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

REGULAR MEETING
October 17, 2018

WORKSHOP 5:30 P.M.
COUNCIL CHAMBERS

5:30 p.m.  Third Budget Workshop with City Council (Parks and Recreation, Planning and Zoning, Tourism and Industry, Visitor Improvement Fund)

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, Pledge of Allegiance, and Roll Call

7:03 p.m.  2. Citizen Comments
(For items not listed as public hearings on the agenda. Please limit comments to 3 minutes.)

7:10 p.m.  3. Consent Agenda – consider approving the following items:
   A. Minutes from the August 15, 2018 Regular Meeting
   B. (Acting as Liquor Licensing Authority) Liquor License Renewal for Lilly’s Kitchen Corporation dba Lilly’s Kitchen
   C. Supporting the Grant Application for a grant from Great Outdoors Colorado Trust Fund for the Aquatic Play Structure at the Art Dague Pool – Resolution No. 16, Series of 2018

7:15 p.m.  4. Action, if any, on Workshop Items (Mayor Clifton)
7:20 p.m.  5.  Consider **COLOTRUST Board Nominations** (Scott Hahn)

7:30 p.m.  6.  Consider Approving Final Subdivision Plan and Final Subdivision Plat for the Promontory at Graham Mesa Filing 4 - Ordinance No. 17, Series of 2018 – 1st Reading (Nathan Lindquist)

7:40 p.m.  7.  Consider Amending Sales Tax Definitions - **Ordinance No. 16**, Series of 2018 – 1st Reading (Michelle Duran)

7:50 p.m.  8.  Consider Approving using the funds from the Capital Reserve Account held by Garfield County for the purchase of Route Master software for the **Traveler** (Tami Sours)

8:00 p.m.  9.  Update on Pool Project Geotechnical Study and Discussion of Pool Funding Sources (Michelle Duran & Tom Whitmore)

8:15 p.m.  10.  Consider Approving Auditor for 2018 Financial Statements (Michelle Duran)

8:25 p.m.  11.  Administrative Reports

8:35 p.m.  12.  Comments from Mayor and Council

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

**Next Regular Meeting of Council: November 7, 2018 at 7:00 p.m.**
Title:*
2019 Budget Overview

Submitted By: Michelle Duran
Meeting Date: 10/17/2018
Time Needed: 1.0 hr

Agenda Section Selection

Agenda Section Selection (Select one)*
- Workshop Agenda Item
- Regular Agenda Item
- Administrative Reports
- Report & Discussion Item
- Consent Agenda Item
- Executive Session
- Liquor Licensing Authority Item

Recommended Motion:* n/a

Does this item require Legal review?*
- Yes
- No

Fiscal Impact?*
- Yes
- No

Operational Impact: (Check all that apply)
- IT
- Police Department
- Parks-Recreation
- Public Works
- Utilities
- Planning

Summary:* 3rd Budget workshop with Council. Parks and other.

I would like to upload supporting documentation:* Yes
- No
RIFLE CITY COUNCIL MEETING

Monday, August 15, 2018

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 Barbara Clifton.

PRESENT AT ROLL CALL: Councilors Joe Carpenter, Joe Elliott, Ed Green, Theresa Hamilton, Clint Hostettler, Sean Strode and Mayor Barbara Clifton.

OTHERS PRESENT: City Manager Scott Hahn, City Clerk Kristy Christensen, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill, Chief of Police Tommy Klein, Planning Director Nathan Lindquist, Senior Center Director Tami Sours, Court Clerk Kathy Pototsky, Carol Christensen, and Alex Zorn.

ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED COUNCILOR CLINT HOSTETTLER (CITY CLERK)
City Clerk Kristy Christensen administered the Oath of Office to newly appointed City Councilor Clint Hostettler.

CITIZEN COMMENTS
Citizen comments were heard from Carol Christensen, representative from Winchester Gardens, concerning the noise from the business next door, Mi Lindo Michoacan. She contends that noise from the events held at Mi Lindo Michoacan is impacting the tenants who live at Winchester Garden’s Apartments complex and their ability to sleep.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

A. Minutes from the June 11, 2018 Special Meeting
B. Minutes from the June 18, 2018 Special Meeting
C. Minutes from the June 20, 2018 Regular Meeting
D. (Acting as Liquor Licensing Authority) Liquor License Renewal for Loyal Order of Moose Lodge No. 1345 dba Loyal Order of Moose Lodge No. 1345 and Walmart Inc. dba Walmart #5232
E. Rezoning 1150 Access Road from Tourist Commercial to Community Service – Ordinance No. 11, Series of 2018 – 2nd Reading
F. Extending the Temporary Moratorium on New Marijuana Business Licenses – Ordinance No. 12, Series of 2018 – 2nd Reading
G. Purchase Order for Street Striping to Stripe-A-Lot

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

Roll Call: Yes - Carpenter, Elliott, Green, Hamilton, Hostettler, Strode and Clifton
CONSIDER A TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT - RESOLUTION NO. 12, SERIES OF 2018

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR CRITICAL MAJOR WATER TRANSMISSION LINE REPLACEMENT PROJECT

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A MINI GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR RIFLE DOG PARK FENCING

Councilor Hamilton moved to approve Resolution No. 12, Series of 2018 and Resolution No. 13, Series of 2018; seconded by Councilor Elliott.
Roll Call: Yes - Carpenter, Elliott, Green, Hamilton, Hostettler, Strode and Clifton

CONSIDER 2018 INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY FOR SENIOR CONGREGATE MEAL/NUTRITION PROGRAM

Senior Center Director Tami Sours stated Rifle has been party to an Intergovernmental Agreement (IGA) with Garfield County that defines the responsibilities of the City of Rifle and Garfield County as it relates to providing congregate meal service in the I-70 Corridor. The terms of the IGA are from July 1, 2018 to June 30, 2019. The agreement obligates the Rifle Senior Center to prepare meals to be distributed in Parachute, Rifle, Silt and New Castle on specified days and it also defines the quality and method of meal preparation, food nutritional requirements, food handling requirements, and outlines the reimbursement obligation of Garfield County with Rifle for food preparation services for seniors. The IGA has a meal cap for the meal reimbursement of $105,000 and the meal reimbursements will continue at $6.25 per meal for New Castle, Silt, and Rifle and $7.60 for Battlement Mesa.

Councilor Elliott moved to approve the 2018 Intergovernmental Agreement with Garfield County for Senior Congregate Meal/Nutrition Program; seconded by Councilor Green
Roll Call: Yes - Carpenter, Elliott, Green, Hamilton, Hostettler, Strode and Clifton

CONSIDER APPOINTMENT OF MUNICIPAL JUDGE VICTOR ZERBI AND ASSISTANT MUNICIPAL JUDGES AMANDA MAUER

City Attorney James Neu noted according to the Rifle Municipal Code, the City Council shall appoint the Municipal Judge and Assistant Municipal Judge. The term of office of all Municipal Judges appointed shall begin on September 1st of each even-numbered year for a period of two years.

Councilor Elliott moved to appoint Judge Zerbi as Municipal Judge and Amanda Mauer as Associate Municipal Judge for a two year term; seconded by Councilor Hamilton.
Roll Call: Yes - Carpenter, Elliott, Hamilton, Hostettler, Strode and Clifton
No – Green

CONSIDER BOARD REPRESENTATIVES

Former Councilor Annick Pruett served as a Council representative on two boards, the Rifle Area Chamber of Commerce and the Garfield County Senior Programs Advisory Board. Newly appointed Councilor Clint Hostettler decided to be the Council Representative for those two Boards. Council
also updated the following list with current Council Board Representatives and Board Appointments.

<table>
<thead>
<tr>
<th>Board/Committee</th>
<th>Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Rifle Area Chamber of Commerce</td>
<td>Clint Hostetler</td>
<td>Barb Clifton</td>
</tr>
<tr>
<td>B. Downtown Development Authority</td>
<td>Theresa Hamilton</td>
<td>Ed Green</td>
</tr>
<tr>
<td>C. Garfield County Senior Programs Advisory Board</td>
<td>Clint Hostetler</td>
<td>Joe Carpenter</td>
</tr>
<tr>
<td>D. Senior Center Advisory Board</td>
<td>Joe Carpenter</td>
<td>Joe Elliott</td>
</tr>
<tr>
<td>E. Rifle Housing Authority</td>
<td>Theresa Hamilton</td>
<td>Sean Strode</td>
</tr>
<tr>
<td>F. Energy Advisory Board</td>
<td>Sean Strode</td>
<td>None</td>
</tr>
<tr>
<td>G. Rifle Creek Museum Board</td>
<td>Joe Elliott</td>
<td>Barb Clifton</td>
</tr>
<tr>
<td>H. Club 20</td>
<td>Ed Green</td>
<td>Joe Carpenter</td>
</tr>
<tr>
<td>I. Garfield County Emergency Communications Authority</td>
<td>Ed Green</td>
<td></td>
</tr>
<tr>
<td>J. Visitor Improvement Fund Advisory Board</td>
<td>Barb Clifton</td>
<td>Sean Strode</td>
</tr>
<tr>
<td>K. Rifle Community Foundation</td>
<td>Barb Clifton</td>
<td>Sean Strode</td>
</tr>
</tbody>
</table>

**ADMINISTRATIVE REPORTS**
Administrative reports were given from City Manager Scott Hahn, Finance Director Michelle Duran, Planning Director Nathan Lindquist, Court Clerk Kathy Pototsky, and Chief of Police Tommy Klein.

**COMMENTS FROM MAYOR AND COUNCIL**
Comments were heard from Councilors Joe Carpenter, Joe Elliott, Theresa Hamilton, and Clint Hostettler,

Meeting adjourned at 7:53 p.m.

Kristy Christensen                      Barbara Clifton
City Clerk                             Mayor
Title: Liquor License Renewal

Submitted By: Misty Williams
Meeting Date: 10/17/2018
Time Needed: 5 minutes

Agenda Section Selection

Agenda Section Selection (Select one)
- Workshop Agenda Item
- Regular Agenda Item
- Administrative Reports
- Report & Discussion Item
- Consent Agenda Item
- Executive Session
- Liquor Licensing Authority Item

Recommended Motion:
Move for approval of Liquor License Renewal for: Lilly’s Kitchen Corporation dba Lilly’s Kitchen

Does this item require Legal review?
- Yes
- No

Fiscal Impact?
- Yes
- No

Operational Impact: (Check all that apply)
- IT
- Police Department
- Parks-Recreation
- Public Works
- Utilities
- Planning

Summary:
These criteria have been met by Lilly’s Kitchen Corporation dba Lilly’s Kitchen:

* The application is complete
* The fees have been paid

I recommend approval of the following liquor license renewal application:

Lilly’s Kitchen Corporation dba Lilly’s Kitchen
232 West 3rd Street
Rifle, CO 81650

I would like to upload supporting documentation:
- Yes
- No

Web Client Link
RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION

RECEIVED

OCT 04 2018

City Clerk
City of Rifle

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licenses Name
LILLY’S KITCHEN CORPORATION

Liquor License #
4705399

License Type
Hotel & Restaurant (city)

Operating Manager
Alvare Hernandez

Manager Phone Number
(970) 630-7081

Street Address
232 WEST 3RD STREET RIFLE CO 81650

Mailing Address
232 WEST 3RD STREET RIFLE CO 81650

DBA
LILLY’S KITCHEN

Sales Tax License #
30423836

Expiration Date
10/15/2018

Due Date
08/31/2018

Phone Number
9706250155

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

1. Do you have legal possession of the premises at the street address above? □ YES □ NO
Is the premises owned or rented? □ Owned □ Rented* "If rented, expiration date of lease__2021__

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. □ YES □ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. □ YES □ NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. □ YES □ NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. □ YES □ NO

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

Type or Print Name of Applicant/Authorized Agent of Business
Alvare Hernandez

Signature

Title
Owner

Date
10/4/18

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

Signature

Title

Date

Attest

Signature

Title
CITY OF RIFLE, COLORADO
RESOLUTION NO. 16
SERIES OF 2018

A RESOLUTION OF THE CITY OF RIFLE, COLORADO, SUPPORTING
THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR
RECREATION GRANT FROM THE STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND FOR THE AQUATIC PLAY
STRUCTURE AND SHADE STRUCTURES AT THE ART DAGUE POOL.

WHEREAS, the City has requested $290,000 from Great Outdoors Colorado for an
aquatic play structure and shade structures at the Art Dague Pool complex in the zero depth
leisure pool (the “Aquatic Play Structure and Shade Structures”); and

WHEREAS, the Rifle City Council supports the Aquatic Play Structure and Shade
Structures grant application and will support the purchase and installation of Aquatic Play
Structure and Shade Structures as a recreational amenity for its citizens upon receipt of the grant.

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

1. The City incorporates the foregoing recitals as findings by the Rifle City Council.

2. The Rifle City Council strongly supports the Aquatic Play Structure and Shade
Structure grant application and has appropriated matching funds should the grant be awarded.

3. If the grant is awarded, the City Council strongly supports the purchase and
installation of Aquatic Play Structure and Shade Structures and authorizes the expenditure of
funds necessary to meet the terms and obligations of the grant awarded.

4. The project site is owned by the City of Rifle and will be owned by the City for
the next twenty-five (25) years.

5. The City Council of the City of Rifle will continue to maintain the Aquatic Play
Structure, Shades Structures, and the Art Dague Pool in a high-quality condition and will
appropriate funds for maintenance and operation.

6. The Aquatic Play Structure, Shade Structures, and the Art Dague Pool will be
open to the public and ADA accessible during scheduled business hours during the summer
season.

7. If the grant is awarded, the City Council hereby authorizes the Parks and
Recreation Director to sign the grant agreement with Great Outdoors Colorado.

8. Nothing herein constitutes the approval of a multiple-fiscal-year expenditure by
the Rifle City Council.
9. This Resolution will be in full force and effect from and after its passage and approval.

10. The effective date of this Resolution is the date passed and approved below.

THIRD RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 17th day of October 2018.

CITY OF RIFLE, COLORADO

By

Mayor

ATTEST:

_____________________________

City Clerk
Title: COLOTRUST Board Nominations

Submitted By: Scott Hahn
Meeting Date: 10/17/2018
Time Needed: 10

Agenda Section Selection

Agenda Section Selection (Select one)
- Workshop Agenda Item
- Regular Agenda Item
- Administrative Reports
- Report & Discussion Item
- Consent Agenda Item
- Executive Session
- Liquor Licensing Authority Item

Recommended Motion:
To nominate City Manager Scott A. Hahn for COLOTRUST Board elections

Does this item require Legal review?
- Yes
- No

Fiscal Impact?
- Yes
- No

Operational Impact: (Check all that apply)
- IT
- Police Department
- Parks-Recreation
- Public Works
- Utilities
- Planning

Summary:
COLOTRUST is seeking applicants to serve on their Board of Trustees. I am eligible because I am a designee of a Participant, the City of Rifle, in COLOTRUST and represent the City of Rifle.

Membership requires attending a meeting every 2 or 3 months, probably in Denver and I believe on a Friday. COLOTRUST pays all travel expenses. The attached information more fully explains the commitment however, it is for a three year term.

I think this would be a benefit to Rifle because I will be more up to date on forecasted changes in the national and state economy and more specifically how our reserves are being invested and protected. To some extent Rifle gains by having one of their own on a board that has significant impact on the financial condition of Colorado government.

My background relative to this work is attached.

I would like to upload supporting documentation:
- Yes
- No
Experience and education relative to COLOTRUST endeavors:

Accounting, finance, economics and statistic studies during post graduate work

Work for Colorado State Treasurer Gail Schoettler investigating and reporting on the creation of a local government investment pool and municipal bond bank within the State Treasury Office.

Work for the Colorado State Auditor as team auditor on the Banking Commission audit in the wake of the Industrial Bank crisis, the Public Deposit Protection audit (PDPA), the Privatization of Government Services and several other audit charges.

30 years experience as a local government manager both in Colorado and Alaska.

Passed the FINRA Series 66 and 7 financial advisors tests in 2013.
October 5, 2018

Section 2.2 of the Colorado Local Government Liquid Asset Trust (COLOTRUST) Trust Indenture requires that the COLOTRUST Participants annually elect the members of the Board of Trustees. Each trustee is elected for a three-year term. As the first step in the election process, Participants have the opportunity to nominate qualified candidates. All qualified nominees must be a designee of a Participant in COLOTRUST and represent a county, city or town, school district, special district, or other public entity. Nominations must be received on or before November 2, 2018.

Election Nomination Package

Best Regards,
COLOTRUST Staff
Nominations for Board of Trustees

Section 2.2 of the Colorado Local Government Liquid Asset Trust (COLOTRUST) Trust Indenture requires that the COLOTRUST Participants annually elect the members of the Board of Trustees. Each trustee is elected for a three-year term. As the first step in the election process, Participants have the opportunity to nominate qualified candidates. All qualified nominees must be a designee of a Participant in COLOTRUST and represent a county, city or town, school district, special district, or other public entity.

Nominations must be received on or before November 2, 2018. The Gordon Milliken Nominating Committee will receive all nominations from eligible Participants. Each qualified nomination must include a single-page resume (500-word maximum) outlining the nominee’s qualifications.

Please complete a nominating form if you wish to run for the Board or nominate another individual. A copy of the nomination form along with the Board member position description is available at www.colotrust.com in the Document Center. Please enclose the nominee’s one-page resume along with the nomination form and return to:

COLOTRUST
Attn: Gordon Milliken Nominating Committee
717 17th Street
Suite 1850
Denver, CO 80202

If you have any questions or comments, please contact Client Services at (877) 311-0219 or via email at elections@colotrust.com.
COLOTRUST Board of Trustees Position Description

OFFICE: One of twelve members of the Board of Trustees

TERM: Three years

QUALIFICATIONS: Must be the designee* of a Participant in good standing in COLOTRUST. Trustee should possess a working knowledge of cash management and money market funds.

REQUIREMENTS:

Minimum Annual Time Requirements:

- 4 to 6 Board of Trustee meetings
- Annual Retreat (2 days)
- Standing committee meetings
- Attendance at activities, e.g., local Participants meetings and annual meetings of appropriate Participant organizations such as CASBO, CML, or SDA.
- Preparation and planning
- Training, education, conferences

24-36 hours
48 hours plus travel
Up to 36 hours
Variable
60 hours
Variable

Participation Requirements:
Attend meetings and provide vision and leadership.

RESPONSIBILITIES: As listed in the COLOTRUST Indenture, oversight of the general management and responsibilities for the affairs of COLOTRUST. This includes but is not limited to:

- Administer the Trust and the affairs of the Trust.
- Supervise the Investment Policy of the Trust.
- Prepare quarterly and annual reports to Participants.
- Conduct elections for Board of Trustee vacancies.
- Acquire or dispose of Trust assets.
- Create and serve on subcommittees to assist in the operation of the Trust.
- Incur and authorize payment for expenses of the Trust.
- Contract, appoint, retain, and employ such persons as may be necessary in the operation of the Trust.

The Board retains responsibility for all of the items listed above but has contracted with an
Investment Advisor/Administrator to manage the daily activities of the Trust.

**COMPENSATION**: Trustee is a voluntary position with no monetary compensation. Trustees are reimbursed for travel and other reasonable expenses.

*As defined in the COLOTRUST Indenture.*
COLOTRUST Board of Trustees
Nominating Form

I, ____________________________________________, nominate
______________________________________________, Designee of
______________________________________________, for the office of Trustee for the Colorado Local
Government Liquid Asset Trust (COLOTRUST) for the term beginning the first board meeting of
2019 and ending the first board meeting of 2022. Please indicate the nominee’s entity type by
checking the appropriate line below.

___ City or Town
___ County
___ School District
___ Special District
___ Other Public Entity ________________________

Signature: ______________________________________

Nominator’s Affiliation: ______________________________

Date: _____________________________________________
Title:*
Consider approval of final Plat for Promontory Filing No. 4 Major Subdivision

Submitted By: Kristy Christensen
Meeting Date: 10/17/2018
Time Needed:* 20 Minutes

### Agenda Section Selection

**Agenda Section Selection (Select one)**
- [ ] Workshop Agenda Item
- [x] Regular Agenda Item
- [ ] Administrative Reports
- [ ] Report & Discussion Item
- [ ] Consent Agenda Item
- [ ] Executive Session
- [ ] Liquor Licensing Authority Item

**Recommended Motion:*** Approve Final Plat 2018-3 with staff recommendations

**Does this item require Legal review?***
- [x] Yes
- [ ] No

**Fiscal Impact?***
- [ ] Yes
- [x] No

**Operational Impact: (Check all that apply)**
- [ ] IT
- [ ] Police Department
- [ ] Parks-Recreation
- [ ] Public Works
- [ ] Utilities
- [ ] Planning

**Summary:*** The applicant requests approval of Final Plat for the Promontory Filing No. 4 subdivision. See details in the attached staff report

**I would like to upload supporting documentation:***
- [x] Yes
- [ ] No

**Web Client Link**
Use this link to review or add supporting documents after the initial submission:
https://docs.rifeco.org/laserfiche/index.aspx?db=CityofRifle&id=2876849;view=browse

**External Access Read-only Link (For Attorney’s Use Only)**
Use this link to review supporting documents after the initial submission:
MEMORANDUM

TO:         HONORABLE MAYOR AND CITY COUNCIL
FROM:       BRIAN RUSCHE, PLANNER II
DATE:       OCTOBER 8, 2018
SUBJECT:    PROMONTORY FILING 4 – FINAL PLAN
ADDRESS:    TBD
CASE #:     FINAL 2018-03
APPLICANT:  AEI NAPERPLACE LLC (REP: KYLE STONER)

I. REQUEST AND SUMMMARY

The applicant requests approval of a Final Plat for a Major Subdivision. The subdivision would create 32 single-family home lots between approximately 4200 and 6500 square feet. The intent is to provide smaller homes on smaller lots.

Promontory Filing 4 Subdivision received final approvals from the City of Rifle in 2008 for 49 townhomes. The streets, water, and sewer to serve the project was constructed in 2008. However, the recession prevented housing development from occurring. The new property owners have decided to use the existing infrastructure (with some modifications as described herein) but instead of townhomes they propose smaller single-family homes.

The zoning of the property is Medium-Density Residential (MDR). In MDR the minimum size of a single-family home lot is 3,000 square feet, so the project meets the standards of the zone district. The applicant intends to construct some homes themselves, and sell some lots for others to construct.

The Planning Commission approved the Sketch/Preliminary Plan on August 28, 2018. The Council is given authority to approve the Final Plat. The project will be constructed/platted in one phase.

II. PROJECT MAP

The property is located east of Birch Avenue, south of 17th Street, and north of Bookcliffs Arts Center. (see map on next page)
III. ZONING, LAND USE, AND COMPREHENSIVE PLAN
Promontory F4 is zoned Medium Density Residential (MDR). It is surrounded by LDR zoning with single family homes to the north, Public Zone District (Bookcliff Arts Center) to the south, and vacant land zoned both MDR and Community Service to the west. The Council has recently approve the North Pasture Filing 6 with 18 new lots on a portion of the MDR property to the west of Arabian Avenue.
The Comprehensive Plan designation for this area is *MDR*. The applicant’s proposal for small single-family homes meets the intent of the Comprehensive Plan. This development type already exists in the neighborhood, on 17th Street west of Birch Avenue.

**IV. STAFF COMMENTS**

See the attached Final Plat for the layout of the proposed subdivision lots. Because the infrastructure has already been constructed for townhomes, the applicant needs to retrofit and improve the infrastructure to make it work for single-family homes.

The following are comments from City Staff on the project:

**A. Streets**

1. The applicant intends to resurface 17th Street Circle and dedicate it to the City of Rifle. 17th Circle was originally intended to be a private street maintained by the HOA. However, the applicant’s change from townhomes to single-family homes makes it unlikely that an HOA will exist to maintain the street.

2. 17th Circle is only 26-feet wide. This does not meet the standards of the Public Works Manual which require 36-foot wide streets with on-street parking. The applicant intends to retain seven (7) guest parking spaces. Staff is willing to include these guest parking spaces in the ROW under City maintenance. This is an unusual situation, but since the streets are narrower this is a fair trade-off.

3. The applicant intends to resurface the street as part of subdivision improvements. The applicant shall provide details on resurfacing of the street to ensure it meet City ROW standards. The applicant shall perform any other requirements of Public Works to improve the streets to their original condition.

4. The applicant intends to construct a sidewalk on the south side of 17th Circle, as this side of the street was not originally planned with a sidewalk. There will be a landscape area between the sidewalk and the curb. The applicant shall put conduit under the sidewalk so that homeowners can add irrigation to this area if desired.

5. 17th Circle shall be signed “no-parking” as part of subdivision improvements. This is required by the Colorado River Fire and Rescue District in order to provide appropriate access in the event of an emergency. The CC&Rs of the subdivision, if provided, should address on-street parking (not permitted) and further regulate campers, trailers, and outside storage.

**B. Neighborhood Design**

6. Staff recommends that houses that border on Birch Ave be required to face Birch Ave, with backyards and driveways coming off of 17th Circle. The attractiveness of Birch Avenue would be improved by this home orientation. The front of houses would face the street, rather than backyards and fences. This meets the Comprehensive Plan goal for
neighborhood design which states (Page 81): “Residential streets should be faced with windows, balconies, doors, and porches, allowing residents to watch over their neighborhood rather than a continuous row of garage doors. This provides “eyes on the street” at all hours to promote safety. Alley-loaded residences improve the streetscape by reducing the number of driveways that interrupt the sidewalk, putting the emphasis on people instead of cars.”

7. The City’s PUD standards (16-3-640) apply to the project because the project is receiving concessions from standard City policies. These include:
   a) The City is accepting a street as City ROW that does not conform with the Public Works Manual. The narrow width of the street will require increased enforcement to prevent on-street parking and maintain emergency access.
   b) The City is accepting maintenance of head-in guest parking spaces as part of the ROW.
   c) The City is accepting the stormwater detention pond as City property and maintenance. The City does not yet have a program to pay for stormwater maintenance and has not accepted ownership of ponds in the past.

8. The PUD standards state that projects receiving concessions should provide community benefits. Orienting homes towards the street leads to a friendlier, attractive neighborhood and improves maintenance of the street frontage. Section 16-3-640(c)(3) of the PUD standards state that the backs of houses should not front a street. The same principle is stated in the City of Rifle Comprehensive Plan. The property owners across the street (the Savages) have agreed that the future subdivision in that location will have an orientation facing Birch Avenue. The dentist office on 16th Street was constructed with parking behind the building. This neighborhood pattern should be continued.

9. Maintenance of Birch Avenue sidewalk (snow shoveling, weeds, etc). The existing SIA requires an HOA be formed to maintain Birch Ave frontage due to the fact that homeowners are unlikely to maintain sidewalks behind their backyard fence. This is a problem further south on Birch Avenue where no HOA exists and City Code Enforcement receives regular complaints. The developer has proposed eliminating the HOA requirement and Staff agrees an HOA is unlikely to function in a single-family home subdivision. As a solution to this issue, an orientation towards Birch Ave would give homeowners responsibility over Birch Ave frontage and make an HOA unnecessary.

C. Utilities

10. The applicant will install new water and sewer service lines that conform with City standards for single-family home lots.

11. The applicant shall test and confirm that constructed utilities are in good condition to the satisfaction of Public Works and Utilities staff. This shall occur before the Final Plat is recorded.
12. The stormwater detention pond shall be improved to its original condition as part of the subdivision improvements. The City is willing to take ownership and maintenance of the detention pond in exchange for an upfront fee to be paid by the developer, the amount of which is incorporated into the SIA.

V. STAFF COMMENTS AND RECOMMENDATION

Staff recommends that City Council APPROVE the final plat for The Promontory at Graham Mesa Filing 4 (FINAL 2018-03) with the following conditions:

1. The above staff comments shall be addressed prior to the recording of the Final Plat and/or pursuant to the approved SIA.
2. Provide GIS information before the final plat is recorded.

VI. FINDINGS

Pursuant to Section 16-5-430, the City shall consider the following criteria before approving a project (staff comments shown in bold italics):

1. Conformance of the proposal with the City of Rifle Municipal Code;
   
   The proposal is following the process as described in the code.

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

3. The desirability for the proposed use in the specific area of the City;
   
   Small single-family home lots are desirable in this area.

4. The potential for adverse environmental effects that might result from the proposed use;
   
   None.

5. Compatibility of the proposed use and the site (or subdivision) plan with the Comprehensive Plan;
   
   The proposal follows the Comprehensive Plan, which envisions single or multi-family homes in this area.
6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area;

*Staff would anticipate replacing a vacant area without aesthetic value with new homes would be an improvement on surrounding property values.*
1ST AMENDED FINAL PLAT OF
PROMONTORY AT GRAHAM MESA, FILING 4

A PARCEL OF LAND BEING SITUATED IN THE NW 3/4 NW 3/4 OF SECTION 30,
TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.,
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO

SOPRIS ENGINEERING - LLC

CIVIL ENGINEERS
502 MAIN STREET, SUITE A3
CARRIONDALE, COLORADO 81623
(970) 625-0311 SOPRISENG@SOPRISENG.COM
### (A) General:

<table>
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<th>ITEM</th>
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**SUBTOTAL (A):** 31,000.00

### (B) Demolition

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<td>5</td>
<td>CONCRETE SIDEWALK 4&quot; THICK</td>
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<td>VALLEY PAN</td>
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**SUBTOTAL (B):** 18,498.00

### (C) Street and Sidewalk Improvements:

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**SUBTOTAL (C):** 127,131.00

### (D) On-Site Utility Improvements:

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**SUBTOTAL (D):** 210,439.50

### (E) Fees

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<td>32</td>
<td>COMCAST FEES</td>
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<td>CENTURYLINK FEES</td>
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**SUBTOTAL (E):** 58,000.00

**TOTAL A THRU E:** 445,068.50  
**10% CONTINGENCY:** 44,506.85  
**TOTAL:** 489,575.35

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**NOTE:** This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.
CITY OF RIFLE, COLORADO
ORDINANCE NO. 17
SERIES OF 2018

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR THE PROMONTORY AT GRHAM MESA, FILING 4.

WHEREAS, in August 2018, there was filed with the Rifle Planning Department an application for Final Plat approval for subdivision of property owned by AEI Naperplace, LLC, (hereinafter “Developer”), which property is known as The Promontory at Graham Mesa, Filing 4 described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, on August 28, 2018, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on October 17, 2018 and November 7, 2018, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Preliminary Plan, and that all conditions of Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (“SIA”) which Final Plat and SIA are available for inspection at the City Clerk’s Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. That certain Final Subdivision Plan and Final Subdivision Plat for Promontory Graham Mesa, Filing 4 is hereby approved subject to the terms and conditions contained in the SIA. Developer shall also comply in full with the conditions of the Planning and Development Department’s staff report presented to the City Council on even date herewith.

3. Developer shall further comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual.
4. The Mayor is hereby authorized to indicate the City Council’s approval of the Final Subdivision Plat for the Property and the SIA by signing the Final Plat and SIA. A true and correct copy of the Final Plat for the Property and the SIA shall be deposited with the City Clerk and shall be available for public inspection at the Clerk’s office after being fully executed by the parties.

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

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

7. The City Council’s approval of this Final Subdivision Plan and the Final Subdivision Plat creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, et. seq., and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on October 17, 2018, 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 November 7, 2018, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ________ of ____________________, 2018.

CITY OF RIFLE, COLORADO

BY: __________________________________
Mayor
City of Rifle, Colorado
Ordinance No. 17, Series of 2018
Page 3 of 4

ATTEST:

____________________________________
City Clerk
EXHIBIT A
LEGAL DESCRIPTION

LOTS 1-49,
THE PROMONTORY AT GRAHAM MESA, FILING 4, TOWNHOME PLAT
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 2008, AT RECEPTION NO. 746199

CITY OF RIFLE
COUNTY OF GARFIELD
STATE OF COLORADO
SITE SPECIFIC DEVELOPMENT PLAN AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROMONTORY AT GRAHAM MESA, FILING 4

THIS AGREEMENT made this _____ day of ____________, 2018, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality (hereinafter "City") and AEI Naperplace, LLC (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado, which property is to be known as The Promontory at Graham Mesa, Filing 4, and is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Property” or “Filing 4”); and

WHEREAS, the City and Developer’s predecessor in interest previously entered into the Finkle Annexation Agreement (“Annexation Agreement”), dated March 1, 2000, recorded with the Garfield County Clerk and Recorder’s Office as Reception No. 564201, the terms and conditions of which are incorporated herein by reference, unless otherwise modified herein; and

WHEREAS, Developer’s predecessor in interest recorded an approved Final Plat for the Property in 2008 (the “2008 Final Plat”) for multifamily structures that Developer is now amending for single family lots; and

WHEREAS, on August 28, 2018, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on October 17, 2018, the City Council of the City of Rifle approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property, which Ordinance No. 17, Series of 2018 is recorded as Reception No. ________________ in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

1. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property and to constitute the Subdivision Improvement Agreement provided for in Sections 16-4-170, 16-5-440(d)(1) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Chapter 16 of the Rifle Municipal Code), and state and federal
statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

2. **Fees.** Developer’s predecessor in interest paid certain fees when the 2008 Final Plat was recorded that satisfied such fees due at Final Plat pursuant to the Annexation Agreement. Taking those payments into account, the following fees shall be paid to the City by the Developer:

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

   B. **Water and Sewer Tap Fees.** Developer, its successors and assigns, shall comply in full with Chapter 13 of the Rifle Municipal Code regarding tap fees for water and sewer service at time of Building Permit application for individual improvements.

   C. **Water Rights Dedication.**

      (i) **Water Rights Dedication Fees Due Prior to the Recordation of Final Plat for Filing 4.** Water Rights Dedication Fees due at Final Plat were satisfied prior to recording the 2008 Plat.

      (ii) **Water Rights Dedication Fees Due at the Time of Building Permit or Upon Future Application.** For any areas that the Developer or any future lot Developer desires to irrigate in excess of those covered by the above stated water rights dedication, water rights dedications fees shall be due at the time of any building permit application and shall be based upon the fees then in effect per EQR, for any additional EQRs deemed applicable to the additional irrigated areas.

   D. **Parkland Dedications, Fees, and Credits.**
(I) Parkland Dedication Fees Due at Final Plat for Filing 4. The Parkland Dedication Fees due at Final Plat were satisfied prior to recording the 2008 Plat.

(ii) Parkland Dedication Fees Due Building Permit for Filing 4. The City and Developer agree that the Property is subject to the City parkland dedication requirements set forth in Rifle Municipal Code §§16-1-90 and 16-4-110. Developer shall pay parkland dedication fees then in effect for each unit at the time of building permit application.

E. Offsite Street Impact Fees. One-third of the Offsite Street Impact Fees due for the Property were satisfied prior to recording the 2008 Plat. Developer shall pay two-thirds of the Offsite Street Impact Fees then in effect for each unit at the time of building permit application.

F. Northeast Tank Upper Pressure Zone (“NTUPZ”) Impact Fees. Pursuant to the Annexation Agreement, Developer shall pay a Northeast Tank Upper Pressure Zone Impact Fee for all lots within the Property, as follows: The NTUPZ Fee then in effect shall be paid, one-half at time of Final Plat, for those lots included in the subject Final Plat, and one-half at the time of building permit application. Fifty percent (50%) of the NTUPZ Fee due for the Property was satisfied prior to recording the 2008 Plat. Developer shall pay fifty percent of the NTUPZ Fee then in effect for each unit at the time of building permit application.

G. Stormwater Drainage Impact Fee. Developer shall pay $3,300 in consideration for the City taking ownership and responsibility for the stormwater drainage lot and facility adjacent to Lots 6 and 7.

3. Specific Conditions. Developer agrees to perform the following conditions:

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

B. Staff Report. The Staff Comments and Recommendations set forth in the staff report to the City Council attached hereto as Exhibit C and incorporated herein by this reference are hereby expressed conditions with which Developer shall comply.

4. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, landscaping, water or sewer distribution facilities, drainage structures, gas lines, electrical facilities, cable T.V., telephone lines, utility
systems and streets (public and/or private) required by this Agreement or shown on the final subdivision plat (the "public improvements") shall be installed and completed at the expense of the Developer. All public improvements required by this Agreement and shown on the Final Subdivision Plat submittal for Filing 4, and the estimated costs thereof, are identified on Exhibit B attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer and approved by the Public Works Director or his designee, which plans and specifications are on file at City Hall, the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

5. Construction Observation.

A. City Construction Observation. The City shall have the right to make construction observations at reasonable intervals and at the Developer's expense during construction of the public improvements. Acquiescence in or approval by any construction observer of the City of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the public improvements. City approvals shall be made only after completion of construction and in the manner set forth herein, in the Rifle Municipal Code and the Public Works Manual.

B. Developer Reports. To assist the City in monitoring the installation of the public improvements, a supervisor employed by the Developer's general contractor shall inspect the public improvements on at least a weekly basis, and shall provide the Public Works Director or his designee with supervisor's field and inspection notes relating to the installation of the public improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the Public Works Director or his designee of the status of the work on the public improvements.

C. Geotechnical Monitoring. The Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved plans and specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing to certify to the owner and the City of Rifle that the applicable construction is in compliance with the City of Rifle's Municipal Code and Public Works Manual.

6. Completion of Public Improvements; Approval.

A. Completion of Public Improvements. The Developer shall complete all
public improvements within one (1) year of the execution of this Agreement. Upon the Developer's completion of construction of the public improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications. Thereafter, the Public Works Director or his designee shall inspect the public improvements and state, in writing and with specificity, their conformity or lack thereof to the Plans and Specifications.

B. Corrections and Record Drawings. The Developer shall make all corrections necessary to bring the public improvements into conformity with the Plans and Specifications. The Developer shall at its expense have Record Drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all public improvements to be dedicated to the City. The Record Drawings and costs summary shall be forwarded to the City for review and approval.

C. Public Works Director or his designee Certification, Acceptance Date. Once the Record Drawings and costs summary are approved, and any and all corrections are completed, the Public Works Director or his designee shall determine, in writing that all public improvements are in conformity with the Plans and Specifications, and the date of such determination shall be known as the “Acceptance Date”.

D. Water and Sewer Taps. The City shall be under no obligation to, but may at its discretion, provide any water or sewer service until all public improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are approved by the Public Works Director or his designee pursuant to this Agreement. However, upon approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

7. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quitclaim deed to the City conveying any interests it has in the public improvements. The Developer shall also execute a bill of sale conveying the public improvements to the City, free and clear of all liens and encumbrances. All public improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

8. Warranty. Developer shall warrant any and all public improvements and facilities
which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities located on or under public lands and easements) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that: The title conveyed shall be good and its transfer rightful; Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

9. Related Costs - Public Improvements. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the public improvements.


A. Performance Guarantee. In order to secure the construction and installation of the public improvements above described for the Property for which the Developer is responsible, the Developer shall upon execution of this Agreement, and before any lots are contracted for or sold or offered for sale, furnish the City with a certificate or other evidence, in good and sufficient form approved by the City Attorney, of an irrevocable letter of credit to secure the performance and completion of the public improvements, in an amount equal to the estimated costs of said facilities for Filing 4 as set forth on Exhibit B, less those public improvements that have been completed. If a letter of credit, the letter of credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, (ICC Publication No. 500).

B. Default. In the event the public improvements are not constructed or completed within twelve (12) months of the date of the recordation of the Final Plat for Filing 4, the letter of credit shall provide that the funds necessary to complete the public improvements for Filing 4 shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the public improvements called for herein.

C. Release of Performance Guarantee. Within ten (10) days of timely completion of the public improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee for Filing 4, and upon the approval of the City Manager, the performance guarantee relating to Filing 4 shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs for Filing 4, the Developer shall be responsible for the balance. The City Manager may
cause a portion of the performance guarantee to be released as specific improvements are completed and approved. A partial release shall be made within ten (10) days after acceptance by the City.

D. Estimated Costs. The estimated costs of the public improvements shall be a figure mutually agreed upon by the Developer and the Public Works Director or his designee as set forth on Exhibit B attached hereto. In the event the cost of the public improvements exceeds the estimated cost, Developer shall be solely responsible for the actual cost. The purpose of the cost estimate is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such public improvements.

E. Record Drawings. The parties expressly agree that the Developer's preparation and submission to the City of Record Drawings and a summary of actual construction costs for the public improvements to be dedicated to the City--and approval by the City of the Record Drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the Record Drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the public improvements for the subject phase, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten percent (10%) of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach.

11. Scope of SIA; Phasing Plan. This Subdivision Improvements Agreement only covers Filing 4 of the Promontory at Graham Mesa.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy for Filing 4, in the minimum amount available, indicating that Filing 4 is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed for that phase. At the time of recording the Final Plat for Filing 4, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat for Filing 4.
13. **Vested Rights.** Pursuant to Section 16-11-10, et. seq., of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for Filing 4, the City granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat for Filing 4 upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, et. seq. The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code Section 16-11-50.

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

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

A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described in Paragraph 15.B., below, has been recorded;

B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

C. A demand that the security given for the completion of the public improvements be paid or honored;
D. The refusal to consider further development plans within the Property; and/or

E. Any other remedy available at law.

F. Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described in 15.B., above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

16. Reserved.

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

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

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

20. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.
21. **Modifications.** This Agreement shall not be amended, except by subsequent written agreement of the parties.

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

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

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

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

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

27. **Attorneys' Fees; Survival.** Should this Agreement become the subject of litigation to resolve a claim of default in performance by any party, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees, expenses, and court costs. All rights concerning remedies and/or attorneys fees shall survive any termination of this Agreement.

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

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

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

Notice to City: City of Rifle
P. O. Box 1908
Rifle, CO  81650

With copy to: Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO  81602

Notice to Developer: AEI Naperplace, LLC
c/o Kyle stoner
AEI Investments, LLC
11100 Santa Monica Blvd., Suite 260
Los Angeles, CA 90025

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

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

CITY OF RIFLE, COLORADO

By ____________________________
Mayor

ATTEST:

_____________________________
City Clerk
AEI NAPERPLACE, LLC

By: ______________________________

STATE OF ______________ )
COUNTY OF ____________ ) ss.

Acknowledged, subscribed, and sworn to before me this ___ day of __________, 2018, by _____________________________, authorized representative of AEI Naperplace, LLC, Developer.

WITNESS my hand and official seal. My Commission expires:
____________________.

____________________
Notary Public
EXHIBIT A

LOTS 1-49,
THE PROMONTORY AT GRAHAM MESA, FILING 4, TOWNHOME PLAT
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 2008, AT RECEPTION NO.
746199

CITY OF RIFLE
COUNTY OF GARFIELD
STATE OF COLORADO
EXHIBIT B

Cost Estimates
EXHIBIT C

Staff Report
Title:
AN ORDINANCE AMENDING CHAPTER 4 AND CHAPTER 6 OF THE RIFLE MUNICIPAL CODE PERTAINING TO THE COLLECTION OF SALES TAX-First Reading.

Submitted By: Michelle Duran
Meeting Date: 10/17/2018
Time Needed: 15 min

Agenda Section Selection

Agenda Section Selection (Select one)
☑ Workshop Agenda Item
☑ Regular Agenda Item
☐ Administrative Reports
☐ Report & Discussion Item
☐ Consent Agenda Item
☐ Executive Session
☐ Liquor Licensing Authority Item

Recommended Motion:
none-First Reading

Does this item require Legal review?
☑ Yes ☐ No

Fiscal Impact?
☑ Yes ☐ No

Fiscal Impact Explanation:
No change to sales taxes, but does have a change in Fees.

Operational Impact: (Check all that apply)
☐ IT
☐ Police Department
☐ Parks-Recreation
☐ Public Works
☐ Utilities
☐ Planning

Summary:
Revisions being made to adopt the standardized sales tax definitions as recommended by the state of Colorado Standardized Sales Tax Project.

I would like to upload supporting documentation:
☑ Yes ☐ No

Web Client Link
Use this link to review or add supporting documents after the initial submission:
TO: Rifle City Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Ordinance No. 16, Series of 2018 Amending Sales Tax Definitions  
DATE: October 10, 2018

In 2015, the Colorado Municipal League started the Sales Tax Definition Project to assist municipalities in revising their sales tax definitions to increase continuity and conformity for businesses and consumers throughout the state. CML worked with municipal tax professionals to develop these standardized definitions for municipalities that self-collect sales tax, like Rifle, and they have been adopted by dozens of municipalities across Colorado. Most of the definitions in Chapter 4 of the Rifle Municipal Code date back decades and some need modernization, but most of the changes prompted by the Sales Tax Definition Project are minor and simply create consistent language. Section 4-2-20(d) of the RMC already contemplates this goal in the legislative intent that states: the City Council also intends that this Article be construed in a manner uniform and consistent with other sales and use tax ordinances imposed by other home rule municipalities and by the Colorado Department of Revenue.

Colorado’s Taxpayer Bill of Rights codified at Colo. Const. art. X § 20(4) (“TABOR”) is always a concern when amending a tax code. TABOR requires that when a municipality adopts a “new tax” or a “tax policy change,” the municipality must hold an election to approve said tax change. Id. However, the Colorado Supreme Court held in TABOR Foundation v. Regional Transportation Dist., 416 P.2d 101 (Colo. 2018) that a “new tax” or a “tax policy change” that only results in a de minimis increase in revenue, when the intention of the action is to simplify the administration and collection of sales and use tax by standardizing the sales tax code, is not a “new tax” or a “tax policy change” and therefore does not require a TABOR election. Id. The Court further stated that TABOR must be viewed through the lenses of “reasonableness” and “practicality and workability.” Id. at 106-107.

There is no projected tax revenue increase with the amendments to the sales tax definitions in Ordinance No. 16, Series of 2018 and any that may subsequently occur are both de minimis and necessary to create continuity for businesses and consumers in the Colorado.

While making these amendments, staff recommends updating the fees for enforcing the Code contained in Section 8 of the Ordinance.
AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 4 AND CHAPTER 6 OF THE RIFLE MUNICIPAL CODE PERTAINING TO THE COLLECTION OF SALES AND USE TAX, UPDATING DEFINITIONS AND AMENDING CERTAIN FEES.

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 City is attempting to standardize its Sales Tax Code with other cities and towns in Colorado pursuant to the Sales Tax Definition Project spearheaded by the Colorado Municipal League; and

WHEREAS, Chapter 4, Article II, Division 2 of the Rifle Municipal Code provides for the regulation and administration of the collection of sales tax; and

WHEREAS, Chapter 6, Article II of the Rifle Municipal Code provides for the process of acquiring a sales tax license; and

WHEREAS, the City desires to amend Chapter 4 sales tax definitions and to revise certain provisions of the Chapter to conform with said definitions; and

WHEREAS, the City desires to amend Chapter 6 to revise certain provisions of the Chapter to conform with the definitions in Chapter 4; and

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

1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations, and findings by the City Council.

2. Section 4-2-20(b) of the Rifle Municipal Code is hereby amended as follows, with underlined text added and strike through language deleted:

   Sec. 4-2-20. - Legislative intent; uniform interpretation; simplification.

   ***

   (b) It is hereby declared to be the legislative intent of the City Council that, for the purposes of this Article, every person who stores or uses any automotive motor vehicle, trailer, semi-trailer or other personal property for which a title is issued and registered with the County Clerk and Recorder is exercising a taxable privilege.
3. Section 4-2-30 of the Rifle Municipal Code is hereby repealed in its entirety and replaced with the following:

Sec. 4-2-30. Definitions.

The following words and phrases, as used in this Article, shall have the meanings set forth below. These definitions are intended, as nearly as practical, to be consistent with other sales and use tax ordinances imposed by other home rule municipalities.

*Agricultural Producer* means a person regularly engaged in the business of using land for the production of commercial crops or commercial livestock. The term includes farmers, market gardeners, commercial fruit growers, livestock breeders, dairymen, poultrymen, and other persons similarly engaged, but does not include a person who breeds or markets animals, birds, or fish for domestic pets nor a person who cultivates, grows, or harvests plants or plant products exclusively for that person's own consumption or casual sale.

*Aircraft* means a device that is used or intended to be used for flight in the air.

*Aircraft Part* means any tangible personal property that is intended to be permanently affixed or attached as a component part of an aircraft.

*Aircraft Simulator* means a Flight Simulator Training Device (FSTD) as defined in Part I of Title 14 of the Code of Federal Regulations that is qualified in accordance with Part 60 of Title 14 of the Code of Federal Regulations for use in a Federal Aviation Administration Approved Flight Training Program.

*Aircraft Simulator Part* means any tangible personal property that is originally designed and intended to be permanently affixed or attached as a component part of an aircraft, and which will also function when it is permanently affixed or attached as a component part of an aircraft simulator.

*Airline Company* means any operator who engages in the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, or any aircraft operator who operates regularly between two (2) or more points and publishes a flight schedule. Airline company shall not include operators whose aircraft are all certified for a gross takeoff weight of twelve thousand five hundred (12,500) pounds or less and who do not engage in scheduled service or mail carriage service.

*Auction* means any sale where tangible personal property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.

*Automotive vehicle* means any vehicle or device in, upon or by which any person or property is or may be transported or drawn upon a public highway, or any device used or designed for aviation or flight in the air. *Automotive vehicle* includes, but is not limited to, motor vehicles,
trailers, semi-trailers or mobile homes. **Automotive vehicle** shall not include devices moved by human power or used exclusively upon stationary rails or tracks.

**Business** means all activities engaged in or caused to be engaged in with the object of gain, benefit or advantage, direct or indirect.

**Candy** means a preparation of sugar, honey, or other natural or artificial sweeteners in combination with chocolate, fruit, nuts, or other ingredients or flavorings in the form of bars, drops, or pieces. “Candy” does not include any preparation containing flour, products that require refrigeration or marijuana infused products.

**Carrier Access Services** means the services furnished by a local exchange company to its customers who provide telecommunications services which allow them to provide such telecommunications services.

**Charitable organization** means any entity which: (1) has been certified as a nonprofit organization under 501(c)(3) of the Internal Revenue Code, and (2) is an organization which exclusively and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burdens of government.

**City** means the municipality of Rifle.

**Coins** means monetized bullion or other forms of money manufactured from gold, silver, platinum, palladium or other such metals now, in the future or heretofore designated as a medium of exchange under the laws of this State, the United States or any foreign nation.

**Collection Costs** shall include, but is not limited to, all costs of audit, assessment, bank fees, hearings, execution, lien filing, distraint, litigation, locksmith fees, auction fees and costs, prosecution and attorney fees.

**Commercial Packaging Materials** means containers, labels, and/or cases, that become part of the finished product to the purchaser, used by or sold to a person engaged in manufacturing, compounding, wholesaling, jobbing, retailing, packaging, distributing or bottling for sale, profit or use, and is not returnable to said person for reuse. Commercial Packaging Materials does not include Commercial Shipping Materials.

**Commercial Shipping Materials** means materials that do not become part of the finished product to the purchaser which are used exclusively in the shipping process. Commercial Shipping Materials include but are not limited to containers, labels, pallets, banding material and fasteners, shipping cases, shrink wrap, bubble wrap or other forms of binding, padding or protection.

**Community Organization** means a nonprofit entity organized and operated exclusively for the promotion of social welfare, primarily engaged in promoting the common good and general
welfare of the community, so long as: (1) No part of the net earnings of which inures to the
benefit of any private shareholder or individual; (2) No substantial part of the activities of which
is carrying on propaganda, or otherwise attempting to influence legislation; and (3) Which does
not participate in, or intervene in (including the publishing or distributing of statements), any
political campaign on behalf of any candidate for public office.

Construction Equipment means any equipment, including mobile machinery and mobile
equipment, which is used to erect, install, alter, repair, remodel, or otherwise make
improvements to any real property, building, structure or infrastructure.

Construction materials means tangible personal property which, when combined with other
tangible personal property, loses its independent identity to become an integral part of a
completed structure or project for all private improvements. Construction materials includes but
is not limited to such things as: asphalt, bricks, builders' hardware, caulking material, cement,
concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and
cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam,
millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures,
putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting,
steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping,
wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood
preserver. The above materials, when used for forms or other items which do not remain as an
integral part of a completed structure or project are not construction materials.

Consumer means: any individual person or a person engaged in business in the City, who
uses, stores, distributes or otherwise consumes in the City tangible personal property or taxable
services purchased from sources inside or outside the City.

Contract Auditor means a duly authorized agent designated by the taxing authority and
qualified to conduct tax audits on behalf of and pursuant to an agreement with the municipality.

Contractor means any person who shall build, construct, reconstruct, alter, expand, modify, or
improve any building, dwelling, structure, infrastructure, or other improvement to real property
for another party pursuant to an agreement. For purposes of this definition, “contractor” also
includes subcontractor.

Cover Charge means a charge paid to a club or similar entertainment establishment which
may, or may not, entitle the patron paying such charge to receive tangible personal property,
such as food and/or beverages.

Data Processing Equipment means any equipment or system of equipment used in the
storage, manipulation, management, display, reception or transmission of information including,
but not limited to, computers, software program, hardware or firmware.

Digital Product means a modern version of a traditional product including, but not limited
to: (1) “digital images” which means works that include, but are not limited to, the following that
are generally recognized in the ordinary and usual sense as “photographs,” “logos,” “cartoons,” or “drawings.”  
(2) “digital audio-visual works” which means a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any, (3) “digital audio works” which means works that result from the fixation of a series of musical, spoken, or other sounds, including ringtones.  
For purposes of the definition of “digital audio works”, “ringtones” means digitized sound files that are downloaded onto a device and that may be used to alert the customer with respect to a communication, and (4) “digital books” which means works that are generally recognized in the ordinary and usual sense as “books”.

**Distribution** means the act of distributing any article of tangible personal property for use or consumption, which may include, but not be limited to, the distribution of advertising gifts, shoppers guides, catalogs, directories, or other property given as prizes, premiums, or for goodwill or in conjunction with the sales of other commodities or services.

**Dual Residency** means those situations including, but not limited to, where a person maintains a residence, place of business or business presence, both within and outside the City.  
A person shall be deemed to have established a legitimate residence, place of business or business presence outside of the City for purposes of dual residency if the person has a physical structure owned, leased or rented by such person which is designated by street number or road location outside of the City, has within it a telephone or telephones in the name of such person and conducts business operations on a regular basis at such location in a manner that includes the type of business activities for which the business (person), as defined in this Code, is organized.

**Dwelling unit** means a building or any portion of a building designed for occupancy as complete, independent living quarters for one (1) or more persons, having direct access from the outside of the building or through a common hall and having living, sleeping, kitchen and sanitary facilities for the exclusive use of the occupants.

**Engaged in business in the City** means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City.  **Engaged in business in the City** includes, but is not limited to, any one (1) of the following activities by a person:

a. Directly, indirectly or by a subsidiary maintains a building, store, office, salesroom, warehouse or other place of business within the taxing jurisdiction.

b. Sends one (1) or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service or assist in the use of his or her products, or for demonstration or other reasons.

c. Maintains one (1) or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction.

d. Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction.

e. Makes more than one (1) delivery into the taxing jurisdiction within a twelve-month period.

f. Is used by the manufacturer, compounder, wholesaler, jobber, retailer, packager, distributor or bottler to contain or label the finished product;

g. Is transferred by said person along with and as a part of the finished product to the purchaser; and

h. Is not returnable to said person for reuse.

Fabricating means an operation which changes the form or state of tangible personal property.

Factory Built Housing means a manufactured home, sectional or modular home.

Farm Equipment means any farm tractor, as defined in Section 42-1-102(33), C.R.S., any implement of husbandry, as defined in Section 42-1-102(44), C.R.S., and irrigation equipment having a per unit purchase price of at least one thousand dollars ($1,000.00). Farm equipment also includes, regardless of purchase price, attachments and bailing wire, binders twine and surface wrap used primarily and directly in any farm operation. Farm equipment also includes, regardless of purchase price, parts that are used in the repair or maintenance of the farm equipment described in this Paragraph, all shipping pallets, crates, or aids paid for by a farm operation, and aircraft designed or adapted to undertake agricultural applications. Farm equipment also includes, regardless of purchase price, dairy equipment. Except for shipping pallets, crates or aids used in the transfer or shipping of agricultural products, farm equipment does not include: (1) Vehicles subject to the registration requirements of Section 42-3-103, C.R.S., regardless of the purpose for which such vehicles are used; (2) Machinery, equipment, materials, and supplies used in a manner that is incidental to a farm operation; (3) Maintenance and janitorial equipment and supplies; and (4) Tangible personal property used in any activity other than farming, such as office equipment and supplies and equipment and supplies used in the sale or distribution of farm products, research, or transportation.

Farm closeout sale means full and final disposition of all tangible personal property previously used by a farmer or rancher in farming or ranching operations which are being abandoned.

Farm Operation means the production of any of the following products for profit, including, but not limited to, a business that hires out to produce or harvest such products: Agricultural, viticultural, fruit, and vegetable products; (2) Livestock; (3) Milk; (4) Honey; and (5) Poultry and eggs.

Finance Director means the City Treasurer or such other person designated by the City.

Food means food for domestic home consumption as defined in 7 U.S.C. § 2012(g) as amended, for purposes of the federal food stamp program as defined in 7 U.S.C. § 2012(h), as
amended, except that food does not include carbonated water marketed in containers; chewing gum; seeds and plants to grow food; prepared salads and salad bars; cold sandwiches; deli trays; and food or drink vended by or through machines or non-coin-operated coin-colalecting food and snack devices on behalf of a vendor.

_Garage Sales_ means sales of tangible personal property, except automotive vehicles, occurring at the residence of the seller, where the property to be sold was originally purchased for use by members of the household where such sale is being conducted. The term includes, but is not limited to, yard sales, estate sales, and block sales.

_Gross sales_ means the total amount received in money, credit, property or other consideration valued in money for all sales, leases or rentals of tangible personal property or services.

_Internet Access Services_ means services that provide or enable computer access by multiple users to the Internet, but shall not include that portion of packaged or bundled services providing phone or television cable services when the package or bundle includes the sale of internet access services.

_Internet Subscription Service_ means software programs, systems, data and applications available online through rental, lease or subscription, that provide information and services including, but not limited to, data linking, data research, data analysis, data filtering or record compiling.

_License_ means a sales and use tax license issued by the City.

_Linen services_ means services involving provision and cleaning of linens, including but not limited to rags, uniforms, coveralls and diapers.

_Lodging services_ means the provision or facilitation of provision of any rooms or accommodations by any person, partnership, association, corporation, estate, representative capacity or any combination of individuals by whatever name known to a person who, for a consideration including barter, trade or timesharing uses, possesses or has the right to use or possess any room or other accommodation, including but not limited to a hotel, inn, bed and breakfast residence, apartment, single family residence, lodging house, condominium, motor hotel, guesthouse, guest ranch, trailer coach, mobile home, auto camp, trailer court and park, or similar establishment, for a period of less than thirty (30) days under any concession, permit, right of access, license to use, or other agreement.

_Machinery_ means any apparatus consisting of interrelated parts used to produce an article of tangible personal property. The term includes both the basic unit and any adjunct or attachment necessary for the basic unit to accomplish its intended function.

_Manufactured Home_ means any preconstructed building unit or combination of preconstructed building units, without motive power, where such unit or units are manufactured in a factory or at a location other than the residential site of the completed home, which is
designed and commonly used for occupancy by persons for residential purposes, in either temporary or permanent locations, and which unit or units are not licensed as a vehicle.

Manufacturing means the operation or performance as a business of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

Medical Marijuana means marijuana acquired, possessed, cultivated, manufactured, delivered, transported, supplied, sold, or dispensed to a person who qualifies as a patient with a debilitating medical condition(s) under Article XVIII, Section 14, of the Colorado Constitution, and which person holds a valid “registry identification card” issued by the State of Colorado pursuant to Colorado Constitution, Article XVIII, Section 14.

Mobile machinery and self-propelled construction equipment means those vehicles, self-propelled or otherwise, which are not designed primarily for the transportation of persons or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of persons or cargo over the public highways, but which have been redesigned or modified by the mounting thereon of special equipment or machinery and may be only incidentally operated or moved over the public highways. This definition includes but is not limited to wheeled vehicles commonly used in the construction, maintenance and repair of roadways, the drilling of wells and the digging of ditches.

Modular Home means any structure that consists of multiple sections fabricated, formed or assembled in manufacturing facilities for installation and assembly at the building site, and is constructed to the building codes adopted by the State Division of Housing, created in Section 24-32-706, C.R.S., and is designed to be installed on a permanent foundation.

Motor Fuel means gasoline, casing head or natural gasoline, benzol, benzene and naphtha, gasohol and any liquid prepared, advertised, offered for sale, sold for use or used or commercially usable in internal combustion engines for the generation of power for the propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft or railroad cars or railroad locomotives.

Newspaper means a publication, printed on newsprint, intended for general circulation and published regularly at short intervals, containing information and editorials on current events and news of general interest. The term newspaper does not include: magazines, trade publications or journals, credit bulletins, advertising inserts, circulars, directories, maps, racing programs, reprints, newspaper clipping and mailing services or listings, publications that include an updating or revision service, or books or pocket editions of books.
Online Garage Sales means sales of tangible personal property, except automotive vehicles, occurring online, where the property to be sold was originally purchased for use by the seller or members of the seller’s household.

Photovoltaic systems means a power system designed to supply useable solar power by means of photovoltaics, a method of converting solar energy into direct current electricity using semiconducting materials that create voltage or electric current in a material upon exposure to light. It consists of an arrangement of several components, including solar panels to absorb and convert sunlight into electricity, a solar inverter to change the electric current from DC to AC, as well as mounting, cabling and other electrical accessories to set up a working system.

Person means any individual, firm, partnership, joint venture, corporation, estate, trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

Preprinted newspaper supplements means inserts, attachments or supplements circulated in newspapers that:

a. Are primarily devoted to advertising; and

b. The distribution, insertion or attachment of which is commonly paid for by the advertiser

Prepress Preparation Material means all materials used by those in the printing industry including, but not limited to, airbrush color photos, color keys, dies, engravings, light-sensitive film, light-sensitive paper, masking materials, Mylar, plates, proofing materials, tape, transparencies, and veloxes, which are used by printers in the preparation of customer specific layouts or in plates used to fill customers' printing orders, which are eventually sold to a customer, either in their original purchase form or in an altered form, and for which a sales or use tax is demonstrably collected from the printer's customer, if applicable, either separately from the printed materials or as part of the inclusive price therefor. Materials sold to a printer which are used by the printer for the printer's own purposes, and are not sold, either directly or in an altered form, to a customer, are not included within this definition.

Prescription drugs for animals means drugs dispensed in accordance with any order in writing, dated and signed by a practitioner or given orally by a practitioner, specifying the animal for which the medicine or drug is offered and directions, if any, to be placed on the label.

Prescription Drugs for Humans means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, and to state at a minimum the symbol “Rx Only,” and is dispensed in accordance with any order in writing, dated and signed by a licensed practitioner of the healing arts, or given orally by a practitioner, not including drugs available over the counter, and immediately reduced to writing by the pharmacist, assistant pharmacist, or pharmacy intern, specifying the name and any
required information of the patient for whom the medicine, drug or poison is offered and directions, if any, to be placed on the label.

Price or purchase price means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the materials used, labor or service cost, and exclusive of any direct tax imposed by the federal government or by this Article; and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange if:

a. Such exchanged property is to be sold thereafter in the usual course of the retailer's business; or

b. Such exchanged property is a vehicle and is exchanged for another vehicle, and both vehicles are subject to licensing, registration or certification under the laws of this State, including but not limited to vehicles operating upon public highways, off-highway recreation vehicles, watercraft and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or purchase price includes:

a. The amount of money received or due in cash and credits.

b. Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.

c. Any consideration valued in money, such as trading stamps or coupons whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.

d. The total price charged on credit sales, including finance charges which are not separately stated. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except that the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated is not part of the purchase price.

e. Installation, applying, remodeling or repairing the property, delivery and wheeling-in charges included in the purchase price and not separately stated.

f. Transportation and other charges to effect delivery of tangible personal property to the purchaser.

g. Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.
h. The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

*Price or purchase price* shall **not** include:

a. Any sales or use tax imposed by the State of Colorado or by any political subdivision thereof.

b. The fair market value of property exchanged if such property is to be sold thereafter in the retailer's usual course of business. This is not limited to exchanges in Colorado. Out-of-state trade-ins are an allowable adjustment to the purchase price.

c. Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

*Private communications services* means telecommunications services furnished to a subscriber, which entitle the subscriber to exclusive or priority use of any communication channel or group of channels, or to the exclusive or priority use of any interstate intercommunications system for the subscriber's stations.

*Prosthetic devices* means any artificial limb, part, device or appliance for human use which aids or replaces a bodily function; is designed, manufactured, altered or adjusted to fit a particular individual; and is prescribed by a licensed practitioner of the healing arts. *Prosthetic devices* includes but is not limited to prescribed auditory, ophthalmic, ocular, cardiac, dental, therapeutic or orthopedic devices or appliances, oxygen concentrators and oxygen with related accessories.

*Purchase or sale* means the acquisition for any consideration by a person of tangible personal property or taxable services that are purchased, leased, rented, sold, used, stored, distributed or consumed. These terms include capital leases, installment and credit sales, and property and services acquired by:

a. Transfer, either conditionally or absolutely, of title, possession or both to tangible personal property, other taxable products, or taxable services;

b. A lease, lease-purchase agreement, rental or grant of a license, including royalty agreements, to use tangible personal property, other taxable products, or taxable services.

c. Performance of taxable services; or

d. Barter or exchange for other tangible personal property, other taxable products, or services.

The terms *purchase* and *sale* do **not** include:
a. A division of partnership assets among the partners according to their interests in the partnership.

c. The transfer of assets of shareholders in the formation or dissolution of professional corporations.

d. The dissolution and the pro rata distribution of the corporation's assets to its stockholders, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;

e. A transfer of a partnership interest.

f. The transfer of assets to a commencing or existing partnership, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;

g. The repossession of personal property by a chattel mortgage holder or foreclosure by a lienholder.

h. The transfer of assets from a parent corporation to a subsidiary corporation which is owned at least eighty percent (80%) by the parent corporation, which transfer is solely in exchange for stock or securities of the subsidiary corporation.

i. The transfer of assets from a subsidiary corporation which is owned at least eighty percent (80%) by the parent corporation to a parent corporation or to another subsidiary which is owned at least eighty percent (80%) by the parent corporation, which transfer is solely in exchange for stock or securities of the parent corporation or the subsidiary which received the assets.

k. The transfer of assets between parent and closely held subsidiary corporations, or between subsidiary corporations closely held by the same parent corporation, or between corporations which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a tax imposed by this Article was paid by the transferor corporation at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the manufacturing, fabricating or physical changing of the assets by the transferor corporation. To such an extent any transfer referred to in this Paragraph shall constitute a sale. For the purposes of this Paragraph, a closely held subsidiary corporation is one in which the parent corporation owns stock possessing at least eighty percent (80%) of the total combined voting power of all classes of stock entitled to vote and owns at least eighty percent (80%) of the total number of shares of all other classes of stock.

*Rail Carrier* means as defined in Section 10102 of Title 49 of the United States Code as of October 10, 2013, and as it may be amended hereafter.
Rail Carrier Part means any tangible personal property that is originally designed and intended to be permanently affixed or attached as a component part of a locomotive or rail car used by a rail carrier.

Recreation services means all services relating to athletic or entertainment participation events, including but not limited to pool, golf, billiards, skating, tennis, bowling, coin-operated amusement devices, video games and video club memberships.

Renewable Energy means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy). Renewable energy does not include energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources.

Resident means a person who resides or maintains one or more places of business within the City, regardless of whether that person also resides or maintains a place of business outside of the City.

Retail sales means all sales except wholesale sales.

Retailer means any person selling, leasing or renting tangible personal property or services at retail. Retailer shall include any:

a. Auctioneer.

b. Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer.

c. Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes.

d. Retailer-contractor, when acting in the capacity of a retailer.

Retailer-Contractor means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for resale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts. Return means the sales and use tax reporting form used to report sales and use tax.

Sales tax means the tax to be collected and remitted by a retailer on sales taxed under this Article.
Security system services means electronic security system services. Such term does not include nonelectronic security services such as consulting, human or guard dog patrol services.

School means an educational organization which maintains a faculty and curriculum and has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are routinely conducted.

Soft Drink means a nonalcoholic beverage that contains natural or artificial sweeteners. “Soft drink” does not include beverages that contain milk or milk products, soy, rice, or similar milk substitutes, or greater than fifty percent of vegetable or fruit juice by volume.

Software Program means a sequence of instructions that can be measured, interpreted and executed by an electronic device (e.g. a computer, tablets, smart phones). Software program includes: (1) Custom software program, which is a software program prepared to the special order or specifications of a single customer; (2) Pre-written software program, which is a software program prepared for sale or license to multiple users, and not to the special order or specifications of a single customer. Pre-written software is commonly referred to as “canned,” “off-the-shelf (“COTS”),” “mass produced” or “standardized;” (3) Modified software, which means pre-written software that is altered or enhanced by someone other than the purchaser to create a program for a particular user; and (4) The generic term “software,” “software application,” as well as “updates,” “upgrades,” “patches,” “user exits,” and any items which add or extend functionality to existing software programs.

Software as a Service means software that is rented, leased or subscribed to from a provider and used at the consumer’s location, including but not limited to applications, systems or programs.

Software License Fee means a fee charged for the right to use, or maintain a copy of, software, regardless of the form of the software.

Software Maintenance Agreement means an agreement, typically with a software provider, that may include (1) provisions to maintain the right to use the software; (2) provisions for software upgrades including code updates, version updates, code fix modifications, enhancements, and added or new functional capabilities loaded into existing software, or (3) technical support.

Solar thermal system means a system whose primary purpose is to use energy from the sun to produce heat or cold for (10 Heating or cooling a residential or commercial building; (2) Heating or cooling water; or (3) Any industrial commercial, or manufacturing process.

Sound system services means sound system services involving provision of broadcast or prerecorded audio programming to a building or portion thereof. Such term does not include installation of sound systems where the entire system becomes the property of the building owner or the sound system service is for presentation of live performances.
**Special Fuel** means kerosene oil, kerosene distillate, diesel fuel, all liquefied petroleum gases, and all combustible gases and liquids for use in the generation of power for propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft, railroad cars or railroad locomotives.

**Special Sales Event** means any sales event which includes more than three (3) Vendors taking place at a single location for a limited period of time not to exceed seven (7) consecutive days.

**Storage or storing** means any keeping or retention of, or exercise of dominion or control over, tangible personal property not while in transit but on a stand still basis for future use when leased, rented or purchased at retail from sources within or without the City for any person or vendor.

**Tangible personal property** means personal property that can be one or more of the following: seen, weighed, measured, felt or touched, stored, transported, or exchanged, or that is in any other manner perceptible to the senses.

**Tax** means the use tax due from a consumer, the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

**Tax deficiency or “Deficiency”** means any amount of tax, penalty, interest, or any other fee that is not reported and/or not paid on or before the date that any return or payment of the tax is required under the terms of this Code.

**Taxable sales** means gross sales less any exemptions and deductions specified in this Article.

**Taxable services** means services subject to tax pursuant to this Article.

**Taxpayer** means any person obligated to collect and/or pay tax under the terms of this Article.

**Telecommunications service** means the transmission of any two-way interactive electromagnetic communications, including but not limited to voice, image, data and any other information by the use of any means, but not limited to wire, cable, fiber optical cable, microwave, radio wave, Voice over Internet Protocol (VoIP), internet access, remote access to computers and electronic storage equipment, or any combination of such media, including any form of mobile two-way communication. **Therapeutic devices** means devices, appliances or related accessories that correct or treat a human physical disability or surgically created abnormality.

**Television & Entertainment Services** means audio or visual content, that can be transmitted electronically by any means, for which a charge is imposed.

**Toll Free Telecommunications Service** means a “telecommunications service” that allows a caller to dial a number without incurring a charge for the call.
Total tax liability means the total of all taxes, penalties or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

Transient merchant means any person who engages in the business of transient/temporary sales.

Transient / Temporary Sale means a sale by any person who engages in a temporary business of selling and delivering goods within the city for a period of no more than seven consecutive days.

Use means the exercise, for any length of time by any person within the City of any right, power or dominion over tangible personal property or services when rented, leased or purchased at retail from sources either within or without the City from any person or vendor or used in the performance of a contract in the City whether such tangible personal property is owned or not owned by the taxpayer, or withdrawn from inventory for consumption.

Use tax means the tax paid or required to be paid by a consumer for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the City.

Vendor is synonymous with retailer, as the same is defined above.

WATS/800 service means any outbound or inbound interstate wide area telecommunications service or other similar service which entitles the subscriber, upon payment of a periodic charge, based upon a flat amount and/or usage, to make or receive a large volume of telephonic communications to or from persons having telephone or radio telephone stations in specified areas which are outside the telephone system area in which the subscriber's station is located.

Wholesale sales means sales to licensed retailers, jobbers, dealers or wholesalers for resale. Sales by wholesalers to consumers are not wholesale sales. Sales by wholesalers to nonlicensed retailers are not wholesale sales.

Wholesaler means any person selling to retailers, jobbers, dealers or other wholesalers for resale, and not for storage, use, consumption or distribution.

4. Section 4-2-110 of the Rifle Municipal Code is hereby amended as follows, with underlined text added and strike through language deleted:

Sec. 4-2-110. - Sales tax imposed upon certain transactions, property and services.

There is hereby levied a tax in an amount equal to four and one-quarter percent (4.25%) of the amount of the sale, which shall be imposed upon:
(1) All sales of commodities and services as defined in Section 4-2-30 above unless specifically exempted in this Article.

(2) The sale of tangible personal property, including food, that is sold, leased or rented at retail, whether or not such property has been included in a previous taxable transaction.

(3) Telephone services for all local calls originating in the City on telephone instruments located in the City.

(4) Meals, food, drinks and cover charges, if any, furnished in any restaurant, eating house, hotel, club, resort or other such place at which meals, food or drinks are regularly sold to the public.

(5) Gas and electricity furnished for domestic, commercial or industrial consumption.

(6) Automotive motor vehicles sold, leased or rented to residents of the City.

5. Section 4-2-120(3) of the Rifle Municipal Code is hereby amended as follows, with underlined text added and strike through language deleted:

Sec. 4-2-120. - Transactions exempt from sales tax.

***

(3) Prescription drugs for humans and prosthetic devices.

****

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

Sec. 4-2-240. – Motor Automotive vehicles and trailers.

(a) It is unlawful to register an automotive motor vehicle in violation of the provisions of Section 42-6-137(2), C.R.S.

(b) Any person who causes an automotive motor vehicle to be registered in violation of the provisions of Section 42-6-137(2), C.R.S., in addition to any other penalties provided by law, shall be assessed a civil penalty of five hundred dollars ($500.00) pursuant to the authority granted in Section 42-6-137(4), C.R.S. This civil penalty shall be assessed as follows:
(1) When the Finance Director determines on such information as is available that a person has caused an automotive motor vehicle to be registered in violation of the provision of Section 42-6-137(2), C.R.S., the Finance Director shall provide such person with a penalty assessment. If the City Treasurer has also determined pursuant to this Article that sales or use taxes are due to the City on the purchase of such automotive motor vehicle, the penalty assessment may be included in the notice of deficiency.

****

7. Section 4-2-400(c)(4) of the Rifle Municipal Code is hereby amended as follows, with **underlined text added** and strike through language deleted:

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

***

(c) The attachment and priority of such lien shall be as follows:

***

(4) Automotive motor vehicles which are properly registered in the State, showing the lessor as owner thereof, shall be exempt from such lien except that such lien shall apply to the extent that the lessee has an earned reserve, allowance for depreciation not to exceed the fair market value or similar interest which is or may be credited to the lessee.

****

7. Section 6-2-80 of the Rifle Municipal Code is hereby amended as follows, with **underlined text added** and strike through language deleted:

Sec. 6-2-80. - Special event licenses.

(a) A special event is any event such as a fair, exhibition or bazaar held on a single premises and has more than three (3) Vendors is no longer than ten (10) seven (7) consecutive days. The sponsoring organization of any special event shall apply for and obtain a special event license at least fourteen (14) days prior to the event. This license will cover all participating merchants in the event. The special event license fee is set forth in Appendix A to this Code

(b) The sponsoring organization of a special event will be responsible for collecting the City sales tax from each merchant and remitting it in its entirety to the City. An "Event Sales Tax Worksheet" will be completed for each merchant and returned to the City with the sales tax remittance.
8. Appendix A of the Rifle Municipal Code is hereby amended as follows, with underlined text added and strike through language deleted:

<table>
<thead>
<tr>
<th></th>
<th>Notice of assessment</th>
<th></th>
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<tbody>
<tr>
<td>4-2-350(b)</td>
<td>$520.00</td>
<td></td>
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</tbody>
</table>
| 4-2-400(a) | Lien Processing  
Summons and Complaint Processing | $49250.00  
$500.00 + actual costs and attorney fees |

INTRODUCED on October 17, 2018, 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 November 7, 2018, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of ______________ 2018.

CITY OF RIFLE, COLORADO

BY: _________________________________

Mayor

ATTEST:

_______________________________

City Clerk
Title: Traveler Software Maintenance Expense

Submitted By: Tami Sours
Meeting Date: 10/17/2018
Time Needed: 10 Min

Agenda Section Selection

Agenda Section Selection (Select one)
- Workshop Agenda Item
- Regular Agenda Item
- Administrative Reports
- Report & Discussion Item
- Consent Agenda Item
- Executive Session
- Liquor Licensing Authority Item

Recommended Motion:
Approve taking from Capital Reserves Account

Does this item require Legal review?
- Yes
- No

Fiscal Impact?
- Yes
- No

Fiscal Impact Explanation:
If council chooses to pay the expense annually it will be added to the Traveler budget expenses

Operational Impact: (Check all that apply)
- IT
- Police Department
- Parks-Recreation
- Public Works
- Utilities
- Planning

Summary:
The Traveler’s software program Route Master is up to renew their five year maintenance contract. RFTA has chosen to pay the contract over five years starting July 1, 2019 (see memo for annual cost). Rich Burns with the Traveler has asked if we would like to pay the contract from the Capital Reserve account set up with Garfield County or each community pay the annual cost thru the seven party IGA.

I would like to upload supporting documentation?
- Yes
- No

Web Client Link
Use this link to review or add supporting documents after the initial submission:
https://docs.rifleco.org/laserfiche/index.aspx?db=CityofRifle&id=2876863;view=browse
MEMO

TO: Scott Hahn, City Manager  
    Michelle Duran, Finance Director  
    Rifle City Council

FROM: Tami Sours, Senior Center Director

DATE: October 11, 2018

RE: Traveler – Route Master Software Maintenance Contract

ROUTE MASTER SOFTWARE MAINTENANCE:
The Traveler will need to renew their maintenance agreement with Route Master. This is their software program they use for setting up all routes and reporting. The total agreement is $51,150 for a five year contract. RFTA has chosen to pay this over the five years as follows:

- 2019 $ 5,185 (partial year 7/1/19-12/31/19)
- 2020 $10,230
- 2021 $10,230
- 2022 $10,230
- 2023 $10,230
- 2024 $ 5,045 (partial year 1/1/24 – 6/30/24)

The Traveler has asked the municipalities that are a part of the seven parties IGA if we would like to take the funds from the Capital Reserve Account held by Garfield County or have it expensed in the budget thru our IGA.

The Capital Reserve account was originally set up for funds to be held by Garfield County for the purpose of replacing and maintenance on Traveler buses as needed. The fund currently has a balance of $183,332 (does not include 2018 contributions). They are predicting replacing two buses in 2020 with an average cost of $90,000 each for gas or $120,000 each for CNG depending on what the County Commissioners decide to purchase.

If municipalities choose to pay the expense thru the IGA it will be based on our percentage of usage in the program. For 2019 our usage is predicted to be 44.38%, estimating the first year expense to be $2,301.10 (44.38% of $5,185).

Sincerely,
Tami
Title:*
Update on Pool Project Geotechnical Study and Discussion of Pool Funding Sources

Submitted By:  Meeting Date  Time Needed:*
Tom Whitmore  10/17/2018  20

Agenda Section Selection

Agenda Section Selection (Select one)*
☐ Workshop Agenda Item  ☐ Consent Agenda Item
☐ Regular Agenda Item  ☐ Executive Session
☐ Administrative Reports  ☐ Liquor Licensing Authority Item
☐ Report & Discussion Item

Recommended Motion:*
(following discussion) I move to approve pool project funding sources as follows:

Does this item require Legal review?*
☐ Yes  ☑ No

Fiscal Impact?*
☑ Yes  ☐ No

Fiscal Impact Explanation:*
Several funds within the City of Rifle are being impacted in order complete the pool project.

Operational Impact: (Check all that apply)
☐ IT  ☐ Public Works
☐ Police Department  ☐ Utilities
☑ Parks-Recreation  ☐ Planning

Operational Impact Explanation:*
Trench drain system for the pool deck and the requirement of a higher level of soil stabilization for the deck and pools will affect the project budget.

Summary:*  
Staff will provide updated information on the pool project and is seeking direction on funding sources and amounts.

I would like to upload supporting documentation:*
☐ Yes  ☐ No

Web Client Link
Memo

To: City Manager, Honorable Mayor and Council

From: Tom Whitmore, Parks & Recreation Director

Date: October 10, 2018

Re: Rifle Municipal Pool Project Update and Discussion of Funding Sources

Design of the pool project has been progressing and is on schedule to facilitate approval of a Guaranteed Maximum Price with the general contractor, FCI, at the December 19th City Council meeting.

Design team divisions are at various points between 50% and 100% in the “Construction Documents” phase.

Revised “Design Development” cost estimates and requirements for strict soil stabilization tolerances for the pool have resulted, in part, in a cost increase to the project of $308,897.81. More specifically, the increase is attributable to the following:

The comprehensive geotechnical investigation has led to the need to install helical piers beneath the competition pool and the leisure pool. The existing on-site soils will not provide the necessary support to maintain vertical alignment of the pools. This is a tolerance of movement of less than ½” for the life of the pools. We have reviewed a number of alternatives including removal and replacement of 20 feet of soils materials, stone columns and helical piers. Helical piers are the most cost effective method of addressing the on-site soils. We estimate that there will be 80 helical piers, approximately 20 feet in depth, for the competition pool and 84 helical piers for the Leisure pool, totaling 164 helical piers.

Trench drains vs. multiple area drains, and site fill over the entire pool deck area, also contribute to increased costs.

We have thus far kept the Family Whirlpool add-alternate in the project budget. The Family Whirlpool component is priced at $228,046.50.
The project budget still includes what we feel are necessary contingencies for the project.

We plan to apply for a GOCO grant for the Aquatic Play Structure, which is part of the leisure pool. If awarded, this could result in a possible grant award of approximately $170,000.00.

Our goal for the meeting is to determine a course of action on how to proceed, and to discuss and confirm funding amounts for the project.

(Please refer to the attached pool master budget document for more information related to fund allocation amounts)

Thank you,

Tom
<table>
<thead>
<tr>
<th>Funding Options</th>
<th>Amount</th>
<th>Status</th>
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<tbody>
<tr>
<td>Garfield County Federal Mineral Lease District- 2018 Award</td>
<td>$500,000.00</td>
<td>Awarded in April 2018</td>
</tr>
<tr>
<td>City of Rifle Sanitation Fund</td>
<td>$700,000.00</td>
<td>Current balance: $803,000</td>
</tr>
<tr>
<td>Conservation Trust Funds</td>
<td>$180,000.00</td>
<td></td>
</tr>
<tr>
<td>City of Rifle Capital Fund</td>
<td>$900,000.00</td>
<td>Current balance: $4,100,000</td>
</tr>
<tr>
<td>City of Rifle Parks and Recreation Fund Balance</td>
<td>$500,000.00</td>
<td>Current balance: $1,003,000</td>
</tr>
<tr>
<td>Loan- 3.3% interest/20 yr. term. $345,469.04 payment per year</td>
<td>$5,000,000.00</td>
<td>Current yearly pmt $325,000</td>
</tr>
<tr>
<td>Private Fundraising</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total Funding Options</td>
<td>$7,780,000.00</td>
<td></td>
</tr>
<tr>
<td>Base Pool Plan Budget</td>
<td>$8,008,897.81</td>
<td></td>
</tr>
<tr>
<td>Amount remaining to achieve the Base Pool Plan Budget</td>
<td>($228,897.81)</td>
<td></td>
</tr>
</tbody>
</table>
Title:* Selection of auditor for 2018 Financial Statements

Submitted By: Michelle Duran
Meeting Date 10/17/2018
Time Needed:* 15 min

Agenda Section Selection

<table>
<thead>
<tr>
<th>Agenda Section Selection (Select one)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Workshop Agenda Item</td>
<td>C</td>
</tr>
<tr>
<td>Regular Agenda Item</td>
<td></td>
</tr>
<tr>
<td>Administrative Reports</td>
<td>C</td>
</tr>
<tr>
<td>Report &amp; Discussion Item</td>
<td></td>
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<tr>
<td>Consent Agenda Item</td>
<td></td>
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<tr>
<td>Executive Session</td>
<td></td>
</tr>
<tr>
<td>Liquor Licensing Authority Item</td>
<td></td>
</tr>
</tbody>
</table>

Recommended Motion:* Motion to select auditors for 2018 fiscal year, with option to extend for 2019.

Does this item require Legal review?* Yes C No

Fiscal Impact?* Yes C No

Fiscal Impact Explanation:* Cost budgeted in 2019 may change.

Operational Impact: (Check all that apply)

IT C Police Department C Public Works
- C Parks-Recreation C Utilities
- C Planning

Summary:* There were three proposals received in response to our request for proposal for the audit. The Finance Director has recommended an award of the contract for one year, renewable for up to four more years. Selection is based on evaluation of staffing, scheduling, level of services to be provided, references researched, experience with municipalities comparable to Rifle, overall cost, and other factors. Interviews were conducted with two finalists to come to final decision.

I would like to upload supporting documentation:* Yes C No