



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

Streamed Live at RifleNOW.org

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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.

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REGULAR MEETING  
October 5, 2016

WORKSHOP 6:00 P.M.  
COUNCIL CHAMBERS

6:00 P.M.            2017 Budget Overview

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 September 21, 2016 Regular Meeting
  - B. Minutes from the September 7, 2016 Regular Meeting
  - C. *(Acting as Liquor Licensing Authority)* Liquor License Renewals:  
Box I INC dba Jons Liquors, Lilly's Kitchen Corporation dba Lilly's  
Kitchen, BPOE Lodge dba Rifle Lodge No. 2195
  - D. Repealing Offense of Loitering for the Purpose of Begging -  
Ordinance No. 20, Series of 2016 – 2<sup>nd</sup> reading
  - E. Amending Building Code to incorporate Wind Exposure as a  
Necessary Component of Design Criteria- Ordinance No. 21,  
Series of 2016 – 2<sup>nd</sup> Reading
  - F. 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.    (Acting as Liquor Licensing Authority) Public Hearing – Application to transfer Hotel and Restaurant Liquor License from Eagle Springs Organic LLD dba Eagle Springs Meats and Farm Fresh Café to Rifle Tap House LLC dba Rifle Tap House (Kristy Christensen)
  
- 7:25 p.m.      6.    (Acting as Liquor Licensing Authority) Public Hearing – Consider Special Event Liquor Permit Application – Rifle Area Chamber of Commerce for October 15th at 3<sup>rd</sup> Street for Western Adventure Weekend (Kristy Christensen)
  
- 7:30 p.m.      7.    Consider approving sale of surplus equipment (Rick Barth)
  
- 7:35 p.m.      8.    Consider Disposition of Surplus Personal Property Owned by the City - Ordinance No. 22, Series of 2016 - 1st reading (Matt Sturgeon)
  
- 7:45 p.m.      9.    Update on East 8<sup>th</sup> Street Pavement Project (Rick Barth)
  
- 7:55 p.m.      10.   Consider Moltz Water Treatment Plant Guaranteed Maximum Pricing #2 (Jim Miller)
  
- 8:05 p.m.      11.   Consider Award of Service Agreement to Evoqua Chlorine Dioxide Service Program (Jim Miller)
  
- 8:15 p.m.      12.   Administrative Reports
  
- 8:25 p.m.      13.   Comments from Mayor and Council
  
- 8:30 p.m.      14.   Executive Session (1) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a), and 2) 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); – Concerning Easement Acquisition & Municipal Service

*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: *October 19, 2016 at 7:00 p.m.***



**RIFLE CITY COUNCIL MEETING**

Wednesday, September 21, 2016

REGULAR MEETING

7:04 p.m. \* Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:04 p.m. by Mayor Winkler.

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

**OTHERS PRESENT:** City Manager Matt Sturgeon, City Clerk Kristy Christensen, City Attorney Jim Neu, Rifle Community Television (RCTV) Manager Michael Churchill, Planning Director Nathan Lindquist, Court Clerk Kathy Pototsky, Interim Police Chief Sam Stewart, Building Inspector John Nihiser, and Ryan Hoffman.

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

A. Accounts Payable

Councilor Wood moved to approve Consent Agenda Items A; seconded by Councilor Pruett.

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

**CITIZEN COMMENTS**

No Citizen comments were heard

**CONSIDER APPOINTMENT TO PLANNING AND ZONING COMMISSION**

Planning Director Nathan Lindquist noted the Planning Commission has interviewed Treonna Villasenor as a candidate for the open alternate position on the Planning Commission. Planning Commission requests Council approve her appointment to the board.

Councilor Green moved to appoint Treonna Villasenor as an alternate to the Planning and Zoning Commission; seconded by Councilor Hamilton.

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

**RECEIVE REPORT ON BUILDING FEE WAIVER PROGRAM**

Planning Director Nathan Lindquist presented a summary and analysis of the current fee waiver program and the previous fee waiver program including the stimulative impact and the fiscal impact to the City's budget.

No action was taken

**CONSIDER RIFLE REPEALING OFFENSE OF LOITERING FOR THE PURPOSE OF BEGGING - ORDINANCE No. 20 SERIES OF 2016 – FIRST READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING CHAPTER 10 OF THE RIFLE MUNICIPAL CODE REGARDING LOITERING FOR THE PURPOSE OF BEGGING.

*Rifle City Council Meeting, September 21, 2016*

Court Clerk Kathy Pototsky explained due to recent legal case law out of Grand Junction in *Browne v. City of Grand Junction* it appears necessary to repeal Section 10-3-80(b)(1), the prohibition on loitering for the purpose of begging.

Councilor Elliott moved to approve Ordinance No. 20, series of 2016 as presented and order it to be published as required by Charter; seconded by Councilor Pruett.

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

### **CONSIDER DESIGNATION AND BULK SALE OF SURPLUS VIDEO EQUIPMENT**

City Manager Matt Sturgeon noted staff is requesting used analog video equipment from Rifle Community TV be designated as surplus by City Council. Section 4-3-130 of the Rifle Municipal Code requires surplus be sold at auction. Staff is requesting Council waive this requirement and allow the surplus to be sold to the Town of Silt for the amount of \$3,906.

Councilor Green moved to approve the designation and bulk sale of surplus video equipment; seconded by Councilor Hamilton.

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

### **CONSIDER APPROVING FINAL PLAT OF MCLEARN ORCHARDS LOT 7A MINOR SUBDIVISION, RESOLUTION No. 18 SERIES OF 2016**

Planning Director Nathan Lindquist explained the City received an application to subdivide Lot 7A of McLearn Orchard Lands located on 10<sup>th</sup> Street South into 4 lots. The Property contains 4 separate buildings and subdividing the property for each building to be on a separate lot is the main purpose for the application. The Planning Commission and staff recommended approval of the minor subdivision.

Tom Hewart representative of Empty Enterprises, LLC presented details of application.

Councilor Pruett moved to approve Resolution No. 18, Series of 2016; seconded by Councilor Clifton.

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

### **CONSIDER AMENDING RIFLE MUNICIPAL CODE GEOGRAPHIC AND DESIGN CRITERIA FOR WIND LOAD STANDARD - ORDINANCE NO. 21, SERIES OF 2016 – FIRST READING**

#### AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 18-2-30 OF THE OF THE RIFLE MUNICIPAL CODE PERTAINING TO CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA IN THE INTERNATIONAL BUILDING CODE.

Planning Director Nathan Lindquist stated Staff's review of Chapter 18 (Building Regulations) of the City Code identified a provision that can lead to unnecessarily high building costs in the City. Under that section, the Code requires structural design criteria to meet or exceed assumed wind speeds of 90 miles per hour. However, the criteria fails to account for wind exposure in design standards, thereby treating a home built in an open field on top of the mesa the same as a home built in a dense residential subdivision. To rectify this oversight, City Staff has recommended a text amendment to Section 18-2-30, to allow the City's building official to determine the appropriate wind exposure level.

Councilor Clifton moved to approve Ordinance No. 21, Series of 2016 as presented and order the ordinance to be published as required by Charter; seconded by Councilor Elliott.  
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler

**ADMINISTRATIVE REPORTS**

Comments were heard from Interim Chief of Police Sam Stewart.

**COMMENTS FROM MAYOR AND COUNCIL**

Comments were heard from Councilor Clifton, Councilor Elliott, Councilor Pruett, Councilor Wood, and Mayor Winkler.

Meeting adjourned at 7:42 p.m.

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Kristy Christensen  
City Clerk

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Randy Winkler  
Mayor

## RIFLE CITY COUNCIL MEETING

Wednesday, September 7, 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, Dana Wood, and Mayor Winkler.

Councilor Elliott moved to excuse from tonight's meeting Councilor Pruett; seconded by Councilor Wood.  
Roll Call: Yes – Clifton, Elliott, Hamilton, Green, 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, Parks and Recreation Director Tom Whitmore, Planning Director Nathan Lindquist, Senior Center Director Tami Sours, IT Director Mike Hall, Interim Chief of Police Sam Stewart, Cemetery Sexton Bill Tabor, Dave Bottroff, and Ryan Hoffman.

### CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the August 17, 2016 Regular Meeting
- B. Minutes from the August 10, 2016 Special Meeting
- C. *(Acting as Liquor Licensing Authority)* Liquor License Renewals: Wal Mart Stores Inc. dba Walmart #5232, Loyal Order of Moose Lodge No. 1345, Big Kids Corner Bar LLC, RCG Rifle, LLC dba Rib City Grill, GMT Investments LLC dba Black Bear Liquors
- D. Conveyance of cemetery space
- E. Approve Intergovernmental Agreement renewal for General Maintenance Worker Service (Senior Center/Rifle Housing Auth.)
- F. Authorize the City Manager to submit and Energy and Mineral Impact Assistance Fund Grant Application – Resolution No. 17, Series of 2016
- G. Accounts Payable

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

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

### CITIZEN COMMENTS

Citizen comments were heard from Dave Bottroff from Reach-Out Colorado, Inc.

### RECOGNITION OF BILL TABOR FOR HIS SERVICE TO THE CITY OF RIFLE

Parks and Recreation Director Tom Whitmore presented a plaque to Bill Tabor and recognized him for his service to the City of Rifle and the community.

### CONSIDER INTERGOVERNMENTAL AGREEMENT FOR CONGREGATE MEAL/NUTRITION PROGRAM

*Rifle City Council Meeting, September 7, 2016*

Senior Center Director Tami Sours stated the Inter-Governmental Agreement (IGA) with Garfield County defines the responsibilities of the City of Rifle and Garfield County as it relates to providing congregate meal service for seniors in Parachute, Rifle, Silt and New Castle. The IGA runs from July 1, 2016 – June 30, 2017 and outlines the reimbursement obligation of Garfield County for food preparation services provided by the Rifle Senior Center. Meals are reimbursed at the amount of \$6.25 per unit with a maximum annual reimbursement amount to \$100,000. The preparation of meals currently costs \$9.87.

Council expressed their concern with the reimbursement cost of \$6.25 for each meal being less than the cost to prepare the meals of \$9.87, so the City is currently subsidizing the other municipalities.

Councilor Elliott moved to approve the Intergovernmental Agreement for Congregate Meal/Nutrition Program as amended to terminate on December 31, 2016; seconded by Councilor Clifton.

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

### **HUBBARD MESA BLM MANAGEMENT**

Councilor Elliott and Councilor Green gave an update on the management of Hubbard Mesa by the Bureau of Land Management. They presented a chronology on meetings with the Bureau of Land Management and the Board of County Commissioners and the potential outcomes of those meetings including signage, cleanups, moving hiking and biking trails, and enforcement. The Councilors also discussed their desire for a new shooting range owned by the City of Rifle.

### **ADMINISTRATIVE REPORTS**

Kristy Christensen reminded Council the Colorado Municipal League (CML) District 11 meeting is September 14<sup>th</sup> at 4:00.

City Manager Matt Sturgeon reported on the following items: East 8<sup>th</sup> Street repaving and the waterline service repair on East 4<sup>th</sup> Street.

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

Comments were heard from Councilor Hamilton, Councilor Clifton, Councilor Wood, and Mayor Winkler.

Meeting adjourned at 8:05 p.m.

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Kristy Christensen  
City Clerk

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Randy Winkler  
Mayor



**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, September 29, 2016

**Subject:** Liquor License Renewal

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

<u>Business Name/Address</u>	<u>Type of License</u>
Box I Inc dba Jon's Liquors 401 West 2 <sup>nd</sup> Street Rifle, Co 81650	Liquor Store
Lilly's kitchen Corporation dba Lilly's Kitchen 232 West 3 <sup>rd</sup> St Rifle, CO 81650	Hotel & Restaurant
BPOE LODGE dba Rifle Lodge No. 2195 501 W 5 <sup>th</sup> St Rifle, CO 81650	Club License

These criteria have been met by Box I Inc., dba Jon's Liquors:

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

I recommend approval of this renewal application.

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

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

JONS LIQUORS  
 401 W SECOND ST  
 RIFLE CO 81650-2803

**RECEIVED**

SEP 10 2016

City of Rifle  
 Clerk's Office

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name BOX I INC		DBA JONS LIQUORS		
Liquor License # 04750750000	License Type Liquor Store (city)	Sales Tax License # 04750750000	Expiration Date 12/01/2016	Due Date 10/17/2016
Operating Manager Shona Hoffmeister	Date of Birth	Home Address		
Manager Phone Number	Email Address jonsliquors@live.com			
Street Address 401 W SECOND ST RIFLE CO 81650-2803				Phone Number 970-203-6252
Mailing Address 401 W SECOND ST RIFLE CO 81650-2803				

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business Shona Hoffmeister	Title Sec/Clk
Signature <i>[Signature]</i>	Date 8/8/16

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest

Name of Establishment: Jons Li Quors

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Kristina Harris	Serve Safe	8/30/2019
Shona Hoffmeister	TIPS	9/16/2016
Kira Hunter	Serve Safe	8/30/2019
Ashley Thompson	Serve Safe	8/30/2019
Debbie Zemlock	Serve Safe	8/30/2019
Kim Allen	TIPS	9/16/2016

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur
Sophia Concannon	no	9/9/16	Oct 2016

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

Christina Harris  
Applicant

9/12/16  
Date

*Attach additional sheets if necessary. Return this form with your Application.*

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

**RECEIVED**

LILLY'S KITCHEN  
 232 WEST 3RD STREET  
 RIFLE CO 81650

SEP 02 2016

LIQUOR ENF. DIVISION

SEP 13 2016

CHK# 2534

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>LILLY'S KITCHEN CORPORATION</b>		DBA <b>LILLY'S KITCHEN</b>		
Liquor License # <b>4705399</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>30423836</b>	Expiration Date <b>10/15/2016</b>	Due Date <b>08/31/2016</b>
Operating Manager <b>Alvaro Hernandez</b>		Home Address		
Manager Phone Number		Email Address <b>lillyskitchen07@yahoo.com</b>		
Street Address <b>232 WEST 3RD STREET RIFLE CO 81650</b>				Phone Number <b>9706250165</b>
Mailing Address <b>232 WEST 3RD STREET RIFLE CO 81650</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 8/1/2021
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Alvaro Hernandez</b>	Title <b>President.</b>
Signature <b>ALVARO H.</b>	Date <b>8/4/16</b>

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

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

Local Licensing Authority For		Date
Signature	Title	Attest

Name of Establishment: Lilly's Kitchen

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Miriam Carballo	ServSafe	8/12/18
Ana Hernandez	ServSafe	8/12/18
Alvaro Hernandez	ServSafe	8/12/18
Tanya Baca	ServSafe	4/29/17
Cindy Campos	ServSafe	8/20/18

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur
Jaimie Baca		7/16	10/11/16

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

Alvaro H  
Applicant

9/13/16  
Date

*Attach additional sheets if necessary. Return this form with your Application.*



## COLORADO

### Department of Revenue

Enforcement Division - Liquor & Tobacco

Physical Address:  
1881 Pierce Street  
Lakewood, CO 80214

Mailing Address:  
P.O. Box 173350  
Denver, CO 80217-3350

September 2, 2016

LILLY'S KITCHEN CORPORATION  
232 WEST 3<sup>RD</sup> STREET  
RIFLE, CO., 81650  
LICENSE #4705399

Dear Licensee:

We are returning your Renewal Application; it cannot be filed as submitted for the following reason(s):

### **APPLICATION NOT APPROVED BY LOCAL AUTHORITY**

### **MANAGER NAME, ADDRESS, PHONE NUMBER MISSING**

Please submit application to the licensing authority in your city or county for approval. Any state fees submitted will be applied to your renewal and do not need to be sent in again. If you have any questions, please contact our office at (303) 205-2300.

Sincerely,

*Michelle A. Tellez*

Michelle A. Tellez  
Liquor Enforcement Division  
Colorado Department of Revenue

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

RIFLE LODGE NO 2195  
 PO BOX 1229  
 RIFLE CO 81650-1229

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

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>BPOE LODGE</b>		DBA <b>RIFLE LODGE NO 2195</b>		
Liquor License # <b>04093570002</b>	License Type Club License (city)	Sales Tax License # <b>04093570002</b>	Expiration Date <b>12/31/2016</b>	Due Date <b>11/16/2016</b>
Operating Manager	Date of Birth	Home Address		
Manager Phone Number		Email Address		
Street Address <b>501 W 5TH ST RIFLE CO 81650-2823</b>				Phone Number <b>970-625-2195</b>
Mailing Address <b>PO BOX 1229 RIFLE CO 81650-1229</b>				

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Judi Brown</b>	Title <b>Manager</b>
Signature <i>Judi Brown</i>	Date <b>9/15/14</b>

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest

# FAX COVER SHEET

**From:**

**To:** TERRI

**Date:** 9/27/2016 2:05:48 PM

**Subject:**

**Pages:** 1

**Message:**

HI TERRI THIS INVOICE WAS PARTIALLY PAID 3.98  
WAS PAID CK #71187 ON 9/23/16  
THANKS TERRY



Basalt \* P.O. Box 1579 Basalt, CO 81621  
 Phone 970-927-3146 \* Fax 970-927-3706  
 Rifle \* P.O. Box 1387 Rifle, CO 81650  
 Phone 970-625-9663 \* Fax 970-625-9233

**SOLD TO**  
 CITY OF RIFLE  
 P.O. BOX 1908  
 RIFLE, CO 81650

**SHIP TO**  
 CITY OF RIFLE  
 P.O. BOX 1908  
 RIFLE, CO 81650

ACCOUNT #	CUSTOMER P.O.#	TERMS	ORDER #	ORDER DATE	SLSM	INVOICE #	INVOICE DATE
C5130	STREETS	NET 10TH PROX	92477	09/09/16	4	28051	09/09/16

ORDERED	BACK ORDERED	SHIPPED		DESCRIPTION	U/M	U/PRICE	AMOUNT
1	0	1	EA	CASCADE GEL DISHWASHER SOAP 1214063		4.990	4.99*
2	0	2	EA	SOFTSOAP ALOE VERA 91651		1.990	3.98*

SEP 13, 2016 14:57:39	OT: BS 0/ 2	FILLED BY	CHK'D BY	SEPD. BY	MERCHANDISE	8.97
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05 *****	SHIP VIA	OTHER	0.00
* INVOICE *	RECEIVED BY		
*****			

A SERVICE CHARGE OF 2% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS WHICH IS A RATE OF 24% ANNUALLY. ACCOUNT REFERRED TO COLLECTION FOR ANY AMOUNT BY AN ATTORNEY, BY SUIT OR OTHERWISE, SHALL ENTITLE SELLER TO A REASONABLE ATTORNEY'S FEE.

TAX	0.00*
FREIGHT	0.00
TOTAL	8.97

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 20  
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING  
CHAPTER 10 OF THE RIFLE MUNICIPAL CODE REGARDING  
LOITERING FOR THE PURPOSE OF BEGGING.

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

WHEREAS, recent legal precedent, including that established by the United States District Court for the District of Colorado in *Browne v. City of Grand Junction*, now draws into question the validity of the City’s anti-loitering for the purpose of begging ordinance; and

WHEREAS, the City Council for the City of Rifle, Colorado desires to amend Section 10-3-80 of the City Code to align with the most recent legal precedent now available.

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

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

2. Section 10-3-80 of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~.

**Sec. 10-3-80. - Loitering.**

(a) The word *loiter* means to be dilatory, to stand idly around, to linger, delay or wander about, or to remain, abide or tarry in a public place.

(b) A person commits a Class C municipal offense if he or she knowingly:

~~(1) Loiters for the purpose of begging;~~

(2) Loiters for the purpose of unlawful gambling with cards, dice or other gambling paraphernalia;

(3) Loiters for the purpose of engaging or soliciting another person to engage in prostitution or deviate sexual intercourse;

(4) With intent to interfere with or disrupt the school program or with intent to interfere with or endanger schoolchildren, loiters in or upon a school building or on school grounds or within one hundred (100) feet of school grounds when persons under

the age of eighteen (18) are present in the building or on the grounds, not having any reason or relationship involving custody of, or responsibility for a pupil or any other specific legitimate reason for being there, and having been asked to leave by a school administrator or his or her representative or by a peace officer; or

(~~5~~4) Loiters with one (1) or more persons for the purpose of unlawfully using or possessing a controlled substance, as defined in Section 10-8-10 of this Chapter.

(c) It shall be an affirmative defense that the defendant's acts were lawful and he or she was exercising his or her rights of lawful assembly as part of a peaceful and orderly petition for the redress of grievances, either in the course of labor disputes or otherwise.

3. 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.

4. 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.

INTRODUCED on September 21, 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 October 5, 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

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 21  
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
SECTION 18-2-30 OF THE OF THE RIFLE MUNICIPAL CODE  
PERTAINING TO CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA IN  
THE INTERNATIONAL BUILDING CODE.

WHEREAS, the City of Rifle (“Rifle” or the “City”) has adopted the *International Building Code*, 2009 edition, and the commentary and appendices thereto, pursuant to Section 18-2-10 of the Rifle Municipal Code; and

WHEREAS, Table R301.2(1) of the *International Building Code* addressing climactic and geographic design criteria has been amended by Section 18-2-30 of the Rifle Municipal Code to require wind speed design criteria for an assumed wind speed of 90 miles per hour; and

WHEREAS, the wind speed design criteria previously adopted fails to address the wind exposure factor as a relevant component of building design criteria; and

WHEREAS, the Rifle City Council finds and believes that local building costs can be adversely affected due to the increased structural requirements made necessary due to the failure to take into account the wind exposure factor; and

WHEREAS, the City Council desires to amend Section 18-2-30 of the Rifle Municipal Code to incorporate the wind exposure factor into design criteria.

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

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

Section 2. Section 18-2-30 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added.

**Sec. 18-2-30. – Amendments.**

The *International Building Code*, 2009 edition, is amended as follows:

\*\*\*\*\*

(3) Section 1608.2 is amended to read as follows:

**"1608.2 Ground snow loads.** The minimum ground snow load for buildings or structures within the City of Rifle shall be forty (40) pounds per square foot ('psf'). Potential accumulation of snow at valleys, parapets, roof structures and offsets of roofs in uneven configuration shall be considered. The following criteria for climatic

and geographic design shall apply, as may be amended by resolution of the City Council:

TABLE R301.2(1)  
 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed (mph) *	Seismic Design Category	Subject to Damage From				Winter Design Temp	Ice Shield Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termites	Decay					
40 psf	90 mph	C	Severe	36"	Slight/mod	Slight	-2 F	Yes	Yes/10-15-85	2500	48 F

\* WIND EXPOSURE. The wind exposure for the City of Rifle shall be a minimum of an Exposure “B” for general areas. In more extreme conditions Exposure “C” criteria shall be used. The Building Official shall determine the appropriate exposure level based on the exposure categories defined in Section R301.2.1.4 and the surface roughness categories defined in Section 1609.4.2 of the *International Building Code, 2009 Edition.*

\*\*\*\*\*

INTRODUCED on September 21, 2016, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on October 5, 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

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	RI46862	DINGO ROCK RAKE	09/22/2016	75.00	.00	
	SI93926	CUT CORD LONG	09/16/2016	17.91	.00	
Total 1003:				92.91	.00	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	47596	PUMPED GREASE TRAP	08/30/2016	400.00	.00	
	47729	LYONS POND-REPAIR	09/07/2016	99.00	.00	
Total 1009:				499.00	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	25427	SUPPLIES/	07/12/2016	13.97	13.97	09/23/2016
	25497	SUPPLIES/	07/13/2016	27.48	27.48	09/23/2016
	25690	SUPPLIES/	07/18/2016	49.99	49.99	09/23/2016
	26101	SUPPLIES/	07/27/2016	27.98	27.98	09/23/2016
	26109	SUPPLIES/	07/27/2016	29.99	29.99	09/23/2016
	26351	SUPPLIES/	08/02/2016	12.84	12.84	09/23/2016
	26397	SUPPLIES/	08/03/2016	35.98	35.98	09/23/2016
	26478	SUPPLIES/	08/04/2016	19.96	19.96	09/23/2016
	26545	SUPPLIES/	08/05/2016	26.97	26.97	09/23/2016
	26597	SUPPLIES/	08/08/2016	37.71	37.71	09/23/2016
	26807	SUPPLIES/	08/11/2016	2.49	2.49	09/23/2016
	27069	SUPPLIES/	08/17/2016	3.26	3.26	09/23/2016
	27319	IRRIGATING SHOVEL	08/23/2016	129.98	.00	
	27357	SUPPLIES/	08/23/2016	29.44	.00	
	27380	BULK SHRINK WRAP	08/24/2016	16.99	.00	
	27631	WARNING FENCE	08/30/2016	102.93	.00	
	27638 083106	CONCRETE MIX	08/30/2016	110.76	.00	
	27645	SUPPLIES/	08/30/2016	53.63	.00	
	27666	HEX NUT	08/30/2016	5.65	.00	
	27697	SUPPLIES/	08/31/2016	31.32	.00	
	27884	SUPPLIES/	09/06/2016	20.88	.00	
	27940	GORILLA DUCT TAPE	09/07/2016	29.97	.00	
	28064	PRESSURE MASTER HOSE	09/10/2016	54.98	.00	
	28174	SUPPLIES/	09/13/2016	7.99	.00	
	28181	SUPPLIES/	09/14/2016	195.00	.00	
	28186	SUPPLIES/	09/14/2016	53.55	.00	
	28198	SUPPLIES/	09/14/2016	20.94	.00	
	28215	SUPPLIES/	09/14/2016	3.57	.00	
	28216	SUPPLIES/	09/14/2016	8.99	.00	
	28218	TARP	09/14/2016	8.99	.00	
	28246	SUPPLIES/	09/14/2016	43.73	.00	
	28278 091516	SUPPLIES/	09/15/2016	29.94	.00	
	28293	SUPPLIES/	09/15/2016	12.87	.00	
	28433	SUPPLIES/	09/20/2016	86.69	.00	
	28470	CONCRETE MIX	09/20/2016	26.10	.00	
	28489	SUPPLIES/	09/21/2016	24.15	.00	
	28494	SUPPLIES/	09/21/2016	18.01	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	28562	BATTERY	09/22/2016	30.97	.00	
	28675	CONSTRUCTION FIR	09/26/2016	98.37	.00	
Total 1018:				1,545.01	288.62	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	5017059	BUCKLE ASY	09/20/2016	192.56	.00	
Total 1055:				192.56	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-586234	24 HR TIMER SWITCH	09/08/2016	212.32	.00	
	4983-586257	COMP FLUOR LAMP	09/08/2016	225.04	.00	
	4983-586374	TWIN FLRLMP	09/12/2016	131.60	.00	
Total 1059:				568.96	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	206413	CHLORINE TABS	08/23/2016	208.00	.00	
	206727	CHLORINE TABS	08/30/2016	82.00	.00	
	206753	TURNED EYE BOLT	08/30/2016	87.60	.00	
Total 1065:				377.60	.00	
<b>1083</b>						
<b>Youth Zone</b>						
	08302016	ASSES & RECOMM/EDMOND/C	08/31/2016	500.00	500.00	09/23/2016
Total 1083:				500.00	500.00	
<b>1087</b>						
<b>Grainger</b>						
	9167011379	SUPPLIES	07/14/2016	157.20	157.20	09/23/2016
	9167011387	SUPPLIES	07/14/2016	118.70	118.70	09/23/2016
	9217914473	RIGID CELL FILTER	09/07/2016	496.32	.00	
	9225817247	STRUT CLAMP	09/15/2016	3.83	.00	
Total 1087:				776.05	275.90	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	2006245	CORRAL POLES	08/19/2016	24.00	.00	
Total 1094:				24.00	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	1497	1354-R KNOLLRIDGE EAST	09/07/2016	57.00	57.00	09/23/2016
	1498	197 R1A GENERAL	09/07/2016	5,729.00	5,729.00	09/23/2016
	1499	557-R2 WATER RIGHTS	09/07/2016	2,664.00	2,664.00	09/23/2016
	1500	604 R1B PLANNING	09/07/2016	3,120.50	3,120.50	09/23/2016
	1501	6074 R 3 377-SULLIVAN TEX AM	09/07/2016	152.00	152.00	09/23/2016
	1502	6128 R3 378 RRV MINOR SUBDI	09/07/2016	1,026.00	1,026.00	09/23/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1100:				12,748.50	12,748.50	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50200510	DAIRY PRODUCTS/SENIOR CT	09/15/2016	52.58	.00	
	50228422	DAIRY PRODUCTS/SENIOR CT	09/08/2016	99.49	.00	
	835892	DAIRY PRODUCTS/POOL	09/08/2016	11.16	.00	
Total 1105:				163.23	.00	
<b>1110</b>						
<b>YOUR PARTS HAUS CORP</b>						
	439445	BULBS	09/01/2016	19.90	.00	
	440704	CORE DEPOSIT	09/13/2016	60.50-	.00	
	440903	BATTERY	09/15/2016	131.64	.00	
	441006	LITERAGS	09/15/2016	47.48	.00	
Total 1110:				138.52	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-42764	FAST WIPES BUCKET	09/16/2016	24.39	.00	
Total 1118:				24.39	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	516303929	105 E CENTENNIAL PKWY	09/13/2016	13,416.69	13,416.69	09/23/2016
Total 1120:				13,416.69	13,416.69	
<b>1132</b>						
<b>Rifle Lock &amp; Safe, LLC</b>						
	34437	KEYS	08/13/2016	6.00	.00	
Total 1132:				6.00	.00	
<b>1134</b>						
<b>Rifle City Petty Cash</b>						
	092016	PETTY CASH REIMBURSEMEN	09/20/2016	40.77	40.77	09/23/2016
Total 1134:				40.77	40.77	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	IN52060	CONTRACT BASE CHARGE	09/19/2016	342.60	.00	
Total 1191:				342.60	.00	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	01-36379	REPAIR UNIT 1761 MODEL F114	08/31/2016	959.94	.00	
	01-36945	REPAIR	09/21/2016	163.00	.00	
Total 1249:				1,122.94	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	16784	341-1.10 BEAVER CREEK RAW	08/31/2016	120.00	.00	
	16785	341-13.7 PIONEER DITCH	08/31/2016	160.00	.00	
Total 1256:				280.00	.00	
<b>1258</b>						
<b>Hach Company</b>						
	10102975	REAGENT CHLORINE FREE	09/12/2016	427.43	.00	
Total 1258:				427.43	.00	
<b>1297</b>						
<b>Western Slope Trailer Sales</b>						
	53444	TAB LOCK PIN	09/14/2016	20.50	.00	
	53531	VENT LID REPLACEMENT	09/21/2016	25.00	.00	
Total 1297:				45.50	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3418945	SUPPLIES	09/02/2016	9.00	.00	
	3420762	SUPPLIES	09/09/2016	1,184.76	.00	
	3421495	SUPPLIES	09/12/2016	91.30	.00	
	3424564	SUPPLIES	09/21/2016	526.00	.00	
	3424592	SUPPLIES	09/21/2016	146.67	.00	
	3424597	SUPPLIES	09/21/2016	1,051.61	.00	
	3424598	SUPPLIES	09/21/2016	56.43	.00	
	3424599	SUPPLIES	09/21/2016	2,087.02	.00	
	3424600	SUPPLIES	09/21/2016	418.35	.00	
Total 1339:				5,571.14	.00	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	G42216	MONTHLY RENTAL PANELS	09/07/2016	175.00	.00	
Total 1437:				175.00	.00	
<b>1558</b>						
<b>All-Phase Electric Supply Co I</b>						
	2675-461406	LAMP	09/07/2016	77.25	.00	
	2675-462211	supplies	09/15/2016	32.98	.00	
Total 1558:				110.23	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	1138976	ROCK WASHED	09/09/2016	459.79	.00	
	1139004	ROCK WASHED	09/09/2016	711.73	.00	
	1139010	ROCK WASHED	09/09/2016	213.99	.00	
Total 1734:				1,385.51	.00	
<b>1893</b>						
<b>K-d Flags</b>						
	27950	PLATED ZINC SWIVEL SNAP	09/01/2016	12.40	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1893:				12.40	.00	
<b>2054</b>						
<b>Sirchie Finger Print Lab., Inc</b>						
	0268780-IN	SUPPLIES	08/31/2016	76.76	.00	
Total 2054:				76.76	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	FHQ4730	PATCH PANEL	09/12/2016	88.51	.00	
	FJB0057	PATCH PANEL	09/14/2016	337.86	.00	
Total 2139:				426.37	.00	
<b>2208</b>						
<b>Amerigas</b>						
	803007665	PROPANE	08/31/2016	22.50	22.50	09/23/2016
Total 2208:				22.50	22.50	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	10158SO	REPAIR	09/21/2016	190.00	.00	
	2526MON	4TH QTR MONITORING	09/01/2016	162.00	.00	
	2529MON	4TH QTR MONITORING	09/01/2016	81.00	.00	
Total 2235:				433.00	.00	
<b>2469</b>						
<b>Pinnacol Assurance</b>						
	18228644	WORKER'S COMP	09/06/2016	1,845.99	1,845.99	09/23/2016
Total 2469:				1,845.99	1,845.99	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0593538-002	supplies	09/16/2016	231.98	.00	
Total 2573:				231.98	.00	
<b>2960</b>						
<b>Walmart Community</b>						
	013505	SUPPLIES	09/13/2016	55.67	55.67	09/23/2016
	020671	SUPPLIES	09/20/2016	46.62	46.62	09/23/2016
Total 2960:				102.29	102.29	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	006957	SUPPLIES	09/12/2016	205.02	205.02	09/23/2016
	242611	FOOD SUPPLIES	09/16/2016	2.19	2.19	09/23/2016
Total 3015:				207.21	207.21	
<b>3083</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ALSCO</b>						
	1830454	CARGO PANTS	09/13/2016	8.80	.00	
	1830455	LAUNDRY/senior center	09/13/2016	99.88	.00	
	1833407	LAUNDRY	09/20/2016	30.34	.00	
	1833408	UNIFORMS	09/20/2016	8.80	.00	
	1836262	SUPPLIES	09/27/2016	30.34	.00	
Total 3083:				178.16	.00	
<b>3088</b>						
<b>Enviro Tech Services Inc</b>						
	CD201620148	Ice Slicer RS	09/09/2016	2,694.39	.00	
	CD201620265	Ice Slicer RS	09/12/2016	2,510.56	.00	
	CD201620266	Ice Slicer RS	09/13/2016	2,688.29	.00	
	CD201620291	Ice Slicer RS	09/14/2016	2,797.98	.00	
	CD201620294	Ice Slicer RS	09/15/2016	2,444.55	.00	
Total 3088:				13,135.77	.00	
<b>3654</b>						
<b>Mark Briels Electric Inc</b>						
	5249	REPAIR CONTROL WIRES	09/23/2016	150.00	.00	
Total 3654:				150.00	.00	
<b>3723</b>						
<b>Flint Trading Inc</b>						
	201932	SUPPLIES	09/12/2016	2,117.48	.00	
Total 3723:				2,117.48	.00	
<b>4021</b>						
<b>Rifle Equipment Inc</b>						
	RI008184	VACUUM EXCAVATOR	08/24/2016	253.50	.00	
	RI008266	BOOMLIFT 60 DIESEL	09/16/2016	620.00	.00	
Total 4021:				873.50	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BARTH 09111	CERTIFICATE DAMAGED LAND	09/11/2016	70.00	70.00	09/23/2016
	BULLEN 09111	MEETING COE WORSHOP	09/11/2016	382.99	382.99	09/23/2016
	BURNS 09111	INTERNATIONAL FEE	09/11/2016	537.33	537.33	09/23/2016
	CHRISTENSE	CGFOA CONFERENCE	09/11/2016	518.22	518.22	09/23/2016
	EDGETON 091	STAFF LUNCH	09/11/2016	158.47	158.47	09/23/2016
	GALLEGOS 09	MEETINGS LUNCH	09/11/2016	370.08	370.08	09/23/2016
	HADLEY 0911	LATE FEE CREDIT NEXT STMT	09/11/2016	37.82	37.82	09/23/2016
	HALL 091116	CYBER POWER UPS	09/11/2016	4,159.76	4,159.76	09/23/2016
	HOGAN 09111	LATE FEE CREDIT NEXT STMT	09/11/2016	30.43	30.43	09/23/2016
	JAMES 091116	TRAINING/	09/11/2016	63.72	63.72	09/23/2016
	MCCONNELL	KUM GO REBATE	09/11/2016	195.21	195.21	09/23/2016
	MILLER 09111	WORK SHOES	09/11/2016	69.96	69.96	09/23/2016
	NEELY 091116	LATE FEE CREDIT NEXT STMT	09/11/2016	30.87	30.87	09/23/2016
	STURGEON 0	MEETINGS	09/11/2016	47.10	47.10	09/23/2016
	STURGEON 0	CONFERENCING	09/11/2016	48.77	48.77	09/23/2016
	VAUGHAN 091	WEBTIMECLOCK SUBSCRIPTIO	09/11/2016	208.05	208.05	09/23/2016
	WHITMORE 09	BATTERIES MICROPHONES	09/11/2016	1,787.65	1,787.65	09/23/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4240:				8,716.43	8,716.43	
<b>4261</b>						
<b>All Water Supply LLC</b>						
	4003	DIAPHRAGM	09/13/2016	76.12	.00	
Total 4261:				76.12	.00	
<b>4406</b>						
<b>Rifle Creek Stone Inc</b>						
	41471	SPEVERE SOCCER FIELD	08/26/2016	63.43	.00	
Total 4406:				63.43	.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	145258	SYS INSP MAIN SPK	09/14/2016	350.00	.00	
	145439	SYS INSP MAINT SPK	09/14/2016	350.00	.00	
Total 4701:				700.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-4396972	STANDARD RESTROOMS	08/30/2016	39.20	.00	
	114-4396973	STANDARD RESTROOMS	08/30/2016	90.00	.00	
	114-4415448	ROLLOFF 20 YD	08/31/2016	4,165.89	.00	
	114-4415466	STANDARD RESTROOMS	08/31/2016	798.00	.00	
	114-4415467	STANDARD RESTROOM JOYCE	08/31/2016	63.00	.00	
	114-4415468	STANDARD RESTROOMS	08/31/2016	199.50	.00	
	114-4415469	STANDARD RESTROOM CENTE	08/31/2016	798.00	.00	
	114-4415470	STANDARD RESTROOMS	08/31/2016	273.00	.00	
	114-4415472	STANDARD RESTROOMS	08/31/2016	355.00	.00	
	114-4415492	STANDARD RESTROOM DAVID	08/31/2016	199.50	.00	
	114-4415493	STANDARD RESTROOM HEINZ	08/31/2016	63.00	.00	
	114-4415494	STANDARD RESTROOMS	08/31/2016	63.00	.00	
	114-4415504	STANDARD RESTROOMS	08/31/2016	273.00	.00	
	114-4415505	STANDARD RESTROOMS	08/31/2016	409.50	.00	
	114-4415506	STANDARD RESTROOMS	08/31/2016	136.50	.00	
	114-4415507	STANDARD RESTROOMS	08/31/2016	136.50	.00	
	114-4415508	STANDARD RESTROOMS	08/31/2016	136.50	.00	
	114-4415509	STANDARD RESTROOMS	08/31/2016	136.50	.00	
	114-4415510	STANDARD RESTROOMS	08/31/2016	273.00	.00	
	114-4415511	STANDARD RESTROOMS	08/31/2016	136.50	.00	
	114-4415523	STANDARD RESTROOMS	08/31/2016	98.75	.00	
	114-4415525	HOST CABIN ROLL OFF	08/31/2016	265.00	.00	
	114-4415526	RIFLE CREEK ROLL OFF	08/31/2016	265.00	.00	
Total 4811:				9,373.84	.00	
<b>5079</b>						
<b>BADGER DAYLIGHTING CORP</b>						
	AR00112178	HYDROVAC	09/14/2016	4,455.00	.00	
Total 5079:				4,455.00	.00	
<b>5234</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SUMMIT SWEEPING SERVICE, LLC</b>						
	6867	PARKING LOT	09/01/2016	210.00	.00	
Total 5234:				210.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	79050	SUPPLIES	09/07/2016	661.80	.00	
	79192	SUPPLIES	09/19/2016	49.86	.00	
Total 5253:				711.66	.00	
<b>5518</b>						
<b>CURRENT SOLUTIONS</b>						
	6736	REPAIR AV MIXER	09/06/2016	415.55	.00	
Total 5518:				415.55	.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G608066788	ROAD MATERIALS	08/31/2016	395.00	.00	
Total 5548:				395.00	.00	
<b>5681</b>						
<b>DAGO UNDERGROUND, INC</b>						
	00004880	WAMSLEY PROJECT	09/05/2016	1,300.00	.00	
Total 5681:				1,300.00	.00	
<b>5849</b>						
<b>NUTECH SPECIALTIES, INC</b>						
	151156	LITHIUM GREASE	09/16/2016	199.72	.00	
Total 5849:				199.72	.00	
<b>5875</b>						
<b>CUMMINS ROCKY MOUNTAIN</b>						
	003-674	CAP PRESSURE	09/12/2016	59.74	.00	
Total 5875:				59.74	.00	
<b>6119</b>						
<b>Garfield County Treasurer</b>						
	2016-11	MOSQUITO PROGRAM 2016	09/19/2016	17,750.00	17,750.00	09/23/2016
Total 6119:				17,750.00	17,750.00	
<b>6126</b>						
<b>New Ute Theater Society</b>						
	3	CONCERT	09/19/2016	2,159.75	2,159.75	09/23/2016
Total 6126:				2,159.75	2,159.75	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	23443	SUPPLIES	07/06/2016	156.80	156.80	09/23/2016
	23800	SUPPLIES	09/16/2016	78.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	23803	SUPPLIES	09/19/2016	203.44	.00	
Total 6137:				438.24	156.80	
<b>6161</b>						
<b>Ewing Irrigation Products</b>						
	2168051	PAINT	09/13/2016	522.53	.00	
Total 6161:				522.53	.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	314-00009-000	ADVERTISEMENT	08/28/2016	960.00	960.00	09/23/2016
Total 6195:				960.00	960.00	
<b>6248</b>						
<b>Colorado River Engineering, Inc.</b>						
	10853	12TH STREET SIDEWALK	08/10/2016	3,543.75	.00	
Total 6248:				3,543.75	.00	
<b>6280</b>						
<b>NEOPOST USA</b>						
	54207289	POSTAGE RENTAL	09/10/2016	194.85	194.85	09/23/2016
Total 6280:				194.85	194.85	
<b>6316</b>						
<b>SD HAULING COMPANY</b>						
	2016-07-001	HAUL CAT	07/31/2016	810.00	810.00	09/23/2016
Total 6316:				810.00	810.00	
<b>6357</b>						
<b>FIRST STRING</b>						
	8006	SUPPLIES	09/05/2016	828.75	.00	
Total 6357:				828.75	.00	
<b>6620</b>						
<b>625-WATER (9283)</b>						
	21808	BOTTLED WATER	09/21/2016	14.40	14.40	09/23/2016
	21813	BOTTLED WATER	09/21/2016	14.40	14.40	09/23/2016
	22839	BOTTLED WATER	09/14/2016	14.40	14.40	09/23/2016
Total 6620:				43.20	43.20	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0035128-IN	BOLT	09/13/2016	111.47	.00	
	0035194-CM	BOLTS	09/15/2016	100.00-	.00	
Total 6643:				11.47	.00	
<b>6678</b>						
<b>AARON'S HEATING &amp; COOLING, INC</b>						
	1694	REPAIR	07/22/2016	1,729.60	1,729.60	09/23/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6678:				1,729.60	1,729.60	
<b>6760</b>						
<b>FLAG RESOURCES, INC</b>						
	12773	NATURAL BASE	08/31/2016	2,111.40	.00	
Total 6760:				2,111.40	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-455502	SUPPLIES	09/19/2016	84.87	.00	
Total 6790:				84.87	.00	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25310924 RI	HYDRAULIC DOSING UNIT	09/19/2016	2,975.00	.00	
Total 6831:				2,975.00	.00	
<b>6844</b>						
<b>GRASSROOTS SOD FARM</b>						
	17456	BLUEGRASS SOD	09/21/2016	122.00	.00	
Total 6844:				122.00	.00	
<b>6851</b>						
<b>JAY'S</b>						
	99EVGPJ2NQ	CML DISTRICT 11 MEETING	09/14/2016	962.00	962.00	09/23/2016
Total 6851:				962.00	962.00	
<b>7043</b>						
<b>Kumar and Associates</b>						
	174447	Drying Bed Design and Closure PI	09/27/2016	1,805.00	.00	
Total 7043:				1,805.00	.00	
<b>7073</b>						
<b>BOUNDARIES UNLIMITED INC</b>						
	2531	RIFLE W 5TH ST	09/06/2016	970.00	.00	
	2532	2nd Phase Design Services	09/06/2016	10,800.00	.00	
Total 7073:				11,770.00	.00	
<b>7107</b>						
<b>MOLTZ CONSTRUCTION INC</b>						
	090616	RWPF GMP#1 & #2	09/06/2016	1,045,375.13	1,045,375.1	09/23/2016
	091316	RIFLE 3MG WATER TANK	09/13/2016	587,789.66	587,789.66	09/23/2016
Total 7107:				1,633,164.79	1,633,164.7	
<b>7146</b>						
<b>CROP PRODUCTION SERVICES</b>						
	31233825	SPORT TURF	08/26/2016	703.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7146:				703.60	.00	
<b>7205</b>						
<b>US FOODS</b>						
	3377503	FOOD SUPPLIES	09/08/2016	423.71	.00	
	3508707	FOOD SUPPLIES	09/15/2016	644.67	.00	
Total 7205:				1,068.38	.00	
<b>7278</b>						
<b>CPS DISTRIBUTORS, INC</b>						
	2365200-00	CEMENT	08/30/2016	99.76	.00	
	2373349-00	SUPPLIES	09/13/2016	141.91	.00	
	2373857-00	SUPPLIES	09/14/2016	62.88	.00	
Total 7278:				304.55	.00	
<b>7372</b>						
<b>JAMES, DAVID</b>						
	091616	REIMBURSEMENT MEAL	09/16/2016	18.53	18.53	09/23/2016
Total 7372:				18.53	18.53	
<b>7446</b>						
<b>CDC JANITORIAL</b>						
	181488	CREDIT	08/11/2016	9.20-	.00	
	184406	SUPPLIES	09/08/2016	184.34	.00	
	185073	SUPPLIES	09/14/2016	175.23	.00	
	185074	SENSOR VACUUM	09/14/2016	994.76	.00	
	185077	SUPPLIES	09/14/2016	91.93	.00	
	880701	CREDIT	08/19/2016	49.47-	.00	
Total 7446:				1,387.59	.00	
<b>7458</b>						
<b>CITY OF RIFLE</b>						
	092616	REIMBURSE CASH DRAWER	09/26/2016	600.00	600.00	09/26/2016
Total 7458:				600.00	600.00	
<b>7459</b>						
<b>MOUNTAIN WASTE &amp; RECYCLING</b>						
	0000113568	EVENT BOXES	09/01/2016	100.00	100.00	09/23/2016
Total 7459:				100.00	100.00	
<b>7545</b>						
<b>EAGLE AUTOMATION</b>						
	INV311954	SCREWDRIVER	09/23/2016	5.26	.00	
Total 7545:				5.26	.00	
<b>7582</b>						
<b>AEI INVESTMENTS LLC</b>						
	3458101	REFUND-862 W 24TH ST	09/14/2016	76.00	76.00	09/23/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7582:				76.00	76.00	
<b>7635</b>						
<b>VAUGHAN, JAMES</b>						
	091916	TRAINING REIMBURSEMENT	09/19/2016	209.55	209.55	09/23/2016
Total 7635:				209.55	209.55	
<b>7683</b>						
<b>MARY KAY CHESLEY</b>						
	14289	TRAILER	09/06/2016	300.00	300.00	09/23/2016
Total 7683:				300.00	300.00	
<b>7685</b>						
<b>SEIBERT, AARON</b>						
	091616	PERFORMANCE	09/16/2016	350.00	350.00	09/23/2016
Total 7685:				350.00	350.00	
<b>7686</b>						
<b>BETH, SASS</b>						
	881104 091416	REFUND-246 FAIRWAY AVE	09/14/2016	275.61	275.61	09/23/2016
Total 7686:				275.61	275.61	
<b>7687</b>						
<b>BRADLEY &amp; WINETTE MOSS</b>						
	1758102	REFUND-674 MESA CT	09/14/2016	147.42	147.42	09/23/2016
Total 7687:				147.42	147.42	
<b>7688</b>						
<b>RICHARD &amp; TRACY BOYD</b>						
	2282106	REFUND-2215 UTE AVE	09/14/2016	130.00	130.00	09/23/2016
Total 7688:				130.00	130.00	
<b>7689</b>						
<b>HAZEL RUTH LAWSON</b>						
	3599102	REFUND-1695 ARABIAN AVE	09/14/2016	152.05	152.05	09/23/2016
Total 7689:				152.05	152.05	
<b>7690</b>						
<b>KORBY LANDSCAPING LLC</b>						
	23880	HD SPORT TURF	06/29/2016	1,158.00	1,158.00	09/23/2016
Total 7690:				1,158.00	1,158.00	
Grand Totals:				1,776,038.18	1,699,613.0	

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Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

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

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Report Criteria:

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

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

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

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

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

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

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

*Glenwood Springs Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
*Aspen Office\*\*\**  
323 W. Main Street, Suite 301  
Aspen, CO 81611  
*Montrose Office \*\*\**  
1544 Oxbow Drive, Suite 224  
Montrose, CO 81402

Telephone: (970) 945-2261  
Facsimile: (970) 945-7336  
[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

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

September 29, 2016

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

Re: October 5, 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 October 5, 2016 Rifle City Council Meeting.

1. Ordinance No. 20, Series of 2016 (Repealing Offense of Loitering for the Purpose of Begging). Due to recent legal case law out of Grand Junction in *Browne v. City of Grand Junction*, we have undertaken review of the City's loitering and begging General Offense in Chapter 10 of the Municipal Code. As a result of this review, it appears necessary to repeal Section 10-3-80(b)(1), the prohibition on loitering for the purpose of begging. Ordinance No. 20, Series of 2016, on second reading before you, will result in the City's loitering ordinance aligning with the best First Amendment precedent now available. Because First Amendment jurisprudence has advanced considerably in the last year, the City Staff and my firm will continue reviewing the Code for potential changes as they appear.

2. Ordinance No. 21, Series of 2016 (Building Code Amendment to incorporate Wind Exposure as a Necessary Component of Design Criteria). City Staff's review of Chapter 18 (Building Regulations) of the City Code identified a provision that can lead to unnecessarily high building costs in the City. Section 18-2-30 of the Code addresses climactic and geographic design criteria under the *International Building Code*. Under that section, the Code requires structural design criteria to meet or exceed assumed wind speeds of 90 miles per hour. However, the criteria fail to account for wind exposure in design standards, thereby treating a home built in an open field on top of the mesa the same as a home built in a dense residential subdivision. To rectify this oversight, City Staff has recommended a text amendment to Section 18-2-30, to allow the City's building official to determine the appropriate wind exposure level. Ordinance No. 21, Series of 2016 is on your consent agenda on second reading.

3. Ordinance No. 22, Series of 2016 (Disposition of Surplus Personal Property Owned

Page 2

by the City). As mentioned at your last meeting, Section 4-3-130 of City Code regarding the disposition of old and surplus personal property owned by the City is cumbersome due to the requirement that any surplus property be sold at auction, even if its value is low relative to the cost and time required to host an auction. By providing alternative methods by which the City Manager may sell or dispose of surplus personal property in Ordinance No. 22, time and money may be saved when selling lower value property. The City Manager is authorized to declare personal property surplus up to an initial purchase price of \$10,000 and dispose of it in his or her sole discretion to obtain the best value from the market considering staff resources. Property purchased for more than \$10,000 must be declared surplus by the City Council, but it can determine if those items should be sold at auction or by another method recommended by staff.

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.

**Office of the City Clerk**

202 Railroad Avenue  
Rifle, CO 81650  
Phone: 970-665-6405



**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, September 29, 2016

**Subject:** Application to Transfer Ownership of Liquor License – Rifle Tap House

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Rifle Tap House LLC dba Rifle Tap House has filed an application to transfer ownership of the Hotel and Restaurant Liquor License held by Eagle Springs Organic LLC dba Eagle Springs Meats and Farm Fresh Café at 1733 C Railroad Avenue.

The Rifle Municipal Codes Sec 6-5-80 outlines the procedures for Change of Ownership.

- Rifle Tap House LLC has filed an application with the City Clerk’s office and paid the appropriate fees.
- A background investigation was completed on the LLC Members and the Manager. The background checks revealed no arrests.

Pursuant to Section 12-47-303 (4), C.R.S. A temporary permit was issued on September 6, 2016. A temporary permit if granted, by a local licensing authority shall be issued within five working days after the receipt of such application. A temporary permit shall be valid until such time as the application to transfer ownership of the license to the applicant is granted or denied or for one hundred twenty days, whichever occurs first.

# Colorado Liquor Retail License Application

RECEIVED

SEP 02 2016

City of Rifle  
Clerk's Office

New License   
  New-Concurrent   
  Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)
- Local License Fee \$ \_\_\_\_\_

1. Applicant is applying as a/an

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	<input checked="" type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Rifle Tap House LLC	FEIN Number 81-3384330
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2a. Trade Name of Establishment (DBA) Rifle Tap House	State Sales Tax Number <u>30452434</u>	Business Telephone <u>970-625-2384</u>
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3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 1733 Railroad Ave Suite C

City Rifle	County Garfield	State CO	ZIP Code 81650
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4. Mailing Address (Number and Street) 1192 N 16th St	City or Town Silt	State CO	ZIP Code 81652
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5. Email Address  
 rifletaphouse@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Farm Fresh Cafe	Present State License Number <u>4701766</u>	Present Class of License <u>Hotel &amp; Restaurant</u>	Present Expiration Date <u>8/7/2017</u>
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License.....\$920.00	<input type="checkbox"/> Liquor Licensed Drugstore (City).....\$227.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1020.00	<input type="checkbox"/> Liquor Licensed Drugstore (County) .....\$312.50
<input checked="" type="checkbox"/> Application Fee for Transfer .....\$920.00	<input type="checkbox"/> Manager Registration - H & R.....\$75.00
<b>Section B Liquor License Fees</b>	<input type="checkbox"/> Manager Registration - Tavern.....\$75.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Master File Location Fee .....\$25.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Master File Background .....\$250.00 X _____ Total _____
<input type="checkbox"/> Arts License (City) .....\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County) .....\$308.75	<input type="checkbox"/> Optional Premises License (County).....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City) .....\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/> Club License (County) .....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County).....\$750.00	<input type="checkbox"/> Retail Liquor Store License (County).....\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00	<input type="checkbox"/> Vintners Restaurant License (City).....\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	-------------

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

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

(a) Been denied an alcohol beverage license?

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

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

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

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

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

Waiver by local ordinance?

Other: \_\_\_\_\_

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

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

Ownership  Lease  Other (Explain in Detail) \_\_\_\_\_

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

Landlord <b>Eagle Springs Crossing LLC</b>	Tenant Rifle Tap House LLC	Expires <b>8/31/2019</b>
---	-------------------------------	-----------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

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

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

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

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

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:  
Has a local ordinance or resolution authorizing optional premises been adopted?

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

15. Liquor Licensed Drug Store applicants, answer the following:  
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

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

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

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

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

(c) How long has the club been incorporated?

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

17. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:  
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

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

Last Name of Manager <b>O'Brien</b>	First Name of Manager <b>Lynn</b>	Date of Birth <b>12/17/1969</b>
--	--------------------------------------	------------------------------------

18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License	Account Number

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

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

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

Name Jennifer Knott	Home Address, City & State 1192 N 16th St Silt CO 81652	DOB 12/09/1	Position Owne	%Owned 100
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

\*\* If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20  
 \*\* Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:  
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

**Oath Of Applicant**

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

Authorized Signature 	Printed Name and Title Jennifer Knott Owner	Date 8-31-16
---	--	-----------------

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

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

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

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

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

- (Check One)
- Date of inspection or anticipated date \_\_\_\_\_
  - Will conduct inspection upon approval of state licensing authority

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

**Therefore, this application is approved.**

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

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Andria Lynn O'Brien

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

1. That the Applicant hereby acknowledges and understands that disclosure of all criminal convictions does not guarantee approval of a license, transfer, application or registration, and that final approval comes only after the City of Rifle Liquor Authority has approved the license, application, transfer or registration, which will only occur after the completion of the fingerprint/background check.

2. That any liquor license, transfer, application, or registration is approved conditionally on the grounds that the applicant has successfully completed a criminal background check conducted by the Rifle Police Department, and that this investigation discloses no prior criminal convictions which have not been previously disclosed by the applicant. Though a criminal background check may disclose no criminal convictions, this is not a guarantee that the City of Rifle Liquor Authority will approve the license, transfer, application or registration. The award of any license, transfer, application or registration is the sole responsibility of the City of Rifle Liquor Authority, and is subject to the Authority's approval upon completion of a hearing before the Authority.

3. In the event that a completed criminal background check shows that the applicant does indeed have criminal conviction(s) which have not been previously disclosed by the applicant, the applicant is aware that the conditionally approved license could be suspended or revoked by the City of Rifle Liquor Authority.

4. That in the event a prior criminal conviction, which has not been previously disclosed, is shown by the criminal background check, the applicant shall have 14 days in which to show the City and/or Licensing Authority that no conviction was entered; or that the charges were dismissed; or that some other disposition was reached which resulted in the charges or case being dismissed or the final adjudication of the charges against the applicant.

5. The City of Rifle Liquor Authority shall re-hear the original application with the new information. At the hearing, the applicant would have an opportunity to dispel or correct any criminal history relied on by the Authority. The applicant has the burden of dispelling, correcting, or providing further information regarding the applicant's criminal history. Because any approval by the City of Rifle Liquor Licensing Authority was conditional, the City of Rifle Liquor Licensing Authority shall make its decision on the license, application, transfer or registration de-novo with the additional information, but it may consider the veracity of the applicant with the omission of the information.

Andria Lynn O'Brien      8/23/16  
Applicant/Agent for Applicant      Date

FOR CITY USE ONLY:      DATE APPLICATION RECEIVED: \_\_\_\_\_

CITY OF RIFLE

FINGERPRINT, BACKGROUND CHECK & DISCLOSURE NOTICE

Applicant: Jennifer Knott

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

1. That the Applicant hereby acknowledges and understands that disclosure of all criminal convictions does not guarantee approval of a license, transfer, application or registration, and that final approval comes only after the City of Rifle Liquor Authority has approved the license, application, transfer or registration, which will only occur after the completion of the fingerprint/background check.

2. That any liquor license, transfer, application, or registration is approved conditionally on the grounds that the applicant has successfully completed a criminal background check conducted by the Rifle Police Department, and that this investigation discloses no prior criminal convictions which have not been previously disclosed by the applicant. Though a criminal background check may disclose no criminal convictions, this is not a guarantee that the City of Rifle Liquor Authority will approve the license, transfer, application or registration. The award of any license, transfer, application or registration is the sole responsibility of the City of Rifle Liquor Authority, and is subject to the Authority's approval upon completion of a hearing before the Authority.

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Jennifer Knott  
Applicant/Agent for Applicant

8-25-16  
Date

FOR CITY USE ONLY:                      DATE APPLICATION RECEIVED: \_\_\_\_\_

## Affidavit - Restrictions On Public Benefits

Jennifer Knott

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

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

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

Signature



Date (MM/DD/YYYY)  
08/22/2016

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Rifle Tap House LLC

is a

Limited Liability Company

formed or registered on 07/28/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161513554 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/30/2016 that have been posted, and by documents delivered to this office electronically through 08/31/2016 @ 15:03:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/31/2016 @ 15:03:00 in accordance with applicable law. This certificate is assigned Confirmation Number 9815935 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

## Affidavit - Restrictions On Public Benefits

I, Andria Lynn O'Brien, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

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

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

Signature

Andria Lynn O'Brien

Date (MM/DD/YY)

9-1-16

### AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 06 day of Sept, 20 16.

**Seller:**

CR2016 - 703155  
Licensee & License Number

Farm Fresh Cafe + Steakhra  
Trade name

[Signature]  
Signature  
owner

Ken JACK  
Position  
Print Name

**Buyer:**

Rifle Tap House LLC  
Applicant

Rifle Tap House  
Trade name

[Signature]  
Signature  
Owner

Jennifer Knott  
Position  
Print Name

Instructions: Please print this document for your records.

# COLORADO BUSINESS EXPRESS

## COLORADO DEPT OF REVENUE

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Thank you for registering with the Colorado Department of Revenue!  
Your electronic application has been received.  
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

### Filing Information

---

Your filing information is as follows:

**Date:** 08/28/2016 23:44

**Name:** Rifle Tap House LLC

**Address:** 1733 Railroad Ave  
Rifle, CO 81650

**Sales Tax Account Number:** 30452434

**Sales Tax Filing Frequency:** Under \$300/month (Quarterly)

**Wage Withholding Account Number:** N/A

**Wage Withholding Filing Frequency:** N/A

### Websites

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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)

**Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)

**Colorado Department of Revenue Online Customer Support Site:**  
[revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)

**File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)

**Register to pay by EFT:** [www.colorado.gov/revenue/eft](http://www.colorado.gov/revenue/eft)

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

Secretary of State Registration

**Q** Have you registered with the Secretary of State?  
\_\_\_\_\_ **A** Yes  
\_\_\_\_\_

**Q** Is your business:  
\_\_\_\_\_ **A** Individual/Sole Proprietor  
\_\_\_\_\_

**Q** Does your organization have anyone performing services other than the partners/members, partners'/members' spouses, and partners'/members' children under the age of 21?  
\_\_\_\_\_ **A** No  
\_\_\_\_\_

**Q** Is your organization a religious organization?  
\_\_\_\_\_ **A** No  
\_\_\_\_\_

**Q** Is your business classified as: An agricultural employer, a household/domestic employer, 501(C)(3) employer, or other non-profit employer?  
\_\_\_\_\_ **A** No  
\_\_\_\_\_

**Q** Do you already have an unemployment account number for your business?  
\_\_\_\_\_ **A** Yes  
\_\_\_\_\_

**Q** Do you already have a Sales Tax number for your business?  
\_\_\_\_\_ **A** No  
\_\_\_\_\_

## Business Organization Information

**Q Business Name**

**A Rifle Tap House LLC**

**Q Type of Organization**

**A Limited Liability Company**

**Q As a Limited Liability Company, what is your entity-type classification with the IRS (see IRS Form 8832)?**

**A Sole proprietor or partnership**

**Q Contact Name**

**A Jennifer Knott**

**Q Do you have an FEIN?**

**A Yes**

**Q FEIN**

**A 81-3384330**

**Q Email**

**A Rifletaphouse@gmail.com**

**Q Street Address 1**

**A 1733 Railroad Ave**

**Q City**

**A Rifle**

**Q State**

**A CO**

**Q Zip Code**

**A 81650**

**Q County**

**A Garfield**

**Q Telephone**

**A 720-224-8056**

**Q Is your business within the city limits?**

**A Yes**

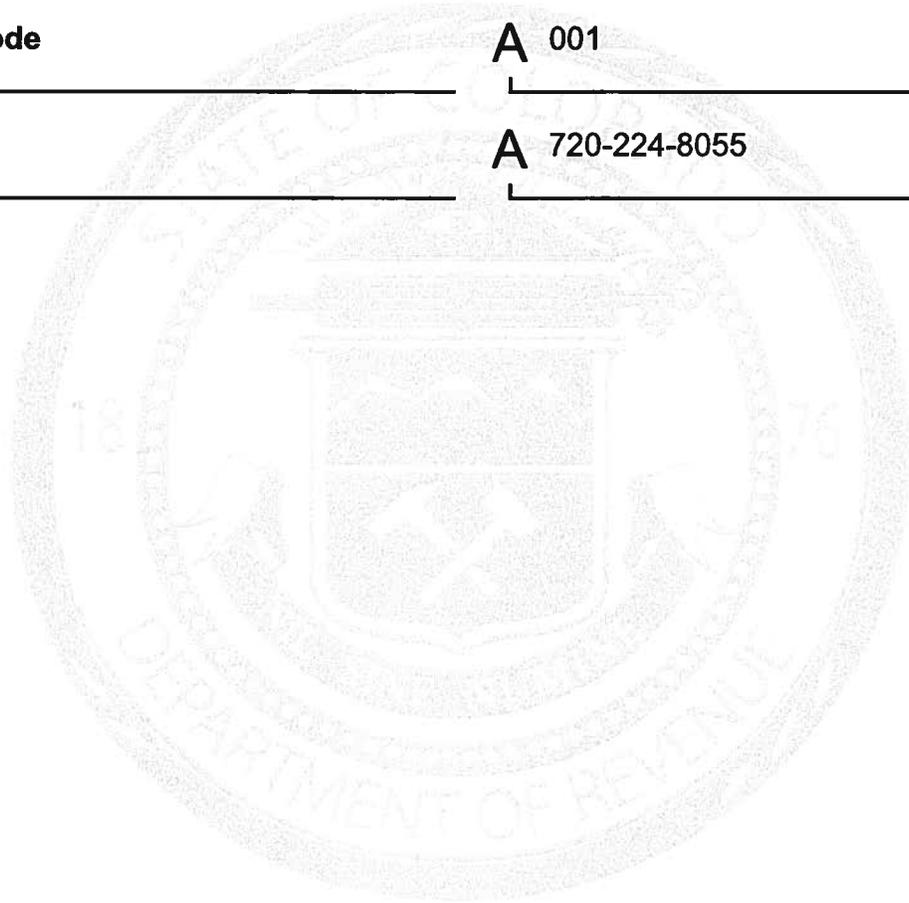
**Q In Care Of**

**A Jennifer Knott**

**Q Same as Street Address**

**A false**

<b>Q Mailing Address 1</b>	<b>A</b> 1191 N 16th St
<b>Q City</b>	<b>A</b> Silt
<b>Q State/Province</b>	<b>A</b> CO
<b>Q Zip Code</b>	<b>A</b> 81652-8508
<b>Q Country</b>	<b>A</b> USA
<b>Q Country Code</b>	<b>A</b> 001
<b>Q Telephone</b>	<b>A</b> 720-224-8055



## Owners, Partners, Corporate Officers

Q First Name 1 _____	A Jennifer _____
Q Last Name 1 _____	A Knott _____
Q Title 1 _____	A Owner _____
Q SSN 1 _____	A 522-77-3005 _____
Q FEIN of Existing Business 1 _____	A _____
Q Street 1 1 _____	A 1191 N 16th St _____
Q City 1 _____	A Silt _____
Q State/Province 1 _____	A CO _____
Q Zip Code 1 _____	A 81652-8508 _____
Q Country 1 _____	A USA _____
Q Country Code 1 _____	A 001 _____
Q Telephone 1 _____	A 720-224-8055 _____

## Products and Services

Q Will you be providing: _____	A Both _____
-----------------------------------	-----------------

## Type of Products and Services

Q NAIC

A 722511

## Products and Services - Detail

Q Please list **SPECIFIC** products or service (s) and **EXPLAIN IN DETAIL**. If more than one activity, make **ONE** a **PREDOMINANT** percent, (e.g. 51-49%).

A Food services- full service restaurant and bar

Q Do you sell pre-paid wireless?

A No

Q Do you sell tires?

A No

Q Do you sell both medical and retail marijuana?

A No

Q Is your business in a special taxing district?

A No

Q Do you do rentals for 30 days or less?

A No

## Seasonal Business

Q Is this a seasonal business?

A No

## Sales Tax Filing Frequency

**Q First Day of Sales**

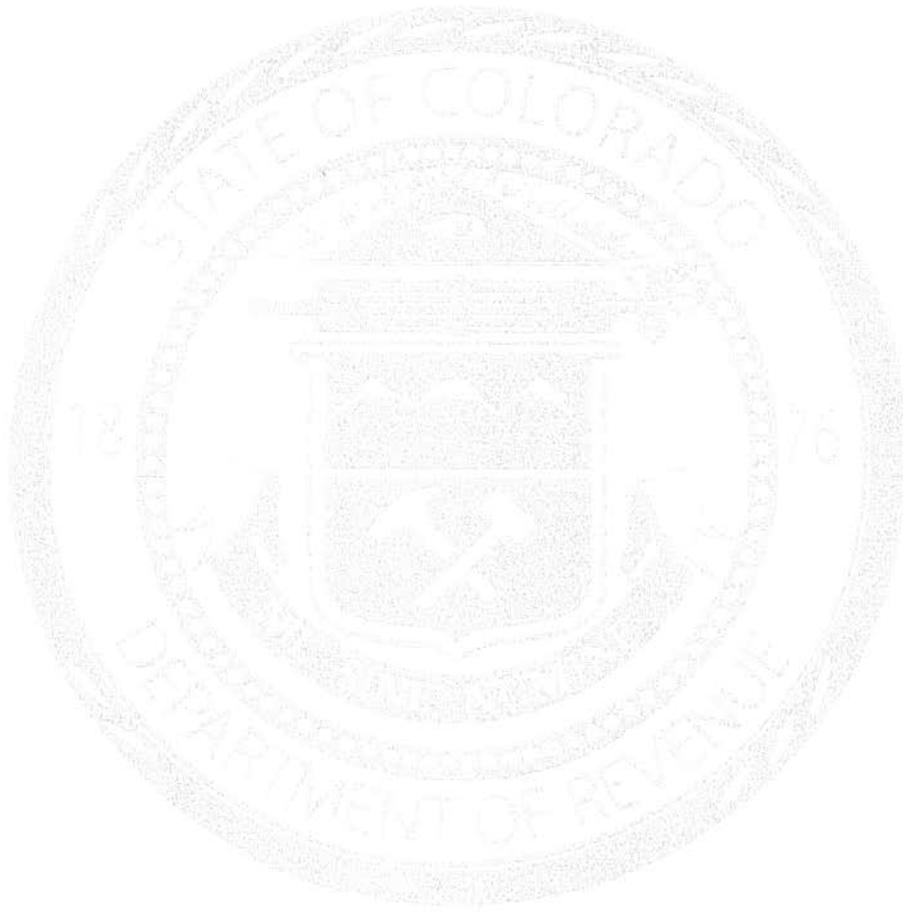
**A 09/01/2016**

**Q Please indicate which applies to you:**

**A Retail - Sales**

**Q Please indicate if sales tax collected is:**

**A Under \$300/month (Quarterly)**



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Wayne W. Williams , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20161513554 of  
Rifle Tap House LLC

Colorado Limited Liability Company

(Entity ID # 20161513554 )

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/30/2016 that have been posted, and by documents delivered to this office electronically through 08/31/2016@ 15:03:24.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/31/2016 @ 15:03:24 in accordance with applicable law. This certificate is assigned Confirmation Number 9815937



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

Secretary of State of the State of Colorado

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

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

Colorado Secretary of State  
 Date and Time: 07/28/2016 11:03 AM  
 ID Number: 20161513554  
 Document number: 20161513554  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

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

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

Rifle Tap House LLC

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

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

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

Street address

1192 N 16th St

*(Street number and name)*

Silt

*(City)*

CO

*(State)*

81652

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

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

Name

(if an individual)

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

or

(if an entity)

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

Compass Companies LLC

Street address

1192 N 16th St

*(Street number and name)*

Silt

*(City)*

CO

*(State)*

81652

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

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

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

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

Name  
(if an individual) Knott Jennifer  
(Last) (First) (Middle) (Suffix)  
or

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

Mailing address 1192 N 16th St  
(Street number and name or Post Office Box information)

Silt CO 81652  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

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

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

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

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

<u>Knott</u>	<u>Jennifer</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1192 N 16th St</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Silt</u>	<u>CO</u>	<u>81652</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>	<u></u>	
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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

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

**Disclaimer:**

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

## Limited Liability Company Articles of Organization

The articles proceed with a statement such as: We, the undersigned persons, do hereby adopt the following Articles of Organization for the purpose of forming a Colorado Limited Liability Company.

1. Name of Limited Liability Company: Rifle Tap House LLC
2. Resident Agent Name and Street Address: Jennifer Knott 1192 N 16<sup>th</sup> St Silt CO 81652
3. Dissolution Date: (if existence is not perpetual) \_\_\_\_\_
4. Management: Company shall be managed by Manager

Names of Manager(s) or Members and percentage of ownership:

Jennifer Knott Owner 100%  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Other Matters: Number of additional pages attached: \_\_\_\_\_

6. Names, Addresses and Signatures of Organizer(s):

Jennifer Knott 1192 N 16<sup>th</sup> St Silt CO 81652  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Certificate of Acceptance of Appointment of Resident Agent:

I, Jennifer Knott hereby accept appointment as Resident Agent for the above named limited liability company.

  
\_\_\_\_\_  
Signature of Resident Agent

One or more persons (either natural persons or legal entities) may organize a Limited Liability Company  
Rifle Tap House, Limited Liability Company

Article II BUSINESS PURPOSE The Company is organized to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Colorado Limited Liability Company Act and any amendments thereto.

This Lease Agreement made on the 1<sup>st</sup> day of September, 2016, by and between Eagle Springs Crossing LLC, a Colorado limited liability company (herein called "Landlord"), and Rifle Tap House LLC, a Colorado limited liability company (herein called "Tenant").

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1733 Railroad Ave Rifle, CO, 81650, as from time to time altered, expanded or reduced by the Landlord in its sole discretion. The area referred to as the butcher shop, processing cooler, and back of store receiving area shall not be included in this lease agreement. Access to these areas shall be allowed at all times to landlord, assigns or his employees. Landlord shall use the inner office until September 30<sup>th</sup>, 2016.

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior walls, roofs, entrances and exits, parking areas, driveways,

loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means the space which currently houses Farm Fresh Cafe & Steakhouse. It does NOT include the Butcher/Meat Department space. see exhibit A

d. "Premises" means the restaurant and bar at 1733 Railroad Ave, Rifle, CO, 81650.

All restaurant equipment is being supplied as is, any repairs and maintenance shall be the responsibility of the Tenant. No removal or alteration shall be done without the written approval of the landlord.

e. "Rent" means the total of Base Rent and Additional Rent.

### **Leased Premises**

2. The Landlord agrees to rent to the Tenant the restaurant described as 1733 Railroad Ave, Rifle, CO, 81650, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): **Restaurant and Bar**

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use. Due to required transfer of the liquor license, current licensee shall maintain control of bar and liquor sales until

the approval of the temporary license by licensing authority.

No alcohol shall be stored, sold or consumed in the "Butcher Shop Area".

**Term**

3. The term of the Lease commences at 12:00 ~~noon on~~ <sup>AM KS, R 6th</sup> September 4, 2016 and ends at 12:00 noon on August 30, 2019. Tenant shall have the option to renew the lease for an additional 3 years at the prevailing rental rate.

4. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's

**Rent**

5. Subject to the provisions of this Lease, the Tenant will pay a base rent in accordance to the following monthly rent schedule:

For the first 3 months, the Base Rent shall be \$5,000.00 per month. Thereafter, for the remainder of the lease, \$8,000.00 per month.

6. The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord at Eagle Springs Crossing PO Box 351, Rifle, CO, 81650, or at such other place as the Landlord may later designate.

7. The Tenant will be charged an additional amount of \$25.00 per day after a 5-day grace period for any Rent that is received after the due date.

**Operating Costs**

8. In addition to the Base Rent and as Additional Rent, without set off, abatement or deduction, Tenant will pay 25% of center operating costs, including maintenance, water, electricity and taxes ("NNN"). Operating cost maximum shall be the lower of 25% of operating costs or \$10,000 per year.

9. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

10a. Inventory of Alcohol, food product and supplies shall be taken prior to September 1st and shall be paid to landlord at by September 15th.

10b. Effective September 1,2016, Tenant shall change billing to their account for any and all operating services including:

1. Alcohol Vendors
2. Utilities - gas and electric
3. alarm service
4. Virtual Jukebox
5. Temp Alert for coolers

11. Landlord may provide the Tenant with written notice and a reasonable breakdown of the NNN amount, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case

may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears. Operating expenses shall be limited to a 4% annual increase.

### **Use and Occupation**

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name Rifle Tap House LLC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the Premises for business to the public, on the day of commencement. Tenant will pay for all inventory upon commencement

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Rent and Security Deposit**

14. On execution of this Lease, the Tenant will pay the Landlord first month rent of \$5,000.

15. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$8,000 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

16. The Tenant may not use the Security Deposit as payment for the Rent.

#### **Quiet Enjoyment**

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### **Distress**

18. In addition to all other rights and remedies of Landlord, Landlord shall, to the extent permitted by law, have a right of distress for rent and a first lien on all of Tenant's furniture, fixtures and equipment in the Premises, free and clear of all liens, encumbrances or equipment leases, as security for rent and all other charges payable hereunder for the Lease Term and for the performance of all of the covenants, terms and conditions to be performed by Tenant under this Lease. Subject to the provisions hereof, upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the law of the State of Colorado, including but not limited to the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Landlord acknowledges no ownership interest in Tenant's property identified above.

#### **Hold Over**

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a

minimum monthly rental equal to the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### **Tenant Improvements**

20. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. removing or adding walls, or performing any structural alterations;

### **Utilities and Other Costs**

21. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer, exterior lighting.

22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, internet and cable.

### **Insurance**

23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

24. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

25. The Tenant will provide proof of such insurance to the Landlord upon request.

25b . Landlord is responsible for insuring his contents and built- in improvements to the space.

**Attorney Fees**

26. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

**Governing Law**

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

**Assignment and Subletting**

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's

option, terminate this Lease.

### **Bulk Sale**

30. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

### **Care and Use of Premises**

31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

32. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

33. The Tenant will not engage in any illegal trade or activity on or about the Premises.

34. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Surrender of Premises**

35. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

36. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance

company.

**Rules and Regulations**

Intentionally left blank

**General Provisions**

37. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

38. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

39. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

40. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease

41. Landlord shall use inner office until September 30, 2016.

**Exclusivity**

42. The Landlord agrees that no other units owned by Landlord at 1733 Railroad Ave. Rifle, CO 81650 are to be used as an eatery, restaurant, bar, pub, tavern, grill or any other type of food service that would directly compete with the Rifle Tap House.

**Non Compete**

43. The Landlord agrees that within the City of Rifle, CO and Silt, CO and the immediate surrounding areas, the Landlord shall not directly or indirectly own, manager, operate, consult or conduct any business that is a restaurant, eatery, bar or similar business that would directly compete with the Rifle Tap House.

**Equipment**

44. The Tenant, if desired, agrees to have the kitchen and bar equipment inspected to insure that the equipment is in working order prior to the commencement of the lease. The cost of inspection shall be the Tenant's responsibility.

**Personal Property Tax**

45. The Landlord agrees to be responsible for all personal property tax associated with the equipment that the Landlord owns located at 1733 Railroad Ave Rifle, CO 81650

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 31<sup>st</sup> day of August, 2016.

\_\_\_\_\_  
Eagle Springs Crossing LLC (Landlord) Per:



Rifle Tap House LLC (Tenant) Per



Date of this notice: 07-28-2016

Employer Identification Number:  
81-3384330

Form: SS-4

Number of this notice: CP 575 A

RIFLE TAP HOUSE LLC  
JENNIFER KNOTT SOLE MBR  
1192 N 16TH ST  
SILT, CO 81652

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3384330. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2017
Form 940	01/31/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.



## Permit Application and Report of Changes

**Current License Number** 4701766  
**All Answers Must Be Printed in Black Ink or Typewritten**  
**Local License Fee \$** \_\_\_\_\_

1. Applicant is a <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	Present License Number  
--	--------------------------------

2. Name of Licensee <u>Rifle Tap House LLC</u>	3. Trade Name <u>Rifle Tap House</u>
---	---

4. Location Address <u>1733 Railroad Ave</u>		
City <u>Rifle</u>	County <u>Garfield</u>	ZIP <u>81650</u>

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment).....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea)..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period

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

## Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

*To Register or Change Managers*, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature.

**Section B**

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

**Section C**

Check the appropriate box in section C and proceed below.

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

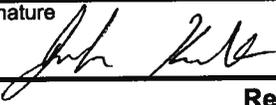
<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

<b>Change of Manager</b>	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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<b>Modify Premises or Addition of Optional Premises or Related Facility</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p><b>NOTE:</b> Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Excluding area located in the North west corner of building. Area not being leased and is not being included in the sale or possession of liquor</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p><b>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</b></p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
---	---

**Oath of Applicant**

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

Signature 	Title <u>Owner</u>	Date <u>9-1-16</u>
--	-----------------------	-----------------------

**Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)**

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

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

Signature	Title	Date
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**Report of STATE Licensing Authority**

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

Signature	Title	Date
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**Office of the City Clerk**

202 Railroad Avenue

Rifle, CO 81650

Phone: 970-665-6405



**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, September 29, 2016

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

---

The Rifle Area Chamber of Commerce has applied for a Special Event Permit to serve liquor at the Western Adventure Weekend during the East 3rd Street Block Party on October 15<sup>th</sup> from 12:00 p.m. to 5:00 p.m.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2016.

The City did not receive any protest about the application within 10 days after notice of the application was posted.

Staff recommends that Council approve the Special Event Liquor Permit.

DR 8439 (06/28/06)  
**COLORADO DEPARTMENT OF REVENUE**  
 LIQUOR ENFORCEMENT DIVISION  
 1375 SHERMAN STREET  
 DENVER CO 80261  
 (303) 205-2300

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

RECEIVED

SEP 02 2016

City of Rifle  
Clerk's Office

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

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

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

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

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

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <b>100 East 11th Street Rifle CO 81650</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <b>East 3rd Street between Railroad Avenue and East Avenue Rifle CO 81650</b>
--	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <b>Kasey Nispel</b>			

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

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
October 15		12 am	4 pm												

**OATH OF APPLICANT**

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

SIGNATURE <i>Jarmin McFarland</i>	TITLE <i>Administrative Asst.</i>	DATE
--------------------------------------	--------------------------------------	------

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

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

## APPLICATION INFORMATION AND CHECKLIST

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

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

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

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

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

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

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

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

Name of Applicant / Organization: *Rifle Area Chamber of Commerce*

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

1. The City requires that a Special Event Liquor Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? **October 15, 2016**
2. Describe your event.  
**The 3rd Street Block Party is part of Western Adventure Weekend, the new Fall Festival. It will involve live music, street games, and a micro-brew beer trailer with 9 types of Colorado beers.**
3. Explain the nature of your organization, its function, and who or what benefits from its operations.  
**The Rifle Area Chamber of Commerce is the place for businesses and the community to improve Rifle through participation in many types of programs and activities.**
4. Who or what organization will be the recipient of funds derived from this event?  
**The Chamber will be the recipient of any profits from beer sales.**
5. How many attendees do you expect at this event? **300**
6. Describe the premises at which this event will take place.  
**See the attached map. The premises will be gated off from the Railroad Ave/3rd Street intersection to the East Ave/3rd Street intersection. It is enclosed by buildings on each side.**
7. What security measures will you take to ensure your event will be safe for all participants?  
**Three security guards will be on site to make sure alcohol does not leave the premises. TIPS trained servers will ensure that wristbanding occurs and all alcohol serving regulations are followed. The event will be in the afternoon and only four hours to prevent intoxication and unsafe behavior.**
8. How many security personnel will be on hand? **three**
9. How will security personnel be identified?  
**They will be uniformed, from Citadel Security.**
10. If this event is being held outdoors, how will the exterior boundaries of the premises be marked?  
**They will be marked with orange security gate with people to watch the entrances. The rest of the boundaries of the premises are building fronts. The businesses will be coached to make sure that outside alcohol does not enter their premises, nor does alcohol that they may sell leave their**

11. What type of entertainment will be provided, if any, for this event?  
Live music from the Grand Junction band Jack + Jill will be provided from 1 - 4 pm. Jammin Jim will provide magic and children's entertainment. Businesses will provide games and activities for the public.

12. What method will be used to check identification for proper age of attendees (i.e., at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages?  
A wristbanding table will be set up near the beer trailer for those who want to purchase alcohol. Security and volunteers will be coached to watch for people without wristbands who are drinking.

13. How will the conduct and level of intoxication of attendees be monitored and by whom?  
Security and TIPS trained volunteers will watch for signs of intoxication at the event and address individuals to ensure the event remains safe.

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

Damon Arredondo, Gina Reece-Long, *Kasey Nispel, others*

15. What types of alternate beverages and food/snacks will be available?  
Restaurants on 3rd Street will be setting up booths outside to sell food.

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

The event will be marketed on social media, radio, and local newspapers.

17. Have you included the appropriate fees with your application?  
Fees: ~~For~~ Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)

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

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

Measurements/dimensions of the area to be licensed?

Points of ingress/egress?

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

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

Signature:

*Jammin Jim*

Date: 8/31/16

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

RIFLE CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 07/16/1954 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871126319 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/12/2016 that have been posted, and by documents delivered to this office electronically through 08/16/2016 @ 15:04:36 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/16/2016 @ 15:04:36 in accordance with applicable law. This certificate is assigned Confirmation Number 9790253 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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





September 9, 2016

To: Matt Sturgeon City Manager  
From: Rick Barth, Dave James  
RE: Surplus Vehicles

Pursuant to Sec. 4-3-130(1) of the Rifle Municipal Code, personal property purchased by the City at a cost of \$2,000 or more must be declared surplus by the City Council. Staff recommends City Council classify the following vehicles as surplus and sell them at auction on Gov. Deals website.

- Unit 0552 1998 Ford F150 \$500 120,136 miles
- Unit 0864 1996 Ford Taurus \$500 103,455 miles
- Unit 0867 1996 Ford F250 with plow \$1000 97,366 miles
- Unit 1349 1993 Ford Ranger \$500 75,935 miles

(Dollar amounts are suggested Minimum bid)



**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 22  
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
SECTION 4-3-130 OF THE RIFLE MUNICIPAL CODE REGARDING THE  
SALE OF SURPLUS PERSONAL PROPERTY BY THE CITY.

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

WHEREAS, the Rifle City Council wishes to amend the Rifle Municipal Code regarding disposition and sale of surplus personal property owned by the City to simplify and modernize the process.

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

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

Section 2. Section 18-2-30 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 4-3-130. - Sale of real and personal property.**

All sales of real property must be approved by City Council. Personal property, such as materials, supplies and equipment, shall be sold as follows:

(1) Any item of personal property must be designated as surplus before it may be sold. Personal property purchased by the City at a cost of ~~two~~ ten thousand dollars (~~\$210,000.00~~) or more must be declared surplus by the City Council. The City Manager may declare all personal property purchased by the City at a cost of less than ~~two~~ ten thousand dollars (~~\$210,000.00~~) to be surplus, but nothing in this Section shall prohibit the City Manager from referring surplus designation decisions on such property to the City Council.

(2) The City Manager shall destroy, dispose of, trade, solicit bids, sell, or auction surplus property purchased by the City at a cost of less than ten thousand dollars (\$10,000.00) ~~at auction, as provided for in this Paragraph~~, under the most cost-effective and beneficial ~~auction~~ option as determined by the City Manager in his or her sole discretion to obtain the best value from the market considering staff resources.

(3) Unless otherwise directed by the City Council, ~~The~~ City Manager shall sell property purchased by the City at a cost of ten thousand dollars (\$10,000.000) or more ~~have the authority and option to use~~ by conventional auction methods or web-hosted public surplus auctions. When using conventional auction methods, the City Manager shall provide at least ten (10) days' notice in the official newspaper of the City and, optionally, on the City's website. Surplus property shall be sold to the highest responsible bidder. The City Manager may establish minimum bid amounts and reserve prices. If no bids are received by the City in an auction of surplus property, in lieu of undertaking a second auction of the property, the City Manager, at his or her sole discretion, may donate the item to any entity of the City Manager's choosing to which charitable donations may lawfully be made, or if the surplus property is of insignificant or no value, as determined by the City Manager in consultation with appropriate City staff members, the City Manager may order its disposal.

(34) The City Manager shall report to the City Council within thirty (30) days of disposition the manner and terms of all completed dispositions of surplus property.

(45) Property impounded or seized through forfeiture by the Police Department shall be excluded from this Section.

INTRODUCED on October 5, 2016, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on October 19, 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



Utility Department  
Water Division

**TO:** City Council

**FROM:** Jim Miller, Utility Director

**DATE:** September 27, 2016

**RE:** Cost Summary and Formalization of Award – Rifle Regional Water Purification Facility – Guaranteed Maximum Price – Work Package #2 (GMP#2)

---

**Background:**

Since December 2014, Moltz Construction has been constructing the Rifle Regional Water Purification Facility (RRWPF) as a Construction Manager - General Contractor (CMGC). The CM-GC method of project delivery is an open-book – risk sharing approach that allowed value engineering and scope adjustments to continue at every step of the project concurrent with the re-design of specific components to save cost. The CM-GC approach also allowed the project to be broken up into multiple prime and subcontractor work packages to facilitate local subcontractor participation, to achieve maximum grant funding, and to start and complete construction as quickly as possible. The CM/GC approach was adopted after the unsuccessful hard-bid of the predecessor (i.e., original) project in the context of an aging and failing Graham Mesa Water Treatment Plant.

**Purpose:**

The purpose of this memo is to compare the costs of the original design-bid-build project with the CM-GC approach with a reduced scope and to formally award the GMP#2 work package to Moltz now that interim authorizations that allowed savings to accrue have been consumed and the work has been sufficiently designed and priced. Up until this time, the City has been guided by the Council's authorization to proceed on a resolution that acknowledged an emergency situation and granted the City Manager acting through the Resident Engineer broad authority and discretion to act. It should be noted that the majority of the water treatment plant is constructed at this time and that the action requested allows Moltz to continue to complete



**Utility Department  
Water Division**

the work without being at unnecessary financial risk and for communication with the public on the cost of the project.

**Original Project:**

As defined in May 2014, the treatment plant project consisted of chlorine dioxide oxidation of iron and manganese, flocculation, plate settling, GE ultra-filtration membranes, GE membrane water recovery, concrete granular activated carbon contactors, re-furbished reverse osmosis membrane skids, disinfection contact basin, concrete drying beds, maintenance building, finished water pump station, raw water pumping and VFD improvements, and a partial raw water line upgrade. Site dewatering and an underground slurry wall to control artesian groundwater conditions were also part of the scope but treatment of groundwater to comply with dewatering discharge permits was deliberately excluded for cost management reasons. This scope was defined as traditional design-bid-build project with the transfer of all project risk to the general contractor.

Two bids obtained in June of 2014 for the original project located at the former Clough pit came in at \$33.1M (Alder) to \$35.6M (PCL). With proper and necessary adjustments as defined below, the cost of the original facility was in the neighborhood of \$41M and was deemed unaffordable.

<b>Description</b>	<b>Amount</b>
Bid Amount (Alder)	\$33.1 M
DOLA Grant - Generator	\$-0.735 M
GE Membranes – Owner Furnished w/o CPI Adjustment	\$3.0 M
Owner Furnishings & Procurements	\$0.5 M
Construction Administration (Arcadis)	\$ 0.69 M
Related Costs (System Wide SCADA and BC Adjustment)	\$0.4 M
Drying Beds	\$0.777 M
Construction Contingency (10% of Bid)	\$3.3 M
Treatment of Dewatering Water Discharge	\$0.0 M
<b>Original Project Construction Total</b>	<b>\$41.0 M</b>

The cost and range above excludes design, consultant fees, and other expenses incurred prior to June 2014 and represent a facility with 2.4 mgd (raw water equivalent) of reverse osmosis (RO) capacity and approximately 4.5 mgd of granular activated carbon (GAC) capacity despite other facilities and processes rated at 8 mgd. Additional capital projects at significant expense would have been required to add additional RO and GAC treatment capacity.



**Utility Department  
Water Division**

**Project as Constructed:**

The RRWPF when completed will have chlorine dioxide oxidation of iron and manganese, flocculation, plate settling, Pall micro-filtration membranes, water recovery via sand-drying beds, disinfection contact basin, and finished water pump station. This scope was defined in multiple work packages administered on a CM/GC basis that were shaped based on value engineering efforts of the project team and with the sharing of risk between the Moltz and the City. One way that risk was shared between the parties was through contract provisions for Contractor's and Owner's Contingency whose amounts are incorporated into the Guaranteed Maximum Price (GMP) amount. Unused Owner's and Contractor's contingency amounts revert to the Owner.

With proper and necessary adjustments as defined below, the forecasted construction cost of the RRWPF is expected to be in the neighborhood of \$30 M.

<b>Description</b>	<b>Amount</b>
GMP1 and GMP#2 Amount (Anticipated Payments to Moltz & Subs)	\$26.60 M
DOLA Grant - Generator	\$-0.735 M
DOLA Grant – Pall Membranes and Process Equipment	\$-2.0 M
FMLD Grant – Conversion of North Backwash Waste Impoundment to Drying Beds	\$-0.375M
FMLD Grant – Access Road	\$-0.2 M
Owner's Grant Match (associated with all grants above)	\$3.34M
Pall Membranes – Owner Furnished	\$2.018 M
Owner Furnishings & Procurements	\$0.7 M
Construction Administration (Arcadis)	\$ 0.3 M
Related Costs (System Wide SCADA and BC Adjustment)	\$0.4 M
<b>Forecasted Construction Total</b>	<b>\$30.05 M</b>

The forecasted construction total excludes design and consultant fees incurred to re-design the reduced scope –lower cost project.

**Action Requested:**

The action now requested of Council is to authorize expenditures from the Water fund (310-4333-400-724) up to \$26.6M by Moltz Construction for the combined scopes of work associated with GMP#1 and GMP#2 work packages.



**Utility Department  
Water Division**

**TO: City Council**

**FROM: Jim Miller, Utility Director**

**DATE: September 27, 2016**

**RE: Award of Contract to EVOQUA for Chlorine Dioxide Service Program**

---

**Background:**

The City's new water treatment plant will have a chlorine dioxide oxidation process that will be used to remove iron and manganese. The chlorine dioxide process is a complicated process that generates an oxidant with a proprietary equipment system from three other chemical feedstocks (sodium chlorite, hydrochloric acid, and sodium hypochlorite). Chlorine dioxide is an effective process for the removal of iron and manganese but can be unnecessarily expensive if not optimized and can jeopardize compliance with regulatory requirements for chlorite and chlorate (disinfection byproducts) if not properly operated and optimized.

EVOQUA is the name of the manufacturer of the chlorine dioxide generator manufacturer. EVOQUA offers a service program which Robert Burns, our Operations Manager, has requested that the City consider that we participate. I support Robert's request for participation in service program because none of the City's utility staff have any significant experience with chlorine dioxide. I recommend that the City Council approve the award of this contract based on the following justification.

**Justification:**

The justification for participation in the chlorine dioxide service program includes:

- Additional and on-going training on proprietary equipment operation, analytical performance measures, and equipment maintenance.
- Minimization of chemical usage.



**Utility Department  
Water Division**

- Quality and compliance assurance with regard to chlorite and chlorate performance, which is akin to generator efficiency.
- As a means to assure reliability of the plant since the reliable removal of iron and manganese is needed to maintain the optimal production rate through the micro-filtration process.

**Action Requested:**

The action now requested of Council is to award a contract to EVOQUA from the Water fund (310-4331-400-431) for a chlorine dioxide service program with the first year contract value estimate at \$14,340. The contract has provisions for two annual extensions and invoicing for reimbursements of costs for replacement parts.

Note that the majority of this cost will fall in the 2017 budget-year.

September 26, 2016

Mr. Jim Miller  
Utility Director  
202 Railroad Avenue  
Rifle Colorado 81650  
Phone: (970) 665-6558  
Email: jimmler@rifleco.org  
CC: Robert Burns, rburns@rifleco.org

**RE: CHLORINE DIOXIDE SERVICE PROGRAM  
RIFLE, CO RWPF  
Evoqua Quote No. 2016-161001r1**

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the following quotation for a service program for the Chlorine Dioxide equipment at the City of Rifle RWPF.

Evoqua is a well-established supplier of chlorine dioxide services. Evoqua's personnel are experienced in the application and handling of chlorine dioxide, many with over 15 years of experience. Evoqua's chlorine dioxide programs also include a level of service and commitment we believe is unmatched by any other company in the country.

#### **1. ONGOING SERVICES**

An Evoqua service engineer will visit the site to perform routine maintenance on the Millennium T100-VF generator, optimize chemical dosing, conduct generator efficiency testing and provide a written report. Evoqua will also provide safety training for the plant staff, if requested, and provide emergency technical or mechanical response as described below. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Provide routine maintenance and optimization services to the Chlorine Dioxide generators. Routine Service shall include but not be limited to:
  1. Review plant logs and operation of Chlorine Dioxide treatment.
  2. Check the equipment for leaks or malfunction.
  3. Perform analysis of generator efficiencies.
  4. Review laboratory by-products reports with management.
  5. Perform scheduled preventative maintenance on equipment.
  6. Submit a written report outlining services and observations during the routine service visit.
- Provide emergency service to the Chlorine Dioxide generators. 24 hour technical phone response is included in the price of the program.
- The Customer will be responsible for the cost of all replacement parts and will be invoiced separately.

## 2. SCHEDULE

Evoqua can begin the program within one to four weeks of authorization to proceed after Evoqua contract and credit approval and depending on scheduling.

## 3. PRICE

Evoqua is pleased to offer the following service plan for a one (1) year period, effective December 1, 2016 through November 30, 2017, with two (2) optional one (1) year extensions. Evoqua will review the contract on an annual basis and if the price of the program exceeds \$1800 per visit, a new service contract will be issued.

First Year: \$14,340/ year

Service frequency shall be monthly for the first six (6) months. After six (6) months, service frequency will change to quarterly. Total eight (8) service visits for the first year.

Each optional one (1) year extension: \$7,200/ year

Service will be provided on a quarterly basis. Total four (4) service visits for each optional one (1) year extension.

*Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.*

The attached Evoqua Terms and Conditions are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the entire proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC  
2650 Tallevast Road  
Sarasota, FL 34243

The price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of equipment and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions or should you require additional information, please feel free to contact me at (303) 349-0520. Thank you for your consideration.

Sincerely,

**Evoqua Water Technologies LLC**

*Michael Trefry*

Michael Trefry  
Sr. Account Representative

**RE: CHLORINE DIOXIDE SERVICE PROGRAM  
RIFLE, CO RWPF  
Evoqua Quote No. 2016-161001r1**

**ACCEPTANCE OF PROPOSAL**

Evoqua will process your order when we receive acceptance of this proposal, **2016-161001r1**, by signing below and returning to [sheri.whalen@evoqua.com](mailto:sheri.whalen@evoqua.com) or fax to: (941) 359-7985.

Accepted by: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

P.O.#: \_\_\_\_\_

## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.