
Total 5384:				11.58	.00	
5518						
CURRENT SOLUTIONS						
	6671	SMART CARD	07/27/2016	505.92	505.92	08/05/2016
Total 5518:				505.92	505.92	
5540						
BOBCAT OF THE ROCKIES						
	12064014	STEERING SHAFT	07/12/2016	334.96	.00	
Total 5540:				334.96	.00	
5650						
HIGH COUNTRY GAS						
	241901	STEELSAW	08/01/2016	885.07	.00	
Total 5650:				885.07	.00	
5846						
Mesa County Health Department						
	2506-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
	2507-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
	2508-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
	2509-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
	2510-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
	2511-16	Water Testing	08/02/2016	20.00	20.00	08/05/2016
Total 5846:				120.00	120.00	
6040						
AIS Industrial & Construction Supply						
	635409-00	SUPPLIES	07/27/2016	171.00	.00	
Total 6040:				171.00	.00	
6109						
Aero-Mod, Inc						
	SO29617-1	SUPPLIES	07/28/2016	230.09	.00	
	SO29700-1	SUPPLIES	07/28/2016	354.89	.00	
Total 6109:				584.98	.00	
6137						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Impressions of Aspen						
	23234	SUPPLIES	05/09/2016	1,159.97	1,159.97	08/05/2016
	23234.1	TONER	05/11/2016	189.99	189.99	08/05/2016
	23424	SUPPLIES	06/27/2016	75.97	75.97	08/05/2016
	23529	SUPPLIES	07/21/2016	90.11	.00	
	23542	SUPPLIES	07/26/2016	18.22	.00	
	23553	XEROX SOLENOID FEED KIT	07/29/2016	69.74	.00	
	23560	SUPPLIES	08/01/2016	989.95	.00	
	23585	SUPPLIES	08/04/2016	25.57	.00	
Total 6137:				2,619.52	1,425.93	
6225						
BRUBACHER DESIGN						
	1924	SIGNS	07/25/2016	93.00	.00	
	1936	DECALS	08/04/2016	315.00	.00	
Total 6225:				408.00	.00	
6330						
COUNTY HEALTH POOL						
	080116	COBRA	08/01/2016	2,293.44	2,293.44	08/05/2016
	080116.	IT	08/01/2016	98,742.74	98,742.74	08/05/2016
Total 6330:				101,036.18	101,036.18	
6357						
FIRST STRING						
	7865	TSHIRTS	07/19/2016	580.00	.00	
Total 6357:				580.00	.00	
6389						
ANYTIME SEWER & DRAIN						
	12055	CAMERA LINE	07/20/2016	480.00	.00	
	12057	CAMERA LINE	07/20/2016	480.00	.00	
Total 6389:				960.00	.00	
6402						
CENTURY LINK						
	6250108 07221	LONG DISTANCE	07/22/2016	155.54	155.54	08/05/2016
	6254904 07221	LONG DISTANCE	07/22/2016	116.67	116.67	08/05/2016
	6254960 07221	LONG DISTANCE	07/22/2016	120.87	120.87	08/05/2016
	6259179 07221	LONG DISTANCE	07/22/2016	97.18	97.18	08/05/2016
	K-7191113095	LONG DISTANCE	07/22/2016	1,081.06	1,081.06	08/05/2016
Total 6402:				1,571.32	1,571.32	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624 073116	SUPPLIES	07/31/2016	157.48	157.48	08/05/2016
	10625 073116	SUPPLIES	07/31/2016	32.56	32.56	08/05/2016
	10626 073116	SUPPLIES	07/31/2016	111.54	111.54	08/05/2016
	10629 073116	SUPPLIES	07/31/2016	5.56	5.56	08/05/2016
Total 6485:				307.14	307.14	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6564						
KAUP ENGINEERING INC.						
	16038.0716	PROFESSIONAL SERVICES	07/31/2016	480.00	480.00	08/05/2016
Total 6564:				480.00	480.00	
6568						
MICRO PLASTICS						
	111583	VINYL SIGN	04/29/2016	72.60	.00	
	112949	SUPPLIES	08/01/2016	784.20	.00	
	112978	VINYL SIGNS	08/03/2016	505.74	.00	
	112997	ENGRAVING	08/04/2016	173.00	.00	
Total 6568:				1,535.54	.00	
6606						
Western Slope Beverage						
	3080807	BOTTLED WATER	06/27/2016	34.75	.00	
	3081275	BOTTLED WATER	07/11/2016	14.20	.00	
	3081776	BOTTLED WATER	07/25/2016	27.90	.00	
	765221	BOTTLED WATER	07/05/2016	67.30	.00	
	765652	BOTTLED WATER	07/15/2016	20.00	.00	
Total 6606:				164.15	.00	
6612						
CEDAR NETWORKS						
	228779	INTERNET-CITY OF RIFLE	08/01/2016	3,580.00	3,580.00	08/05/2016
Total 6612:				3,580.00	3,580.00	
6620						
625-WATER (9283)						
	21188	BOTTLED WATER	07/13/2016	14.40	14.40	08/05/2016
	21348	BOTTLED WATER	08/03/2016	35.25	.00	
	22215	BOTTLED WATER	07/07/2016	28.30	28.30	08/05/2016
	22253	BOTTLED WATER	07/20/2016	35.25	35.25	08/05/2016
	22325	BOTTLED WATER	07/27/2016	35.25	35.25	08/05/2016
Total 6620:				148.45	113.20	
6678						
AARON'S HEATING & COOLING, INC						
	1697	repair	08/08/2016	623.26	.00	
Total 6678:				623.26	.00	
6779						
COMMERCIAL TIRE SERVICE, INC						
	41327	TIRES	08/02/2016	711.24	.00	
	41328	TIRES	08/02/2016	624.96	.00	
	41329	TIRES	08/02/2016	156.98	.00	
Total 6779:				1,493.18	.00	
6784						
CC ENTERPRISES						
	52729	WATERWALL PIECES	06/30/2016	540.00	540.00	08/05/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6784:				540.00	540.00	
6790						
O'REILLY AUTO PARTS						
	3761-443157	SUPPLIES	07/15/2016	23.46	.00	
	3761-445333	supplies	07/26/2016	9.99	.00	
	3761-445773	SUPPLIES	07/28/2016	19.98	.00	
	3761-445776	SUPPLIES	07/28/2016	29.98	.00	
	3761-445778	SUPPLIES	07/28/2016	51.96	.00	
	3761-445796	supplies	07/28/2016	30.48	.00	
	3761-445817	supplies	07/28/2016	11.98	.00	
	3761-446515	supplies	08/01/2016	53.98	.00	
Total 6790:				207.85	.00	
6846						
TRANSWEST TRUCK TRAILER RV						
	261390042	SUPPLIES	05/18/2016	86.12	.00	
Total 6846:				86.12	.00	
6847						
DELTA RIGGING & TOOLS INC						
	GRA PSI00017	GREEN TUFFY FLEXI-GRIP	07/19/2016	196.92	.00	
Total 6847:				196.92	.00	
6858						
Merchants Integrity Test LLC						
	M11527312016	INTEGRITY TEST	07/31/2016	48.00	48.00	08/05/2016
Total 6858:				48.00	48.00	
6893						
TRADE CENTER AUTO RECYCLERS, INC.						
	7077	SUPPLIES	08/01/2016	45.00	.00	
	7129	SUPPLIES	08/09/2016	65.00	.00	
Total 6893:				110.00	.00	
6964						
COVENANT TOWING & TRANSPORT						
	11201	TOWING	07/26/2016	80.00	.00	
Total 6964:				80.00	.00	
6990						
INSTRUMENT & SUPPLY WEST						
	0002825-IN	REPAIR KIT	07/20/2016	402.20	.00	
Total 6990:				402.20	.00	
6995						
THE DRUG TESTING PLACE						
	215719	DRUG TESTING	08/01/2016	175.00	175.00	08/05/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6995:				175.00	175.00	
7019						
SHDP RF I LLC						
	42582	SOLAR	08/01/2016	2,638.56	2,638.56	08/05/2016
Total 7019:				2,638.56	2,638.56	
7107						
MOLTZ CONSTRUCTION INC						
	080116	RIFLE 3MG WATER TANK	08/01/2016	358,560.51	358,560.51	08/05/2016
	080116	Construction of 2 mg tank	08/01/2016	5,756.50	5,756.50	08/05/2016
Total 7107:				364,317.01	364,317.01	
7130						
ORRISON DISTRIBUTING						
	15284	LIQUOR UTE	07/27/2016	392.00	392.00	08/05/2016
	15299	LIQUOR UTE	07/29/2016	73.20	73.20	08/05/2016
Total 7130:				465.20	465.20	
7163						
DENVER RESEARCH GROUP. INC.						
	20101327	DAILY BRIEFING	06/29/2016	120.00	120.00	08/05/2016
Total 7163:				120.00	120.00	
7205						
US FOODS						
	5359270	FOOD SUPPLIES	07/21/2016	834.97	.00	
	5494876	FAREWELL PARTY	07/28/2016	147.95	.00	
Total 7205:				982.92	.00	
7229						
ROTO ROOTER PLUMBING						
	384042	MAINTENANCE	07/13/2016	1,500.00	.00	
Total 7229:				1,500.00	.00	
7232						
ALIGN MULTIMEDIA, LLC						
	2232	MARKETING	08/01/2016	1,175.00	1,175.00	08/05/2016
Total 7232:				1,175.00	1,175.00	
7278						
CPS DISTRIBUTORS, INC						
	2339276-00	POLY DRAIN WYE	07/28/2016	37.23	.00	
Total 7278:				37.23	.00	
7339						
U.S. FORCED AIR COMPANY						
	2794	A/C REPAIR	07/28/2016	364.00	364.00	08/05/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7339:				364.00	364.00	
7361 CONSERVATION LEGACY						
	3763	ADMINISTRATIVE FEE	06/23/2016	3,333.33	3,333.33	08/05/2016
Total 7361:				3,333.33	3,333.33	
7368 SALAZAR CLEANING SERVICES						
	072816	CLEAN THEATER	07/28/2016	2,480.00	2,480.00	08/05/2016
Total 7368:				2,480.00	2,480.00	
7375 MUNIREVS. LLC						
	488	TRAINING	08/01/2016	1,446.41	1,446.41	08/05/2016
Total 7375:				1,446.41	1,446.41	
7424 RIFLE WORKS						
	37334	TEMP EMPLOYEE	08/01/2016	318.27	318.27	08/05/2016
Total 7424:				318.27	318.27	
7446 CDC JANITORIAL						
	175532	supplies	06/22/2016	60.09-	.00	
	178616	supplies	07/20/2016	219.19	.00	
	179096	SUPPLIES	07/21/2016	72.35	.00	
	179207	supplies	07/22/2016	136.84-	.00	
	179412	SUPPLIES	07/27/2016	188.51	.00	
	179416	SUPPLIES	07/27/2016	85.23	.00	
	179417	supplies	07/27/2016	10.16	.00	
	179418	SUPPLIES	07/27/2016	43.48	.00	
	180798	SUPPLIES	08/05/2016	262.24	.00	
Total 7446:				684.23	.00	
7487 SGS ACCUTEST INC						
	D6-75858	WEEKLY COPPER PD	06/09/2016	348.50	348.50	08/05/2016
	D7-77385	RIFLE METALS	07/27/2016	384.50	.00	
	D7-77444	WEEKLY COPPER PD	07/27/2016	99.50	.00	
	D7-77447	PWSID CO0123676	07/27/2016	243.50	.00	
	D7-77470	PWSID CO0123676	07/27/2016	159.50	.00	
Total 7487:				1,235.50	348.50	
7508 INTERMOUNTAIN VALVE & CONTROLS						
	220/60000662	SUPPLIES	07/20/2016	396.00	.00	
	220/60000736	SUPPLIES	07/29/2016	1,030.00	.00	
Total 7508:				1,426.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7522						
MGT						
	28582	Cost allocation	07/25/2016	5,376.00	.00	
Total 7522:				5,376.00	.00	
7597						
MOUNTAIN BEVERAGE						
	700-54	LIQUOR UTE	07/29/2016	60.00-	60.00-	08/05/2016
	W-749671	LIQUOR UTE	06/10/2016	299.60	299.60	08/05/2016
	W-750508	LIQUOR UTE	06/17/2016	59.00	59.00	08/05/2016
	W-757472	LIQUOR UTE	07/08/2016	422.35	422.35	08/05/2016
	W-759727	LIQUOR UTE	07/15/2016	780.30	780.30	08/05/2016
	W-762129	LIQUOR UTE	07/22/2016	346.00	346.00	08/05/2016
	W-764353	LIQUOR UTE	07/29/2016	161.50	161.50	08/05/2016
Total 7597:				2,008.75	2,008.75	
7615						
ECONO SIGNS						
	10-930718	SUPPLIES	07/20/2016	121.94	.00	
Total 7615:				121.94	.00	
7617						
SWANK MOTION PICTURES, INC						
	RG 2211965	DVD	07/25/2016	273.00	273.00	08/05/2016
Total 7617:				273.00	273.00	
7638						
WOLF, JESSE						
	080216	REFUND-751 CEDAR CT	08/02/2016	263.43	263.43	08/05/2016
Total 7638:				263.43	263.43	
7659						
DISSIDENT BOOKING						
	080416	SHOW	08/04/2016	2,000.00	2,000.00	08/05/2016
Total 7659:				2,000.00	2,000.00	
7660						
DISPLAYS2GO						
	2251	SMOKERS OUTPOST CONTAIN	08/03/2016	241.07	241.07	08/05/2016
Total 7660:				241.07	241.07	
7661						
CDOT						
	080216	REFUND-1115 PARK AVE	08/02/2016	76.00	76.00	08/05/2016
Total 7661:				76.00	76.00	
7662						
ZIEGLER, DAVE & KATHY						
	080216	REFUND-525 BIRCH CT	08/02/2016	236.35	236.35	08/05/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7662:				236.35	236.35	
7663						
WOLF, SHANE & ASHLEY						
	080216	REFUND-938 W 24TH ST	08/02/2016	104.51	104.51	08/05/2016
Total 7663:				104.51	104.51	
7664						
BELL, FRED & DENEEN						
	080216	REFUND-795 W 24TH ST	08/02/2016	89.81	89.81	08/05/2016
Total 7664:				89.81	89.81	
7665						
JEWELL, CHAD & LORI						
	080216	REFUND-229 S 9TH ST	08/02/2016	255.33	255.33	08/05/2016
Total 7665:				255.33	255.33	
7666						
ROSEMOUNT INC.						
	70978160	PRESSURE TRANSMITTER	07/25/2016	2,884.30	.00	
Total 7666:				2,884.30	.00	
7668						
BELTRI-ROC INC.						
	652511	INSTALLED 20 AMP	08/03/2016	518.92	.00	
Total 7668:				518.92	.00	
7669						
ROARING FORK TOOL SOURCE						
	69128	SPOT POLISHER	07/27/2016	262.50	.00	
	69574	FREE RANGE COMB	08/10/2016	69.95	.00	
Total 7669:				332.45	.00	
Grand Totals:				605,880.93	522,906.90	

Dated: _____

City Finance Director: _____

Report Criteria:

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

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jsn@mountainlawfirm.com

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

August 11, 2016

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

Re: August 17, 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 August 17, 2016 Rifle City Council Meeting.

1. Ordinance No. 18, Series of 2016 (General Penalty and Municipal Court Fees). The Municipal Court Staff is recommending changes to Municipal Code Sections 1-4-20, 2-4-240, and 10-1-40 to better align with state statutory law and the court's practical considerations. Recent legislation at the state level has expanded potential penalties in municipal courts from maximum fines of \$1,000 up to \$2,650. The Municipal Court Staff believes that a local cap of \$2,000 for Code violations is appropriate given common practices. Furthermore, review of the Court's fee schedule revealed that a number of fees were either unnecessary given advancements in technology (e.g. fax fee) or no longer required by the state. The fees have been adjusted or removed from the Code to reflect current best practices.

Following first reading of Ordinance No. 18, we found several more references in the Code to the \$1,000 general penalty for specific violations of those sections. For second reading, we propose amending Ordinance No. 18 to change those sections to \$2,000 to remain consistent. Those amendments are highlighted for your review of the amendments on second reading.

2. Ordinance No. 19, Series of 2016 (Marijuana Regulations- Rifle Municipal Code Chapter 6, Articles VIII and IX). The City Council held a workshop earlier this year and discussed the City's regulation of the marijuana industry within its jurisdiction. Council concluded that process by giving direction to staff to preserve the status quo, but not allow any additional marijuana establishments in the City. By Ordinance No. 15, Series of 2016 the City Council placed a temporary moratorium on the issuance of any additional marijuana licenses so that new regulations can be drafted for Council's consideration. Enclosed is Ordinance No. 19, Series of

2016 revising the City's Medical Marijuana Code and Retail Marijuana Code codified as Chapter 6, Article VIII and Article IX.

As we had mentioned to you, the City's Marijuana Codes were in need of amendment to keep up with the evolving regulation of this industry at the state level, for which the City acts as the local licensing authority. Many of the amendments contained in Ordinance No. 19 are clarify definitions and processes and incorporate common provisions adopted by other jurisdictions. The main substantive change relates to preserving the status quo and locking in the existing number of licenses and prohibiting additional licenses. Therefore, only 5 medical marijuana center licenses (RMC §6-8-60(3)), 4 medical marijuana optional premises cultivation operation licenses (RMC §6-8-60(6)), and 4 retail marijuana cultivation facility licenses (RMC §6-9-60) shall be available in the City. Because there is a dual-operation requirement for cultivation operations whereby both a medical and a retail cultivation license must be issued to the same facility (RMC §6-9-60), only 4 cultivation facilities in total are allowed in the City. These limitations are on the number of licenses of these categories and it is not specific to the current licensees or locations. All medical marijuana-infused products manufacturers (RMC §6-8-30(d)), retail marijuana stores, retail marijuana product manufacturing facilities and marijuana testing facilities (RMC §6-9-30(b)) are prohibited. Appendix A is also revised to create standardized application fees between medical and retail marijuana, all of which take into account the staff time it takes to administer these regulations.

On first reading of Ordinance No. 19, Council heard from a local license holder requesting text amendments to the Marijuana Codes. Although that text amendment was not approved, and as a reasonable compromise, Council directed staff to create a tiered enforcement approach to the odor regulations for cultivation operations in Section 6-8-160 and 6-9-180. The amendments are highlighted and reference the administrative citation process in the Land Use Code similar to a zoning or nuisance violation. The first violation assesses a penalty of \$1,500 and requires corrective action. If a violation occurs again in a 12 month period, the penalty is \$2,000, and if it persists, a hearing will be held on the suspension or revocation of the license. Although not codified, it is staff's practice to give a licensee a warning of the violation and try to obtain compliance before a citation is actually issued.

Ordinance No. 19 also contains amendments on second reading to Section 6-8-60 Location Requirements for Medical Marijuana Centers (stores) and allows them in the Light Industrial Zone District and LI PUD Zone District, so long as general retail sales are allowed in the PUD. In addition, we found some other non-substantive clean-up items in the Ordinance, all of which are highlighted as amendments on second reading.

3. Resolution No. 15, Series of 2016 (Approval of Lot 10C RRV Minor Subdivision). The City received an application for a minor subdivision of Lot 10C RRV Subdivision which is the large lot between Walmart and Choice Liquors. The Developer proposes subdividing a small lot adjacent to Airport Road to be known as Lot 10A for a fast food restaurant. The Planning Department's staff report will provide the details of the application and Resolution No. 15, Series of 2016 approves the minor subdivision. Also enclosed is a Subdivision Improvements Agreement

Page 3

that sets forth the conditions of approval and development of the Property. The road accessing the Property will be a private road, but it must align with Megan Avenue and meet the design specifications of the City. In addition, the City desires a traffic signal at this new intersection and the Developer must engineer and design the signal as part of the development at its expense. The Developer will also install the traffic signal, but the City will reimburse it for the cost of materials and construction because the need for the signal is primarily due to existing conditions and not the new lot being created. Finally, no further subdivision will be allowed of the remaining Lot 10C unless Developer submits a master plan for the property so it does not continue to be piecemeal developed.

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:
Encs.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Hannah Klausman, Planner

DATE: August 17, 2016

SUBJECT: Rifle Retail Ventures Lot 10c Minor Subdivision Final 2016-1
Applicant: Rifle Retail Ventures LLC
Authorized Representative: Ron Liston

REQUEST

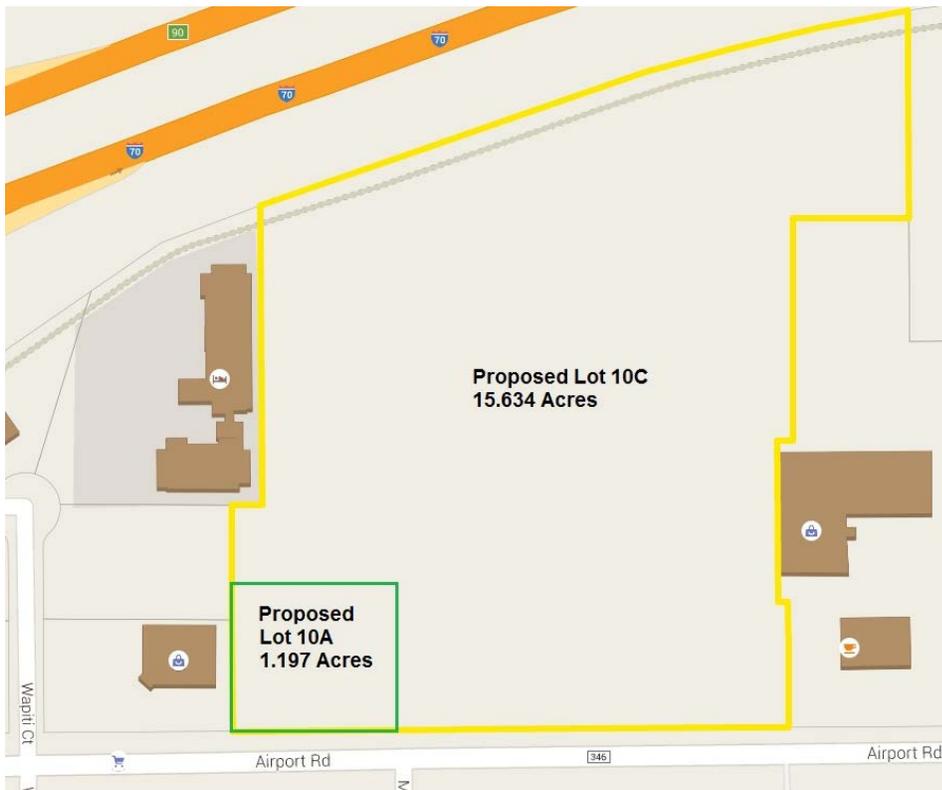
The applicant requests Final Plan approval of a minor subdivision of Lot 10C in the Rifle Retail Ventures Subdivision (700 Airport Road). Planning Commission gave Sketch Plan approval at their June meeting. Lot 10C currently consists of approximately 16.8 acres and is vacant. The subject subdivision will create two (2) separate commercial lots. See the property highlighted below. The property is located between Wal-Mart and Choice Liquors.





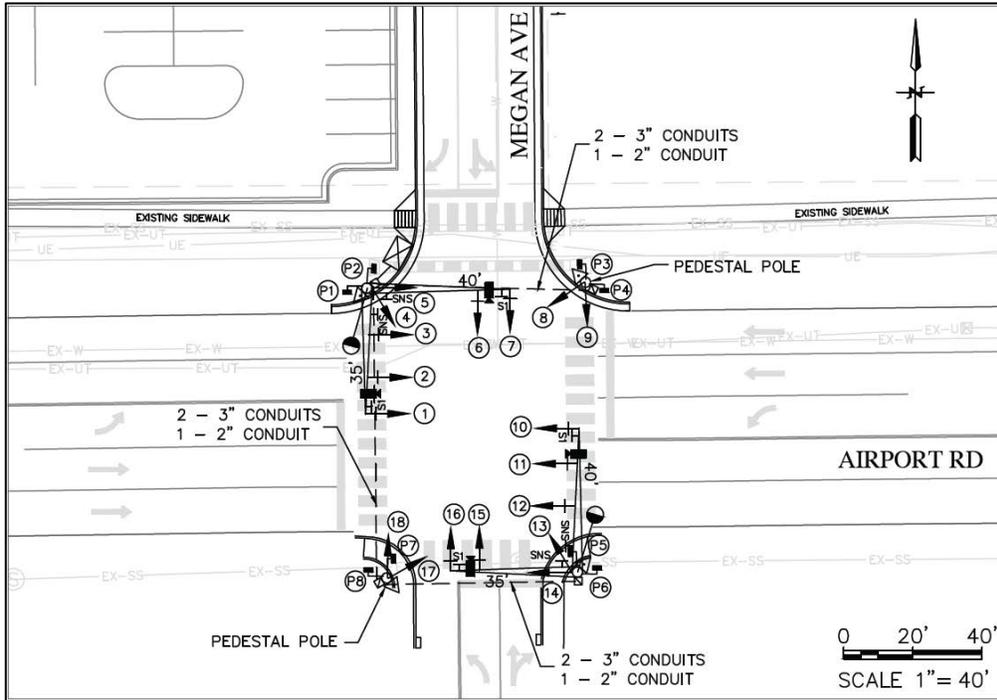
BACKGROUND

The objective of the applicant is to be able to divide a smaller lot to establish individual ownership and a future proposed fast food restaurant. The proposed subdivision will create two (2) separate commercial lots in the Rifle Retail subdivision, the larger Lot 10C being approximately 16 acres, and the smaller Lot 10A, approximately 1 acre which would encompass the proposed fast food restaurant. The lots will be zoned Community Service (CS), consistent with the current zoning. Please see the proposed lots below.



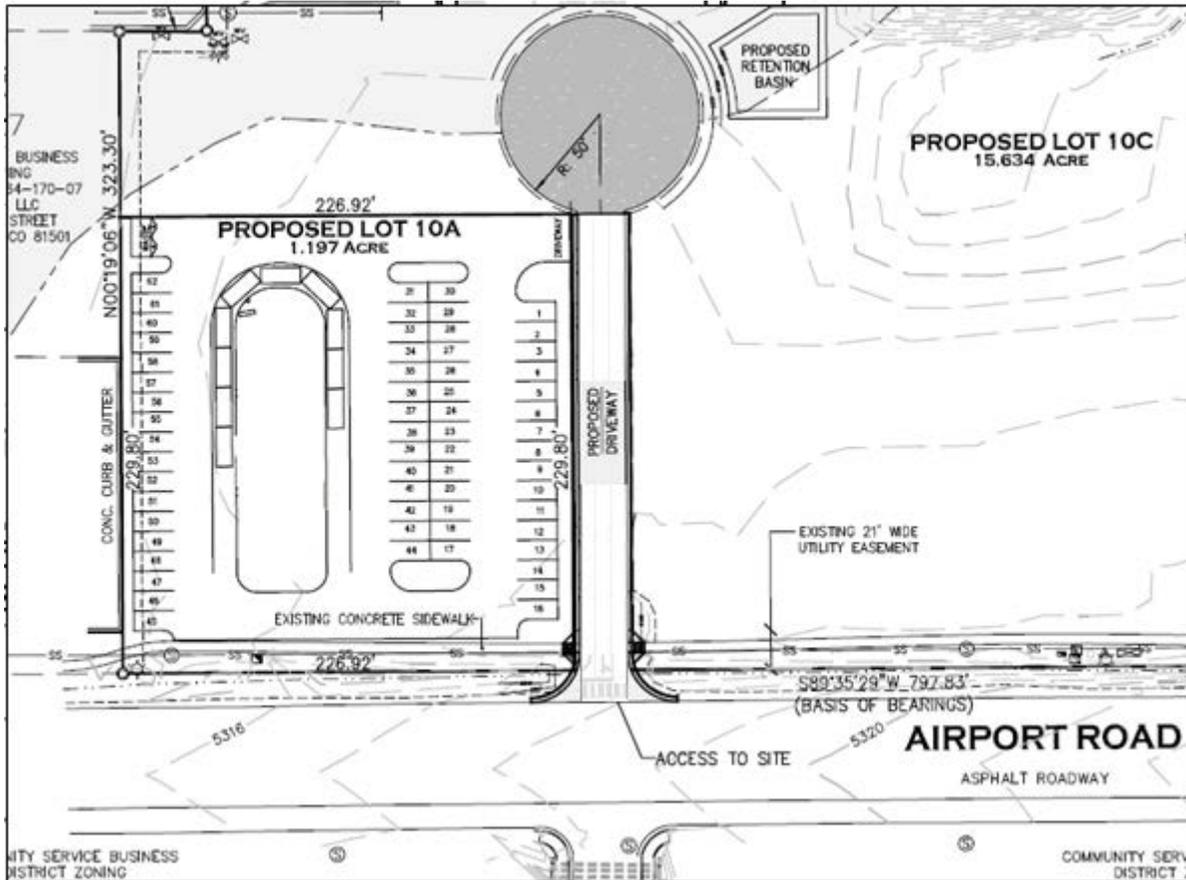
ACCESS

The subdivision currently does not have a constructed access. The developer proposes to install a private drive off of Airport Road directly across from Megan Avenue to the south, which will serve as the main access for Lot 10A and future development on Lot 10C. See detail below. Staff is recommending the private drive match with Megan Avenue which is a two way street with center turn lane. See image below.



The applicant submitted a traffic study to examine the impact of on Airport road traffic. After reviewing the traffic report, the City does desire the construction of the stoplight at the RRV private drive intersection with Airport Road, largely due to the existing use of that intersection by the hospital and the fire station and the future traffic with the eventual build-out of Lot 10. As a result, Staff proposes that the City cover the material costs and installation of the stoplight itself at the time of construction on Lot 10A. The City would seek funding from institutional partners that would benefit from the stoplight; however, the applicant will be required to incorporate the stoplight into the project's engineering design of the private drive intersection, materials purchasing and construction management. The SIA includes a provision for the City to provide payment to the applicant, after approval of design and cost estimates when constructed.

The applicant proposes to have the private drive end in a temporary circular turn around area until further development happens on Lot 10C. See image below. Planning and Zoning commissioners discussed the need for barriers to prevent vehicular traffic from parking in the empty lot. This issue can be addressed during the site plan application.



UTILITIES

The subdivision is on the City water and sewer system and can be served. The applicant proposed to extend the water line with a fire hydrant along the access drive to accommodate future development on Lot 10C.

Applicant is also aware that they will be required to provide a sewer service plan with cleanout at or near property line in addition to whatever cleanouts may be needed for the building.

RECOMMENDATION

Staff and Planning and Zoning Commission recommend City Council to APPROVE RRV Minor Subdivision Final 2016-1 with the following conditions:

1. The proposed private drive shall be constructed to match Megan Avenue as a three lane access road to the property with southbound Right/Straight and Left turn, and a northbound entry.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



2. Applicant shall provide a design team or sub-consultant team that will be doing the construction work on the traffic light and private drive for approval to Public Works.
3. Applicant shall provide for engineered design and construction of a large diameter water line up the access road for the site, with at least one hydrant, and place their tap off of that line near the termination point to prevent stagnation.
4. Applicant shall develop a Business Owner Association agreement for the private driveway maintenance and future shared public improvements per the city attorney's template.
5. Any use of Lot 10A shall require associated improvements and permits as stipulated in the Rifle Municipal Code.
6. The City will not consider further subdivisions of Lot 10c without a master plan for the entire property.

FINDINGS

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

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

There are no provisions of the Rifle Municipal Code that would prevent this subdivision from occurring.

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

The surrounding area consists of commercial uses. The proposed use is a fast food restaurant and is well suited for the area. The lot size is similar in size to the surrounding parcels.

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

Fast food commercial uses are desirable along the Airport Road corridor. The area is immediately adjacent to Interstate 70 serving highway travelers, and adjacent uses are compatible in character.



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

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

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

The Comprehensive plan identifies this area as the South Rifle Business District, "Rifle's primary regional shopping area," appropriate for commercial uses including big box stores or "lifestyle centers" retail, office, hotel, personal, and business services.

The proposed subdivision is compatible with the Comprehensive Plan's goal of growing Rifle's regional commercial base along the Airport Road commercial corridor.

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

The proposed use could have a positive impact on property values as it would develop an otherwise vacant lot on Airport Road. The proposed fast food restaurant will meet professional standards for design, site plan, and landscaping regulated by Rifle Municipal Code ensuring an attractive and quality addition to neighboring buildings.

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

The use is not anticipated to be a high volume request.

LAND DESIGN PARTNERSHIP

918 Cooper Avenue, Glenwood Springs, CO 81601
970-945-2246 / Cell 970-379-7638
E-mail: ron@landdesignpartnership.com

June 1, 2016

Nathan Lindquist
Planning Director
City of Rifle, CO 81650

Re. Sketch Plan Lot 10C RRV Subdivision

Dear Nathan:

Attached herewith are the submittal requirements for a Minor Subdivision regarding Lot 10C of the RRV Subdivision in the City of Rifle. Lot 10C is zoned Community Service and is owned by Rifle Retail Ventures LLC of Columbus, Ohio.

The Owner desires to create a parcel in the southwest corner of Lot 10C which is anticipated to accommodate Wendy's restaurant including drive through service. Lot 10A will have no direct access to Airport Road. A private drive and temporary cul-de-sac will be constructed within an access, utility and drainage easement along the east side of Lot 10A. A retention basins is proposed at the edge of the cul-de-sac which will serve for stormwater management until a more comprehensive basin is constructed in association with the future subdivision of the remainder of Lot 10C. The new drive will be maintained by the owner of Lot 10C, Rifle Retail Venture, until a property owner's association is formed at the time of further subdivision of Lot 10C. The detailed site plan review of the proposed use on Lot 10A will be the responsibility of the purchaser of that lot.

The Owners acknowledge there shall be nor further division of the remainder of Lot 10C without a complete master plan for the division of the entirety of that tract. At the Pre-Application conference, Planning Staff said that various engineering reports provided to the Town as part of the RRV Subdivision would be adequate for this application. Fresh copies of previous pertinent reports and studies are provided with this application. It is anticipated that the private drive, cul-de-sac, retention pond and associated wet and dry utilities as necessary to serve Lots 10A will be constructed within the next year.

Since this is a re-subdivision of a relatively recent subdivision lot some elements of the Minor Subdivision Checklist do not pertain and have not been addressed in this application; by example, we have not included as discussion of Lot 10A's relationship to Rifle Comprehensive Plan which would have been addressed with the RRV Subdivision review and approval.

Sincerely,



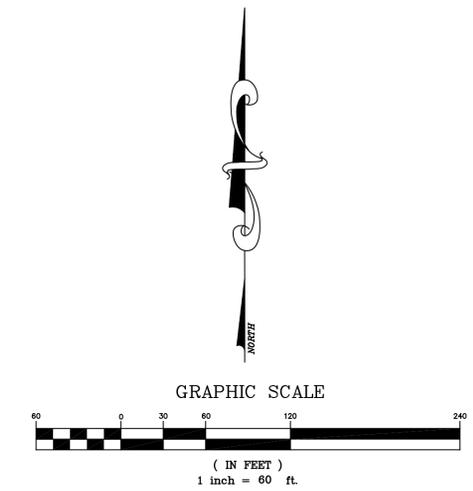
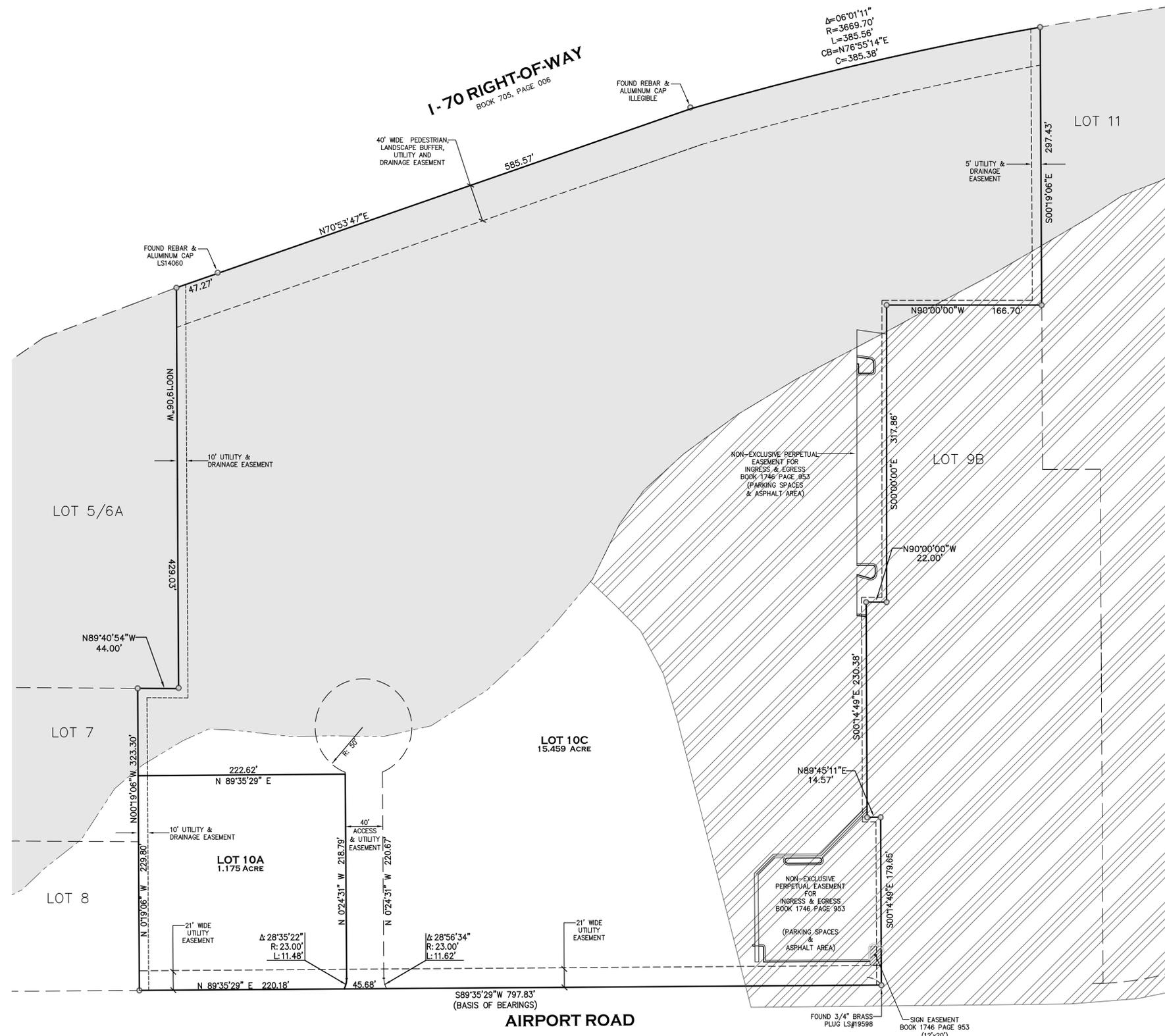
Ronald B. Liston

FIFTH AMENDED FINAL PLAT

LOT 10A AND LOT 10C, RRV SUBDIVISION, FIFTH AMENDED

A PARCEL OF LAND SITUATED IN SECTIONS 15 AND 16, T. 6 S., R. 93 W. OF THE 6TH P.M.
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 2 OF 2



LEGEND	
	RAMSEY GULCH 100 YEAR FLOOD PLAIN
	COLORADO RIVER 100 YEAR FLOOD PLAIN

NOTES:

1. BASIS OF BEARINGS FOR THE EXISTING SURVEY IS A BEARING OF OF S89°35'29"W BETWEEN THE SOUTHWEST CORNER OF LOT 10C, A FOUND REBAR & CAP LS19598 AND THE SOUTHEAST CORNER OF LOT 10C A FOUND 3/4" BRASS CAP LS19598.
2. DATE OF SURVEY WAS OCTOBER 21 AND 23, 2015.
3. PROJECT DATUM = NGVD 1929 BASED ON N.G.S. POINT "RIFLE 1" WHICH HAS AN ELEVATION OF 5345.05'.
4. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED OCTOBER 14, 2015 (FILE NUMBER 15610007).
5. ALL STRUCTURES WITHIN LOT 10C WILL BE ENGINEERED & DESIGNED TO BE ONE FOOT MINIMUM ABOVE THE COLORADO RIVER AND THE RAMSEY GULCH HISTORIC 100 YEAR FLOOD PLAIN ELEVATION.
6. ALL MINERAL RIGHTS ARE OWNED BY JRM D LLC, ACCORDING TO THE WAIVER OF MINERAL RIGHTS NOTICE, BY SAVAGE LAND COMPANY INC, DATED OCTOBER 2, 2015.
7. SITE DEVELOPMENT TO BE IN COMPLIANCE WITH SOILS REPORT. (HP GEOTECH, JOB #101 814, DATED 12/20/01.)
8. SITE DEVELOPMENT TO BE IN COMPLIANCE WITH GRADING AND DRAINAGE REPORT BY HIGH COUNTRY ENGINEERING. (JOB #2011080.52, DATED 12/21/01.)
9. LOT 10C IS AFFECTED BY BOTH THE COLORADO RIVER 100-YEAR FLOOD PLAIN AND THE RAMSEY GULCH 100-YEAR FLOOD PLAIN.

NO.	DATE	REVISION	BY

HIGH COUNTRY ENGINEERING, INC.
1517 BLAKE AVENUE, STE 101,
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 - FAX (970) 945-2555
WWW.HCENG.COM



RIFLE RETAIL VENTURES, LLC
RIFLE, CO
**AMENDED FINAL PLAT OF
LOT 10A AND 10C
RRV SUBDIVISION**

PROJECT NO.
2151070.00

PPLAT-02



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

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 15
SERIES OF 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING THE FINAL PLAT OF LOT 10C RRV MINOR
SUBDIVISION IN THE CITY OF RIFLE

WHEREAS, Rifle Retail Ventures, LLC (“Developer”) is the owner of certain real property located in the City of Rifle, Colorado at known as Lot 10C RRV Subdivision as shown on the Third Amended Final Plat, Lots 9B and 10C RRV Subdivision, City of Rifle, recorded September 1, 2005 as Reception No. 681337 (hereinafter the "Property"); and

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

WHEREAS, on June 28, 2016 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch Plan for the Property and delegated review of the Preliminary Plan to the City Council with a combined Final Plat application; and

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

WHEREAS, on August 17, 2016 the Rifle City Council reviewed the Preliminary Plan and Final Subdivision Plat application for the Property; and

WHEREAS, the City Council desires to approve the Preliminary Plan and Final Subdivision Plat of the Lot 10C RRV Minor Subdivision pursuant to Rifle Municipal Code §16-5-440(e), subject to all terms and conditions set forth herein.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The Preliminary Plan and that certain Final Subdivision Plat for the Lot 10C RRV Minor Subdivision is hereby approved.
3. Developer shall comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual. Developer shall also comply in full with the conditions contained in the Subdivision Improvements Agreement for the Property (the “SIA”) and the Planning and Development

Department's staff report presented to the City Council on even date herewith.

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

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

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

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held the 17th day of August, 2016.

Dated this _____ day of _____, 2016.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR LOT 10C RRV MINOR SUBDIVISION**

THIS AGREEMENT made this ____ day of _____, 2016, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and RIFLE RETAIL VENTURES, LLC a Ohio limited liability company whose address is c/o Plaza Properties, Inc., 3016 Maryland Avenue, Columbus, OH 43209, (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as known as Lot 10C RRV Subdivision as shown on the Third Amended Final Plat, Lots 9B and 10C RRV Subdivision, City of Rifle, recorded September 1, 2005 as Reception No. 681337 (hereinafter the "Property"); and

WHEREAS, the Property is subject to that Site Specific Development Plan and Subdivision Improvements Agreement for the RRV Subdivision recorded with the Garfield County Clerk and Recorder's Office as Reception No. 615274 (the "2002 SIA") and that certain First Amendment to Site Specific Development Plan and Subdivision Improvements Agreement for the RRV Subdivision recorded with the Garfield County Clerk and Recorder's Office as Reception No. 649038; and

WHEREAS, on June 28, 2016 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch Plan for the Property and delegated review of the Preliminary Plan to the City Council with a combined Final Plat application; and

WHEREAS, on August 17, 2016 the Rifle City Council reviewed the Preliminary Plan and Final Subdivision Plat application for the Property and approved the Final Subdivision Plat creating 2 lots by Resolution No. 15, Series of 2016 which is recorded as Reception No. _____ with the Garfield County Clerk and Recorder; and

WHEREAS, the City's approval of the Final Subdivision Plat and Final Subdivision Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of

the Property, and to constitute the Subdivision Improvement Agreement provided for in §§16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Reserved.

4. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by the Developer:

A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.

C. Water Rights Dedication. Developer shall pay the cash in lieu of the water rights dedication fees as required under RMC §13-6-10, *et. seq.*, as it may be amended, then in effect at the time of building permit.

D. Parkland Dedication Fees. Not applicable.

5. Specific Conditions. Developer agrees to satisfy and perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.

B. Access Road Improvements. The proposed private road accessing the Property shall be constructed to match Megan Avenue as a three lane road with southbound

right/straight lane, left turn lane and a northbound entry lane. The City shall review and approve the plans and specifications for the private access road as part of the site plan application for development on Lot 10A.

- C. Traffic Signal. As a condition of site plan approval for Lot 10A, Developer shall engineer and design at its expense a traffic signal at the intersection of the private road accessing the Property/Megan Avenue and Airport Road. Developer shall submit the engineer/design team to the City for the City's approval and the design shall have the following general specifications: 2-posts, double arm lights, crosswalks and associated equipment at the opposite corners; black, fluted poles; and back up battery system matching the City's current traffic signals. Developer's design team shall further assess the need for additional crosswalk lighting that could be attached to the poles. The City shall review and approve the plans, specifications and cost for the traffic signal as part of the site plan application for development on Lot 10A. Developer shall construct and install the approved traffic signal as part of the construction of the private road accessing the Property utilizing a City-approved contractor for that construction/installation of the traffic signal. The City shall reimburse Developer the actual cost of materials and construction related to the traffic signal within 30 days of Developer providing the City invoices from the contractor for such work and materials.
- D. Water Main. Developer shall construct a 12" diameter water main in the private access road for the Property pursuant to plans and specifications approved by the City with at least one hydrant. Lot 10A shall connect to the water main near the termination point of the water main to prevent water stagnation.
- E. Private Road Maintenance. Prior to the sale or development of Lot 10A, Developer shall form a Business Owner Association or provide a shared use agreement for the maintenance of the private road and future shared public improvements in a form approved by the City Attorney.
- F. No Further Subdivision. The City will not consider approval of any further subdivision of Lot 10C without a master plan for such subdivision.
- G. Offsite Street Impact Fees. Pursuant to the 2002 SIA, offsite street impact fees in the amount of \$50,000 were paid for Lot 10B when it was re-subdivided and first developed. Following the offsite street impact fee assessment under the 2002 SIA, each smaller lot of the RRV Subdivision was assessed \$10,000 per lot for offsite street impact fees at the time of building permit; therefore, Lot 10C is credited 4 smaller lots worth of offsite street impact fees, of which Lot 10A is the first. Therefore no traffic impact fees will be due at time of SIA or building permit for Lot 10A; however, to the extent Lot 10C is further subdivided, it retains credits for offsite street impact fees for 3 smaller lots and any additional lots subdivided will be assessed offsite street impact fees in the amount of \$10,000 per lot at the time of building permit.

6. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or the Rifle Public Works Manual (the "Public Improvements") shall be installed and completed at the expense of the Developer subject to plans approved by the City.

- A. All Public Improvements required by this Agreement are shown on the Final Subdivision Plat and Plans submittal, and the estimated costs thereof, are identified on Exhibit A attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").
- B. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

8. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.
- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to

the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement, unless expressly extended by the City in writing. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

10. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed to the City conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Improvements. Owner agrees to

dedicate to the public and to convey or, with respect to off-site easements, to assign, to the City, in such form as may be required by the City, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Improvements to the City, free and clear of all liens and encumbrances. All Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

11. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities located on or under public lands and easements) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

12. Performance Guarantee. Developer shall complete all public improvements as a condition of certificate of occupancy for any development on Lot 10A or Lot 10C.

13. Reserved.

14. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications 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 Final Plat.

15. Vested Rights. Pursuant to §16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City granted vested property rights for the Property for a period of three (3) years from the

effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code §§16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code §16-11-50.

16. Reserved.

17. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

18. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

19. Breach by Developer; City's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City

Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

C. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

20. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

21. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the subdivision of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

22. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

23. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

24. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

25. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or

undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

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

27. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

28. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

30. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

31. 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.

32. 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.

33. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

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

With copy to:

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

Notice to Developer:

Rifle Retail Ventures, LLC
c/o Plaza Properties, Inc.
3016 Maryland Avenue
Columbus, OH 43209

34. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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:

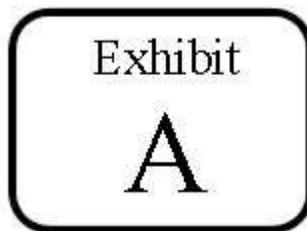
Clerk

[Developer's signature on following page]

**Lot 10 CRRV SUBDIVISON
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS ESTIMATE**

August 5, 2016			HCE JOB NO: 2151070.00	
ITEM	QUANTITY	UNIT	UNIT COST	COST
Mobilization	1	Each	\$5,000.00	\$5,000.00
Clearing and Grubbing of Site	22400	S.F.	\$1.00	\$22,400.00
Removal - Existing culvert	1	Each	\$1,000.00	\$1,000.00
Install 18" Reinforced Concrete Culvert w/ F.E.S.	60	L.F.	\$30.00	\$1,800.00
Extend 12" Water Main, Appurtenances and Fire Hydrant	258	Each	\$100.00	\$25,800.00
Repaving Roadway Asphalt - 6" H.B.A. Grade SX	300	Ton	\$150.00	\$45,000.00
Sub grade Road Base - 6" 6 A.B.C.	600	Ton	\$40.00	\$24,000.00
Concrete	1400	S.F.	\$10.00	\$14,000.00
Unclassified excavation cut - removal from site	900	C.Y.	\$10.00	\$9,000.00
Unclassified excavation fill - import select material and compaction	100	C.Y.	\$12.00	\$1,200.00
Surface Restoration - place topsoil, fine grade, seed and mulch	8000	C.Y.	\$20.00	\$160,000.00
Surface Restoration - place topsoil, fine grade, seed and mulch	7150	S.F.	\$5.00	\$35,750.00
Traffic Signal - Pedestal Pole	1	L.S.	\$250,000.00	\$250,000.00
			Total	\$594,950.00
			Subtotal	\$594,950.00
			Subtotal	\$594,950.00
			Testing QA/QC (8%)	\$47,596.00
			Engineering (12%)	\$71,394.00
			Force Account	\$15,000.00
			TOTAL	\$728,940.00

This opinion of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.



ENGINEERING DEPARTMENT



To: Mayor Randy Winkler and Council
From: Rick Barth, P.E., City Engineer
CC: Matt Sturgeon, City Manager
Date: August 15, 2016
Re: Rifle Boat Ramp Construction

The City of Rifle has requested and received bids for construction for the boat ramp project. The project entails the construction of a new ramp and parking area, with basic facilities, in a safer and much more usable location downstream of the current ramp. The City has a budget of \$288,077.65, with a contribution of over \$200,000 from Garfield County.

Bids were received and were as follows.

Tamarrel	-	\$234,663.10
Tally Ho	-	\$247,694.00
Johnson Construction	-	\$303,729.85
Frontier Paving	-	\$358,944.95
Con-Sy	-	\$367,402.00
Hudspeth	-	\$367,895.69
United Companies	-	\$477,773.85

With this, Staff recommends award of contract to Tamarrel, in the amount of \$234,663.10. Construction is anticipated to begin in September.

-RLB

**RIFLE BOAT RAMP
BID SCHEDULE**

Name and Company of Bidder: _____

Date: 7/27/2016

Project: City of Rifle Boat Ramp

NOTE: RED NUMBERS INDICATE MATH ERROR IN SUBMITTED BID.

Colorado River Engineering Job No. 887

THE FOLLOWING ARE THE PRICES BID FOR THE COMPLETION OF WORK AS REQUIRED BY THE CONTRACT DOCUMENTS.

ALL ITEMS ARE COMPLETE IN PLACE.

Section	Item No.	Description	Est QTY	Units	Tamerrel		Tally Ho		Johnson		Con -Sy		Frontier		Hudspeth		United	
					Unit Price	Total Price	Unit Price	Total Price										
GRADING	101	Mobilization	1	ls	\$5,800.00	\$5,800	\$12,361.00	\$12,361	\$16,025.00	\$16,025	\$35,000.00	\$35,000	\$11,000.00	\$11,000	\$12,212.93	\$12,213	\$104,000.00	\$104,000
	102	Clear & Grubbing, disposal of clear/grub material	5756	sy	\$1.00	\$5,756	\$2.00	\$11,512	\$1.50	\$8,634	\$2.50	\$14,390	\$2.50	\$14,390	\$1.27	\$7,310	\$2.85	\$16,405
	103	Cut - Existing berm and parking area	1800	cy	\$2.50	\$4,500	\$2.00	\$3,600	\$5.75	\$10,350	\$5.50	\$9,900	\$11.00	\$19,800	\$6.34	\$11,412	\$7.00	\$12,600
	104	Fill - Build new berm and elevate road at berm connection - Import Material	2100	cy	\$4.75	\$9,975	\$5.00	\$10,500	\$5.00	\$10,500	\$15.00	\$31,500	\$7.40	\$15,540	\$5.42	\$11,382	\$15.00	\$31,500
	105	Silt Fence	780	lf	\$1.00	\$780	\$4.00	\$3,120	\$3.00	\$2,340	\$3.25	\$2,535	\$1.90	\$1,482	\$4.23	\$3,299	\$1.85	\$1,443
	106	Revegetation, Restoration of Grounds	1	ls	\$4,500.00	\$4,500	\$2,500.00	\$2,500	\$7,250.00	\$7,250	\$6,000.00	\$6,000	\$23,400.00	\$23,400	\$50,813.23	\$50,813	\$9,500.00	\$9,500
	TOTAL GRADING					\$31,311.00		\$43,593.00		\$55,099.00		\$99,325.00		\$85,612.00		\$96,429.68		\$175,447.60
ROAD & PARKING AREA	201	Saw cut existing asphalt back min 2', remove asphalt (Lions Park Circle)	92	lf	\$14.00	\$1,288	\$4.00	\$368	\$16.55	\$1,523	\$10.00	\$920	\$8.00	\$736	\$9.05	\$833	\$9.00	\$828
	202	50' Asphalt Apron at entrance (3" depth)	34	ton	\$200.00	\$6,800	\$120.00	\$4,080	\$170.00	\$5,780	\$220.00	\$7,480	\$165.00	\$5,610	\$177.09	\$6,021	\$163.00	\$5,542
	203	Scarify, moisture treat and recompact (12" depth)	4426	sy	\$1.60	\$7,082	\$2.00	\$8,852	\$1.50	\$6,639	\$2.00	\$8,852	\$1.25	\$5,533	\$2.88	\$12,747	\$1.20	\$5,311
	204	Road Base class 6 ABC (8" depth)	1756	ton	\$17.00	\$29,852	\$25.00	\$43,900	\$26.00	\$45,656	\$25.00	\$43,900	\$29.00	\$50,924	\$21.20	\$37,227	\$29.00	\$50,924
	205	Recycled Asphalt (3" depth)	422	ton	\$16.00	\$6,752	\$5.00	\$2,110	\$20.00	\$8,440	\$21.00	\$8,862	\$15.00	\$6,330	\$15.13	\$6,385	\$23.00	\$9,706
	206	Rock Placement for Parking Area Delineation	40	cy	\$65.00	\$2,600	\$15.00	\$600	\$46.50	\$1,860	\$47.00	\$1,880	\$32.00	\$1,280	\$62.47	\$2,499	\$66.50	\$2,660
	207	Storm Drain - 18" ADS N-12 (at wetlands crossing)	50	lf	\$38.00	\$1,900	\$60.00	\$3,000	\$42.00	\$2,100	\$73.00	\$3,650	\$82.00	\$4,100	\$64.35	\$3,218	\$116.75	\$5,838
	208	Flared End Sections (18" ADS)	2	ea	\$90.00	\$180	\$300.00	\$600	\$285.00	\$570	\$325.00	\$650	\$300.00	\$600	\$448.44	\$897	\$390.00	\$780
	209	Stabilization Fabric through Wetlands (Mirafi 500X) including trails	1	ls	\$625.00	\$625	\$2,500.00	\$2,500	\$1,000.00	\$1,000	\$2,500.00	\$2,500	\$1,500.00	\$1,500	\$2,451.25	\$2,451	\$1,900.00	\$1,900
	TOTAL ROADS & PARKING AREA					\$57,078.60		\$66,010.00		\$73,567.60		\$78,694.00		\$76,612.50		\$72,277.03		\$83,488.70
TRAILS	301	RIVER TRAIL (2,051-lf, 10-ft wide)																
	302	Recycled Asphalt (3" depth)	400	ton	\$16.00	\$6,400	\$5.00	\$2,000	\$20.00	\$8,000	\$19.00	\$7,600	\$18.00	\$7,200	\$15.50	\$6,200	\$39.00	\$15,600
	303	Road Base (8" depth)	1003	ton	\$31.00	\$31,093	\$25.00	\$25,075	\$27.00	\$27,081	\$25.00	\$25,075	\$34.00	\$34,102	\$29.25	\$29,338	\$43.75	\$43,881
	304	Clear & Grubbing	4467	sy	\$1.00	\$4,467	\$2.00	\$8,934	\$1.25	\$5,584	\$3.00	\$13,401	\$1.85	\$8,264	\$1.43	\$6,388	\$3.60	\$16,081
	305	General Grading & Fill	200	cy	\$3.8	\$750	\$8.0	\$1,600	\$8.2	\$1,630	\$19.0	\$3,800	\$15.0	\$3,000	\$7.97	\$1,594	\$23.2	\$4,640
	306	LOOPED TRAIL (1,428-lf, 8-ft wide)																
	307	Road Base (3" depth)	210	ton	\$31.00	\$6,510	\$25.00	\$5,250	\$27.00	\$5,670	\$26.00	\$5,460	\$39.00	\$8,190	\$36.88	\$7,745	\$43.75	\$9,188
	308	Clear & Grubbing	1266	sy	\$1.00	\$1,266	\$2.00	\$2,532	\$1.25	\$1,583	\$2.00	\$2,532	\$3.25	\$4,115	\$1.44	\$1,823	\$3.60	\$4,558
	309	3/8" Chip topping material, import	200	ton	\$37.0	\$7,400	\$30.0	\$6,000	\$45.0	\$9,000	\$30.0	\$6,000	\$49.0	\$9,800	\$44.9	\$8,984	\$46.5	\$9,300
	TOTAL TRAILS					\$57,886.00		\$51,391.00		\$58,547.25		\$63,868.00		\$74,670.45		\$62,071.40		\$103,247.55
BOAT RAMP	401	Concrete Boat Ramp (8" thickness)	60	cy	\$600.00	\$36,000	\$400.00	\$24,000	\$586.00	\$35,160	\$665.00	\$39,900	\$625.00	\$37,500	\$631.41	\$37,885	\$530.00	\$31,800
	402	Road Base Class 6 ABC (4" depth)	50	ton	\$31.00	\$1,550	\$25.00	\$1,250	\$35.00	\$1,750	\$26.00	\$1,300	\$50.00	\$2,500	\$43.48	\$2,174	\$39.00	\$1,950
	403	Temporary Cofferdam & Dewatering (City has materials)	1	ls	\$3,800.00	\$3,800	\$6,000.00	\$6,000	\$13,500.00	\$13,500	\$14,000.00	\$14,000	\$10,500.00	\$10,500	\$22,496.21	\$22,496	\$23,000.00	\$23,000
	404	Rip-Rap (City has in possession at old boat ramp nearby)	150	cy	\$28.00	\$4,200	\$10.00	\$1,500	\$39.50	\$5,925	\$32.00	\$4,800	\$29.00	\$4,350	\$21.51	\$3,227	\$30.00	\$4,500
	405	Bollards w/ D-ring welded for tether	2	ea	\$200.0	\$400	\$1,000.0	\$2,000	\$863.0	\$1,726	\$600.0	\$1,200	\$700.0	\$1,400	\$1,008.8	\$2,018	\$910.0	\$1,820
	TOTAL BOAT RAMP					\$45,950.00		\$34,750.00		\$58,061.00		\$61,200.00		\$56,250.00		\$67,798.89		\$63,070.00
MISC	501	Signage	1	ls	\$800.00	\$800	\$4,000.00	\$4,000	\$3,350.00	\$3,350	\$3,000.00	\$3,000	\$2,000.00	\$2,000	\$5,129.43	\$5,129	\$1,450.00	\$1,450
	502	Crosswalks, standard non-thermoplastic paint	1	ls	\$400.00	\$400	\$4,000.00	\$4,000	\$2,200.00	\$2,200	\$1,200.00	\$1,200	\$750.00	\$750	\$1,831.94	\$1,832	\$400.00	\$400
	503	Entrance Bollards w/ D-ring welded for 3/8" steel cable	2	ea	\$200.00	\$400	\$1,000.00	\$2,000	\$915.00	\$1,830	\$650.00	\$1,300	\$600.00	\$1,200	\$1,045.43	\$2,091	\$910.00	\$1,820
	504	Import of miscellaneous City Materials from O/M stockpiles	250	cy	\$5.75	\$1,438	\$7.00	\$1,750	\$17.50	\$4,375	\$13.50	\$3,375	\$15.00	\$3,750	\$16.13	\$4,033	\$18.50	\$4,625
	505	Overex 12", pit run replace of poor soils, City pit, contractor haul included	100	sy	\$18.00	\$1,800	\$10.00	\$1,000	\$6.00	\$600	\$28.50	\$2,850	\$46.00	\$4,600	\$28.78	\$2,878	\$22.00	\$2,200
	506	Haul off of spoil material of any kind	100	sy	\$1.00	\$100	\$7.00	\$700	\$1.00	\$100	\$12.00	\$1,200	\$20.00	\$2,000	\$23.21	\$2,321	\$3.50	\$350
	507	Trash Receptacle	1	ls	\$300.00	\$300	\$1,250.00	\$1,250	\$3,400.00	\$3,400	\$1,600.00	\$1,600	\$2,500.00	\$2,500	\$4,543.21	\$4,543	\$275.00	\$275
	508	Waterline tap, pipe, yard hydrant, complete	1	ls	\$3,700.00	\$3,700	\$5,000.00	\$5,000	\$8,100.00	\$8,100	\$12,650.00	\$12,650	\$14,000.00	\$14,000	\$11,046.55	\$11,047	\$12,700.00	\$12,700
	509	Minor Contract Revision	20000	ls	\$1.00	\$20,000	\$1.00	\$20,000	\$1.00	\$20,000	\$1.00	\$20,000	\$1.00	\$20,000	\$1.00	\$20,000	\$1.00	\$20,000
	510	Additional Cost for Concrete instead of Asphalt driveway	1	ls	\$13,500.00	\$13,500	\$12,250.00	\$12,250	\$14,500.00	\$14,500	\$17,140.00	\$17,140	\$15,000.00	\$15,000	\$15,445.20	\$15,445	\$8,700.00	\$8,700
	TOTAL MISC					\$42,437.50		\$51,950.00		\$58,455.00		\$64,315.00		\$65,800.00		\$69,318.69		\$52,520.00
TOTAL BASE BID (\$)						\$234,663.10		\$247,694.00		\$303,729.85		\$367,402.00		\$358,944.95		\$367,895.69		\$477,773.85

The bidder hereby certifies that the only person or parties interested in this bid are those names herein and that no other bidder or prospective bidder has been given any information concerning this bid.

Signature: _____

Date: _____

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 18
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING SECTION 2-4-240 OF THE RIFLE MUNICIPAL CODE REGARDING MUNICIPAL COURT FEES AND COSTS AND SECTIONS OF THE RIFLE MUNICIPAL CODE INCREASING PENALTIES FROM A MAXIMUM OF \$1,000 TO \$2,000.

WHEREAS, the City of Rifle (“Rifle” or the “City”) Municipal Court is organized and maintained pursuant to Title 13, Article 10, C.R.S., with authority vested by Article VIII of the Rifle Home Rule Charter; and

WHEREAS, Section 2-4-240 of the Rifle Municipal Code establishes fees and costs to be taxed and paid to the City in all Municipal Court proceedings; and

WHEREAS, Rifle Municipal Code Sections 1-4-20, **1-4-30**, and 10-1-40 establish penalties for all municipal misdemeanor offenses, with Section 10-1-40 dividing all such offenses into three (3) categories, each having different maximum penalties;

WHEREAS, Section 6-6-220 sets penalties for violation of local oil and gas business regulation;

WHEREAS, Section 7-1-190 sets penalties for the continuing maintenance of a nuisance within the City;

WHEREAS, Section 8-1-180 establishes penalties for criminal violations of the Model Traffic Code;

WHEREAS, Section 16-1-150 establishes penalties applicable under the Rifle Land Use and Development Code; and

WHEREAS, the City Council for the City of Rifle desires to amend Rifle Municipal Code Sections 1-4-20, **1-4-30**, 2-4-240, **6-6-220**, **7-1-190**, **8-1-180**, 10-1-40, **16-1-150** to reflect changes in state statutory law and practical considerations affecting the schedules of fees and costs therein.

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

1. The aforementioned recitals are hereby incorporated herein as though set forth in full.

2. Section 1-4-20 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 1-4-20. - General penalty for violation.

- (a) Any person who violates or fails to comply with any provision of this Code or any rule or regulation promulgated thereunder, for which a different penalty is not specifically provided, shall, upon conviction thereof, be punished by a fine of not more than ~~one~~ two thousand dollars (\$~~1~~2,000.00), by incarceration not to exceed one (1) year, or by both such fine and incarceration, except as hereinafter provided in Section 1-4-30. In addition, such person shall pay all costs and expenses in the case, including attorney fees.
- (b) Each day such violation continues shall be considered a separate offense.

3. Section 1-4-30 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 1-4-30. - Application of penalties to juveniles.

- (a) For the purposes of this Section, a *minor offender* is defined as any person accused of an offense contrary to this Code who, on the date of the alleged offense, was at least ten (10) years of age, but not yet eighteen (18) years of age.
- (b) Except as to alleged violations of the Model Traffic Code, as adopted by reference in Chapter 8 of this Code, any minor offender convicted of or pleads guilty or nolo contendere to a violation of this Code shall be punished by a fine of not more than ~~one~~ two thousand dollars (\$~~1~~2,000.00) per violation or count, unless otherwise provided by the specific section alleged to have been violated. Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person so pleading to all fines and/or penalties applicable to the original charge. Nothing in this Section shall be construed to prohibit incarceration in an appropriate facility, at the time of charging, of a juvenile violating any section of this Code. Any minor offender convicted or found liable for violating any provision of the Model Traffic Code as adopted in Chapter 8 of this Code may be punished by a fine of not more than ~~one~~ two thousand dollars (\$~~1~~2,000.00), by incarceration not to exceed ninety (90) days, or by both such fine and incarceration.

4. Section 2-4-240 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 2-4-240. - Fees and costs.

- (a) Costs and fees taxable. The following fees and costs, if applicable, shall be taxed and paid in all Municipal Court proceedings. All fees and costs shall be paid to the City. When judgment is entered against a defendant, all fees and costs shall be taxed as a part of the judgment, unless otherwise provided in this Chapter.

- (1) Costs shall be paid by the City when a defendant is acquitted, when charges are dismissed against a defendant or when a defendant is convicted and the Court determines that he or she is unable to pay them, unless otherwise provided herein.
 - (2) If any private person complainant, in an action before the Municipal Court, requests dismissal of the prosecution of said action, willfully absents himself or herself from trial or fails to appear at trial, and said action is dismissed, the Court shall give judgment against said private person complainant for all applicable fees and costs. In addition, if charges against an accused pursuant to a private person complaint are dismissed, and it appears to the Court there was no reasonable grounds for the complaint or that it was maliciously made, the Court shall give judgment against said complainant for all applicable fees and costs.
- (b) Docket fee. In all proceedings before the Municipal Court, a docket fee shall be charged to a defendant if a conviction is imposed. Pursuant to the Colorado Municipal Model Traffic Code, in all Municipal Court traffic infraction actions, the docket fee is set forth in Appendix A to this Code. In all other Municipal Court ordinance actions, the docket fee is set forth in Appendix A to this Code. A separate docket fee in the same amount shall be charged if a defendant is found guilty of a violation of probation, deferred sentence and judgment, or contempt of court.
- (c) Surcharge. In addition to any docket fee or other costs imposed by this Section, a surcharge of the fine or administrative fee imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied in an amount set forth in Appendix A to this Code on each Municipal Court action resulting in a conviction, plea of guilty or no contest, or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge shall be computed based on the amount of the fine as suspended. The defendant shall pay such surcharge to the Court Clerk at the time the fine is paid, whether the defendant appears in Court or pays the fine through the mail. The Clerk shall deposit the money so received in the fund, and all such surcharges collected shall be used exclusively for training City police officers in the performance of their duties.
- (d) Jury fee. At the time he or she demands a jury trial, the defendant shall pay a jury fee as set forth in Appendix A to this Code to the Court Clerk. If the defendant is subsequently found not guilty, or the charges against him or her are dismissed, the jury fee shall be returned.
- ~~(e) Witness fee.~~
- ~~(1) A witness fee in the amount set forth in Appendix A to this Code for each witness shall be assessed for each witness testifying in a trial. Said fees shall be paid by the defendant upon his or her conviction.~~

- ~~(2) — Witnesses shall receive the sum set forth in Appendix A to this Code for testifying before the Municipal Court; provided, however, that witnesses called to testify only to an opinion founded on special study or experience in any branch of science or to make scientific or professional examinations and state the result thereof shall receive additional compensation, to be fixed by the Municipal Court, with reference to the value of the time employed and the degree of learning or skill required. Said fees fixed by the Municipal Court shall be assessed against the defendant upon his or her conviction and paid to such witnesses.~~
- ~~(3) — Any witness fee collected by the Court Clerk shall be paid to the person entitled to the witness fee, if claimed by such person. Any witness fee collected, but not claimed by a witness in the same month, shall be paid by the Court Clerk to the City Treasurer. All unclaimed witness fees shall become the property of the City and shall not be refunded. If a fee claimed by a witness has not previously been collected by the Court Clerk, the City shall pay the witness claimant if said claim was submitted in a timely manner.~~
- (fe) Juror fees. For attending Municipal Court, jurors shall receive the amount set forth in Appendix A to this Code while actually engaged on the jury, and the amount set forth in Appendix A to this Code for attendance on the panel alone. Said fee shall be paid by the City.
- (gf) Mileage fees. All witnesses ~~and jurors~~ shall receive an amount set forth in Appendix A to this Code per mile for each mile actually and necessarily traveled in going from their places of residence to the Municipal Court; provided, however, that no witness shall receive mileage fees unless such witness claims the same before the adjournment of the Municipal Court. Mileage fees shall be paid by the City. This Subsection shall not apply to an officer of the court who attends in his or her official capacity, including clerks, sheriffs, bailiffs and police officers.
- (hg) Deferred judgment or deferred prosecution fee. In all actions in which a defendant is granted a deferred judgment and sentence or a deferred prosecution, the defendant shall be assessed a fee in the amount set forth in Appendix A to this Code to defray the costs of preparing applicable court documents and of monitoring compliance with the terms of the deferred judgment and sentence. Nothing contained in this Article shall prevent the Court from assessing additional fees in the event the defendant is required to undergo counseling, treatment or supervision by a human services agency, mental health professional or similar professional.
- (ih) Probation fee. In all actions in which the Municipal Court grants a defendant either probation or a conditionally suspended sentence, the Court shall assess a fee set forth in Appendix A to this Code against the defendant to defray the costs of preparing applicable court documents and of monitoring compliance with the terms of probation or suspended sentence. Nothing contained in this Article shall prevent the Court from assessing additional fees in the event the defendant is required to undergo counseling,

treatment or supervision by a human services agency, mental health professional or similar professional.

- (ji) Bench warrant fee. In all actions in which a bench warrant is issued for the arrest of a defendant for failure to appear or failure to pay fines and costs as ordered by the Municipal Court, the Municipal Court shall assess against said defendant a fee in the amount set forth in Appendix A to this Code in addition to all other fees and costs due and owing.
- (kj) Incarceration fee. In all actions in which a defendant is sentenced to incarceration in the county jail, the Municipal Court may assess against said defendant an incarceration fee in an amount equal to the sum charged the City by Garfield County for such incarceration.
- (kk) YouthZone surcharge. In addition to any docket fee or other costs imposed by this Section, a YouthZone surcharge equal to fifteen percent (15%) of the fine imposed for criminal and juvenile violations of municipal ordinances is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest, which fine is charged pursuant to City ordinances. In the event a portion of the fine is suspended, the surcharge shall be computed based on the amount of the fine as suspended. The defendant shall pay such surcharge to the Court Clerk at the time the fine is paid, whether the defendant appears in court or pays the fine through the mail. The Court Clerk shall deposit the money so received in a separate fund, and all such surcharges collected shall be used exclusively for YouthZone in the performance of its duties in the City.
- ~~(m) Fax fee. A charge of one dollar (\$1.00) per page of outgoing faxes shall be assessed to the party receiving the fax.~~
- (nl) Certification fee. The Court Clerk shall charge a five-dollar fee per certification of any document.
- ~~(o) Victims and witnesses assistance. A surcharge equal to ten percent (10%) of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, shall be levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based on the original fine, regardless of whether a portion of said fine has been suspended. Said surcharge shall be paid to the Court Clerk by the defendant, and the Court Clerk shall deposit the money so received in the Victims and Witnesses Assistance and Law Enforcement Fund. Disbursement of such funds shall be in accordance with the guidelines set forth in Article XIV of this Chapter.~~

5. Section 6-6-220 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 6-6-220. - Violation and enforcement.

- (a) Except as otherwise provided in this Article, it is unlawful to construct, install or use, or cause to be constructed, installed or used, any oil, gas or injection well, production site or well site in violation of any provision of this Article or of the conditions and requirements of the oil and gas special use permit unless approval has been granted by the City Council. The unlawful drilling or redrilling of any well or the production therefrom is a violation of this Article.
- (b) Penalty. Any person, firm, corporation or legal entity which constructs, installs, uses or causes to be constructed, installed or used any oil, gas or injection well, well site or production site, or commits any act or omission in violation of any provision of this Article or of the conditions and requirements of the oil and gas special use permit, may be punished by a fine of not more than ~~one~~ two thousand dollars (\$2,000.00), by imprisonment for not more than one (1) year, or by both such fine and imprisonment. Each day of such unlawful operation constitutes a separate violation.

6. Section 7-1-190 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 7-1-190. - Judgment; relief.

- (d) The judgment in an action to abate a public nuisance may include, in addition to or in the alternative to any other relief authorized by the provisions of this Article, the imposition of a fine of not more than ~~one~~ two thousand dollars (\$2,000.00), conditioned upon failure or refusal of compliance with the orders of the Court within any time limits therein fixed.

7. Section 8-1-180 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 8-1-180. - Penalties for violation.

Section 1701 of the adopted code is amended to read as follows:

"1701. Municipalities - traffic offenses classified - schedule of fines.

"(1) Except as otherwise provided for in this section, any person who violates any provision of the Model Traffic Code shall be deemed to have committed a noncriminal traffic offense. Every person who is convicted of, who admits liability for, or against whom a judgment is entered for, a noncriminal traffic offense shall be penalized by imposition of a fine in an amount not less than \$5.00 and not greater than \$500.00. The presiding Judge of the Municipal Court shall promulgate a schedule of penalties for all noncriminal traffic offenses contained in the Model Traffic Code. Said schedule shall be prominently posted in the office of the Municipal Court Clerk.

"(2) A violation of any of the following provisions of the Model Traffic Code shall be a criminal offense. Every person convicted of violating any of the following provisions of the Model Traffic Code shall be punished by a fine of not more than two thousand dollars (\$2,000.00) or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

8. Section 10-1-40 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 10-1-40. - Penalties.

(a) All municipal misdemeanor offenses are divided into three (3) categories of municipal offenses. The classification and maximum penalties for each offense are as follows:

<i>Class</i>	<i>Maximum Fine</i>	<i>Maximum Imprisonment</i>
A	\$ <u>2,000.00</u>	One Year
B	\$ <u>1,000.00</u>	Six Months
C	\$ <u>1,000.00</u>	None

(b) If an offense carries a specific penalty, that penalty shall apply.

(c) Any offense not otherwise classified which does not carry a specific penalty is denominated as a Class A municipal offense.

9. Section 16-1-150 of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

Sec. 16-1-150. - Violations.

(b) Penalty. Any person convicted of a violation of this Chapter shall be punished by a fine not to exceed ~~one~~ two thousand dollars (\$~~1~~2,000.00) or imprisonment for a period not to exceed one (1) year. Each day during which the violation occurs shall constitute a separate offense. As a separate remedy, administrative penalties as described in Section 16-1-170 below may also be imposed for violation of the sections of this Chapter.

10. Appendix A of the City of Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

2-4-2340	Municipal Court fees	
	Docket fee, traffic infraction	\$30.00
	Docket fee, all other actions	\$35.00
	Surcharge	10% of fine
	Jury fee	\$25.00
	Witness fee assessment	\$2.00/day
	Witness fee for testifying	\$2.00/day
	Juror fee, engaged on jury	\$6.00

11. Any and all ordinances of the City of Rifle in conflict with this Ordinance are hereby repealed and replaced to the extent of the conflict only.

12. If any sentence, phrase, clause, or provision of this Ordinance is held to be illegal by a court or administrative body of competent jurisdiction, the same sentence, phrase, clause, or provision shall be deemed stricken from the Ordinance and not impact the remainder thereof.

13. This Ordinance shall become effective September 1, 2016.

INTRODUCED on August 3, 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 August 17, 2016 passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this 17th day of August, 2016.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 19
SERIS OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
CHAPTER 6, ARTICLES VIII AND IX OF THE RIFLE MUNICIPAL CODE
REGARDING THE REGULATION OF MARIJUANA.

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 under the authority of the City of Rifle Home Rule Charter; and

WHEREAS, by Amendment 20 to the Colorado Constitution, the voters of the State of Colorado added Section 14 of Article XVIII thereto to provide local governments the authority regulate and control the cultivation, manufacture, and sale of Medical Marijuana and Medical Marijuana products within their boundaries; and

WHEREAS, Rifle has chosen to regulate, and control the sale and manufacture of Medical Marijuana and Medical Marijuana products within the City and codified such regulations as Chapter 6, Article VIII of the Rifle Municipal Code (the “City Code”); and

WHEREAS, by Amendment 64 to the Colorado Constitution, the voters of the State of Colorado added Section 16 of Article XVIII thereto to provide local governments the authority to regulate and control the cultivation, manufacture, testing, and sale of Retail Marijuana and Retail Marijuana products within their boundaries; and

WHEREAS, Rifle has chosen to regulate, and control the cultivation of Retail Marijuana within the City and codified such regulations as Chapter 6, Article IX of the City Code; and

WHEREAS, the Rifle City Council finds and believes that is in the best interest of the public health, safety, and welfare to amend Article VIII of Chapter 6 of the City Code to limit the number of marijuana related businesses in the City.

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

1. The aforementioned recitals are hereby incorporated herein as though set forth in full.
2. Chapter 6, Article VIII of the Rifle Municipal Code is hereby amended as shown on the attached **Exhibit A**, with additions shown in double underlined text and ~~strike through language deleted~~.
3. Chapter 6, Article IX of the Rifle Municipal Code is hereby amended as shown on the attached **Exhibit B**, with additions shown in double underlined text and ~~strike through language deleted~~.

4. Appendix A of the Rifle Municipal Code is hereby amended as shown on the attached **Exhibit C**, with additions shown in double underlined text and ~~strike through language deleted~~.

5. Any and all ordinances of the City of Rifle in conflict with this Ordinance are hereby repealed and replaced to the extent of the conflict only.

6. If any sentence, phrase, clause, or provision of this Ordinance is held to be illegal by a court or administrative body of competent jurisdiction, the same sentence, phrase, clause, or provision shall be deemed stricken from the Ordinance and not impact the remainder thereof.

7. This Ordinance shall become effective September 1, 2016.

INTRODUCED on August 3, 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 August 17, 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

Exhibit A

ARTICLE VIII - Medical Marijuana

Sec. 6-8-10. - Definitions.

(a) Definitions relevant to this Article are incorporated herein as follows:

Amendment 20 means a voter-initiated amendment to the Colorado Constitution adopted November 7, 2000, adding §14 of Article 18 to the Colorado Constitution.

Colorado Medical Marijuana Code means Article 43.3 of Title 12, C.R.S.

Cultivation means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant.

Dual operation means a facility licensed to operate both a medical marijuana cultivation facility and retail marijuana cultivation facility on the same premises.

Good cause (for the purpose of refusing or denying a license renewal under this Article) means:

- a. The licensee has violated, does not meet or has failed to comply with any of the terms, conditions or provisions of this Article or the Colorado Medical Marijuana or Colorado Retail Marijuana Codes and any rule and regulation promulgated pursuant to this Article or the Colorado Medical Marijuana or Colorado Retail Marijuana Codes;
- b. The licensee has failed to comply with any special terms or conditions that were placed on its license at the time the license was issued, ~~or~~ that were placed on its license in prior disciplinary proceedings, ~~or~~ that arose in the context of potential disciplinary proceedings; or
- c. The licensee's medical marijuana center, or cultivation operation, ~~or~~ ~~infused products manufacturer premises~~ has been operated in a manner that adversely affects the public health, welfare, ~~or~~ safety of the immediate neighborhood in which the medical marijuana center, or cultivation operation ~~or~~ ~~infused products manufacturer premises~~ is located.

Evidence to support a finding of good cause may include:

- a. A continuing pattern of offenses against the public peace, as defined in Chapter 10 of this Code;
- b. A continuing pattern of drug-related criminal conduct within the premises of the medical marijuana center, or cultivation operation ~~or~~ ~~infused products manufacturer~~ or in the immediate area surrounding the medical marijuana center, or cultivation operation ~~or~~ ~~infused products manufacturer~~, or the immediate area surrounding the facility; or

- c. A continuing pattern of criminal conduct directly related to or arising from the operation of the medical marijuana center, or cultivation operation ~~or infused products manufacturer.~~

Licensee means a person licensed pursuant to this Article.

Local license means a license granted by the Local Licensing Authority pursuant to this Article and in accordance with state law.

Local Licensing Authority means the City.

Marijuana shall have the same meaning as "usable form of marijuana" as set forth in Amendment 20, or as may be more fully defined in any applicable law or regulation.

Medical marijuana center shall have the same meaning as set forth at Section 12-43.3-104(8), C.R.S.

Medical marijuana-infused products shall have the same meaning as set forth at Section 12-43.3-104(9), C.R.S.

Medical marijuana-infused products manufacturer shall have the same meaning as set forth at Section 12-43.3-104(10), C.R.S., for medical marijuana-infused products manufacturer.

Medical use shall have the same meaning as set forth in Article XVIII, §14(1)(b) of the Colorado Constitution, or as may be more fully defined in any applicable state law or regulation.

Optional premises shall have the same meaning as set forth at Section 12-43.3-104(11), C.R.S.

Optional premises cultivation operation or cultivation operation shall have the same meaning as set forth at Section 12-43.3-104(12), C.R.S.

Patient has the meaning provided in Amendment 20, or as may be more fully defined in any applicable state law or regulation.

Primary caregiver has the meaning provided in Amendment 20, or as may be more fully defined in any applicable state law or regulation.

State license means a license granted by the Colorado State Licensing Authority pursuant to Section 12-43.3-305, C.R.S.

- (b) In addition to the definitions provided in Subsection (a) above, the other defined terms in Amendment 20 and Section 12-43.3-104, C.R.S., are incorporated into this Article by reference.

Sec. 6-8-20. - Applicability of provisions.

In addition to any other rules or laws which may be applicable, this Article shall govern all licensing proceedings before the ~~Medical~~ Marijuana Enforcement Division. Unless superseded by this Article, the provisions of Sections 12-43.3-101, et seq., 25-1.5-106, 25-5-403, 16-2.5-121, 16-2.5-124.5, 24-72-202(6)(b) and 39-26-726, C.R.S., and 1 C.C.R. § 212, as may be amended, shall apply to medical marijuana licenses. A violation of any of the state regulations

incorporated herein shall be deemed a violation of this Article subject to the penalty provisions of Section 6-8-180 of this Code.

Sec. 6-8-30. - ~~Designation of local licensing authority~~ Administration of medical marijuana.

- (a) ~~For purposes of this Article, the Local Licensing Authority for the City shall be the City Manager. The Local Licensing Authority shall be charged with the administration and enforcement of this Article.~~
- (b) The City Clerk shall assist the Local Licensing Authority by receiving all applications, coordinating with other City officers and departments when relevant, scheduling required public hearings and exercising his or her discretion in forwarding renewals, change of ownership and employment notices and other licensing-related requests to the Local Licensing Authority.
- (c) No person shall operate a medical marijuana center or optional premises cultivation operation within the City without a valid license issued in accordance with this Article. Under any and all circumstances in which state law requires communication to the City by the state licensing authority or any other state agency in regard to the licensing of marijuana establishments by the State, or in which state law requires any review or approval by the City of any action taken by the state licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be exercised by the Local Licensing authority or the City Clerk on his or her behalf.
- (d) This Article only permits the licensure of medical marijuana centers and optional premises cultivation operations, as further restricted in this Article, and infused products manufacturing facilities and **marijuana transporter facilities**, are prohibited from operating in any location in the City.
- (e) Under no circumstances shall the City receive or act upon any application for local licensing of a marijuana establishment in circumstances where the State has failed to act in accordance with Section 14 of Article XVIII of the Colorado Constitution, it being the intent of this Article that no medical marijuana center or optional premises cultivation operation may lawfully exist in the City absent the issuance of a state license and full regulatory oversight of the medical marijuana center or optional premises cultivation operation by the State as well as the City.

Sec. 6-8-40. - Application for license.

- (a) A person seeking to obtain a license pursuant to this Article shall file an application with the **Local Licensing Authority City Clerk**. The form of the application shall be provided by the Local Licensing Authority.
- (b) An application for a local license under this Article shall contain the following information:
 - (1) The names, addresses, telephone numbers, dates of birth, and social security numbers of all owners of the medical marijuana center; or cultivation operation ~~or infused products~~

~~manufacturer~~, or, if ~~it~~ the applicant is a business entity, the name of each natural person who owns any ownership interest in the entity;

- (2) The street address, and unit number if applicable, of the proposed medical marijuana center; or cultivation operation ~~or infused products manufacturer~~ and a complete description, including sketch diagram, of the site for which the license is being obtained;
 - (3) If the applicant is not the owner of the proposed location of the medical marijuana center; or cultivation operation ~~or infused products manufacturer~~, a statement from the owner of such property on a City-approved form authorizing the submission of the application;
 - (4) A completed set of the applicant's fingerprints;
 - (5) A statement, to be initialed by the applicant, that the City accepts no legal liability in connection with the approval and subsequent operation of the medical marijuana center; or cultivation operation ~~or infused products manufacturer~~;
 - (6) A consent and acknowledgment that the City will conduct a background investigation of each owner;
 - (7) For an optional premises cultivation operation, the applicant must provide evidence that the structure has an adequate electrical supply safely installed for the operation certified by a Colorado-licensed electrician, proper filtered ventilation and odor-control measures installed so that no odors leave the premises, irrigation and plumbing plan, chemical storage and disposal plan, mitigation measures for airborne fungi and related pests; and
 - (8) Any additional information that the Local Licensing Authority reasonably determines to be necessary in connection with the investigation and review of the application.
- (c) Applications deemed complete shall be processed by the Local Licensing Authority in order of receipt, and incomplete applications will be rejected.

Sec. 6-8-50. - Application fee.

An applicant shall pay to the City a nonrefundable application fee ~~to pick up an application and to file the application~~, to cover the administrative costs of producing and processing the application. The amount of the application fees is set forth in Appendix A to this Code and may be amended by resolution of the City Council. An applicant shall further pay for the required background investigation as set forth in Appendix A and the actual cost of being fingerprinted and any outside professional costs incurred by the City related to the application.

Sec. 6-8-60. - Location requirements.

No medical marijuana center; or cultivation operation ~~or infused products manufacturer~~ shall be established except in accordance with the following location requirements:

- (1) Each medical marijuana center shall be operated from a permanent and fixed location. No medical marijuana center shall be located in a movable, mobile, or transitory location. Nothing herein shall prevent the physical delivery of medical marijuana to a

patient or the patient's primary caregiver at a location off of the premises of the licensee's medical marijuana center.

- (2) A medical marijuana center may only be located within the Central Business District, Community Service Business District, or the Tourist Commercial District, Light Industrial District and Light Industrial PUD Districts if general retail sales are allowed in the PUD and is prohibited in all other zone districts. Medical marijuana centers shall not be operated as a home occupation as set forth in Section 16-3-280 of this Code.
- (3) No more than five (5) medical marijuana centers shall be licensed in the City at any time.
- (34) To preserve the economic diversity and character of the downtown and to prevent an over-concentration of medical marijuana centers, no more than four (4) medical marijuana centers may be located ~~in ground-level street front locations~~ in the Central Business District. Medical marijuana centers shall be licensed and sited on a first-come, first-served basis.
- (45) Except in the Central Business District, no medical marijuana center shall be located within five hundred (500) feet of another medical marijuana center. Distance shall be calculated using the standard established in the Colorado Medical Marijuana Code.
- (6) No more than four (4) facilities shall be licensed in the City as an optional premises cultivation operation at any time.
- (57) An optional premises cultivation operation ~~or infused products manufacturer~~ may only be located in the Light Industrial Zone district and is prohibited in all other zone districts. Prior to receiving a license pursuant to this Article, an optional premises cultivation operation ~~or infused products manufacturer~~ must receive a conditional use permit from the City pursuant to Section 16-3-80 of this Code for the proposed location.
- (68) No medical marijuana center, or cultivation operation ~~or infused products manufacturer~~ shall be located within one thousand (1,000) feet of a school, an alcohol or drug treatment facility, or a residential child care facility. Distance shall be calculated using the standard established in the Colorado Medical Marijuana Code. The provisions of this Paragraph shall not affect the renewal or re-issuance of a license once granted.

Sec. 6-8-70. - Denial of license.

- (a) The Local Licensing Authority shall deny an application for a license under this Article if the Local Licensing Authority determines that:
 - (1) Information contained in the application or supplemental information requested from the applicant is found to be false in any material respect; or
 - (2) The application fails to meet any of the standards set forth in Section 6-8-60 above.
 - (b3) The Local Licensing Authority may deny an application if the applicant or any owner of an applicant business has previously been convicted of a drug felony violation within the past ten (10) years or any other felony violation within the past five (5) years.

- (4) If the applicant or any owner of an applicant business has in the immediately preceding twelve (12) months had a medical marijuana license or retail marijuana establishment license revoked or suspended by the State or by the local licensing authority in this or any other jurisdiction.
- (5) If any person named on the application is not of good moral character as defined by the Colorado Medical Marijuana Code or considering the factors of Section 24-5-101, C.R.S.

(e**b**) If an application is denied, the application fee shall not be refunded.

Sec. 6-8-80. - Decision by Local Licensing Authority.

- (a) The Local Licensing Authority shall approve, deny, or conditionally approve an application within forty-five (45) days of the receipt of the completed application unless, by written notice to the applicant, the decision period is extended for an additional ~~ten~~ thirty (~~45~~) days if necessary for the Local Licensing Authority to complete the review of the application or other such time to complete the background investigation; provided, however, no local license shall be issued until the state license is issued.
- (b) If an applicant is denied, the Local Licensing Authority shall clearly set forth in writing the grounds for denial.
- (c) The Local Licensing Authority shall have the authority to impose such ~~reasonable~~ terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this Article and applicable law. In the event an application is conditionally approved, the Local Licensing Authority shall clearly set forth in writing the conditions of approval.

Sec. 6-8-90. - Notice of decision.

The Local Licensing Authority shall notify the applicant of the decision on the application by mailing a copy of the Local Licensing Authority's decision to the applicant by regular mail, postage prepaid, at the address shown in the application. Notice is deemed to have been properly given upon mailing.

Sec. 6-8-100. - Appeal of license decision.

- (a) An applicant has the right to appeal the Local Licensing Authority's denial or conditional approval of an application to the City Council by filing a written request with the City Clerk within twenty (20) days of the date of the notice of the decision described in Section 6-8-90 above. ~~An appealing applicant shall pay the appeal fee set forth in Appendix A and reimburse the City for any outside professional costs incurred by the City related to the appeal.~~
- (b) The applicant shall be provided with not less than ten (10) days' prior written notice of an appeal hearing to be held by the City Council.
- (c) The burden of proof in an appeal filed under this Section shall be on the applicant.

- (d) Any decision made by the City Council pursuant to this Section shall be a final decision and may be appealed to the District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The applicant's failure to timely appeal the decision shall be a waiver of the applicant's right to contest the denial or conditional approval of the application.

Sec. 6-8-110. - License.

- (a) A license shall contain the following information:
- (1) The name of the licensee;
 - (2) The valid dates of the issuance of the license;
 - (3) The address at which the licensee is authorized to operate the medical marijuana center, or cultivation operation or infused products manufacturer;
 - (4) Any special conditions of approval imposed upon the license by the Local Licensing Authority, pursuant to Section 6-8-80 above; and
 - (5) The date of the expiration of the license.

- (b) A license must be signed by ~~both the applicant and~~ the Local Licensing Authority to be valid.

- (c) A license is nonassignable, and any attempt to assign a license voids the license.

- (d) A license shall be continuously posted in a conspicuous location at the medical marijuana center or optional premises cultivation operation.

~~A license may only be transferred to a different location following the payment of the license transfer fee set forth in Appendix A, submitting the application materials and complying with the requirements relevant to location and structures contained in this Article, and approval of the license transfer by the Local Licensing Authority following the application process set forth in this Article.~~

- ~~(e) A license shall be continuously posted in a conspicuous location at the medical marijuana center, optional premises cultivation operation or infused products manufacturer.~~

The change of the location of any license or any modification or expansion of the licensed premises shall be governed by the standards and procedures set forth in the Colorado Medical Marijuana Code and any regulations adopted pursuant thereto, and the Local Licensing Authority shall administer applications to change location or modify or expand the premises in the same manner as the state licensing authority administers changes of location and modification or expansion of premises for state licenses. A license may only be transferred to a different location or a facility modified or expanded following the payment of the change in location or modification/expansion of premises fee set forth in Appendix A, submitting the application materials and complying with the requirements relevant to location and structures contained in this Article, and approval of the change of location or facility modification or expansion by the Local Licensing Authority following the application process set forth in this Article.

- (f) The transfer of any interest in a medical marijuana center or optional premises cultivation operation must be reported to the Local Licensing Authority prior to the change in

ownership by submitting an application on forms approved by the City and payment of the change of ownership fee or change of corporate structure fee set forth in Appendix A. Transfer of ownership of any license issued pursuant to this Article shall be governed by the standards and procedures set forth in the Colorado Medical Marijuana Code.

Sec. 6-8-120. - Duration of license; renewal.

- (a) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance and may be renewed as provided in this Section.
- (b) An application for the renewal of an existing license shall be made to the Local Licensing Authority not less than forty-five (45) days prior to the date of expiration. ~~No application for renewal shall be accepted by the Local Licensing Authority after such date.~~
- (c) The provisions of Sections 6-8-40 through 6-8-100, inclusive, shall apply to the processing of an application to renew a license unless specifically waived by the Local Licensing Authority based upon no changed circumstances. The timely filing of a renewal application shall extend the current license until a final decision is made on the renewal application, including any appeal of the Local Licensing Authority's decision to the City Council. Any renewal of a license shall be governed by the standards and procedures set forth in this Article and the Colorado Medical Marijuana Code.
- (d) The applicant shall, at the time of an application to renew a license, not be delinquent on any applicable City fees or taxes.
- (e) At the time of the filing of an application for the renewal of an existing license, the applicant shall pay a renewal fee in an amount set forth in Appendix A, which may be amended by resolution of the City Council.
- (f) If an applicant holding a valid license in the Central Business District wishing to renew the license submits a timely renewal application, that applicant shall receive first review and approval priority regardless of other submitted applications for that district under the limitations set forth in Paragraph 6-8-60(3). If the applicant allows the license to expire before submitting a renewal application or the renewal application is denied, that license shall be open to new applicants on a first-come, first-served basis.
- (g) The Local Licensing Authority may refuse to renew a license for good cause.

Sec. 6-8-130. - Duties of licensee.

It is the duty and obligation of each licensee to do the following:

- (1) Comply with all of the terms and conditions of the license and any special conditions on the license imposed by the Local Licensing Authority, pursuant to Section 6-8-80.
- (2) Comply with all of the requirements of this Article.
- (3) Comply with all other applicable City ordinances.
- (4) Comply with all state laws and administrative regulations pertaining to the medical use of marijuana, including but not limited to Amendment 20; Section 18-18-406.3, C.R.S.;

and the administrative regulations issued by the Colorado Department of Public Health and Environment found at 5 C.C.R. 1006-2, all as amended from time to time.

- (5) Permit inspection of its records and operation by the Local Licensing Authority or other agent of the City for the purpose of determining the licensee's compliance with the terms and conditions of the license and this Article; provided, however, that confidentiality of patient records shall be maintained pursuant to state law. In the event the City incurs costs in the inspection, clean-up, or any other requirements to remove marijuana of any medical marijuana center or optional premises cultivation operation facility, the licensee shall reimburse the City all actual costs incurred by the City for such inspection and clean-up.

Sec. 6-8-140. - Suspension or revocation of license.

- (a) A license issued pursuant to this Article may be suspended or revoked by the Local Licensing Authority for the following reasons:
 - (1) Fraud, misrepresentation, or a false statement of material fact contained in the license application;
 - (2) A violation of any City, state, or federal law or regulation, other than a federal law or regulation concerning the possession, sale, or distribution of marijuana that conflicts with Amendment 20;
 - (3) A violation of any of the terms and conditions of the license, including any special conditions of approval imposed upon the license by the Local Licensing Authority pursuant to Section 6-8-80;
 - (4) A violation of any of the provisions of this Article;
 - (5) Operations have ceased at the medical marijuana center, or cultivation operation ~~or infused products manufacturer~~ for more than thirty (30) days, including during a change of ownership of the medical marijuana center, or cultivation operation ~~or infused products manufacturer~~; or
 - (6) Ownership of the medical marijuana center, or cultivation operation ~~or infused products manufacturer~~ has been transferred without the new owner obtaining a license pursuant to this Article.
- (b) In connection with the suspension of a license, the Local Licensing Authority may impose reasonable conditions.
- (c) The Local Licensing Authority shall notify the licensee of the decision to suspend or revoke the license within three (3) business days of rendering the decision. Notice shall be given pursuant to the procedure established in Section 6-8-90. The licensee has the right to appeal the suspension or revocation of a license to the City Council by filing a written request with the Local Licensing Authority within twenty (20) days of the date of the Notice of Decision issued by the Local Licensing Authority. The process for appeal of a suspension or revocation shall be as set forth in Section 6-8-100 of this Article.

- (d) ~~No suspension or revocation shall be final until the licensee has been given the opportunity for a hearing to address the suspension or revocation. The licensee has the right to appeal the Local Licensing Authority's suspension or revocation to the City Council by filing a written request with the Local Licensing Authority within twenty (20) days of the date of the Notice of Decision issued by the Local Licensing Authority, as described in Section 6-8-90 above. The process for appeal of a suspension or revocation shall be as set forth in Section 6-8-100 of this Article.~~

No suspension or revocation shall be final until the licensee has been given the opportunity for a hearing to address the suspension or revocation. In deciding whether a license should be suspended or revoked in accordance with this Section, and in deciding what conditions to impose in the event of a suspension, if any, the following shall be considered:

- (1) The nature and seriousness of the violation;
 - (2) Corrective action, if any, taken by the licensee;
 - (3) Prior violations, if any, at the licensed premises by the licensee and the effectiveness of prior corrective action, if any;
 - (4) The likelihood of recurrence;
 - (5) All circumstances surrounding the violation;
 - (6) Whether the violation was willful;
 - (7) The length of time the license has been held by the licensee;
 - (8) The number of violations by the licensee within the applicable twelve-month period;
 - (9) Previous sanctions, if any, imposed against the licensee; and
 - (10) Any other factor making the situation, with respect to the licensee or the licensed premises, unique or the violation of greater concern.
- (e) Whenever a decision of the Local Licensing Authority suspending a license becomes final, whether by failure of the licensee to appeal the decision, stipulation between the City and the licensee that such decision is final, or by exhaustion of all appeals and judicial review, the licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of having the license suspended for all or part of the suspension period. Upon receipt of the petition, the Local Licensing Authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied and finds:
- (1) That the public welfare and morals will not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purpose; and
 - (2) That the books and records of the licensee are kept in such a manner that the loss of sales or other impacts that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - (3) That the licensee has not had his or her license suspended or revoked by the Local Licensing Authority, nor had any suspension stayed by payment of a fine to the Local

Licensing Authority, during the two (2) years immediately preceding the date of the complaint or request which resulted in a final decision to suspend the license.

- (f) The fine imposed pursuant to Subsection (e) shall not be less than five hundred dollars (\$500.00) nor greater than one hundred thousand dollars (\$100,000.00) and the Local Licensing Authority may consider, among other things, licensee's estimated gross revenues from sales or other impacts during the period of the proposed suspension in determining the amount of the fine.
- (g) The Local Licensing Authority may, in its sole discretion, enter into a stipulation and order with a licensee imposing a fine in lieu of suspension of a license contemporaneous with entering into a stipulation and order with a licensee containing such findings as are required in Subsection (e).
- (h) Payment of any fine accepted in lieu of allowing a license suspension to become operable shall be in the form of cash, certified check or cashier's check. Said funds shall be deposited into the general fund of the City of Rifle. Upon receipt of the fine, the Local Licensing Authority shall enter an order permanently staying the operation of the suspension.
- (i) If the Local Licensing Authority does not make the findings required under Subsection (e) and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date of suspension set by the Local Licensing Authority. Notwithstanding the foregoing, the Local Licensing Authority may grant such stays of the suspension proceedings as are necessary for it to complete its investigation and make the findings required under Subsection (e).

Sec. 6-8-150. - Operation of medical marijuana center.

- (a) No marijuana may be sold, given away, or transferred at a medical marijuana center, except to patients and to primary caregivers.
- (b) A medical marijuana center may open no earlier than 7:00 a.m. and shall close no later than 7:00 p.m. the same day. A medical marijuana center may be open seven (7) days a week.
- (c) All signage for a medical marijuana center shall comply with the requirements of Chapter 16, Article VIII of this Code. No signage associated with medical marijuana centers shall use the words "marijuana," "cannabis" or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word "medical."
- (d) The growing, cultivating, or processing of marijuana on or within the premises of a medical marijuana center is prohibited.
- (e) The sale or consumption of an alcoholic beverage within a medical marijuana center is prohibited.
- (f) No person under the age of eighteen (18) shall be allowed in any portion of a medical marijuana center.

- (g) Each licensee shall maintain an accurate and complete record of all marijuana sold or dispensed at the medical marijuana center with the following information, which shall be made available to the City upon demand:
 - (1) The quantity of medical marijuana dispensed in each transaction;
 - (2) The date and time the marijuana was sold or dispensed; and
 - (3) The total amount paid per transaction for all goods and services provided.
- (h) A licensee shall provide adequate security on the premises of a medical marijuana center, including but not limited to the following:
 - (1) A locking safe or secure vault permanently affixed to or built into the premises that is suitable for storage of all of the saleable inventory of marijuana;
 - (2) Security surveillance cameras with back-up power operating at all times installed to monitor the main entrance to discourage and to facilitate the reporting of criminal acts and nuisance activities occurring at the premises;
 - (3) Burglar alarm systems professionally monitored and maintained in good working condition.
- (i) The medical marijuana center premises shall be adequately ventilated so that adjacent properties are not impacted by odors.
- (j) No vending machines, drive-ups, or unsupervised sales shall be permitted on the premises.
- (k) No onsite consumption of marijuana shall be permitted on the premises.
- (l) Only merchandise related to the medical marijuana center and the provision of care to patients is allowed to be sold in a medical marijuana center.

Sec. 6-8-160. - Operation of medical marijuana optional premises cultivation operation.

- (a) No retail sale of marijuana may occur at a medical marijuana optional premises cultivation operation.
- (b) Any signage for a medical marijuana optional premises cultivation operation shall comply with the requirements of Chapter 16, Article VIII of this Code. No signage shall use the words "marijuana," "cannabis" or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word "medical." In addition, no sign shall contain a graphic or image of any portion of a marijuana plant.
- (c) A medical marijuana optional premises cultivation operation must occur indoors and be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of the optional premises cultivation operation or any adjoining business, parcel, or tract of real property. Violation of this Subsection by any medical marijuana optional premises cultivation operation or facility licensed as a dual operation shall be punishable utilizing the administrative citation process set forth in Section 16-1-170 with the following penalties assessed:

- (1) A fine of \$1,500.00 for the first offense within a twelve (12) month period and City approval of a corrective action plan to undertake steps to abate persistent odors;
- (2) A fine of \$2,000.00 for the second offense within a twelve (12) month period; and
- (3) Any license under this Section or dual operation licensed under the provisions of Section 6-9-10 *et seq.*, that violates this Subsection following a second offense within a twelve (12) month period shall be subject to suspension or revocation as provided in Section 6-8-140.

- (d) A medical marijuana optional premises cultivation operation shall be required to have waste, chemical, and bioproduct storage and disposal measures as determined reasonably necessary by the Local Licensing Authority.

Sec. 6-8-170. - Taxes.

Each licensee shall comply in full with the payment of City sales tax pursuant to Chapter 4 of this Code.

Sec. 6-8-180. - Penalties; injunctive relief.

- (a) It is a Class A misdemeanor offense for any person to violate any provision of this Article. Any person convicted of having violated any provision of this Article shall be punished as set forth in Chapter 1, Article IV of this Code.
- (b) The operation of a medical marijuana center, optional premises cultivation operation, or infused products manufacturer without a valid license issued pursuant to this Article may be enjoined by the City in an action brought in a court of competent jurisdiction. In any case in which the City prevails in a civil action initiated pursuant to this Section, the City may recover its reasonable attorney fees plus costs of the proceeding.
- (c) The remedies provided in this Article VIII are in addition to any other remedy provided by applicable law.

Sec. 6-8-190. - Rules and regulations.

The Local Licensing Authority shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this Article.

~~Sec. 6-8-200. -- Existing medical marijuana centers.~~

~~Any medical marijuana center having filed for an application for and received a business license and sales tax license as of November 4, 2009, shall be exempt from the location limitations in Section 6-8-60, but shall otherwise comply with all provisions of this Article.~~

Sec. 6-8-200. - Indemnification of City.

By accepting a license issued pursuant to this Article, a licensee, jointly and severally if more than one (1), agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and

demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana center or optional premises cultivation operation facility that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its expense and to bear all other costs and expenses related thereto, including court costs and attorney fees. The Local Licensing Authority may require a licensee to execute a written instrument confirming the provisions of this Section.

Exhibit B

ARTICLE IX - Retail Marijuana Cultivation Facilities

Sec. 6-9-10. - Purpose and legislative intent.

Section 16 of Article XVIII of the Colorado Constitution, also commonly known as Amendment 64, authorizes a system of state licensing for businesses engaging in the cultivation, testing, manufacturing, and ~~retail~~ sale of retail marijuana, collectively referred to as marijuana establishments by the Constitution. Subsection 16(5)(f) of Article XVIII allows localities, within their respective jurisdictions: to prohibit state licensing of marijuana establishments; to regulate the time, place, and manner in which marijuana establishments may operate; and to limit the total number of marijuana establishments. The authority of localities to prohibit or regulate marijuana establishments within their respective jurisdictions, including the authority to engage in local licensing of marijuana establishments, is also reflected in various provisions of the Colorado Retail Marijuana Code, Article 43.4 of Title 12, C.R.S. The purpose of this Article is to exercise the authority of the City to prohibit marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores in the City and allow state-licensed retail marijuana cultivation facilities to exist in the City in accordance with applicable state laws and regulations, as well as the additional local licensing requirements and other restrictions set forth herein.

Sec. 6-9-20. - Definitions.

(a) For purposes of this Article, the following terms shall have the following meanings:

Amendment 64 means a voter-initiated amendment to the Colorado Constitution, adopted in November 2012, adding Section 16 of Article XVIII to the Colorado Constitution.

Colorado Medical Marijuana Code means Article 43.3 of Title 12, C.R.S., and any rules or regulations promulgated thereunder, as amended.

Colorado Retail Marijuana Code means Article 43.4 of Title 12, C.R.S., and any rules or regulations promulgated thereunder, as amended.

Dual operation means a facility licensed to operate both a medical marijuana cultivation facility and retail marijuana cultivation facility on the same premises.

Good cause (for the purpose of refusing or denying a license renewal under this Article) means:

- a. The licensee has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this Article or the Colorado Retail Marijuana or Colorado Medical Marijuana Codes and any rule and regulation promulgated

pursuant to this Article or the Colorado Retail Marijuana or Colorado Medical Marijuana Codes;

- b. The licensee has failed to comply with any special terms or conditions that were placed on its license at the time the license was issued, that were placed on its license in prior disciplinary proceedings, or that arose in the context of potential disciplinary proceedings; or
- c. The licensee's retail marijuana cultivation facility has been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the retail marijuana cultivation facility is located; ~~or~~
- d. ~~The licensee or applicant has violated, does not meet or has failed to comply with any of the terms, conditions or provisions of this Article or the Colorado Retail Marijuana Code.~~

Evidence to support a finding of good cause may include:

- a. A continuing pattern of offenses against the public peace, as defined in Chapter 10 of this Code;
- b. A continuing pattern of drug-related criminal conduct within the premises of the retail marijuana cultivation facility or in the immediate area surrounding the facility; or
- c. A continuing pattern of criminal conduct directly related to or arising from the operation of the retail marijuana cultivation facility.

Licensee means a person licensed pursuant to this Article.

Local license means a license granted by the Local Licensing Authority pursuant to this Article and in accordance with state law.

Local Licensing Authority means the City Manager.

Marijuana means all parts of the plant of the genus Cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt derivative, mixture, or preparation of the plant, its seeds or its resin, including marijuana concentrate, but excluding industrial hemp, fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

Marijuana club means a place not used for residential purposes where individuals gather to consume or grow marijuana, regardless of whether such place calls itself private or public or charges an admission or membership fee.

Marijuana product manufacturing facility means a facility licensed to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Marijuana testing facility means a facility license to analyze and certify the safety and potency of marijuana.

Retail marijuana cultivation facility means a facility licensed to cultivate, prepare, and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

Retail marijuana store means a facility licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

State license means a license granted by the Colorado State Licensing Authority pursuant to Section 12-43.4-304, C.R.S.

- (b) In addition to the definitions provided in Subsection (a) above, the other defined terms in Amendment 64 and Section 12-43.3-103, C.R.S., and any implementing regulations are incorporated into this Article by reference.

Sec. 6-9-30. - Retail marijuana cultivation facility license required; all other marijuana establishments prohibited.

- (a) No person shall operate a retail marijuana cultivation facility within the City without a valid license issued in accordance with this Article. ~~The City Manager is hereby designated to act as the local licensing authority for the City within the meaning of the Colorado Retail Marijuana Code.~~ Under any and all circumstances in which state law requires communication to the City by the state licensing authority or any other state agency in regard to the licensing of marijuana establishments by the State, or in which state law requires any review or approval by the City of any action taken by the state licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be exercised by the ~~City Manager~~ Local Licensing Authority or the City Clerk on his or her behalf.
- (b) This Article only permits the licensure of four (4) retail marijuana cultivation facilities, and all other marijuana establishments, specifically marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, marijuana transporter facilities, and marijuana clubs, are prohibited from operating in any location in the City.
- (c) Under no circumstances shall the City receive or act upon any application for local licensing of a marijuana establishment in circumstances where the State has failed to act in accordance with Section 16 of Article XVIII of the Colorado Constitution, it being the intent of this Article that no retail marijuana cultivation facility may lawfully exist in the City absent the issuance of a state license and full regulatory oversight of the retail marijuana cultivation facility by the State as well as the City.
- (d) It is unlawful for any person to operate, cause to be operated, or permit to be operated in the City a marijuana product manufacturing facility, marijuana testing facility, retail marijuana store, or marijuana club, and marijuana product manufacturing facilities, marijuana testing facilities, retail marijuana stores, and marijuana clubs are hereby prohibited at any location in the City; provided, however, that nothing in this Subsection shall affect or apply to any

business licensed under the Colorado Medical Marijuana Code, Article 43.3 of Title 12, C.R.S., and Article VIII of this Chapter.

Sec. 6-9-40. - Relationship to Colorado Retail Marijuana Code; other laws.

Except as otherwise specifically provided herein, this Article incorporates the requirements and procedures set forth in the Colorado Retail Marijuana Code. In the event of any conflict between the provisions of this Article and the provisions of the Colorado Retail Marijuana Code or any other applicable state or local law, the more restrictive provision shall control. To the extent the State has adopted or adopts in the future any additional or stricter laws or regulations governing retail marijuana, the additional or stricter regulations shall control any retail marijuana cultivation facility in the City. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this Article, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

Sec. 6-9-50. - Unlawful acts.

It shall be unlawful for any person to:

- (1) Operate any retail marijuana establishment in the City except for a retail marijuana cultivation facility with a license duly issued by the state licensing authority under the Colorado Retail Marijuana Code and in compliance with any and all applicable state laws;
- (2) Operate any retail marijuana establishment in the City except for a retail marijuana cultivation facility with a license duly issued by the ~~City Manager~~ Local Licensing Authority under this Article and in compliance with any and all applicable City laws;
- (3) Engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, or consumption of marijuana other than those forms that are expressly contemplated by Section 16 of Article XVIII of the Colorado Constitution, the Colorado Retail Marijuana Code or the Colorado Medical Marijuana Code; or
- (4) Sell marijuana or marijuana products from marijuana plants possessed, grown, processed or transported for personal use pursuant to Subsection 16(3) of Article XVIII of the Colorado Constitution.

Sec. 6-9-60. - Limitation on retail marijuana cultivation facilities, dual operation with existing medical marijuana cultivation operations; ~~conversion~~.

- (a) No more than four (4) facilities shall be licensed in the City as a retail marijuana cultivation facility. Because only the existing medical marijuana cultivation operations licensed within the City when Amendment 64 passed were eligible to operate a retail marijuana cultivation facility, a person must hold a medical marijuana cultivation operation license pursuant to the Colorado Medical Marijuana Code to receive a retail marijuana cultivation facility license and must operate both licenses on the same premises ("dual operation"), provided they meet the requirements of the Colorado Retail Marijuana Code and this Article. Only the existing

~~medical marijuana cultivation operations licensed within the City pursuant to Article VIII of this Chapter and by the State pursuant to the Colorado Medical Marijuana Code may apply for, and upon approval of a license, operate a retail marijuana cultivation facility in the City. Those four (4) medical marijuana cultivation operations eligible for license under this Article are the following: Green Cross Colorado, LLC, Green Medicine LLC d/b/a Green Medicine Wellness, CMMS, LLC d/b/a LEAF Aspen and Rifle Remedies, LLC.~~

- ~~(b) Pursuant to Section 12-43.3-104, C.R.S., certain medical marijuana licensees or applicants qualified to receive a state license, may, on or after October 1, 2013, either apply for a retail marijuana cultivation facility license in addition to their medical marijuana cultivation operation license, convert their medical marijuana cultivation operation license to a retail marijuana cultivation facility license or apply for a retail marijuana cultivation facility license and surrender their medical marijuana cultivation operation license when the retail marijuana cultivation facility license is issued. Because only existing medical marijuana cultivation operations licensed within the City are eligible to operate a retail marijuana cultivation facility, a person who holds both a medical marijuana cultivation operation license pursuant to Article 43.3 of Title 12, C.R.S., and a retail marijuana cultivation facility license must operate both licenses in the same premises ("dual operation"), provided they meet the requirements of the Colorado Retail Marijuana Code and this Article.~~

Sec. 6-9-70. - Application for license.

- (a) A person seeking to obtain a license pursuant to this Article shall file an application with the City **Manager Clerk**. The form of the application shall be provided by the ~~City Manager Local Licensing Authority~~.
- (b) An application for a local license under this Article shall contain the following information:
- (1) The name, address, telephone number, date of birth, and social security number of all owners of the retail marijuana cultivation facility or, if ~~the applicant~~ is a business entity, the names of each natural person who owns any ownership interest in the entity;
 - (2) The street address, and unit number if applicable, of the proposed retail marijuana cultivation facility and a complete description, including sketch diagram, of the site for which the license is being obtained;
 - (3) If the applicant is not the owner of the proposed location of the retail marijuana cultivation facility, a statement from the owner of such property on a City-approved form authorizing the submission of the application;
 - (4) A completed set of the applicant's fingerprints;
 - (5) A statement to be initialed by the applicant that the City accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana cultivation facility;
 - (6) A consent and acknowledgement that the City will conduct a background investigation of each owner;
 - (7) For a retail marijuana cultivation facility, the applicant must provide evidence that the structure has an adequate electrical supply safely installed for the operation certified by

a Colorado licensed electrician, proper filtered ventilation and odor control measures installed so that no odors leave the premises, irrigation and plumbing plan, chemical storage and disposal plan, mitigation measures for airborne fungi and related pests; and

- (8) Any additional information that the ~~City Manager~~ Local Licensing Authority reasonably determines to be necessary in connection with the investigation and review of the application.
- (c) Applications deemed complete shall be processed by the ~~City Manager~~ Local Licensing Authority in order of receipt, and incomplete applications will be rejected.

Sec. 6-9-80. - Application fee.

An applicant shall pay to the City a nonrefundable application fee ~~to pick up an application and to file the application~~ to cover the administrative costs of producing and processing the application. The amount of the application fees are set forth in Appendix A and may be amended by resolution of the City Council. An applicant shall further pay for the required background investigation as set forth in Appendix A and the actual cost of being fingerprinted and any outside professional costs incurred by the City related to the application.

Sec. 6-9-90. - Location requirements.

A retail marijuana cultivation facility may only be located in the Light Industrial Zone District or Industrial Zone District, and they are prohibited in all other zone districts, including the Light Industrial PUD. Prior to receiving a license pursuant to this Article, a retail marijuana cultivation facility must receive a conditional use permit from the City pursuant to Section 16-3-80 of this Code for the proposed location; provided, however, that existing medical marijuana cultivation operations licensed pursuant to Article VIII of this Chapter do not need to obtain another conditional use permit for a license issued under this Article for the same location. In addition, prior to receiving approval for expansion of a licensed retail marijuana cultivation facility under this Article, a licensee must receive a conditional use permit from the City pursuant to Section 16-3-80 for the proposed expansion.

Sec. 6-9-100. - Denial of license.

- (a) The ~~City Manager~~ Local Licensing Authority shall deny an application for a license under this Article if the ~~City Manager~~ Local Licensing Authority determines that:
- (1) Information contained in the application or supplemental information requested from the applicant is found to be false in any material respect.
 - (2) The application fails to meet the location requirements set forth in Section 6-9-90 above.
 - (3) If the applicant or any owner of an applicant business has previously been convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the past five (5) years.

- (4) If the applicant or any owner of an applicant business has in the immediately preceding twelve (12) months had a medical marijuana license or retail marijuana establishment license revoked or suspended by the State or by the local licensing authority in this or any other jurisdiction.
 - (5) If any person named on the application is not of good moral character as defined by the Colorado Retail Marijuana Code or considering the factors of Section 24-5-101, C.R.S.
- (b) If an application is denied, the application fee shall not be refunded.

Sec. 6-9-110. - Decision by ~~City Manager~~ Local Licensing Authority.

- (a) The ~~City Manager~~ Local Licensing Authority shall approve, deny, or conditionally approve an application within forty-five (45) days of the receipt of the completed application unless, by written notice to the applicant, the decision period is extended for an additional ~~ten~~ thirty (~~430~~) days if necessary for the ~~City Manager~~ Local Licensing Authority to complete the review of the application or other such time to complete the background investigation; provided, however, no local license shall be issued until the state license is issued.
- (b) If an application is denied, the ~~City Manager~~ Local Licensing Authority shall clearly set forth in writing the grounds for denial.
- (c) The ~~City Manager~~ Local Licensing Authority shall have the authority to impose such ~~reasonable~~ terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this Article and applicable law. In the event an application is conditionally approved, the ~~City Manager~~ Local Licensing Authority shall clearly set forth in writing the conditions of approval.

Sec. 6-9-120. - Notice of decision.

The ~~City Manager~~ Local Licensing Authority shall notify the applicant of the decision on the application by mailing a copy of the ~~City Manager's~~ Local Licensing Authority's decision to the applicant by regular mail, postage prepaid, at the address shown in the application. Notice is deemed to have been properly given upon mailing.

Sec. 6-9-130. - Appeal of license decision.

- (a) An applicant has the right to appeal the ~~City Manager's~~ Local Licensing Authority's denial or conditional approval of an application to the City Council by filing a written request with the ~~City Manager~~ City Clerk within twenty (20) days of the date of the notice of the decision described in Section 6-8-120 above. ~~An appealing applicant shall pay the appeal fee set forth in Appendix A and reimburse the City for any outside professional costs incurred by the City related to the appeal.~~
- (b) The applicant shall be provided with not less than ten (10) days' prior written notice of an appeal hearing to be held by the City Council.
- (c) The burden of proof in an appeal filed under this Section shall be on the applicant.
- (d) Any decision made by the City Council pursuant to this Section shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of

Civil Procedure. The applicant's failure to timely appeal the decision shall be a waiver of the applicant's right to contest the denial or conditional approval of the application.

Sec. 6-9-140. - License.

- (a) A license shall contain the following information:
 - (1) The name of the licensee;
 - (2) The valid dates of the issuance of the license;
 - (3) The address at which the licensee is authorized to operate the retail marijuana cultivation facility;
 - (4) Any special conditions of approval imposed upon the license by the ~~City Manager~~ Local Licensing Authority pursuant to Section 6-9-110; and
 - (5) The date of the expiration of the license.
- (b) A license must be signed by **both the applicant and** the ~~City Manager~~ Local Licensing Authority to be valid.
- (c) A license is nonassignable, and any attempt to assign a license voids the license.
- (d) A license shall be continuously posted in a conspicuous location at the retail marijuana cultivation facility.
- (e) The change of the location of any license or any modification or expansion of the licensed premises shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the ~~City Manager~~ Local Licensing Authority shall administer applications to change location or modify or expand the premises in the same manner as the state licensing authority administers changes of location and modification or expansion of premises for state licenses. A license may only be transferred to a different location or a facility modified or expanded following the payment of the ~~license transfer~~ change of location fee or modification/expansion of premises fee set forth in Appendix A, submitting the application materials and complying with the requirements relevant to location and structures contained in this Article, and approval of the ~~license transfer~~ change of location or facility modification or expansion by the ~~City Manager~~ Local Licensing Authority following the application process set forth in this Article.
- (f) The transfer of any interest in a retail marijuana cultivation facility must be reported to the ~~City Manager~~ Local Licensing Authority prior to the change in ownership by submitting an application on forms approved by the City and payment of the change of ownership fee or change of corporate structure fee set forth in Appendix A. Transfer of ownership of any license issued pursuant to this Article shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code.

Sec. 6-9-150. - Duration of license; renewal.

- (a) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance and may be renewed as provided in this Section.

- (b) An application for the renewal of an existing license shall be made to the ~~City Manager~~ Local Licensing Authority not less than forty-five (45) days prior to the date of expiration.
- (c) The provisions of Sections 6-9-70 through 6-9-130 above, inclusive, shall apply to the processing of an application to renew a license unless specifically waived by the ~~City Manager~~ Local Licensing Authority based upon no changed circumstances. The timely filing of a renewal application shall extend the current license until a final decision is made on the renewal application, including any appeal of the ~~City Manager's~~ Local Licensing Authority's decision to the City Council. Any renewal of a license shall be governed by the standards and procedures set forth in this Article and the Colorado Retail Marijuana Code.
- (d) The applicant shall, at the time of an application to renew a license, not be delinquent on any applicable City's fees or taxes.
- (e) At the time of the filing of an application for the renewal of an existing license, the applicant shall pay a renewal fee in an amount set forth in Appendix A which may be amended by resolution of the City Council.
- (f) The ~~City Manager~~ Local Licensing Authority may refuse to renew a license for good cause.

Sec. 6-9-160. - Duties of licensee.

It is the duty and obligation of each licensee to do the following:

- (1) Comply with all of the terms and conditions of the license and any special conditions on the license imposed by the ~~City Manager~~ Local Licensing Authority, pursuant to Section 6-9-110 of this Article.
- (2) Comply with all of the requirements of this Article;
- (3) Comply with all other applicable City ordinances;
- (4) Comply with all state laws pertaining to the use of retail marijuana, including but not limited to Amendment 64, the Colorado Retail Marijuana Code, Article 43.4 of Title 12, C.R.S., and implementing administrative regulations, all as amended from time to time.
- (5) ~~Allow~~ Permit inspection of its records and operation by the ~~City Manager~~ Local Licensing Authority or other agent of the City for the purpose of determining the licensee's compliance with the terms and conditions of the license and this Article. In the event the City incurs costs in the inspection, clean-up, or any other requirements to remove marijuana of any retail marijuana cultivation facility, the licensee shall reimburse the City all actual costs incurred by the City for such inspection and clean-up.

Sec. 6-9-170. - Suspension or revocation of license.

- (a) A license issued pursuant to this Article may be suspended or revoked by the ~~City Manager~~ Local Licensing Authority for the following reasons:
 - (1) Fraud, misrepresentation, or a false statement of material fact contained in the license application;

- (2) A violation of any City, state, or federal law or regulation, other than a federal law or regulation concerning the possession, sale, or distribution of marijuana that conflicts with Amendment 64;
 - (3) A violation of any of the terms and conditions of the license, including any special conditions of approval imposed upon the license by the ~~City Manager~~ Local Licensing Authority pursuant to Section 6-9-110;
 - (4) A violation of any of the provisions of this Article;
 - (5) Operations have ceased at the retail marijuana cultivation facility for more than thirty (30) days, including during a change of ownership of the dispensary or cultivation operation; or
 - (6) Ownership of the retail marijuana cultivation facility has been transferred without the new owner obtaining a license pursuant to this Article.
- (b) In connection with the suspension of a license, the ~~City Manager~~ Local Licensing Authority may impose reasonable conditions.
- (c) The Local Licensing Authority shall notify the licensee of the decision to suspend or revoke the license within three (3) business days of rendering the decision. Notice shall be given pursuant to the procedure established in Section 6-9-120 of this Article. The licensee has the right to appeal the Local Licensing Authority's suspension or revocation to the City Council by filing a written request with the Local Licensing Authority within twenty (20) days of the date of the Notice of Decision issued by the Local Licensing Authority. The process for appeal of a suspension or revocation shall be as set forth in Section 6-9-130 of this Article.

~~No suspension or revocation shall be final until the licensee has been given the opportunity for a hearing to address the suspension or revocation. In deciding whether a license should be suspended or revoked in accordance with this Section, and in deciding what conditions to impose in the event of a suspension, if any, the following shall be considered:~~

- ~~(1) The nature and seriousness of the violation;~~
- ~~(2) Corrective action, if any, taken by the licensee;~~
- ~~(3) Prior violations, if any, at the licensed premises by the licensee and the effectiveness of prior corrective action, if any;~~
- ~~(4) The likelihood of recurrence;~~
- ~~(5) All circumstances surrounding the violation;~~
- ~~(6) Whether the violation was willful;~~
- ~~(7) The length of time the license has been held by the licensee;~~
- ~~(8) The number of violations by the licensee within the applicable twelve-month period;~~
- ~~(9) Previous sanctions, if any, imposed against the licensee; and~~
- ~~(10) Any other factor making the situation, with respect to the licensee or the licensed premises, unique or the violation of greater concern.~~

- (d) No suspension or revocation shall be final until the licensee has been given the opportunity for a hearing to address the suspension or revocation. In deciding whether a license should be suspended or revoked in accordance with this Section, and in deciding what conditions to impose in the event of a suspension, if any, the following shall be considered:
- (1) The nature and seriousness of the violation;
 - (2) Corrective action, if any, taken by the licensee;
 - (3) Prior violations, if any, at the licensed premises by the licensee and the effectiveness of prior corrective action, if any;
 - (4) The likelihood of recurrence;
 - (5) All circumstances surrounding the violation;
 - (6) Whether the violation was willful;
 - (7) The length of time the license has been held by the licensee;
 - (8) The number of violations by the licensee within the applicable twelve-month period;
 - (9) Previous sanctions, if any, imposed against the licensee; and
 - (10) Any other factor making the situation, with respect to the licensee or the licensed premises, unique or the violation of greater concern.

~~The City Manager Local Licensing Authority shall notify the licensee of the decision to suspend or revoke the license within three (3) business days of rendering the decision. The licensee has the right to appeal the City Manager's Local Licensing Authority's suspension or revocation to the City Council by filing a written request with the City Manager Local Licensing Authority within twenty (20) days of the date of the Notice of Decision issued by the City Manager Local Licensing Authority. The process for appeal of a suspension or revocation shall be as set forth in Section 6-9-130 of this Article. Notice shall be given pursuant to the procedure established in Section 6-9-120 of this Article.~~

- (e) Whenever a decision of the Local Licensing Authority suspending a license becomes final, whether by failure of the licensee to appeal the decision, stipulation between the City and the licensee that such decision is final, or by exhaustion of all appeals and judicial review, the licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of having the license suspended for all or part of the suspension period. Upon receipt of the petition, the Local Licensing Authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied and finds:
- (1) That the public welfare and morals will not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purpose; and
 - (2) That the books and records of the licensee are kept in such a manner that the loss of sales or other impacts that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and

- (3) That the licensee has not had his or her license suspended or revoked by the Local Licensing Authority, nor had any suspension stayed by payment of a fine to the Local Licensing Authority, during the two (2) years immediately preceding the date of the complaint or request which resulted in a final decision to suspend the license.
- (f) The fine imposed pursuant to Subsection (e) shall not be less than five hundred dollars (\$500.00) nor greater than one hundred thousand dollars (\$100,000.00) and the Local Licensing Authority may consider, among other things, licensee's estimated gross revenues from sales or other impacts during the period of the proposed suspension in determining the amount of the fine.
- (g) The Local Licensing Authority may, in its sole discretion, enter into a stipulation and order with a licensee imposing a fine in lieu of suspension of a license contemporaneous with entering into a stipulation and order with a licensee containing such findings as are required in Subsection (e).
- (h) Payment of any fine accepted in lieu [of] allowing a license suspension to become operable shall be in the form of cash, certified check or cashier's check. Said funds shall be deposited into the general fund of the City of Rifle. Upon receipt of the fine, the Local Licensing Authority shall enter an order permanently staying the operation of the suspension.
- (i) If the Local Licensing Authority does not make the findings required under Subsection (e) and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date of suspension set by the Local Licensing Authority. Notwithstanding the foregoing, the Local Licensing Authority may grant such stays of the suspension proceedings as are necessary for it to complete its investigation and make the findings required under Subsection (e).

Sec. 6-9-180. - Operation of retail marijuana cultivation facility.

- (a) No retail sale of marijuana may occur at a retail marijuana cultivation facility.
- (b) Any signage for a retail marijuana cultivation facility shall comply with the requirements of Chapter 16, Article VIII of this Code. No sign shall contain a graphic/image of any portion of a marijuana plant.
- (c) A retail marijuana cultivation facility must occur indoors and be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at ~~the exterior of the cultivation operation~~ or any adjoining business, parcel or tract of real property. Violation of this Subsection shall be enforced following Section 6-8-160(c).
- (d) A retail marijuana cultivation facility shall be required to have waste, chemical, and bioproduct storage and disposal measures as determined reasonably necessary by the ~~City Manager~~ Local Licensing Authority.

Sec. 6-9-190. - Taxes.

Each licensee shall comply in full with the payment of City sales tax pursuant to Chapter 4 of this Code.

Sec. 6-9-200. - Penalties; injunctive relief.

- (a) It is a Class A misdemeanor offense for any person to violate any provision of this Article. Any person convicted of having violated any provision of this Article shall be punished as set forth in Chapter 1, Article IV of this Code.
- (b) The operation of a retail marijuana cultivation facility without a valid license issued pursuant to this Article may be enjoined by the City in an action brought in a court of competent jurisdiction. In any case in which the City prevails in a civil action initiated pursuant to this Section, the City may recover its reasonable attorney fees plus costs of the proceeding.
- (c) The remedies provided in this Article IX are in addition to any other remedy provided by applicable law.

Sec. 6-9-210. - Rules and regulations.

The ~~City Manager~~ Local Licensing Authority shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this Article.

Sec. 6-9-220. - Indemnification of City.

By accepting a license issued pursuant to this Article, a licensee, jointly and severally if more than one (1), agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana cultivation facility that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its expense and to bear all other costs and expenses related thereto, including court costs and attorney fees. The ~~City Manager~~ Local Licensing Authority may require a licensee to execute a written instrument confirming the provisions of this Section.

Exhibit C

Code §	Description	Fee
6-8-50	Medical marijuana center; or optional premises cultivation operation or infused products manufacturer packet fee	50.00
6-8-50	Medical marijuana center; or optional premises cultivation operation or infused products manufacturer application filing fee	\$15,000.00 per permit
6-8-50	Background investigation fee per person	\$100.00
6-8-100	Appeal fee	\$250.00
6-8-110(d)	License transfer <u>Change of location</u> fee	\$5,000.00 per permit
6-8-110(e)	<u>Facility modification/expansion</u> fee	\$2,500.00
6-8-110(f)	<u>Change of ownership</u>	\$5,000.00
6-8-110(f)	<u>Change of corporate structure</u>	\$2,500.00
6-8-120	Medical marijuana center; <u>or medical marijuana cultivation operation</u> or infused products manufacturer renewal application filing fee	\$85,000.00 per permit
6-9-80	Retail marijuana cultivation facility application form	\$50.00

6-9-80	Retail marijuana cultivation facility application filing fee	\$5,000.00
6-9-80	Background investigation fee per person	\$100.00
6-9-130	Appeal fee (plus reimbursement of costs)	\$250.00
6-9-140(e)	License transfer <u>change of location</u> fee (location or ownership)	\$5,000.00
6-9-140(e)	Facility modification/expansion fee	\$2,500.00
<u>6-9-140(f)</u>	<u>Change of ownership</u>	<u>\$5,000.00</u>
<u>6-9-140(f)</u>	<u>Change of corporate structure</u>	<u>\$2,500.00</u>
6-9-150	Retail marijuana cultivation facility renewal application filing fee/Annual operating fee	\$5,000.00

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 16
SERIES OF 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING THE CALENDAR FOR THE 2017 BUDGET.

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

WHEREAS, pursuant to Resolution No. 19, Series of 1993, the Rifle City Council adopted a schedule consistent with state law for the adoption of the following year's budget, and the City wishes to use this timeline for the 2017 Budget process.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following schedule is adopted for the 2017 Budget:

Thursday, August 25, 2016:	Deadline for Assessor to submit Preliminary Certification of Values
Wednesday, October 05, 2016:	First Budget workshop with Council, City Manager submits proposed budget to Council
Thursday, October 06, 2016:	Second Budget workshop with Council, Governing body publishes "Notice of Budget"
Tuesday, October 11, 2016:	Third Budget workshop with Council
Tuesday, October 18, 2016:	Fourth Budget workshop with Council
Thursday, October 20, 2016:	Fifth Budget Workshop with Council
Wednesday, November 02, 2016:	First public hearing on Budget at regular City Council meeting,
Wednesday, November 16, 2016:	Second public hearing on Budget at regular City Council meeting,
Wednesday, December 07, 2016:	Adopt and appropriate 2017 Budget and certify mill levies

- Friday, December 9, 2016:** Final Certification of Values due from Assessor
- Thursday, December 15, 2016:** Deadline for certification of mill levy to Garfield County
- Tuesday, January 31, 2017:** Deadline for a Certified copy of Adopted Budget to DLG

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

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 17th day of August, 2016.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Administration

MEMORNDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, City Manager

DATE: August 9, 2016

SUBJECT: Ute Theater Retractable Seating

The New Ute Theater Society (NUTS) approached the City of Rifle approximately 18 months ago about partnering to fund and install retractable event seating within the Ute Theater. NUTS successfully fund raised and partnered with other non-profits to secure approximately \$98,000 in funding. As a result, the City budgeted \$160,000 (inclusive of the \$98,000 NUTS fund raised) to complete the project.

The original plan prepared as part of the Ute remodel considered a budget of \$189,000 to build a custom platform to accommodate placement of chairs from the Ute Theater. Trip and fall concerns as well as setup and teardown time led staff to reevaluate the approach. Staff inquired about a system with built in seating and discovered it would actually be less costly than the planned customized platform. The final preferred seating design is estimated to cost \$111,000.

Staff is recommending City Council authorize awarding the bid to the contractor originally tasked with designing and installing the retractable seating, Norcon of New Mexico, in an amount not to exceed \$111,000. This price will deliver 186 fold down, cushioned seats with armrests affixed to a carpeted deck and LED lit aisles. The system is electrically operated and can be setup by a single employee with limited effort. Finally, the system will have a lock that will enable the seating capacity to be cut in half to allow for higher floor space utilization when required by certain events.

This recommendation is made with the understanding that the method of funding will be as follows and that an award will not be made by staff until the funding resides with the City and proper funding contracts are secure. Should the described funding fallout, staff will inform Council and a new direction can be considered.

In summary, the new approach and successful fundraising by the New Ute Theater Society is reducing the dollars the City will need to offer in assistance for getting this seating installed. Staff appreciates each of the contributor's commitment to the Ute Theater and the New Ute Theater Society's drive to see the retractable seating installed.

PRPOSED FUNDING

Contributors	Original Platform Design	Revised w/ built in seating
Newspaper Group	\$70,000.00	\$70,000.00
El Pomar Foundation	\$10,000.00	\$10,000.00
Clough Family Foundation	\$15,000.00	\$15,000.00
City of Rifle	\$50,000.00	\$13,000.00
New Ute Theater Society	?	\$3,000.00
DDA	\$44,179.00	0
TOTAL	\$189,179.00	\$111,000.00