



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

February 5, 2025
7:00 PM
202 Railroad Avenue Rifle, CO 81650

5:30 PM - Workshop Meeting

Discussion and Review

- a. Discussion on Land Use Code Amendment and Grant Opportunity
- b. Receive Presentation from CIRSA Representative Sam Light for City Council

7:00 PM - Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Public Comment** *(Maximum time permitted for Public Comment is 3 minutes per person)
*(Reserved for general comments or items on the agenda that are not a public hearing)
- 4. **Consent Agenda**
 - 4.a. Consider Minutes of the January 15, 2025 Regular Meeting
 - 4.b. Consider Liquor License Renewal for Kum & Go, LC dba Maverik 5011
 - 4.c. Consider Liquor License Renewal for Nachos Mexican Dining, LLC dba Nachos Mexican Dining
 - 4.d. Consider Liquor License Renewal for Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors
 - 4.e. Consider Approval of the Colorado River Valley Economic Development Partnership Purchase Order
 - 4.f. Consider Amending Bulk Water Rates and Repealing Airport Road Sewer Surcharge - Ordinance No. 1, Series of 2025 2nd Reading
- 5. **Action, if any, on Workshop Items**
- 6. **Public Hearing**

- 6.a.** Consider Amendment to the Rifle Municipal Code Regarding Natural Medicine Cultivation and Healing Clinics - Ordinance No. 3 Series of 2025 - 1st Reading
- 6.b.** Consider Amendment to the Rifle Municipal Code Regarding Applicant Submittal Requirements to the Planning Department - Ordinance No. 4 Series of 2025 - 1st Reading

7. Regular Agenda

- 7.a.** Consider Approving the Sale of City Property Formally Occupied by the Graham Mesa Water Plant at 1500 Dogwood Drive - Ordinance No. 5 Series of 2025 1st Reading
- 7.b.** Consider Awarding the Contract for the Second Pond Inlet to Johnson Construction
- 7.c.** Consider Purchase of Toro Workman HDX Utility Vehicle
- 7.d.** Consider Purchase of Medium Duty Snowplow Flatbed Truck for Parks and Recreation

8. Administrative Reports

- 8.a.** Report to City Manager

9. Comments from Mayor and Council

10. Adjournment

ACCESSIBILITY STATEMENT

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services. To request special assistance, call City Clerk Alexis Ramirez at 970-665-6405 or email aramirez@rifleco.org. Please allow 48 hours for your requests to be met.

La Ciudad de Rifle valora la plena inclusión y acceso para todas nuestras instalaciones, programas, actividades y servicios. Nos complace proporcionar alojamientos significativos para cumplir con la Ley de Estados Unidos con Discapacidades (ADA) y proporcionar razonablemente traducciones, interpretaciones, modificaciones, adaptaciones, formatos alternativos, ayudas auxiliares y servicios. Para solicitar asistencia especial, llame a la City Clerk Alexis Ramírez al 970-665-6405 o envíe un correo electrónico a aramirez@rifleco.org. Por favor, permita 48 horas para que se atiendan sus solicitudes.



Agenda Item #a.

Agenda Item Name:

Discussion on Land Use Code Amendment and Grant Opportunity

Presenter:

Zach Higgins, Planning Director

Item Description:

Workshop Discussion

Recommended Action:

No action on Workshop Items

Fiscal Impact:

The match requirements for the grant program is 20%. If awarded the full grant amount the City would be responsible for a \$40,000 match.

Operational Impact:

If the grant is awarded, City Staff would be responsible for project management for the required completion of Updating the Land Use Code under Proposition 123 and Fast Track Planning.

Prior Board Motions:

N/A

Background Information:

The City of Rifle is eligible to receive state grant funds through the DOLA Local Planning and Capacity Grant to attempt to achieve Prop 123 program criteria. Staff feels that this grant could be utilized to update the City's Chapter 16 - Land Use and Development Code to better reflect the goals outlined in the City of Rifle 2019 Comprehensive Plan and also achieve Prop 123 Fast Track criteria.

Planning Commission held a Workshop and discussed this agenda item during their regular meeting on January 28th. They recommended that Council move forward with the grant application.

Executive Summary:

The City's current municipal code, adopted around twenty years ago, has been updated many times over its life and contains missing or outdated terminology, overlaps, and restrictions that can be revisited. Largely, private property owners in the City are unfamiliar with their property rights as it pertains to the municipal code. An update would allow the community to familiarize themselves with their property rights while also influencing the next iteration of regulations and subsequently development outcomes.

Much like the opportunity that was seized in the Comprehensive Plan process, community engagement and

education can serve as a key component to a future code update. A neighborhood-by-neighborhood engagement effort would ensure better familiarization of property rights while also soliciting necessary feedback to make neighborhood level land use and zoning decisions. Staff feels that one solution to achieve a code update that is open to development opportunities while still maintaining neighborhood character and culture, would be a form-based code or hybrid model.

The update would include multiple steps over 9-18 months that could include education, existing conditions, engagement, recommendations, and adoption. As currently envisioned this update would be community driven so that it ultimately receives community support.

Notification Requirements:

No additional notice required for workshop items

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Staff Memo - Land Use Code Amendment



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

MEMORANDUM

TO: City of Rifle Planning Commission
FROM: Zach Higgins, Planning Director
DATE: January 28, 2025
SUBJECT: DOLA Local Planning and Capacity Grant

Summary

The City of Rifle is eligible to receive state grant funds through the DOLA Local Planning and Capacity Grant to attempt to achieve Prop 123 program criteria. Staff feels that this grant could be utilized to update the City's Chapter 16 - Land Use and Development Code to better reflect the goals outlined in the City of Rifle 2019 Comprehensive Plan and also achieve Prop 123 Fast Track criteria.

Background

The City of Rifle adopted its Comprehensive Plan in 2019. Within this plan, Smart Growth principles were identified that included:

- Preventing Leap-Frog Development Patterns Through a Tiered Growth System
- Growth Pays Its Own Way
- Create High Quality of Life Neighborhoods
- Strategic Investment to Achieve Community Goals

The City's current municipal code, adopted around twenty years ago, has been updated many times over its life and contains missing or outdated terminology, overlaps, and restrictions that can be revisited. Largely, private property owners in the City are unfamiliar with their property rights as it pertains to the municipal code. An update would allow the community to familiarize themselves with their property rights while also influencing the next iteration of regulations and subsequently development outcomes.

Much like the opportunity that was seized in the Comprehensive Plan process, community engagement and education can serve as a key component to a future code update. A neighborhood-by-neighborhood engagement effort would ensure better familiarization of property rights while also soliciting necessary feedback to make neighborhood level land use and zoning decisions. Staff feels that one solution to achieve a code update that is open to development opportunities while still maintaining neighborhood character and culture, would be a form-based code or hybrid model.



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

The update would include multiple steps over 9-18 months that could include education, existing conditions, engagement, recommendations, and adoption. As currently envisioned this update would be community driven so that it ultimately receives community support.

Staff Recommendation

Staff recommends the Planning Commission consider making a recommendation to the City Council for the application to DOLA for the Local Planning and Capacity Grant.



Agenda Item #b.

Agenda Item Name:

Receive Presentation from CIRSA Representative Sam Light for City Council

Presenter:

Sam Light

Alexis Ramirez, City Clerk

Item Description:

Receive City Council Orientation Presentation

Recommended Action:

No action necessary; presentation is for informational purposes only.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

This orientation will provide helpful "best practices" information for both new Council members.

Executive Summary:

Sam Light, CIRSA Deputy Executive Director/General Counsel, joined CIRSA as General Counsel in 2018 and was previously in private practice with the Denver firm of Light Kelly, where he practiced for over twenty years in the areas of municipal and public entity law, and government liability and insurance issues. Sam has served as general and special counsel to a number of municipalities and other public entities throughout Colorado, and frequently provides training for municipal elected and appointed officials and staff. He is a graduate of the University of Colorado and Lewis and Clark Law School.

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. Rifle 2-5-25



Elected Official Presentation

City of Rifle • February 5, 2025

Presented by: Sam Light, CIRSA Deputy Executive
Director/General Counsel

Introduction – Overview

- Refresher on best practices for liability and risk management issues at the governing body level. Suggestions that will enhance your effectiveness and success and, in turn, reduce risk for the City and you individually. Topics we will touch on include:
 - The role of public official
 - Transparency – some hot topics
 - Organizational structure – the legislative v. administrative distinction
 - Ethics & personal conduct
- Presentation is a training resource only; is not intended to address or provide legal advice on any specific, pending issues.

The Role of a Public Official

- Agree?: There are unique dynamics of being a local elected official:
 - Citizen → government official (24/7!)
 - Outsider → insider
 - Critic/proponent → representative-ambassador-**fiduciary** of the City as an entity and of the Council as an institution.
- In the eyes of the community, you are always a public official!

The Role of a Public Official

- Within a municipal/public entity structure, effective governance and effective risk management requires continual recognition that you are **fiduciaries**.
- The protection of the City's interests and assets is one of your most critical functions.
- A guiding principle in your policy making discussions and decisions should always be, "what is the right thing for the City?"
- Among other attributes, the fiduciary responsibility requires recognition of the broader public interest, the ability to place the City's interests and the public interest above narrow, personal, single-issue or other interests, and a commitment to consideration of matters on their merits alone.

Transparency-Some Hot Topics

- You're well-versed in the core requirements of the Open Meetings Law (OML), so let's talk about some liability and risk-management hot topics we are seeing under the OML:
- **Standing:** The Court of Appeals recently confirmed that essentially anyone denied or threatened with denial of their OML rights can sue for an OML violation. This principle of "standing" means persons without a connection to the City or a stake in the matter at issue can sue.
- **Remedies:** Though there is no money damages remedy in the OML, successful plaintiffs shall be awarded attorneys' fees and costs (one-way fee provision). Fees are not covered by insurance, so a violation can have direct fiscal impacts.
- **"Curing" Violations:** The OML also states a court may invalidate action taken without complying with the OML. It's unsettled whether a "do-over" can "cure" an OML violation but there could still be other liability ramifications associated with delays and do-overs.

Transparency-Some Hot Topics

- Alleged “serial meetings” have become a focus of litigation.
 - Recognize that electronic one-on-one communications (e-mail, texts, etc.) can raise the same “serial meetings” concerns.
- **Executive sessions:** The manner in which Council calls and conducts its executive sessions directly influences its compliance risk surrounding such proceedings.
 - Be sure to give close attention to the substantive and procedural requirements of the OML and your City Code regarding executive sessions. Have legal support and self-police before, during, and after the executive session.
 - Make sure your systems are set up to protect confidential information.

Legislative v. Administrative Matters

Where are you focusing your efforts?



- **Time Horizons:** Yours should be the furthest out!
- **Legislative Affairs:** Council and its members are the policy-making body; “looking down the road”; forward thinking; big picture, rather than day-to-day.
- **Corporate & QJ Matters:** Addressing corporate matters (fiduciary) as well as QJ matters reserved to the Council.
- **Dealings within Chain of Command:** Don’t jump more than one level! (Remember your Charter provision on Council-Administration Relations.)
- **No Redundancy:** Unlike other levels in the organization, there is no one else who can step in and do your job – and your job is not administration!

Legislative v. Administrative Matters

- The legislative-administrative distinction is recognized in the City Charter and Code.
- Rifle operates with a Council-Manager form of government. Under this structure, there is an allocation of powers (policy/administration). This is the most common form of municipal structure.
 - **Council:** Legislative & governing body. (Governance)(See Charter Preamble & Sec. 4.1). Mayor is presiding officer with certain executive and ceremonial powers.
 - **Manager:** Chief administrative officer of City government; responsible for administrative affairs and operations (See Charter Sec. 6.4).
- By charter, ordinance, etc., certain duties are performed by Council and certain duties are performed by staff. These allocations of authority and responsibility not only define the organization's structure; they define "scope of employment" for everyone in it.

Legislative v. Administrative Matters

- Council/Manager format: The gold standard of local government!
- You've long held this gold standard and have allocated significant resources to it...so use this format to its best advantage!
- Establish "corporate" values and mission, set overall goals and priorities, and give broad direction, leaving details of execution to staff.
- If a matter is one that has been delegated/entrusted to your Manager and staff, it is likely to be an administrative matter.
 - It's not that administrative matters are "hands off" for elected officials – you are entitled to ask questions and get information -- but it's important to exercise role discipline in order to prevent entanglements, disempowerment, and misunderstandings.

Involvement in Personnel Matters

- The legislative-administrative distinction is particularly important in personnel matters.
- A governing body's most appropriate role is to stick to the "big picture" issues:
 - Overall departmental structure
 - General personnel rules within the governing body's purview
 - Entity-wide pay/benefits plan
 - Selection and management of your "direct reports"
 - Overall entity-wide and departmental goals and priorities
- Governing bodies must do their work in public – but some aspects of personnel management should not be done in public!
- The more you become involved in the intricacies of a personnel matter, the harder it will be to navigate the competing demands of privacy rights of an individual employee and governing body transparency requirements.

Involvement in Personnel Matters

- You may experience pressure to become involved in personnel decisions concerning positions that are not direct reports to you.
 - Pressure can come from various directions – yourself, citizens, employees.
 - But your involvement in such decisions may come at a huge cost – the chain of command is disrupted, supervisors and managers are disempowered, and ultimately, the ability to sort out and establish accountability is lost. Risk-wise, you might become “ensnared” individually in a claim/dispute.
- Thus, embrace the delegation of supervisory responsibility to supervisors. Agree?:
 - Shouldn't the supervisor be able to make supervisory decisions without being second-guessed or end-run?
 - Is a dysfunctional working relationship inevitable when the supervisor has been disempowered and/or the employee knows that an “end run” is possible?

Council – Staff Roles – Tips

- Recognize perceptions and impacts of getting involved in matters delegated to your Manager and staff. Your “question for clarification” or comment that “I’d like to see this” may be perceived as an order or an instruction.
- Establish, in collaboration with your Manager, a process for bringing forward your questions and concerns (or those raised by citizens) about administrative matters.
- Resolve to speak with “one voice” to your direct reports—will pay dividends in terms of clarity, accountability, trust, and certainty of purpose.
- Use your direct reports effectively as a resource.
- Speak in terms of “we” and not “I”. Recognize it is the Council’s responsibility to sort out and reconcile its differences.
- Commit to honoring the Council’s priorities and agenda.

Ethics

- A primary source of potential individual liability (which is generally not covered by public officials liability insurance) is failure to comply with applicable ethics rules. Thus, become familiar with the ethics rules governing your conduct (e.g., Chapter 2, Article XIII of the Rifle Municipal Code). Some key areas:
 - Conflicts of Interest: Disclose, recuse, don't vote, and don't attempt to influence other officials regarding the matter.
 - Don't disclose confidential information without authorization, and don't use confidential information for personal, private or financial benefit.
 - Decline gifts that seem connected to your service (and abide by gift rules).
 - Avoid situations that may create an appearance of impropriety. Recognize that in matters of ethics, fair or not, sometimes perception = reality and reality = perception.

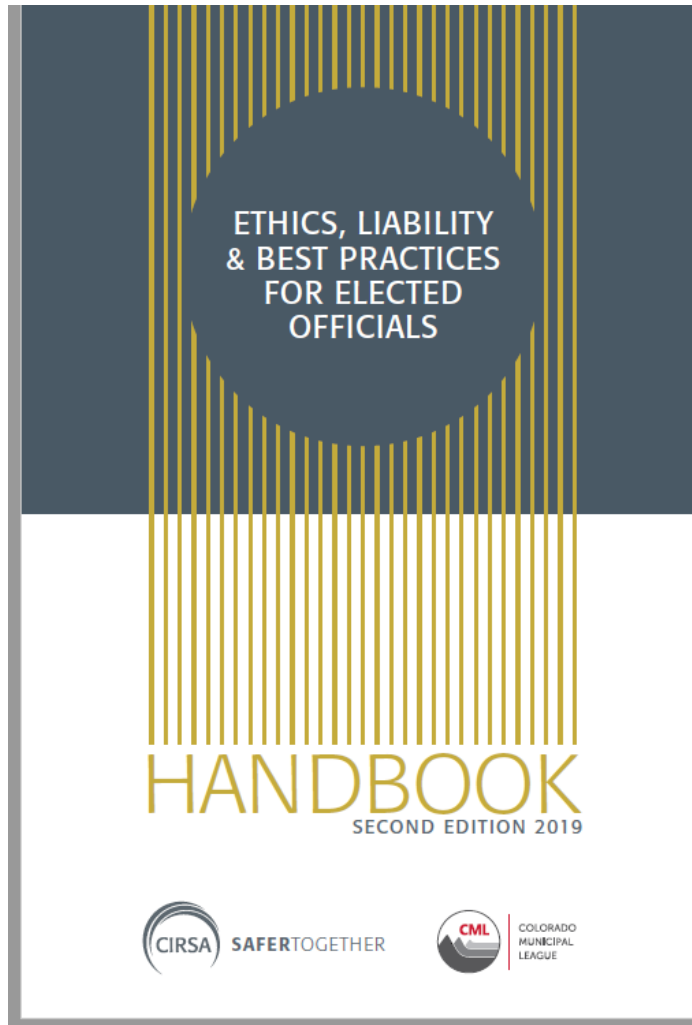
Personal Conduct

- Beyond compliance with ethics rules, commit to personnel conduct that strengthens the WE - the governing body as an institution. This sometimes requires personal sacrifices:
 - Setting aside a personal interest or agenda when there is lack of support.
 - Accepting “the Council has spoken” though one preferred a different outcome.
 - Individually respecting Council rules of procedure and other “House Rules” and “Norms of Conduct” that Council has adopted or agreed to follow.
 - Avoiding perceptions (internal or external) of “getting ahead” of or “speaking for” the voice of Council where Council has not yet spoken.

Closing Thoughts – Use Your Power Wisely & Humanely

- Recognize, as its elected leaders you set the tone for City government.
- Commit to courtesy, tact, and diplomacy, especially in public settings. Commit to civility and mutual respect even in the face of incivility.
- As members and as a body, commit to a “no surprises” approach at your meetings and while dealing with one another and staff.
- Deal effectively with discord. Every public body has disagreements—but can have disagreements without be disagreeable. Don’t let discord drive your how you interact with the citizens, each other, or staff.
- Commit to service of the City as an entity and service of the Council as an institution, and embrace the fiduciary, stewardship, and “We” responsibilities of elected office.

Resources



CIRSA Elected Officials Handbook:
<https://www.cirsa.org/wp-content/uploads/2019/06/EthicsLiabilityBestPracticesHandbookForElectedOfficials.pdf>

CIRSA elected and appointed officials' resources:
<https://www.cirsa.org/safety-training/elected-officials/>.

CIRSA news & events page:
<https://www.cirsa.org/news-and-events/news/>

CIRSA Training & Events Calendar:
<https://www.cirsa.org/news-and-events/events-calendar/>

CIRSA Safety YouTube Channel:
https://www.youtube.com/@CIRSA_Safety/videos

About the Colorado Intergovernmental Risk Sharing Agency (CIRSA)

- Public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed by in 1982 by 18 municipalities pursuant to CML study committee recommendations.
- Not an insurance company, but an entity created by intergovernmental agreement of our members.
- Total membership today stands at 293 member municipalities and affiliated legal entities
- Member-owned, member-governed organization.
- No profit motive – sole motive is to serve our members effectively and responsibly.
- CIRSA Board made up entirely of municipal officials.
- Seek to be continually responsive to the liability-related needs of our membership – coverages and associated risk management services, sample publications, training, and consultation services, as well as specialty services such as home rule charter review.
- We have the largest concentration of liability-related experience and knowledge directly applicable to Colorado municipalities.

Speaker Bio

Sam Light is Deputy Executive Director / General Counsel for the Colorado Intergovernmental Risk Sharing Agency (CIRSA). Previously, Mr. Light was a partner with the Denver law firm of Light | Kelly, P.C., specializing in municipal and other public entity law, insurance law and defense of public entities and elected officials. Sam is a frequent speaker on public entity risk issues and municipal law and has practiced in Colorado since 1993.



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the January 15, 2025 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the January 15, 2025, Regular Meeting

Recommended Action:

Move to approve the minutes of the January 15, 2025, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the January 15, 2025, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 01.15.2025 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

January 15, 2025
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Sean Strode.

Present at Roll Call:

Councilor Joe Carpenter, Councilor Alicia Gresley, Councilor Karen Roberts, Councilor Michael Clancy, Councilor Chris Bornholdt, and Mayor Sean Strode.

Councilor Alicia Gresley moved to excuse Councilor Clint Hostettler from tonight's meeting; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Chris Bornholdt, Joe Carpenter, Michael Clancy, Alicia Gresley, Karen Roberts, and Sean Strode.

No – None.

Others Present:

City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Procurement & Grant Reporting Manager Iris Trevisano, Community TV/Multimedia Manager Michael Churchill, Chief of Police Debra Funston, Main Street Manager Kim Burner, Planning Director Zach Higgins, Utility Director Jared Emmert, Gail Schwartz, Lee White, Alex Heisman, and Annie MacGregor.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the December 18, 2024 Regular Meeting
- B. Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden
- C. Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill
- D. Consider Liquor License Renewal for Kum and Go LC dba Maverik 5012
- E. Consider Liquor License Renewal for Super Kidz, LLC dba Super Kidz LLC
- F. Consider Approval of Purchase Order for 2025 Cleaning Services
- G. Consider Approval of Purchase Order for 2025 Landscape Maintenance and Snow Removal Services
- H. Consider Approval of Purchase Order for 2025 CIRSA Property & Casualty Insurance
- I. Consider Designating a Public Posting Place - Resolution No. 1, Series of 2025
- J. Consider Yearly Aluminum Sulfate Purchase for Water Plant
- K. Consider Yearly Sodium Chlorite Purchase for Water Plant
- L. Consider Yearly Citric Acid Purchase for Water Plant
- M. Consider Yearly Sodium Hypochlorite Purchase for Water Plant
- N. Consider Yearly Polymer Purchase for Wastewater Plant
- O. Consider Approval of Purchase Request for Portable Restroom Services
- P. Consider Approval of Purchase Order for Sustainable Strategies

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- Q. Consider approval of Purchase Order for Garfield County Victim Response Services
- R. Consider Letter of Support for Silt Raise Grant Application for the 7th Street Pedestrian Bridge and Plaza

Councilor Alicia Gresley moved to approve Consent Agenda Item A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Karen Roberts, Alicia Gresley, Joe Carpenter, Michael Clancy, Chris Bornholdt, and Sean Strode.

No – None.

REGULAR AGENDA

Consider Approval of Conduit Bond Financing for Habitat for Humanity Roaring Fork Valley and Amendment of Land Lease - Ordinance No. 2 Series of 2025-1st and Only Reading

Bond Counsel for City of Rifle Helen Atkeson, City Attorney Jim Neu, Chief Executive Officer of Habitat for Humanity Roaring Fork Valley, Inc. Gail Schwartz, and members of D.A. Davidson & Co. Lee White and Alex Heisman presented a request to consider approval of Conduit Bond Financing for Habitat for Humanity Roaring Fork Valley, Inc. and Amendment of Land Lease - Ordinance No. 2 Series of 2025-1st and Only Reading. Habitat for Humanity has proposed to construct a 65,000 square foot factory to construct modular housing units on City of Rifle property. The property is located within the Energy Innovation Center, which is adjacent to the City of Rifle Wastewater Facility. Council has previously waived impact fees associated with the project and has entered into a lease agreement with Habitat for Humanity Roaring Fork Valley, Inc. to allow them to use City of Rifle property for the facility. This request includes a Loan Agreement, Trust Indenture, Bond Purchase Agreement, and a Preliminary Offering Memorandum. The Ordinance provides for the issuance by the City of Rifle of revenue bonds under the Indenture, the proceeds of which will be loaned to Habitat Roaring Fork Valley, Inc. to fund the construction of a modular housing production facility, fund working capital, and capitalized interest during the construction and startup period and pay transaction costs. The City of Rifle is being asked to serve in the role of conduit issuer so that, under IRS rules, a substantial portion of the bonds can bear interest at a lower tax-exempt interest rate. The Project will be constructed on land which is owned by the City of Rifle and has been leased to Habitat Roaring Fork Valley, Inc. pursuant to the Ground Lease. Amendments to the Ground Lease are being requested to facilitate the bond financing structure.

Bond Counsel for City of Rifle Helen Atkeson, City Attorney Jim Neu, Chief Executive Officer of Habitat for Humanity Roaring Fork Valley, Inc. Gail Schwartz, and members of D.A. Davidson & Co. Lee White and Alex Heisman answered questions for Council.

Councilor Chris Bornholdt moved to approve Ordinance No. 2, Series of 2025 on the first and only reading as presented and order it to be published as required by Charter, effective immediately; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Karen Roberts, Chris Bornholdt, Alicia Gresley, Michael Clancy, Joe Carpenter, and Sean Strode.

No – None.

Consider Letter of Support for Garfield County CSU-Extension Office and Their Outdoor Classroom and Community Education Center

Parks & Recreation Director Austin Rickstrew and representative for Garfield County Colorado State University-Extension Office Annie MacGregor presented a request to consider Letter of

Rifle City Council Meeting January 15, 2025

Support for Garfield County Colorado State University -Extension Office and their Outdoor Classroom and Community Education Center. The Garfield County Outdoor Classroom & Community Education Center project seeks to transform a 2.93-acre site located off the Rifle Creek Trail just north of Centennial Park into a state-of-the-art outdoor and indoor learning hub. This initiative will provide essential community amenities, including an outdoor classroom, an amphitheater, and community gardens, to address barriers to outdoor education and recreation for Rifle's residents.

Representative for Garfield County Colorado State University -Extension Office Annie MacGregor answered questions for Council.

Councilor Alicia Gresley moved to approve the Letter of Support for Garfield County Colorado State University -Extension Office's Outdoor Classroom and Community Education Center; seconded by Councilor Karen Roberts.

Roll Call: Yes - Joe Carpenter, Michael Clancy, Chris Bornholdt, Alicia Gresley, Karen Roberts, and Sean Strode.

Excuse – Chris Bornholdt

No – None.

Consider Increase to Compensation for City Prosecutor

City Attorney Jim Neu presented a request to consider an increase to compensation for the City Prosecutor. The requested hourly amount of \$200 and base salary of \$60,000 reflects the changes in the market and City of Rifle's desire to stay competitive. The 2025 Budget can support this modification. The hourly rate and term and recitals are the only amendments or updates. No other changes have been made to the original agreement.

City Attorney Jim Neu answered questions for Council.

Councilor Chris Bornholdt moved to approve the agreement for Professional Services between the City of Rifle and Timothy Graves with LeMoine & Graves, P.C. to increase the hourly rate for the City Prosecutor from \$150 to \$200 and increase the base salary to \$60,000; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Joe Carpenter, Michael Clancy, Chris Bornholdt, Karen Roberts, Alicia Gresley, and Sean Strode.

No – None.

Consider Amending Appendix A to the Rifle Municipal Code Regarding Bulk Water Rates, and Repealing Section 13-3-90(D) Regarding the Airport Road Sewer Line Cost Recovery Surcharge That Has Been Satisfied - Ordinance No. 1, Series of 2025 - 1st Reading

Utility Director Jared Emmert presented a request to consider amending Appendix A to the Rifle Municipal Code regarding Bulk Water Rates, and repealing Section 13-3-90(D) regarding the Airport Road Sewer Line Cost Recovery Surcharge that has been satisfied - Ordinance No. 1, Series of 2025 - 1st Reading. The proposed change to Rifle Municipal Code Appendix A will allow the price of bulk water to automatically update each year, similar to all other classes of water users. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons. The price will escalate by 2.5% on January 1 each year, similar to the other classes of water users. Rifle Municipal Code Section 13-3-90(D) was created as a cost recovery surcharge for development to pay for the installation of sewer main along Airport Road. No fiscal impacts of repealing the Airport Road sewer line surcharge are anticipated

Rifle City Council Meeting January 15, 2025

because cost recovery has been satisfied.

Utility Director Jared Emmert answered questions for Council.

Councilor Alicia Gresley moved to approve Ordinance No. 1, Series of 2025, on the first reading as presented and order it to be published as required by Charter; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Karen Roberts, Joe Carpenter, Michael Clancy, Alicia Gresley, Chris Bornholdt, and Sean Strode.

No – None.

Consider Awarding Bid of Design Services for Birch Park

Parks & Recreation Director Austin Rickstrew and Procurement & Grant Reporting Manager Iris Trevisano presented a request to consider awarding bid of design services for Birch Park to Design Concepts CLA, Inc. The Birch Park Master Plan was presented to City Council at the April 19, 2023 meeting, with construction planned to begin mid-summer of 2025. The design was budgeted for 2025 and is part of the Birch Park Master Plan. Grant funding for this project has been secured from Colorado Parks and Wildlife and Great Outdoors Colorado. Since this project involves Professional Services, the award is not solely based on price. Staff posted the Request for Proposals (RFP) and received six responses from qualified firms: Design Concepts CLA, Inc., DHM Design, DTJ DESIGN Inc., Land Design, Mammoth Sports Construction, LLC, and THK Associates, Inc. The selection committee reviewed and scored the submissions, inviting the top two scorers—Design Concepts CLA, Inc. and DTJ DESIGN Inc.—to participate in interviews. While DTJ DESIGN Inc. presented a compelling proposal, they excluded geotechnical work and survey services from their pricing, which would have required the city to contract those services separately. Following the interviews, the teams were re-scored by the selection committee. Based on the interview scores, staff recommends that Design Concepts CLA, Inc. be awarded the contract for the design of Birch Park.

Parks & Recreation Director Austin Rickstrew and Procurement & Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Chirs Bornholdt moved to award design services in the amount of \$240,612 to Design Concepts CLA, Inc.; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Karen Roberts, Chris Bornholdt, Joe Carpenter, Alicia Gresley, Michael Clancy, and Sean Strode.

No – None.

Consider Approval on Purchase of Musco Control-Link System for Deerfield Park Sports Fields

Parks & Recreation Director Austin Rickstrew and Procurement & Grant Reporting Manager Iris Trevisano presented a request to consider approval on the purchase of Musco Control-Link System for Deerfield Park Sports Fields. The Parks and Recreation Department utilizes Musco Lighting systems across all athletic fields at Deerfield Park that have lighting. The addition of Musco Control Link to sports field lighting represents a significant enhancement in operational efficiency and resource management within the department. This system provides remote access to control sports field lighting, allowing staff to manage light usage more effectively without needing to be on-site. The Musco system comes with a 10-year warranty on parts and labor and 10 years of Control-Link central remote management services. By leveraging these systems, our department can provide more efficient operations for the community's athletic and recreational

Rifle City Council Meeting January 15, 2025

needs. Staff recommends approving a sole source purchase of the Musco Control Link system for Cooper, Bookcliff, and Hogback fields.

Parks & Recreation Director Austin Rickstrew and Procurement & Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Alicia Gresley moved to approve the purchase of Musco Control-Link System in the amount of \$32,250.00 from Musco Sports Lighting, LLC; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Chris Bornholdt, Joe Carpenter, Michael Clancy, Alicia Gresley, Karen Roberts, and Sean Strode.

No – None.

Report to City Manager

Reports were heard from City Manager Patrick Waller, Chief of Police Debra Funston, Parks & Recreation Director Austin Rickstrew, and Planning Director Zach Higgins.

Comments from Mayor and Council

Comments were heard from Councilor Michael Clancy, Councilor Alicia Gresley, and Mayor Sean Strode

Adjournment

Meeting adjourned at 8:17 p.m.

Alexis Ramirez
City Clerk

Sean Strode
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Liquor License Renewal for Kum & Go, LC dba Maverik 5011

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Fermented Malt Beverage & Wine Liquor License Renewal for Kum & Go, LC dba Maverik 5011

Recommended Action:

I move to approve the Liquor License Renewal application for Kum & Go, LC dba Maverik 5011

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Kum & Go, LC dba Maverik 5011 located at 120 East 1st Street, Rifle, CO has submitted a Fermented Malt Beverage & Wine Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Maverik #5011 Liquor License Renewal

DR 8400 (08/23/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

RECEIVED

JAN 13 2025

City Clerk
City of Rifle

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to Movelt on Date

☒ Paid online

Licensee Name

Kum & Go LC

Doing Business As Name (DBA)

Maverik 5011

Liquor License Number

License Type

Fermented Malt Beverage and Wine (City)

Sales Tax License Number

Expiration Date

4/18/2025

Due Date

3/4/2025

Business Address

Street Address

120 East 1st Street

Phone Number

515-274-7793

State ZIP Code

CO

81650

City

Rifle

Mailing Address

Street Address

1150 Locust St. Suite 301

State ZIP Code

IA

50309

City

Des Moines

Email

licensing@maverik.com

Operating Manager

Date of Birth

Hollie Doyle

Home Address

Street Address

Phone Number

City

State

ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

2/20/2033

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

5. 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)?..... ☒ Yes ☐ No

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.

See attached updated
master file

6. 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?..... ☐ Yes ☒ No
If yes, attach a detailed explanation.

7. 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?..... ☒ Yes ☐ No
If yes, attach a detailed explanation. See attached violations

8. 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?..... ☒ Yes ☐ No
If yes, attach a detailed explanation. See attached locations

9. I would like to apply for a Two-Year Renewal..... ☒ 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

Camille Hayes

Title

Licensing Coordinator

Signature



Date (MM/DD/YY)

1/8/2025

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

--

Title

--

Attest

--

Signature

--

Date (MM/DD/YY)

--

Local Licensing Authority Approves this license for a two-year renewal,..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Camille Hayes

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Kum & Go LC/Maverik 5011

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Maverik 5011

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

City

State

ZIP Code

Rifle

CO

81650

Printed name of person signing on behalf of the Applicant/Licensee

Camille Hayes

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Camille Hayes

1/8/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Change Of Mailing Address/Name Notification

For physical change of location, submit DR 8442

For Corporate/Trade Name changes, submit DR 8442

Name of Licensee

Kum & Go LC

Trade Name (doing business as)

Maverik 5011

License Number

13

License Type

Fermented Malt Beverage and Wine (City)

Contact Phone Number

515-274-7793

Contact Email Address

licensing@maverik.com

☒ Address Change

New Mailing Address

1150 Locust St. Suite 301

City

Des Moines

County

Polk

State

IA

ZIP Code

50309

☐ Name Change (Personal)

Previous Name

New Name

Reason for Name Change (check one)

Submit a copy of the legal documentation reflecting the name change. Acceptable forms of documentation include:
marriage license, divorce decree, court order, immigration records, or passport.

☐ Marriage

Date (MM/DD/YY)

☐ Divorce

Date (MM/DD/YY)

☐ Court Order

Date (MM/DD/YY)

I hereby attest that the above information provided is true.

Last Name (please print)

Hayes

First Name (please print)

Camille

Signature

Camille Hayes

Date (MM/DD/YY)

1/8/2025



Agenda Item #4.c.

Agenda Item Name:

Consider Liquor License Renewal for Nachos Mexican Dining, LLC dba Nachos Mexican Dining

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Liquor License Renewal for Nachos Mexican Dining, LLC dba Nachos Mexican Dining

Recommended Action:

Move to approve the Liquor License Renewal for Nachos Mexican Dining, LLC dba Nachos Mexican Dining

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Nachos Mexican Dining, LLC dba Nachos Mexican Dining located at 2000 Railroad Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete, and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Nacho's Mexican Dining LLC_Redacted

DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

**NACHO'S MEXICAN
 DINING LLC
 2000 RAILROAD AVE
 Rifle CO 81650**

RECEIVED

JAN 27 2025

City Clerk
 City of Rifle

RECEIVED

City Clerk
 City of Rifle

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

NACHO'S MEXICAN DINING LLC

Doing Business As Name (DBA)

NACHO'S MEXICAN DINING LLC

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

03/17/2025

01/31/2025

Business Address

Street Address

2000 RAILROAD AVE

Phone Number

9706183879

970 987-1681

City, State, ZIP Code

Rifle CO 81650

Mailing Address

Street Address

2000 RAILROAD AVE

City, State, ZIP Code

Rifle CO 81650

Email

Jessica mn22@hotmail.com

Operating Manager

Date of Birth

Jessica Mendez

Home Address

Street Address		Phone Number
City	State	ZIP Code

1. Do you have legal possession of the premises at the street address? ☒ Yes ☐ No

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

--

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☐ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

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)? ☐ Yes ☒ No

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.

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Jessica Mendoza

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Hotel and restaurant

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

1. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

2. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

3. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

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

Monica Serrica Menduca

Title

Owner

Signature

[Signature]

Date (MM/DD/YY)

01-15-25

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

NACHOS Mexican Dining LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

2000 Railroad Ave

City

RIFLE CO

State

CO

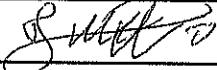
ZIP Code

81650

Printed name of person signing on behalf of the Applicant/Licensee

JESSICA MENDOZA

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



01-15-25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Agenda Item #4.d.

Agenda Item Name:

Consider Liquor License Renewal for Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Liquor Store License Renewal for Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors

Recommended Action:

Move to approve the Liquor Store License Renewal application for Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors located at 1735 Railroad Avenue, Rifle, CO has submitted a Liquor Store Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Rocky Mountain Liquors License Renewal

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

ROCKY MOUNTAIN
LIQUORS
1735 RAILROAD AVE
Rifle CO 81650

RECEIVED

JAN 03 2025

City Clerk
City of Rifle

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	477.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

ROCKY MOUNTAIN LIQUORS INC

Doing Business As Name (DBA)

ROCKY MOUNTAIN LIQUORS

Liquor License Number

License Type

Retail Liquor Store (city)

Sales Tax License Number

Expiration Date

Due Date

03/18/2025

02/01/2025

Business Address

Street Address

1735 RAILROAD AVE

Phone Number

9706250113

City, State, ZIP Code

Rifle CO 81650

Mailing Address

Street Address

1735 RAILROAD AVE

City, State, ZIP Code

Rifle CO 81650

Email

rmliquor@msn.com

Operating Manager

Date of Birth

Darren Trujillo

Home Address

Street Address

Phone Number

City

State

ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

August 2026

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No
(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

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)?..... ☐ Yes ☒ No

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.

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Darren Triville

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Darren Triville / Rocky Mountain Labs.

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

1. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

2. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

3. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

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

Darren Trujillo

Title

Owner

Signature

Date (MM/DD/YY)

12/4/24

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Rocky Mountain Leavers / DARREN TRUJILLO

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

City

RIVER

State ZIP Code

CO

81650

Printed name of person signing on behalf of the Applicant/Licensee

DARREN TRUJILLO

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



12-10-24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Agenda Item #4.e.

Agenda Item Name:

Consider Approval of the Colorado River Valley Economic Development Partnership Purchase Order

Presenter:

Patrick Waller, City Manager

Item Description:

Purchase Order

Recommended Action:

Move to approve the purchase order for Colorado River Valley Economic Development Partnership Purchase Order in the amount of \$30,000

Fiscal Impact:

The City included \$30,000 in the 2025 budget for the Colorado River Valley Economic Development Partnership

Operational Impact:

Staff regularly attends the quarterly committee meetings as well as the monthly financial meetings.

Prior Board Motions:

Council provided the same amount of financial support to CRVEDP in 2024.

Background Information:

N/A

Executive Summary:

Colorado River Valley Economic Development Partnership's website is available here: <https://crvedp.org/>.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. City of Rifle - Invoice 2025-001 CRVEDP
2. OFFICIAL PURCHASE REQUEST FORM upd. 12.10.24



INVOICE

Invoice Number: 2025-001

Invoice Date: January 16, 2025

City of Rifle
Attn: Patrick Waller
202 Railroad Ave
Rifle, CO 81650
tklein@rifleco.com

Description	Amount
2025 CRVEDP Annual Investment	\$30,000.00
	Total: \$30,000.00

Notes:
For any questions or concerns, please don't hesitate to contact us. We appreciate your support!
Alicia Gresley
Please make check out & remit payment to: Rifle Economic Development Corporation CRVEDP P.O. Box 823 Rifle, Colorado 81650



9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.f.

Agenda Item Name:

Consider Amending Bulk Water Rates and Repealing Airport Road Sewer Surcharge - Ordinance No. 1, Series of 2025 2nd Reading

Presenter:

Jared Emmert, Utilities Director

Item Description:

Ordinance No. 1, Series of 2025 - Amending Bulk Water Rates and Repealing Airport Road Sewer Surcharge - 2nd Reading

Recommended Action:

Move to Approve Ordinance No. 1, Series of 2025 on second reading.

Fiscal Impact:

Revenue generated by the Bulk Water Sales station will increase initially, due to the adjustment of the bulk water rate in Appendix A. No fiscal impacts of repealing the Airport Road sewer line surcharge are anticipated because cost recovery has been satisfied.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The price of bulk water sales is set by RMC Appendix A. Updating the bulk water rate requires an amendment to Appendix A each time. The proposed change to Appendix A will allow the bulk water rate to automatically adjust by being set equal to the out-of-city base water rate. The pricing of bulk water will increase by 2.5% on January 1 each year, along with all other classes of water users. This will keep the pricing of bulk water fair and equitable compared to rate-payers on the city water system. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons.

RMC Section 13-3-90(D) was put in place as a developer reimbursement for the installation of sewer main along Airport Road. The cost recovery has been satisfied, so this section is no longer necessary.

Executive Summary:

The proposed change to RMC Appendix A will allow the price of bulk water to automatically update each year, similar to all other classes of water users. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons. The price will escalate by 2.5% on January 1 each year, similar to the other classes of water users.

RMC Section 13-3-90(D) was created as a cost recovery surcharge for development to pay for the installation of sewer main along Airport Road. The cost recovery has been satisfied, so the section can be removed to tidy up the municipal code.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Ordinance No. 1-Bulk Water Rates

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING BULK
WATER RATES AND REPEALING SECTION 13-3-90(D) REGARDING THE
AIRPORT ROAD SEWER LINE COST RECOVERY SURCHARGE THAT HAS
BEEN SATISFIED.

WHEREAS, the City of Rifle provides bulk water service as a convenience for the community, and as residential water rates have been adjusted to maintain fiscal responsibility within the water enterprise, bulk water rates have not been appropriately amended; and

WHEREAS, Section 13-3-90(d) of the Rifle Municipal Code assesses a sewer surcharge to certain properties on Airport Road to recover costs incurred by the City for installing that infrastructure that has since been recouped; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the rate for bulk water service at Section 13-1-380 in Appendix A and repeal Section 13-3-90(d) of the Rifle Municipal Code.

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

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

Section 2. The following bulk water rate at RMC Section 13-1-380 referenced in the Code at Appendix A is hereby amended to read as follows, effective March 1, 2025, and the County Road 346 Sewer Surcharge at RMC Section 13-4-90(d) is hereby repealed:

13-1-380	Water rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:	
	Bulk sales rate (hydrant - when permitted)	150% the applicable in-City rate per 1,000 gallons
13-4-90	Wastewater system improvement fees and surcharge	
	(d) Surcharge. See Subsection 13-4-90(d) for an additional charge applied to users who connect to the City's County Road 346 project.	

Section 3. Section 13-3-90(d) of the Rifle Municipal Code is hereby repealed in its entirety.

INTRODUCED, on January 15, 2025, read in full, passed on first reading, and ordered

published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 5, 2025, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #6.a.

Agenda Item Name:

Consider Amendment to the Rifle Municipal Code Regarding Natural Medicine Cultivation and Healing Clinics - Ordinance No. 3 Series of 2025 - 1st Reading

Presenter:

Zach Higgins, Planning Director

Item Description:

Land Use Code Amendment

Recommended Action:

Move to approve Ordinance No. 3 Series of 2025 on first reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The P&Z Commission heard this application at their December 17, 2024 meeting. The Commission recommended approval as presented by staff.

Executive Summary:

On November 8, 2022 Colorado voters passed Prop 122 which decriminalized, regulated distribution, and setting a therapy program for certain hallucinogenic plants and fungi initiative. On May 2, 2023 the General Assembly of the State of Colorado enacted Senate Bill 23-290 implementing Prop 122. The passing of Prop 122 and SB 23-290 provide the framework to cultivate and distribute natural medicines. The following revisions to Sec. 16-1-220 Definitions, Sec. 16-3-410 - Description of Districts, and Sec. 16-3-420 – Schedule of uses for commercial and industrial districts, is Staff's recommended amendments to the Rifle Municipal Code in order to be in compliance with Prop 122 and State Statute. This amendment also corrects a typo to allow Medical and Dental Clinics as a permitted use in Tourist (TC) Commercial zone districts and adds healing arts clinics.

Notification Requirements:

Notice was completed by publishing in the paper as required by the Rifle Municipal Code.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Deliverable - Text Amendment - Mushroom - CC 2-5-2025
2. Ordinance No. 3-Natural Medicine Code Updates



MEMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup, Senior Planner
DATE: February 5, 2025
SUBJECT: Text Amendment Application 2024-046

Background

On November 8, 2022 Colorado voters passed Prop 122 which decriminalized, regulated distribution, and setting a therapy program for certain hallucinogenic plants and fungi initiative. On May 2, 2023 the General Assembly of the State of Colorado enacted Senate Bill 23-290 implementing Prop 122. The passing of Prop 122 and SB 23-290 provide the framework to cultivate and distribute natural medicines. The following revisions to Sec. 16-1-220 Definitions, Sec. 16-3-410 - Description of Districts, and Sec. 16-3-420 – Schedule of uses for commercial and industrial districts, is Staff's recommended amendments to the Rifle Municipal Code in order to be in compliance with Prop 122 and State Statute. This amendment also corrects a typo to allow Medical and Dental Clinics as a permitted use in Tourist (TC) Commercial zone districts and adds healing arts clinics.

Current R.M.C. Requirements

Current language in the Code does not address the cultivation of mushrooms. The following proposed amendment will bring Rifle municipal Code into compliance with Prop 122 and SB 23-290. State law prohibits the distribution of these substances and therefore the City does not need to create additional language.

Proposed Amendment

Sec. 16-1-220. - Definitions.

For purposes of this Chapter, certain terms are defined as follows:

Cultivation means the act of growing or raising of plants.

Home occupation means an accessory land use category that includes economic activities performed within any residential unit or within a structure that is accessory to the residential unit (e.g., garage or shed). See Section 16-3-280 of this Chapter for regulations associated with this land use category. Home occupations in which the workspace comprises more than twenty-five percent (25%) of the residential unit's total floor area shall be considered *Live-work units* and shall be regulated under the provisions of that land use category. A workspace is defined as an area designed or equipped exclusively or principally for the conduct of work activities and is to be regularly used for such work activities by one (1) or more occupants of the unit. ***Cultivation of medically regulated or plant-based psychedelic substances is not permitted as a Home Occupation.***

Office and personal services means a principal land use category that includes all exclusively indoor land uses whose primary functions are the handling of information or administrative services or the provision of services directly to an individual on a walk-in or appointment basis. See Section 16-18-1020 of this



Chapter for Central Business District regulations associated with this land use category. This category includes, but may not be limited to, the following specific land uses listed in Sections 16-3-320 and 16-3-420 of this Chapter: *Offices for the conduct of a business or profession; Professional or business offices; Medical and dental clinics; Healing Arts Clinics for medically regulated or plant-based psychedelic substances; Personal service establishments, including but not limited to barber and beauty shops, shoe repair shops, tailors, self-service laundries, dry cleaning outlets, travel agencies and photography shops; and small animal hospital or clinic.*

Sec. 16-3-410. - Description of districts.

- a) CBD, Central Business District...
- b) CS, Community Service Business District...
- c) TC, Tourist Commercial District...
- d) LI, Light Industrial District. The Light Industrial District is intended to provide for the proper development of commercial and light industrial uses that are necessary to serve the commercial and industrial needs of the City. The uses in this district are important to the economic diversification of the community. The uses include a variety of commercial, manufacturing, fabrication, assembly and repair, **cultivation** and other select commercial and light industrial uses. The Light Industrial District uses are intended to be less intense than typical industrial uses and to be visually unobtrusive, clean and quiet. All manufacturing and assembly and fabrication is to take place within a building or enclosed area. Adult entertainment establishments may also be located in the zone district subject to conditional use approval pursuant to Section 16-5-280 of this Chapter and compliance with relevant provisions of this Code.
- e) I, Industrial District. The Industrial District is intended to provide for the development of industrial areas, including commercial and industrial uses that are compatible with the character of the community. Industrial development provides employment opportunities for the community and adds to the economic vitality of the City. The location of Industrial District boundaries is limited to those areas where the full range of industrial activities allowed in the zone district will not adversely affect any other area of the City. Uses in this zone district include manufacturing, fabrication, assembly, processing of natural resources, storage yards, **cultivation** and other uses that may require intense application of industrial processes both inside and outside of buildings. Adult entertainment establishments may also be located in the zone district subject to conditional use approval pursuant to Section 16-5-280 of this Chapter and compliance with relevant provisions of this Code.

**Sec. 16-3-420. - Schedule of uses for commercial and industrial districts.**

<i>USES</i>	<i>CS'</i>	<i>TC'</i>	<i>LI</i>	<i>I</i>
Cultivation of mushrooms	*	±	P	P
Medical, Healing Arts, and dental clinics	P	€P	P	P

By adding the definition for cultivation, and further defining where the cultivation of mushrooms may occur the City will be in compliance with Prop 122 and Senate Bill 23-290. Additionally correcting the typo in the Schedule of uses table, cleans up the Code.

Findings

Pursuant to RMC Section 16-5-280, the Planning and Zoning Commission shall consider the following criteria when determining whether or not to recommend approval of the text amendments to City Council:

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

The proposal brings the Rifle Municipal Code into compliance with Colorado State statute.

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;

Not Applicable

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

The zoning code is enforced Citywide by appropriate zone district.

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

No major adverse environmental effects are anticipated from the proposal.

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

No Comprehensive Plan issues were noted as part of the review.

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

Not applicable, non-compliance with Colorado State Statute is not an option.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



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

Not applicable.

Planning and Zoning Commission

The P&Z Commission heard this application at their December 17, 2024 meeting. The Commission recommended approval as presented by staff.

Recommendation

Planning and Zoning Commission recommends that the Rifle City Council approve the proposed text amendment as presented.

16-1-220Sec. 16-1-220. Definitions.

For purposes of this Chapter, certain terms are defined as follows:

Cultivation means the act of growing or raising of plants.

Home occupation means an accessory land use category that includes economic activities performed within any residential unit or within a structure that is accessory to the residential unit (e.g., garage or shed). See Section 16-3-280 of this Chapter for regulations associated with this land use category. Home occupations in which the workspace comprises more than twenty-five percent (25%) of the residential unit's total floor area shall be considered *Live-work units* and shall be regulated under the provisions of that land use category. A workspace is defined as an area designed or equipped exclusively or principally for the conduct of work activities and is to be regularly used for such work activities by one (1) or more occupants of the unit. *Cultivation of medically regulated or plant-based psychedelic substances is not permitted as a Home Occupation.*

Office and personal services means a principal land use category that includes all exclusively indoor land uses whose primary functions are the handling of information or administrative services or the provision of services directly to an individual on a walk-in or appointment basis. See Section 16-18-1020 of this Chapter for Central Business District regulations associated with this land use category. This category includes, but may not be limited to, the following specific land uses listed in Sections 16-3-320 and 16-3-420 of this Chapter: *Offices for the conduct of a business or profession; Professional or business offices; Medical and dental clinics; Healing Arts Clinics for medically regulated or plant-based psychedelic substances; Personal service establishments, including but not limited to barber and beauty shops, shoe repair shops, tailors, self-service laundries, dry cleaning outlets, travel agencies and photography shops; and small animal hospital or clinic.*

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Sec. 16-3-420. - Schedule of uses for commercial and industrial districts.

<i>USES</i>	<i>CS'</i>	<i>TC'</i>	<i>LI</i>	<i>I</i>
Cultivation of Mushrooms	*	*	P	P
Medical, Healing Arts, and dental clinics	P	€-P	P	P

Proposition 122: Access to Natural Psychedelic Substances

Placed on the ballot by citizen initiative • Passes with a majority vote

Proposition 122 proposes amending Colorado statutes to:

- decriminalize the personal possession, growing, sharing, and use, but not the sale, of five natural psychedelic substances by individuals aged 21 and over, including two substances found in psychedelic mushrooms — psilocybin and psilocin — and three plant-based psychedelic substances — dimethyltryptamine, ibogaine, and mescaline;
- by late 2024, allow the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities and require the state to create a regulatory structure for the operation of these licensed facilities;
- allow the state to expand the types of substances that may be used in licensed facilities to include the use of additional plant-based psychedelic substances — dimethyltryptamine (DMT), ibogaine, or mescaline — starting in 2026;
- prohibit local governments from banning licensed facilities, services, and use of natural psychedelic substances as permitted by the measure, while allowing local governments to regulate the time, place, and manner of operation of these facilities; and
- establish penalties for individuals under the age of 21 for possessing, using, or transporting natural psychedelic substances and for individuals aged 21 and over who allow underage access to these substances.

What Your Vote Means

YES

A “yes” vote on Proposition 122

decriminalizes the possession and use of psychedelic mushrooms and certain plant-based psychedelic substances in Colorado law for individuals aged 21 and over, and requires the state to establish a regulated system for accessing psychedelic mushrooms and, if approved by the regulating state agency, additional plant-based psychedelic substances.

NO

A “no” vote on Proposition 122 means that the possession and use of psychedelic mushrooms and other plant-based psychedelic substances will remain illegal under state law.

An Act

SENATE BILL 23-290

BY SENATOR(S) Fenberg, Bridges, Ginal, Jaquez Lewis, Marchman,
Priola;
also REPRESENTATIVE(S) Amabile, Garcia, McCormick, Valdez.

CONCERNING NATURAL MEDICINE, AND, IN CONNECTION THEREWITH,
MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 12-170-102, **amend**
(1)(b); and **add** (2) as follows:

12-170-102. Legislative declaration. (1) The voters of the state of
Colorado find and declare that:

(b) Coloradans are experiencing problematic mental health issues,
including but not limited to suicidality, addiction, END-OF-LIFE DISTRESS,
depression, and anxiety.

(2) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

(a) CONSIDERABLE HARM MAY OCCUR TO THE FEDERALLY

*Capital letters or bold & italic numbers indicate new material added to existing law; dashes
through words or numbers indicate deletions from existing law and such material is not part of
the act.*

RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS IF NATURAL MEDICINE IS OVERLY COMMODIFIED, COMMERCIALIZED, AND EXPLOITED IN A MANNER THAT RESULTS IN THE ERASURE OF IMPORTANT CULTURAL AND RELIGIOUS CONTEXT;

(b) CONSIDERABLE HARM MAY OCCUR TO THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS IF FACILITATORS, HEALING CENTERS, AND OTHER NATURAL MEDICINE LICENSEES WITH MINIMAL OR NO CONNECTION TO TRADITIONAL USE OF NATURAL MEDICINE MISAPPROPRIATE OR EXPLOIT TRIBAL AND INDIGENOUS CULTURES AND RELIGIONS;

(c) IT IS THE GENERAL ASSEMBLY'S INTENT TO ENSURE THAT THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS ARE HONORED AND RESPECTED AS THE STATE LEGALIZES AND REGULATES NATURAL MEDICINE. BY ENACTING LAWS, RULES, AND ORDERS TO IMPLEMENT THIS ARTICLE 170 AND ARTICLE 50 OF TITLE 44, THE GENERAL ASSEMBLY, DIVISION, AND STATE LICENSING AUTHORITY SHALL CONSIDER THE POTENTIAL FOR DIRECT AND INDIRECT HARM THAT MAY OCCUR TO THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS THAT HAVE A CONNECTION TO NATURAL MEDICINE; AND

(d) ALTHOUGH THERE MAY BE TREMENDOUS POTENTIAL IN UTILIZING NATURAL MEDICINE FOR MANAGING VARIOUS MENTAL HEALTH CONDITIONS, HEALING, AND SPIRITUAL GROWTH, THIS POTENTIAL MUST BE APPROPRIATELY BALANCED WITH THE HEALTH AND SAFETY RISKS THAT IT COULD POSE TO CONSUMERS AS WELL AS THE CULTURAL HARMS IT COULD POSE TO THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS AND TRADITIONAL COMMUNITIES THAT HAVE CONNECTIONS TO NATURAL MEDICINE.

SECTION 2. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-103 as follows:

12-170-103. Applicability of common provisions. ARTICLES 1 AND 20 OF THIS TITLE 12 APPLY, ACCORDING TO THEIR TERMS, TO THIS ARTICLE 170.

SECTION 3. In Colorado Revised Statutes, **repeal and reenact**,

PAGE 2-SENATE BILL 23-290

with amendments, 12-170-104 as follows:

12-170-104. Definitions. AS USED IN THIS ARTICLE 170, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADMINISTRATION SESSION" MEANS A SESSION CONDUCTED AT A HEALING CENTER, OR ANOTHER LOCATION AS ALLOWED BY THIS ARTICLE 170 AND ARTICLE 50 OF TITLE 44, DURING WHICH A PARTICIPANT CONSUMES AND EXPERIENCES THE EFFECTS OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT UNDER THE SUPERVISION OF A FACILITATOR.

(2) "BOARD" MEANS THE STATE NATURAL MEDICINE ADVISORY BOARD CREATED IN SECTION 12-170-106.

(3) "DIRECTOR" MEANS THE DIRECTOR OF THE DIVISION OR THE DIRECTOR'S DESIGNEE.

(4) "DIVISION" MEANS THE DIVISION OF PROFESSIONS AND OCCUPATIONS CREATED IN THE DEPARTMENT PURSUANT TO SECTION 12-20-103.

(5) "FACILITATION" MEANS THE PERFORMANCE AND SUPERVISION OF NATURAL MEDICINE SERVICES FOR A PARTICIPANT.

(6) "FACILITATOR" MEANS AN INDIVIDUAL WHO IS TWENTY-ONE YEARS OF AGE OR OLDER; HAS THE NECESSARY QUALIFICATIONS, TRAINING, EXPERIENCE, AND KNOWLEDGE, AS REQUIRED PURSUANT TO THIS ARTICLE 170 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 170, TO PERFORM AND SUPERVISE NATURAL MEDICINE SERVICES FOR A PARTICIPANT; AND IS LICENSED BY THE DIRECTOR TO ENGAGE IN THE PRACTICE OF FACILITATION.

(7) "FEDERALLY RECOGNIZED AMERICAN TRIBE" HAS THE SAME MEANING AS "INDIAN TRIBE" AS DEFINED BY THE FEDERAL "FEDERALLY RECOGNIZED INDIAN TRIBE LIST ACT OF 1994", AS AMENDED.

(8) "HEALING CENTER" MEANS A FACILITY WHERE AN ENTITY IS LICENSED BY THE STATE LICENSING AUTHORITY PURSUANT TO ARTICLE 50 OF TITLE 44 THAT PERMITS A FACILITATOR TO PROVIDE AND SUPERVISE NATURAL MEDICINE SERVICES FOR A PARTICIPANT.

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(9) "HEALTH-CARE FACILITY" MEANS AN ENTITY THAT IS LICENSED, CERTIFIED, OR OTHERWISE PERMITTED BY LAW TO ADMINISTER MEDICAL TREATMENT IN THIS STATE, INCLUDING A HOSPITAL, CLINIC, HOSPICE ENTITY, COMMUNITY MENTAL HEALTH CENTER, FEDERALLY QUALIFIED HEALTH CENTER, RURAL HEALTH CLINIC, ORGANIZATION PROVIDING A PROGRAM OF ALL-INCLUSIVE CARE FOR THE ELDERLY, LONG-TERM CARE FACILITY, CONTINUING CARE RETIREMENT COMMUNITY, OR OTHER TYPE OF ENTITY WHERE HEALTH CARE IS PROVIDED.

(10) "INTEGRATION SESSION" MEANS A MEETING BETWEEN A PARTICIPANT AND FACILITATOR THAT OCCURS AFTER THE COMPLETION OF AN ADMINISTRATION SESSION.

(11) "LOCAL JURISDICTION" MEANS A COUNTY, MUNICIPALITY, OR CITY AND COUNTY.

(12)(a) "NATURAL MEDICINE" MEANS THE FOLLOWING SUBSTANCES:

(I) PSILOCYBIN; OR

(II) PSILOCYN.

(b) IN ADDITION TO THE SUBSTANCES LISTED IN SUBSECTION (12)(a) OF THIS SECTION, "NATURAL MEDICINE" INCLUDES:

(I) DIMETHYLTRYPTAMINE, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY FOR INCLUSION ON OR AFTER JUNE 1, 2026;

(II) IBOGAINE, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY; OR

(III) Mescaline, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY FOR INCLUSION ON OR AFTER JUNE 1, 2026.

(c) "NATURAL MEDICINE" DOES NOT MEAN A SYNTHETIC OR SYNTHETIC ANALOG OF THE SUBSTANCES LISTED IN SUBSECTIONS (12)(a) AND (12)(b) OF THIS SECTION, INCLUDING A DERIVATIVE OF A NATURALLY

OCCURRING COMPOUND OF NATURAL MEDICINE THAT IS PRODUCED USING CHEMICAL SYNTHESIS, CHEMICAL MODIFICATION, OR CHEMICAL CONVERSION.

(d) NOTWITHSTANDING SUBSECTION (12)(b)(III) OF THIS SECTION, "MESCALINE" DOES NOT INCLUDE PEYOTE, MEANING ALL PARTS OF THE PLANT CLASSIFIED BOTANICALLY AS *LOPHOPHORA WILLIAMSII* LEMAIRE, WHETHER GROWING OR NOT; ITS SEED; ANY EXTRACT FROM ANY PART OF THE PLANT, AND EVERY COMPOUND, SALT, DERIVATIVE, MIXTURE, OR PREPARATION OF THE PLANT; OR ITS SEEDS OR EXTRACTS.

(13) "NATURAL MEDICINE PRODUCT" MEANS A PRODUCT INFUSED WITH NATURAL MEDICINE THAT IS INTENDED FOR CONSUMPTION.

(14) "NATURAL MEDICINE SERVICES" MEANS A PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION PROVIDED PURSUANT TO THIS ARTICLE 170.

(15) "PARTICIPANT" MEANS AN INDIVIDUAL WHO IS TWENTY-ONE YEARS OF AGE OR OLDER AND WHO RECEIVES NATURAL MEDICINE SERVICES PERFORMED BY AND UNDER THE SUPERVISION OF A FACILITATOR.

(16) "PREPARATION SESSION" MEANS A MEETING BETWEEN A PARTICIPANT AND FACILITATOR THAT OCCURS BEFORE AN ADMINISTRATION SESSION. "PREPARATION SESSION" DOES NOT MEAN AN INITIAL CONSULTATION, AN INQUIRY, OR RESPONSE ABOUT NATURAL MEDICINE SERVICES.

(17) "REGULATED NATURAL MEDICINE" MEANS NATURAL MEDICINE THAT IS CULTIVATED, MANUFACTURED, TESTED, STORED, DISTRIBUTED, TRANSPORTED, TRANSFERRED, OR DISPENSED PURSUANT TO ARTICLE 50 OF TITLE 44.

(18) "REGULATED NATURAL MEDICINE PRODUCT" MEANS NATURAL MEDICINE PRODUCT THAT IS CULTIVATED, MANUFACTURED, TESTED, STORED, DISTRIBUTED, TRANSPORTED, TRANSFERRED, OR DISPENSED PURSUANT TO ARTICLE 50 OF TITLE 44.

(19) "REMUNERATION" MEANS ANYTHING OF VALUE, INCLUDING MONEY, REAL PROPERTY, TANGIBLE AND INTANGIBLE PERSONAL PROPERTY,

CONTRACT RIGHT, CHOSE IN ACTION, SERVICE, AND ANY RIGHT OF USE OR EMPLOYMENT OR PROMISE OR AGREEMENT CONNECTED THEREWITH, BUSINESS PROMOTION, OR COMMERCIAL ACTIVITY.

(20) "STATE LICENSING AUTHORITY" MEANS THE AUTHORITY CREATED FOR THE PURPOSE OF REGULATING AND CONTROLLING THE LICENSING OF THE CULTIVATION, MANUFACTURING, TESTING, STORING, DISTRIBUTION, TRANSPORTATION, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT IN THIS STATE PURSUANT TO SECTION 44-50-201.

SECTION 4. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-105 as follows:

12-170-105. Director powers and duties - prohibition - rules.

(1) IN ADDITION TO ANY OTHER POWERS AND DUTIES GRANTED OR IMPOSED ON THE DIRECTOR PURSUANT TO THIS ARTICLE 170 OR BY ANY OTHER LAW, THE DIRECTOR HAS THE FOLLOWING POWERS AND DUTIES:

(a) TO PROMULGATE RULES PURSUANT TO SECTION 12-20-204 CONCERNING THE FOLLOWING SUBJECTS:

(I) REQUIREMENTS FOR THE SAFE PROVISION OF REGULATED NATURAL MEDICINE, REGULATED NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES TO A PARTICIPANT, INCLUDING:

(A) PARAMETERS FOR A PREPARATION SESSION, AN ADMINISTRATION SESSION, AND AN INTEGRATION SESSION, INCLUDING REQUIREMENTS FOR PROVIDING AND VERIFYING THE COMPLETION OF EACH SESSION; WHETHER ANY OF THE SESSIONS MAY BE CONDUCTED USING TELEPHONE OR AUDIO-VISUAL COMMUNICATION TECHNOLOGY; AND ANY TIMELINESS REQUIREMENTS FOR WHEN EACH SESSION MUST BE COMPLETED IN RELATION TO THE OTHER SESSIONS;

(B) HEALTH AND SAFETY WARNINGS THAT MUST BE PROVIDED TO A PARTICIPANT BEFORE THE PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION BEGIN;

(C) EDUCATIONAL MATERIALS THAT MUST BE PROVIDED TO A PARTICIPANT BEFORE THE PREPARATION SESSION, ADMINISTRATION SESSION,

AND INTEGRATION SESSION BEGIN;

(D) A FORM THAT A PARTICIPANT, FACILITATOR, AND AN AUTHORIZED REPRESENTATIVE OF THE HEALING CENTER MUST SIGN, UNLESS THE FACILITATOR IS A SOLE PRACTITIONER, THEN ONLY THE PARTICIPANT AND FACILITATOR MUST SIGN, BEFORE THE PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION BEGIN. AT A MINIMUM, THE FORM MUST PROVIDE THAT THE PARTICIPANT PROVIDED THE PARTICIPANT'S COMPLETE AND ACCURATE HEALTH INFORMATION TO THE FACILITATOR AND THAT THE FACILITATOR PROVIDED TO THE PARTICIPANT IDENTIFIED RISK FACTORS BASED UPON THE PARTICIPANT'S PROVIDED HEALTH INFORMATION AND DRUG CONTRAINDICATIONS; PARTICIPANT EXPECTATIONS OF THE NATURAL MEDICINE SERVICES; PARAMETERS FOR PHYSICAL CONTACT DURING NATURAL MEDICINE SERVICES, THE REQUIREMENT OF INFORMED CONSENT PERMITTING PHYSICAL CONTACT, AND THE RIGHT TO WITHDRAW CONSENT FOR PHYSICAL CONTACT; AND RISKS OF PARTICIPATING IN NATURAL MEDICINE SERVICES.

(E) PROPER SUPERVISION BY THE FACILITATOR DURING THE ADMINISTRATION SESSION, AND REQUIREMENTS TO ENSURE THAT THE PARTICIPANT HAS A DISCHARGE PLAN OR SAFE TRANSPORTATION FROM THE HEALING CENTER;

(F) PROVISIONS FOR GROUP ADMINISTRATION SESSIONS, INCLUDING REQUIREMENTS FOR AN ADMINISTRATION SESSION THAT HAS ONE OR MORE FACILITATORS PERFORMING AND SUPERVISING THE ADMINISTRATION SESSION FOR MORE THAN ONE PARTICIPANT;

(G) PROVISIONS TO PERMIT A FACILITATOR TO REFUSE TO PROVIDE NATURAL MEDICINE SERVICES TO A PERSON BASED UPON HEALTH AND SAFETY RISKS, OR CIRCUMSTANCES PROMULGATED BY RULE; AND

(H) THE DOSAGE LIMIT OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT THAT MAY BE PROVIDED TO A PARTICIPANT FOR CONSUMPTION DURING AN ADMINISTRATION SESSION.

(II) REQUIREMENTS FOR THE LICENSING OF FACILITATORS, PRACTICE OF FACILITATION, AND PROFESSIONAL CONDUCT OF FACILITATORS, INCLUDING:

(A) THE FORM AND PROCEDURES FOR APPLYING FOR A NEW LICENSE OR RENEWING OR REINSTATING A LICENSE ISSUED PURSUANT TO THIS ARTICLE 170;

(B) THE EDUCATIONAL AND EXPERIENTIAL REQUIREMENTS AND QUALIFICATIONS FOR AN INDIVIDUAL TO BECOME A FACILITATOR, INCLUDING EDUCATION AND TRAINING ON PARTICIPANT SAFETY, DRUG INTERACTIONS, CONTRAINDICATIONS, MENTAL HEALTH AND STATE, PHYSICAL HEALTH AND STATE, SOCIAL AND CULTURAL CONSIDERATIONS, PREPARATION, ADMINISTRATION, INTEGRATION, AND ETHICS. THE EDUCATIONAL REQUIREMENTS MUST NOT REQUIRE A PROFESSIONAL LICENSE OR PROFESSIONAL DEGREE OTHER THAN A FACILITATOR LICENSE ISSUED PURSUANT TO THIS ARTICLE 170, EXCEPT THAT IF THERE ARE MULTIPLE TIERS OF FACILITATOR LICENSES, AN ADVANCED TIER OF FACILITATOR LICENSES MAY REQUIRE ANOTHER PROFESSIONAL LICENSE OR PROFESSIONAL DEGREE;

(C) OVERSIGHT AND SUPERVISION REQUIREMENTS, INCLUDING PROFESSIONAL RESPONSIBILITY STANDARDS AND CONTINUING EDUCATION REQUIREMENTS;

(D) ESTABLISHMENT OF PROFESSIONAL STANDARDS OF CONDUCT TO PRACTICE FACILITATION, OR A LICENSE, REGISTRATION, PERMIT, OR CERTIFICATION PURSUANT TO THIS ARTICLE 170;

(E) PARAMETERS FOR PHYSICAL CONTACT WITH A PARTICIPANT DURING NATURAL MEDICINE SERVICES, INCLUDING REQUIREMENTS FOR OBTAINING SIGNED INFORMED CONSENT FOR PERMISSIBLE PHYSICAL CONTACT AND PERMITTING A PARTICIPANT TO WITHDRAW CONSENT FOR PERMISSIBLE PHYSICAL CONTACT WITH A PARTICIPANT IN ANY MANNER AND AT ANY TIME;

(F) PERMITTING REMUNERATION FOR THE PROVISION OF NATURAL MEDICINE SERVICES;

(G) PERMITTING PROVISION OF GROUP ADMINISTRATION SESSIONS BY ONE FACILITATOR WHO IS PERFORMING AND SUPERVISING THE ADMINISTRATION SESSION FOR MORE THAN ONE PARTICIPANT, AND ESTABLISH A LIMIT ON THE TOTAL NUMBER OF PARTICIPANTS WHO MAY PARTICIPATE IN A GROUP ADMINISTRATION SESSION THAT IS PERFORMED AND SUPERVISED BY ONE FACILITATOR;

(H) RECORD-KEEPING, PRIVACY, AND CONFIDENTIALITY REQUIREMENTS FOR LICENSEES, REGISTRANTS, PERMITTEES, AND CERTIFICATE HOLDERS, INCLUDING PROTECTIONS PREVENTING DISCLOSURE OF A PROSPECTIVE PARTICIPANT'S OR PARTICIPANT'S PERSONALLY IDENTIFIABLE INFORMATION TO THE PUBLIC, THIRD PARTIES, OR ANY GOVERNMENT AGENCY, EXCEPT AS ALLOWED FOR PURPOSES EXPRESSLY STATED PURSUANT TO THIS ARTICLE 170, RULES PROMULGATED PURSUANT TO THIS ARTICLE 170, ARTICLE 50 OF TITLE 44, RULES PROMULGATED PURSUANT TO ARTICLE 50 OF TITLE 44, OR FOR STATE OR LOCAL LAW ENFORCEMENT AGENCIES TO ACCESS RECORDS AND INFORMATION FOR OTHER STATE OR LOCAL LAW ENFORCEMENT. THE INFORMATION OR RECORDS RELATED TO A PARTICIPANT CONSTITUTE MEDICAL DATA AS DESCRIBED IN SECTION 24-72-204 (3)(a)(I), AND THE INFORMATION OR RECORDS MAY ONLY BE DISCLOSED TO THOSE PERSONS DIRECTLY INVOLVED WITH AN ACTIVE INVESTIGATION OR PROCEEDING.

(I) PARAMETERS FOR A FACILITATOR'S PERMISSIBLE AND PROHIBITED FINANCIAL INTERESTS IN A HEALING CENTER, LICENSE PURSUANT TO THIS ARTICLE 170, OR LICENSE PURSUANT TO ARTICLE 50 OF TITLE 44; EXCEPT THAT A FACILITATOR MAY NOT HAVE A FINANCIAL INTEREST IN MORE THAN FIVE NATURAL MEDICINE BUSINESS LICENSES PURSUANT TO ARTICLE 50 OF TITLE 44.

(J) PARAMETERS FOR A FACILITATOR TO PROVIDE AND SUPERVISE NATURAL MEDICINE SERVICES AT AN AUTHORIZED LOCATION THAT IS NOT A HEALING CENTER'S LICENSED PREMISES, INCLUDING A HEALTH-CARE FACILITY OR A PRIVATE RESIDENCE;

(K) STANDARDS FOR ADVERTISING AND MARKETING A LICENSEE'S SERVICES, INCLUDING: AVOIDING THE MISAPPROPRIATION AND EXPLOITATION OF THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS; AVOIDING THE EXCESSIVE COMMERCIALIZATION OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES; PROHIBITING ADVERTISING AND MARKETING OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES DIRECTED TO INDIVIDUALS WHO ARE UNDER TWENTY-ONE YEARS OF AGE; AND OTHER PARAMETERS DETERMINED NECESSARY BY THE DIRECTOR.

(III) ANY RULES NECESSARY TO DIFFERENTIATE BETWEEN THE TYPES

OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT PROVIDED FOR PARTICIPANT CONSUMPTION DURING AN ADMINISTRATION SESSION BASED ON QUALITIES, TRADITIONAL USES, AND SAFETY PROFILE;

(IV) ANY RULES DETERMINED NECESSARY BY THE DIRECTOR RELATED TO THE POWERS OR DUTIES GRANTED OR IMPOSED ON THE DIRECTOR PURSUANT TO THIS ARTICLE 170 OR BY ANY OTHER LAW; AND

(V) ANY OTHER MATTERS DETERMINED NECESSARY BY THE DIRECTOR TO IMPLEMENT OR ADMINISTER THIS ARTICLE 170.

(b) BEGINNING ON OR BEFORE DECEMBER 31, 2024, TO REVIEW APPLICATIONS IN THE FORM AND MANNER DETERMINED BY THE DIRECTOR FOR NEW LICENSES, REGISTRATIONS, PERMITS, OR CERTIFICATES AFTER PAYMENT OF THE REQUIRED FEE AND TO GRANT OR DENY LICENSES, REGISTRATIONS, PERMITS, OR CERTIFICATES AS PROVIDED IN THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170. THE DIVISION SHALL PRIORITIZE REVIEWING APPLICATIONS FROM APPLICANTS WHO HAVE ESTABLISHED RESIDENCY IN COLORADO.

(c) TO ESTABLISH LICENSES, REGISTRATIONS, PERMITS, OR CERTIFICATES DETERMINED NECESSARY BY THE DIRECTOR TO IMPLEMENT OR ADMINISTER THIS ARTICLE 170, AND TO ESTABLISH ELIGIBILITY REQUIREMENTS AND PRIVILEGES UNDER THE LICENSES, REGISTRATIONS, PERMITS, OR CERTIFICATES;

(d) TO ESTABLISH, WHEN FINANCIALLY FEASIBLE, PROCEDURES, POLICIES, AND PROGRAMS TO ENSURE THIS ARTICLE 170 AND RULES PROMULGATED PURSUANT TO THIS ARTICLE 170 ARE EQUITABLE AND INCLUSIVE AND PROMOTE THE LICENSING, REGISTRATION, AND PERMITTING OF, AND PROVISION OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT TO, PERSONS FROM COMMUNITIES THAT HAVE BEEN DISPROPORTIONATELY HARMED BY HIGH RATES OF ARREST FOR CONTROLLED SUBSTANCES, PERSONS WHO FACE BARRIERS TO HEALTH-CARE ACCESS, PERSONS WHO HAVE TRADITIONAL, TRIBAL, OR INDIGENOUS HISTORY WITH NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, OR TO PERSONS WHO ARE VETERANS. THE DIRECTOR MAY CONSULT THE BOARD WHEN CONSIDERING PROCEDURES, POLICIES, AND PROGRAMS PURSUANT TO THIS SUBSECTION (1)(d).

(e) TO CONDUCT INVESTIGATIONS AND HEARINGS, GATHER EVIDENCE, AND PURSUE DISCIPLINARY ACTIONS PURSUANT TO SECTIONS 12-20-403, 12-20-404, AND 24-4-105, AND THIS ARTICLE 170, WITH RESPECT TO LICENSES, REGISTRATIONS, PERMITS, OR CERTIFICATES WHEN THE DIRECTOR HAS REASONABLE CAUSE TO BELIEVE THAT AN INDIVIDUAL OR ENTITY IS VIOLATING THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170;

(f) TO TAKE DISCIPLINARY OR OTHER ACTION AS AUTHORIZED IN SECTION 12-20-404 OR LIMIT THE SCOPE OF PRACTICE OF AN APPLICANT, LICENSEE, REGISTRANT, PERMITTEE, OR CERTIFICATE HOLDER UPON PROOF OF A VIOLATION OF THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170;

(g) TO ISSUE CEASE-AND-DESIST ORDERS UNDER THE CIRCUMSTANCES AND IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN SECTION 12-20-405;

(h) (I) TO PETITION A DISTRICT COURT FOR AN INVESTIGATIVE SUBPOENA APPLICABLE TO A PERSON WHO IS NOT LICENSED, REGISTERED, PERMITTED, OR CERTIFIED PURSUANT TO THIS ARTICLE 170 TO OBTAIN DOCUMENTS OR INFORMATION NECESSARY TO ENFORCE A PROVISION OF THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170 AFTER REASONABLE EFFORTS HAVE BEEN MADE TO OBTAIN REQUESTED DOCUMENTS OR INFORMATION WITHOUT A SUBPOENA;

(II) TO APPLY TO ANY COURT OF COMPETENT JURISDICTION TO TEMPORARILY RESTRAIN OR PRELIMINARILY OR PERMANENTLY ENJOIN THE ACT IN QUESTION OF AN INDIVIDUAL WHO OR ENTITY THAT IS NOT LICENSED, REGISTERED, PERMITTED, OR CERTIFIED PURSUANT TO THIS ARTICLE 170 AND TO ENFORCE COMPLIANCE WITH THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170 WHENEVER IT APPEARS TO THE DIRECTOR UPON SUFFICIENT EVIDENCE SATISFACTORY TO THE DIRECTOR THAT AN INDIVIDUAL OR ENTITY HAS BEEN OR IS COMMITTING AN ACT PROHIBITED BY THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170, AND THE ACT:

(A) THREATENS PUBLIC HEALTH OR SAFETY; OR

(B) CONSTITUTES AN UNLAWFUL ACT FOR WHICH THE INDIVIDUAL OR

ENTITY DOES NOT HOLD THE REQUIRED LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE PURSUANT TO THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170;

(i) TO MAINTAIN AND UPDATE AN ONLINE LIST THAT IS ACCESSIBLE TO THE PUBLIC OF LICENSEES, REGISTRANTS, PERMITTEES, AND CERTIFICATE HOLDERS THAT INCLUDES WHETHER THE LICENSEE, REGISTRANT, PERMITTEE, OR CERTIFICATE HOLDER HAS HAD ITS LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE LIMITED, SUSPENDED, OR REVOKED IN ACCORDANCE WITH A DISCIPLINARY ACTION PURSUANT TO THIS ARTICLE 170;

(j) IN COORDINATION WITH THE STATE LICENSING AUTHORITY PURSUANT TO SECTION 44-50-202 (1)(k), ANNUALLY PUBLISH A PUBLICLY AVAILABLE REPORT CONCERNING THE IMPLEMENTATION AND ADMINISTRATION OF THIS ARTICLE 170 AND ARTICLE 50 OF TITLE 44. THE REPORT MUST USE RELEVANT DATA, AS DETERMINED BY THE DIRECTOR AND THE STATE LICENSING AUTHORITY, AND MUST NOT DISCLOSE THE IDENTITY OF ANY PARTICIPANT OR INCLUDE ANY INFORMATION THAT COULD DISCLOSE THE IDENTITY OF A PARTICIPANT.

(k) PERFORM OTHER FUNCTIONS AND DUTIES NECESSARY TO ADMINISTER THIS ARTICLE 170.

(2) THE DIRECTOR SHALL CONSULT THE BOARD WHEN CONSIDERING AND PROMULGATING RULES PURSUANT TO THIS ARTICLE 170.

(3) THE DIVISION HAS AUTHORITY TO COLLECT AVAILABLE AND RELEVANT DATA NECESSARY TO PERFORM FUNCTIONS AND DUTIES NECESSARY TO ADMINISTER THIS ARTICLE 170.

(4) THE DIRECTOR OR A DIVISION EMPLOYEE WITH REGULATORY OVERSIGHT RESPONSIBILITIES FOR LICENSEES, PERMITTEES, REGISTRANTS, OR CERTIFICATE HOLDERS PURSUANT TO THIS ARTICLE 170 SHALL NOT WORK FOR, REPRESENT, PROVIDE CONSULTING SERVICES TO, OR OTHERWISE DERIVE PECUNIARY GAIN FROM A LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER THAT IS REGULATED PURSUANT TO THIS ARTICLE 170 OR ANY OTHER BUSINESS ESTABLISHED FOR THE PRIMARY PURPOSE OF PROVIDING SERVICES TO THE NATURAL MEDICINE INDUSTRY FOR A PERIOD OF SIX MONTHS AFTER THE EMPLOYEE'S LAST DAY OF EMPLOYMENT WITH THE DIVISION.

SECTION 5. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-106 as follows:

12-170-106. Board - creation - appointment - duties - report.

(1) THERE IS CREATED WITHIN THE DIVISION A NATURAL MEDICINE ADVISORY BOARD, WHICH CONSISTS OF FIFTEEN MEMBERS, TO ADVISE THE DIVISION AND THE STATE LICENSING AUTHORITY CONCERNING THE IMPLEMENTATION OF THIS ARTICLE 170 AND ARTICLE 50 OF TITLE 44.

(2) THE GOVERNOR SHALL APPOINT INITIAL BOARD MEMBERS ON OR BEFORE JANUARY 31, 2023, WITH CONSENT OF THE SENATE. THE MEMBERS MUST INCLUDE:

(a) SEVEN MEMBERS WITH SIGNIFICANT EXPERTISE AND EXPERIENCE IN ONE OR MORE OF THE FOLLOWING AREAS: NATURAL MEDICINE THERAPY, MEDICINE, AND RESEARCH; MYCOLOGY AND NATURAL MEDICINE CULTIVATION; LICENSEE QUALIFICATIONS; EMERGENCY MEDICAL SERVICES AND SERVICES PROVIDED BY FIRST RESPONDERS; MENTAL AND BEHAVIORAL HEALTH CARE; HEALTH-CARE INSURANCE AND HEALTH-CARE POLICY; AND PUBLIC HEALTH, DRUG POLICY, AND HARM REDUCTION; AND

(b) EIGHT MEMBERS WITH SIGNIFICANT EXPERTISE AND EXPERIENCE IN ONE OR MORE OF THE FOLLOWING AREAS: RELIGIOUS USE OF NATURAL MEDICINES; ISSUES CONFRONTING VETERANS; TRADITIONAL TRIBAL OR INDIGENOUS USE OF NATURAL MEDICINES; LEVELS AND DISPARITIES IN ACCESS TO HEALTH-CARE SERVICES AMONG DIFFERENT COMMUNITIES; AND PAST CRIMINAL JUSTICE REFORM EFFORTS IN COLORADO. AT LEAST ONE OF THE EIGHT MEMBERS MUST HAVE EXPERTISE OR EXPERIENCE IN TRADITIONAL, TRIBAL, OR INDIGENOUS USE OF NATURAL MEDICINES.

(3) THE BOARD INCLUDES THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF REVENUE, OR THE EXECUTIVE DIRECTOR'S DESIGNEE, SERVING AS A NON-VOTING MEMBER.

(4) (a) FOR THE INITIAL BOARD, SEVEN OF THE MEMBERS ARE APPOINTED TO A TERM OF TWO YEARS AND EIGHT MEMBERS ARE APPOINTED TO A TERM OF FOUR YEARS AS DESIGNATED IN THE GOVERNOR'S APPOINTMENT.

(b) AT THE EXPIRATION OF THE TERMS OF THE MEMBERS OF THE

INITIAL BOARD PURSUANT TO SUBSECTION (2) OF THIS SECTION, THE GOVERNOR SHALL APPOINT MEMBERS TO THE BOARD, WITHOUT CONSENT OF THE SENATE. EACH MEMBER APPOINTED BY THE GOVERNOR IS APPOINTED TO A TERM OF FOUR YEARS.

(c) EXCEPT FOR THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY, OR THE EXECUTIVE DIRECTOR'S DESIGNEE, MEMBERS OF THE BOARD MAY SERVE UP TO TWO CONSECUTIVE TERMS. MEMBERS ARE SUBJECT TO REMOVAL FOR MISCONDUCT, INCOMPETENCE, NEGLECT OF DUTY, OR UNPROFESSIONAL CONDUCT.

(5) THE BOARD SHALL MAKE RECOMMENDATIONS TO THE DIRECTOR AND STATE LICENSING AUTHORITY RELATED TO, BUT NOT LIMITED TO, THE FOLLOWING AREAS:

(a) ACCURATE PUBLIC HEALTH APPROACHES REGARDING USE, BENEFITS, HARMS, AND RISK REDUCTION FOR NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT AND THE CONTENT AND SCOPE OF EDUCATIONAL CAMPAIGNS RELATED TO NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT;

(b) RESEARCH RELATED TO THE EFFICACY AND REGULATION OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT, INCLUDING RECOMMENDATIONS RELATED TO PRODUCT SAFETY, HARM REDUCTION, AND CULTURAL RESPONSIBILITY;

(c) THE PROPER CONTENT OF TRAINING PROGRAMS, EDUCATIONAL AND EXPERIENTIAL REQUIREMENTS, AND QUALIFICATIONS FOR FACILITATORS. WHEN CONSIDERING RECOMMENDATIONS MADE PURSUANT TO THIS SUBSECTION (5)(c), THE BOARD MAY CONSIDER:

(I) TIERED FACILITATOR LICENSING, FOR THE PURPOSE OF REQUIRING VARYING LEVELS OF EDUCATION AND TRAINING DEPENDENT UPON THE TYPE OF PARTICIPANT THAT THE FACILITATOR WILL BE PROVIDING SERVICES TO AND THE TYPE OF SERVICES THE FACILITATOR WILL BE PROVIDING;

(II) LIMITED WAIVERS OF EDUCATION AND TRAINING REQUIREMENTS BASED UPON THE APPLICANT'S PRIOR EXPERIENCE, TRAINING, OR SKILLS, INCLUDING BUT NOT LIMITED TO NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT; AND

(III) THE REMOVAL OF UNREASONABLE FINANCIAL OR LOGISTICAL BARRIERS THAT MAKE OBTAINING A FACILITATOR LICENSE COMMERCIALY UNREASONABLE FOR INDIVIDUALS, INCLUDING LOW-INCOME INDIVIDUALS.

(d) AFFORDABLE, EQUITABLE, ETHICAL, AND CULTURALLY RESPONSIBLE ACCESS TO NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT AND REQUIREMENTS TO ENSURE THIS ARTICLE 170 IS EQUITABLE AND INCLUSIVE. IN PERFORMING THIS REQUIREMENT, THE BOARD MAY CONSIDER MAKING RECOMMENDATIONS ON WAYS TO REDUCE THE COSTS OF LICENSURE FOR LOW-INCOME INDIVIDUALS, FOR PROVIDING INCENTIVES FOR THE PROVISION OF NATURAL MEDICINE SERVICES AT A REDUCED COST TO INDIVIDUALS WITH LOW INCOME, AND PROVIDING INCENTIVES FOR THE PROVISION OF NATURAL MEDICINE SERVICES IN GEOGRAPHIC AND CULTURALLY DIVERSE REGIONS OF THE STATE.

(e) APPROPRIATE REGULATORY CONSIDERATIONS FOR EACH TYPE OF NATURAL MEDICINE, AND THE PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION;

(f) THE ADDITION OF OTHER TYPES OF NATURAL MEDICINE TO THIS ARTICLE 170 AND ARTICLE 50 OF TITLE 44 PURSUANT TO SECTION 12-170-104 (12)(b)(I), (12)(b)(II), OR (12)(b)(III) BASED ON AVAILABLE MEDICAL, PSYCHOLOGICAL, AND SCIENTIFIC STUDIES, RESEARCH, AND OTHER INFORMATION RELATED TO THE SAFETY AND EFFICACY OF EACH NATURAL MEDICINE, AND SHALL PRIORITIZE CONSIDERING THE ADDITION OF IBOGAINE PURSUANT TO SECTION 12-170-104 (12)(b)(II), TO THIS ARTICLE 170, AND ARTICLE 50 OF TITLE 44;

(g) ALL RULES TO BE PROMULGATED BY THE DIRECTOR PURSUANT TO THIS ARTICLE 170, AND THE STATE LICENSING AUTHORITY PURSUANT TO ARTICLE 50 OF TITLE 44; AND

(h) REQUIREMENTS FOR ACCURATE AND COMPLETE DATA COLLECTION, REPORTING, AND PUBLICATION OF INFORMATION RELATED TO THE IMPLEMENTATION OF THIS ARTICLE 170.

(6) THE BOARD SHALL, ON AN ONGOING BASIS, REVIEW AND EVALUATE EXISTING AND CURRENT RESEARCH, STUDIES, AND REAL-WORLD DATA RELATED TO NATURAL MEDICINE AND MAKE RECOMMENDATIONS TO THE GENERAL ASSEMBLY AND OTHER RELEVANT STATE AGENCIES AS TO

WHETHER NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, NATURAL MEDICINE SERVICES, AND ASSOCIATED SERVICES SHOULD BE COVERED UNDER HEALTH FIRST COLORADO OR OTHER INSURANCE PROGRAMS AS A COST-EFFECTIVE INTERVENTION FOR VARIOUS MENTAL HEALTH CONDITIONS, INCLUDING, BUT NOT LIMITED TO, END-OF-LIFE DISTRESS, SUBSTANCE USE DISORDER, ALCOHOL USE DISORDER, DEPRESSIVE DISORDERS, NEUROLOGICAL DISORDERS, CLUSTER HEADACHES, AND POST-TRAUMATIC STRESS DISORDER.

(7) THE BOARD SHALL, ON AN ONGOING BASIS, REVIEW AND EVALUATE SUSTAINABILITY ISSUES RELATED TO NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT AND THE IMPACT ON TRIBAL AND INDIGENOUS CULTURES AND DOCUMENT EXISTING RECIPROCITY EFFORTS AND CONTINUING SUPPORT MEASURES THAT ARE NEEDED.

(8) THE BOARD SHALL PUBLISH AN ANNUAL REPORT DESCRIBING ITS ACTIVITIES, INCLUDING THE RECOMMENDATIONS AND ADVICE PROVIDED TO THE DIRECTOR, THE STATE LICENSING AUTHORITY, AND THE GENERAL ASSEMBLY.

(9) THE DIVISION SHALL PROVIDE REASONABLE REQUESTED TECHNICAL, LOGISTICAL, AND OTHER SUPPORT TO THE BOARD TO ASSIST THE BOARD WITH ITS DUTIES AND OBLIGATIONS.

SECTION 6. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-107 as follows:

12-170-107. Federally recognized American tribes and Indigenous community working group - creation - duties. (1) THE DIRECTOR SHALL ESTABLISH THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS COMMUNITY WORKING GROUP FOR THE PURPOSE OF ENGAGING AND CREATING A DIALOGUE TO IDENTIFY ISSUES RELATED TO THE COMMERCIALIZATION OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES FOR TRIBAL AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS. THE COMMUNITY WORKING GROUP SHALL STUDY THE FOLLOWING:

(a) AVOIDING THE MISAPPROPRIATION AND EXPLOITATION OF THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS;

(b) AVOIDING THE EXCESSIVE COMMERCIALIZATION OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES;

(c) ANY CONSERVATION ISSUES ASSOCIATED WITH THE LEGALIZATION AND REGULATION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, INCLUDING THE POTENTIAL FOR FURTHER DEPLETION OF PEYOTE DUE TO PEYOTE BEING A SOURCE OF Mescaline; AND

(d) BEST PRACTICES AND OPEN COMMUNICATION TO BUILD TRUST AND UNDERSTANDING BETWEEN THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE AND COMMUNITIES, THE BOARD, THE DIVISION, THE STATE LICENSING AUTHORITY, AND LAW ENFORCEMENT AGENCIES, FOR THE PURPOSE OF AVOIDING UNNECESSARY BURDENS AND CRIMINALIZATION OF TRADITIONAL TRIBAL AND INDIGENOUS USES OF NATURAL MEDICINE.

(2) THE WORKING GROUP SHALL ADVISE THE BOARD AND THE DIVISION ON ITS FINDINGS AND RECOMMENDATIONS PURSUANT TO THE SUBJECTS IDENTIFIED IN SUBSECTION (1) OF THIS SECTION.

(3) THE DIRECTOR IS ENCOURAGED TO ENGAGE WITH THE FEDERALLY RECOGNIZED AMERICAN TRIBES AND INDIGENOUS PEOPLE WHO HAVE SIGNIFICANT EXPERIENCE WITH TRADITIONAL USE OF NATURAL MEDICINE AND OTHER PERSONS DEEMED NECESSARY BY THE DIRECTOR FOR THE PURPOSE OF THIS SECTION.

SECTION 7. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-108 as follows:

12-170-108. License required - unauthorized practice - mandatory disclosure of information - rule. (1) AN INDIVIDUAL SHALL NOT ENGAGE IN FACILITATION, OR REPRESENT TO THE PUBLIC OR IDENTIFY THE INDIVIDUAL'S SELF AS A FACILITATOR, IN THIS STATE UNTIL THE INDIVIDUAL HAS RECEIVED A LICENSE FROM THE DIRECTOR.

(2) A FACILITATOR SHALL CONSPICUOUSLY DISPLAY THE LICENSE ISSUED BY THE DIRECTOR IN THE HEALING CENTER, INCLUDING INFORMATION CONCERNING HOW TO FILE A COMPLAINT AGAINST THE FACILITATOR WITH THE DIRECTOR.

(3) EVERY LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER SHALL PROVIDE THE FOLLOWING INFORMATION IN WRITING TO EACH PARTICIPANT PRIOR TO A PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION:

(a) THE NAME, ADDRESS, AND PHONE NUMBER OF THE LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER;

(b) AN EXPLANATION OF THE REGULATIONS APPLICABLE TO THE LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER PURSUANT TO THIS ARTICLE 170 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 170;

(c) A LISTING OF TRAINING, EDUCATIONAL AND EXPERIENTIAL REQUIREMENTS, AND QUALIFICATIONS THE LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER PURSUANT TO THIS ARTICLE 170 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 170 SATISFIED IN ORDER TO OBTAIN A LICENSE, PERMIT, REGISTRATION, OR CERTIFICATE;

(d) A STATEMENT INDICATING THAT THE LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER IS REGULATED BY THE DIVISION, AND AN ADDRESS AND TELEPHONE NUMBER FOR THE DIVISION; AND

(e) A STATEMENT INDICATING THAT THE PARTICIPANT IS ENTITLED TO RECEIVE INFORMATION ABOUT NATURAL MEDICINE SERVICES, MAY TERMINATE NATURAL MEDICINE SERVICES AT ANY TIME, AND MAY TERMINATE PREVIOUSLY PROVIDED INFORMED CONSENT FOR PHYSICAL CONTACT AT ANY TIME.

(4) NOTHING IN THIS SECTION PROHIBITS AN INDIVIDUAL FROM PERFORMING A BONA FIDE RELIGIOUS, CULTURALLY TRADITIONAL, OR SPIRITUAL CEREMONY, IF THE INDIVIDUAL INFORMS AN INDIVIDUAL ENGAGING IN THE CEREMONY THAT THE INDIVIDUAL IS NOT A LICENSED FACILITATOR, AND THAT THE CEREMONY IS NOT ASSOCIATED WITH COMMERCIAL, BUSINESS, OR FOR-PROFIT ACTIVITY.

SECTION 8. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-109 as follows:

12-170-109. Grounds for discipline. (1) THE DIRECTOR MAY TAKE DISCIPLINARY OR OTHER ACTION AS AUTHORIZED IN SECTION 12-20-404

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UPON PROOF THAT THE LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER:

(a) VIOLATED A PROVISION OF THIS ARTICLE 170 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 170;

(b) HAS BEEN CONVICTED OF OR HAS ENTERED A PLEA OF NOLO CONTENDERE TO A FELONY. IN CONSIDERING THE CONVICTION OF OR THE PLEA TO ANY SUCH CRIME, THE DIRECTOR SHALL BE GOVERNED BY THE PROVISIONS OF SECTIONS 12-20-202 (5) AND 24-5-101.

(c) MADE ANY MISSTATEMENT ON AN APPLICATION FOR A LICENSE, REGISTRATION, OR PERMIT TO PRACTICE PURSUANT TO THIS ARTICLE 170 OR ATTEMPTED TO OBTAIN A LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE TO PRACTICE BY FRAUD, DECEPTION, OR MISREPRESENTATION;

(d) COMMITTED AN ACT OR FAILED TO PERFORM AN ACT NECESSARY TO MEET THE GENERALLY ACCEPTED PROFESSIONAL STANDARDS OF CONDUCT TO PRACTICE A PROFESSION LICENSED PURSUANT TO THIS ARTICLE 170 OR PROMULGATED BY RULE PURSUANT TO 12-170-105 (1)(a)(II)(D), INCLUDING PERFORMING SERVICES OUTSIDE OF THE PERSON'S AREA OF TRAINING, EXPERIENCE, OR COMPETENCE;

(e) EXCESSIVELY OR HABITUALLY USES OR ABUSES ALCOHOL OR CONTROLLED SUBSTANCES;

(f) VIOLATED ANY OF THE PROVISIONS OF THIS ARTICLE 170, AN APPLICABLE PROVISION OF ARTICLE 20 OF THIS TITLE 12, OR ANY VALID ORDER OF THE DIRECTOR;

(g) IS GUILTY OF UNPROFESSIONAL OR DISHONEST CONDUCT;

(h) ADVERTISES BY MEANS OF FALSE OR DECEPTIVE STATEMENT;

(i) FAILS TO DISPLAY THE LICENSE AS PROVIDED IN SECTION 12-170-108 (2);

(j) FAILS TO COMPLY WITH THE RULES PROMULGATED BY THE DIRECTOR PURSUANT TO THIS ARTICLE 170;

(k) IS GUILTY OF WILLFUL MISREPRESENTATION;

(l) FAILS TO DISCLOSE TO THE DIRECTOR WITHIN FORTY-FIVE DAYS A CONVICTION FOR A FELONY OR ANY CRIME THAT IS RELATED TO THE PRACTICE AS A FACILITATOR;

(m) AIDS OR ABETS THE UNLICENSED PRACTICE OF FACILITATION; OR

(n) FAILS TO TIMELY RESPOND TO A COMPLAINT SENT BY THE DIRECTOR PURSUANT TO SECTION 12-170-110.

SECTION 9. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-110 as follows:

12-170-110. Disciplinary proceedings - administrative law judges - judicial review. (1) THE DIRECTOR MAY, THROUGH THE DEPARTMENT, EMPLOY ADMINISTRATIVE LAW JUDGES TO CONDUCT HEARINGS AS PROVIDED BY THIS SECTION OR ON ANY MATTER WITHIN THE DIRECTOR'S JURISDICTION UPON SUCH CONDITIONS AND TERMS AS THE DIRECTOR MAY DETERMINE.

(2) A PROCEEDING FOR DISCIPLINE OF A LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER MUST BE COMMENCED WHEN THE DIRECTOR HAS REASONABLE GROUNDS TO BELIEVE THAT A LICENSEE, PERMITTEE, REGISTRANT, OR CERTIFICATE HOLDER HAS COMMITTED ACTS THAT MAY VIOLATE THE PROVISIONS OF THIS ARTICLE 170 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 170. THE GROUNDS MAY BE ESTABLISHED BY AN INVESTIGATION BEGUN BY THE DIRECTOR ON THE DIRECTOR'S OWN MOTION OR BY AN INVESTIGATION PURSUANT TO A WRITTEN COMPLAINT. SECTION 12-20-403 AND ARTICLE 4 OF TITLE 24 GOVERN PROCEEDINGS BROUGHT PURSUANT TO THIS SECTION.

(3) ANY HEARING ON THE REVOCATION OR SUSPENSION OF A LICENSE, PERMIT, REGISTRATION, OR CERTIFICATE, OR ON THE DENIAL OF AN APPLICATION FOR A NEW LICENSE, PERMIT, REGISTRATION, OR CERTIFICATE, OR FOR RENEWAL OF A PREVIOUSLY ISSUED LICENSE, PERMIT, REGISTRATION, OR CERTIFICATE MUST BE CONDUCTED BY AN ADMINISTRATIVE LAW JUDGE.

(4) FINAL ACTION BY THE DIRECTOR MAY BE JUDICIALLY REVIEWED PURSUANT TO SECTION 12-20-408.

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SECTION 10. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 12-170-111 as follows:

12-170-111. Fees - cash fund - created. (1) BASED UPON THE APPROPRIATION MADE AND SUBJECT TO THE APPROVAL OF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF REGULATORY AGENCIES, THE DIRECTOR SHALL ESTABLISH AND ADJUST FEES THAT THE DIRECTOR IS AUTHORIZED BY LAW TO COLLECT SO THAT THE REVENUE GENERATED FROM THE FEES APPROXIMATES ITS DIRECT AND INDIRECT COSTS; EXCEPT THAT FEES MUST NOT EXCEED THE AMOUNT NECESSARY TO ADMINISTER THIS ARTICLE 170.

(2) THE NATURAL MEDICINE FACILITATOR CASH FUND, REFERRED TO IN THIS SECTION AS THE "FUND", IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF FEES CREDITED TO THE FUND PURSUANT TO THIS ARTICLE 170 AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND.

(3) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(4) MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE DEPARTMENT FOR THE ADMINISTRATION OF THIS ARTICLE 170.

SECTION 11. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 12-170-112 as follows:

12-170-112. Local jurisdiction. (1) A LOCAL JURISDICTION SHALL NOT PROHIBIT A FACILITATOR FROM PROVIDING NATURAL MEDICINE SERVICES WITHIN ITS BOUNDARIES IF THE INDIVIDUAL IS A LICENSED FACILITATOR PURSUANT TO THIS ARTICLE 170.

(2) A LOCAL JURISDICTION SHALL NOT ADOPT ORDINANCES OR REGULATIONS THAT ARE UNREASONABLE OR IN CONFLICT WITH THIS ARTICLE 170.

SECTION 12. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 12-170-113 as follows:

12-170-113. Protections. (1) SUBJECT TO THE LIMITATIONS IN THIS

ARTICLE 170 AND ARTICLE 50 OF TITLE 44, BUT NOTWITHSTANDING ANY OTHER PROVISION OF LAW:

(a) ACTIONS AND CONDUCT PERMITTED PURSUANT TO A LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE ISSUED BY THE DIRECTOR PURSUANT TO THIS ARTICLE 170, OR BY THOSE WHO ALLOW PROPERTY TO BE USED PURSUANT TO A LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE ISSUED BY THE DIRECTOR PURSUANT TO THIS ARTICLE 170, ARE LAWFUL AND ARE NOT AN OFFENSE UNDER STATE LAW, OR THE LAWS OF ANY LOCAL JURISDICTION WITHIN THIS STATE; ARE NOT SUBJECT TO A CIVIL FINE, PENALTY, OR SANCTION; ARE NOT A BASIS FOR DETENTION, SEARCH, OR ARREST; AND ARE NOT A BASIS TO DENY ANY RIGHT OR PRIVILEGE, OR TO SEIZE OR FORFEIT ASSETS UNDER STATE LAW OR THE LAWS OF ANY LOCAL JURISDICTION WITHIN THIS STATE.

(b) A CONTRACT IS NOT UNENFORCEABLE ON THE BASIS THAT NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AS ALLOWED PURSUANT TO THIS ARTICLE 170, IS PROHIBITED BY FEDERAL LAW;

(c) MENTAL HEALTH CARE, SUBSTANCE USE DISORDER INTERVENTION SERVICES, OR BEHAVIORAL HEALTH SERVICES OTHERWISE COVERED PURSUANT TO THE "COLORADO MEDICAL ASSISTANCE ACT", ARTICLES 4 TO 6 OF TITLE 25.5, MUST NOT BE DENIED ON THE BASIS THAT THEY ARE COVERED IN CONJUNCTION WITH NATURAL MEDICINE SERVICES, OR THAT NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT ARE PROHIBITED BY FEDERAL LAW. INSURANCE OR AN INSURANCE PROVIDER IS NOT REQUIRED TO COVER THE COST OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT.

(d) NOTHING IN THIS SECTION MAY BE CONSTRUED OR INTERPRETED TO PREVENT THE DIRECTOR FROM ENFORCING RULES PROMULGATED BY THE DIRECTOR AGAINST A LICENSEE, REGISTRANT, PERMITTEE, OR CERTIFICATE HOLDER OR LIMIT A STATE OR LOCAL LAW ENFORCEMENT AGENCY'S ABILITY TO INVESTIGATE UNLAWFUL ACTIVITY IN RELATION TO A LICENSEE, REGISTRANT, PERMITTEE, OR CERTIFICATE HOLDER.

(2) A PROFESSIONAL OR OCCUPATIONAL LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE HOLDER IS NOT SUBJECT TO PROFESSIONAL DISCIPLINE OR LOSS OF A PROFESSIONAL OR OCCUPATIONAL LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE FOR PROVIDING ADVICE OR

SERVICES ARISING OUT OF OR RELATED TO A NATURAL MEDICINE LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE ISSUED PURSUANT TO THIS ARTICLE 170 OR ARTICLE 50 OF TITLE 44 OR APPLICATION FOR LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE ISSUED PURSUANT TO THIS ARTICLE 170 OR ARTICLE 50 OF TITLE 44 ON THE BASIS THAT NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT ARE PROHIBITED BY FEDERAL LAW, OR FOR PERSONAL USE OF NATURAL MEDICINE OR NATURAL MEDICINE ALLOWED PURSUANT TO THIS ARTICLE 170. THIS ARTICLE 170 DOES NOT AUTHORIZE AN INDIVIDUAL TO ENGAGE IN CONDUCT THAT IN THE COURSE OF PRACTICING UNDER THE INDIVIDUAL'S LICENSE, REGISTRATION, PERMIT, OR CERTIFICATE WOULD VIOLATE STANDARDS OF CARE OR SCOPE OF PRACTICE OF THE INDIVIDUAL'S PROFESSION OR OCCUPATION AS REQUIRED BY ANY PROVISION OF LAW OR RULE.

SECTION 13. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-114 as follows:

12-170-114. Liberal construction. THIS ARTICLE 170 MUST BE LIBERALLY CONSTRUED TO EFFECTUATE ITS PURPOSE.

SECTION 14. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 12-170-115 as follows:

12-170-115. Preemption. A LOCAL JURISDICTION SHALL NOT ADOPT, ENACT, OR ENFORCE ANY ORDINANCE, RULE, OR RESOLUTION THAT IS OTHERWISE IN CONFLICT WITH THE PROVISIONS OF THIS ARTICLE 170.

SECTION 15. In Colorado Revised Statutes, **add** 12-170-116 as follows:

12-170-116. Self-executing, severability, conflicting provisions. ALL PROVISIONS OF THIS ARTICLE 170 ARE SELF-EXECUTING EXCEPT AS SPECIFIED HEREIN, ARE SEVERABLE, AND, EXCEPT WHEN OTHERWISE INDICATED, SHALL SUPERSEDE CONFLICTING STATE STATUTORY, LOCAL CHARTER, ORDINANCE, OR RESOLUTION PROVISIONS, AND OTHER STATE AND LOCAL PROVISIONS. IF ANY PROVISION OF THIS ARTICLE 170 OR ITS APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THIS ARTICLE 170 THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS ARTICLE 170

ARE SEVERABLE.

SECTION 16. In Colorado Revised Statutes, **add** 12-170-117 as follows:

12-170-117. Repeal of article - review of functions. THIS ARTICLE 170 IS REPEALED, EFFECTIVE SEPTEMBER 1, 2032. BEFORE THE REPEAL, THIS ARTICLE 170 IS SCHEDULED FOR REVIEW IN ACCORDANCE WITH SECTION 24-34-104.

SECTION 17. In Colorado Revised Statutes, 12-20-407, **amend** (1)(a)(V)(V) and (1)(a)(V)(W); and **add** (1)(a)(V)(X) as follows:

12-20-407. Unauthorized practice of profession or occupation - penalties - exclusions. (1) (a) A person commits a class 2 misdemeanor and shall be punished as provided in section 18-1.3-501 if the person:

(V) Practices or offers or attempts to practice any of the following professions or occupations without an active license, certification, or registration issued under the part or article of this title 12 governing the particular profession or occupation:

(V) Respiratory therapy, as regulated under article 300 of this title 12; ~~or~~

(W) Veterinary medicine or as a veterinary technician, as regulated under article 315 of this title 12; OR

(X) FACILITATING NATURAL MEDICINE SERVICES, AS REGULATED UNDER ARTICLE 170 OF THIS TITLE 12.

SECTION 18. In Colorado Revised Statutes, 24-1-117, **amend** (4)(a)(X) and (4)(a)(XI); and **add** (4)(a)(XII) as follows:

24-1-117. Department of revenue - creation. (4) (a) The department of revenue consists of the following divisions:

(X) The auto industry division, created in section 44-20-105. The division is a **type 2** entity, as defined in section 24-1-105, and exercises its powers and performs its duties and functions under the department of

revenue; and

(XI) The state licensing authority created in section 44-10-201; AND

(XII) THE NATURAL MEDICINE DIVISION, CREATED IN SECTION 44-50-201, WHICH IS A **TYPE 2** ENTITY, AS DEFINED IN SECTION 24-1-105.

SECTION 19. In Colorado Revised Statutes, 24-34-104, **add** (33)(a)(VII) and (33)(a)(VIII) as follows:

24-34-104. General assembly review of regulatory agencies and functions for repeal, continuation, or reestablishment - legislative declaration - repeal. (33) (a) The following agencies, functions, or both, are scheduled for repeal on September 1, 2032:

(VII) THE "NATURAL MEDICINE HEALTH ACT OF 2022", ARTICLE 170 OF TITLE 12;

(VIII) THE "COLORADO NATURAL MEDICINE CODE", ARTICLE 50 OF TITLE 44.

SECTION 20. In Colorado Revised Statutes, **add** 25-1.5-120 as follows:

25-1.5-120. Natural medicine testing and standards - rules.

(1) THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IN COORDINATION WITH THE DEPARTMENT OF REVENUE, TO ENSURE CONSISTENCY BETWEEN RULES, SHALL PROMULGATE RULES CONCERNING TESTING STANDARDS AND CERTIFICATION REQUIREMENTS OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT REGULATED BY THE DEPARTMENT OF REVENUE PURSUANT TO ARTICLE 50 OF TITLE 44.

(2) AT A MINIMUM, THE RULES MUST:

(a) ESTABLISH NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT TESTING STANDARDS AND CERTIFICATION REQUIREMENTS;

(b) ESTABLISH A NATURAL MEDICINE INDEPENDENT TESTING AND CERTIFICATION PROGRAM FOR LICENSEES PURSUANT TO ARTICLE 50 OF TITLE 44, WITHIN AN IMPLEMENTATION TIME FRAME ESTABLISHED BY THE

DEPARTMENT OF REVENUE, REQUIRING LICENSEES TO TEST NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT TO ENSURE, AT A MINIMUM, THAT PRODUCTS TRANSFERRED FOR HUMAN CONSUMPTION BY NATURAL PERSONS OR ENTITIES LICENSED PURSUANT TO ARTICLE 50 OF TITLE 44 DO NOT CONTAIN CONTAMINANTS THAT ARE INJURIOUS TO HEALTH AND TO ENSURE CORRECT LABELING;

(c) ESTABLISH PROCEDURES THAT ENSURE NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT ARE QUARANTINED AND NOTIFICATION PROCEDURES IF TEST RESULTS INDICATE THE PRESENCE OF QUANTITIES OF ANY SUBSTANCE DETERMINED TO BE INJURIOUS TO HEALTH;

(d) ENSURE THAT TESTING VERIFIES CONCENTRATION REPRESENTATIONS AND HOMOGENEITY FOR CORRECT LABELING;

(e) ESTABLISH AN ACCEPTABLE VARIANCE FOR CONCENTRATION REPRESENTATIONS AND PROCEDURES TO ADDRESS CONCENTRATION MISREPRESENTATIONS; AND

(f) ESTABLISH THE PROTOCOLS AND FREQUENCY OF NATURAL MEDICINE TESTING BY LICENSEES.

SECTION 21. In Colorado Revised Statutes, **add** article 50 to title 44 as follows:

ARTICLE 50
Natural Medicine

PART 1
COLORADO NATURAL MEDICINE CODE

44-50-101. Short title. THE SHORT TITLE OF THIS ARTICLE 50 IS THE "COLORADO NATURAL MEDICINE CODE".

44-50-102. Legislative declaration. (1) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

(a) THE PEOPLE OF COLORADO APPROVED STATUTORY MEASURES THAT, IN PART, INTENDED TO ENSURE THAT PEOPLE IN COLORADO HAVE ACCESS TO REGULATED NATURAL MEDICINE AND REGULATED NATURAL

MEDICINE PRODUCT;

(b) THE DEPARTMENT IS UNIQUELY SUITED TO REGULATE THE CULTIVATION, MANUFACTURING, TESTING, STORING, DISTRIBUTION, TRANSPORTATION, TRANSFERRING, AND DISPENSATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT BECAUSE OF ITS EXPERIENCE AND EXISTING RESOURCES IN REGULATING ALCOHOL, TOBACCO, AND MARIJUANA; AND

(c) IT IS NECESSARY TO ENTRUST THE REGULATION OF THE CULTIVATION, MANUFACTURING, TESTING, STORING, DISTRIBUTION, TRANSPORTATION, TRANSFERRING, AND DISPENSATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT TO THE DEPARTMENT IN ORDER TO IMPLEMENT THE REGULATORY MEASURES IN A MANNER THAT HONORS THE INTENT OF THE PEOPLE, PROMOTES PUBLIC TRUST, SUPPORTS THE INTEGRITY AND SUSTAINABILITY OF THE REGULATORY MEASURES, AND ENSURES REGULATORY EFFICIENCY.

(2) THE GENERAL ASSEMBLY DECLARES THAT THIS ARTICLE 50 IS DEEMED AN EXERCISE OF THE POLICE POWERS OF THE STATE FOR THE PROTECTION OF THE ECONOMIC AND SOCIAL WELFARE AND THE HEALTH, PEACE, AND MORALS OF THE PEOPLE OF THIS STATE.

(3) THE GENERAL ASSEMBLY DECLARES THAT IT IS UNLAWFUL UNDER STATE LAW TO CULTIVATE, MANUFACTURE, TEST, STORE, DISTRIBUTE, TRANSPORT, TRANSFER, AND DISPENSE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, EXCEPT IN COMPLIANCE WITH THE TERMS, CONDITIONS, LIMITATIONS, AND RESTRICTIONS IN THIS ARTICLE 50; RULES PROMULGATED PURSUANT TO THIS ARTICLE 50; ARTICLE 170 OF TITLE 12; RULES PROMULGATED PURSUANT TO ARTICLE 170 OF TITLE 12; ARTICLE 1.5 OF TITLE 25; RULES PROMULGATED PURSUANT TO ARTICLE 1.5 OF TITLE 25; TITLE 16; AND TITLE 18.

44-50-103. Definitions. AS USED IN THIS ARTICLE 50, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADMINISTRATION SESSION" MEANS A SESSION CONDUCTED AT A HEALING CENTER, OR OTHER LOCATION IF PERMITTED BY THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50, DURING WHICH A PARTICIPANT CONSUMES AND EXPERIENCES THE EFFECTS OF NATURAL

MEDICINE UNDER THE SUPERVISION OF A FACILITATOR.

(2) "BOARD" MEANS THE STATE NATURAL MEDICINE ADVISORY BOARD CREATED IN SECTION 12-170-106.

(3) "DIRECTOR" MEANS THE DIRECTOR OF THE DIVISION OF PROFESSIONS AND OCCUPATIONS OR THE DIRECTOR'S DESIGNEE.

(4) "DIVISION" MEANS THE DIVISION OF PROFESSIONS AND OCCUPATIONS CREATED IN THE DEPARTMENT PURSUANT TO SECTION 12-20-103.

(5) "FACILITATOR" MEANS A NATURAL PERSON WHO IS TWENTY-ONE YEARS OF AGE OR OLDER, HAS THE NECESSARY QUALIFICATIONS, TRAINING, EXPERIENCE, AND KNOWLEDGE TO PERFORM AND SUPERVISE NATURAL MEDICINE SERVICES FOR A PARTICIPANT, AND IS LICENSED BY THE DIRECTOR TO ENGAGE IN THE PRACTICE OF FACILITATION.

(6) "HEALING CENTER" MEANS A FACILITY WHERE AN ENTITY IS LICENSED BY THE STATE LICENSING AUTHORITY THAT PERMITS A FACILITATOR TO PROVIDE AND SUPERVISE NATURAL MEDICINE SERVICES FOR A PARTICIPANT.

(7) "HEALTH-CARE FACILITY" MEANS AN ENTITY THAT IS LICENSED, CERTIFIED, OR OTHERWISE PERMITTED BY LAW TO ADMINISTER MEDICAL TREATMENT IN THIS STATE, INCLUDING A HOSPITAL, HOSPICE FACILITY, COMMUNITY MENTAL HEALTH CENTER, FEDERALLY QUALIFIED HEALTH CENTER, RURAL HEALTH CLINIC, ORGANIZATION PROVIDING A PROGRAM OF ALL-INCLUSIVE CARE FOR THE ELDERLY, LONG-TERM CARE FACILITY, CONTINUING CARE RETIREMENT COMMUNITY, OR OTHER TYPE OF ENTITY WHERE HEALTH CARE IS PROVIDED.

(8) "INTEGRATION SESSION" MEANS A MEETING BETWEEN A PARTICIPANT AND FACILITATOR THAT OCCURS AFTER THE COMPLETION OF AN ADMINISTRATION SESSION.

(9) "LICENSE" MEANS TO GRANT A LICENSE, PERMIT, OR REGISTRATION PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

(10) "LICENSED PREMISES" MEANS THE PREMISES SPECIFIED IN AN APPLICATION FOR A LICENSE PURSUANT TO THIS ARTICLE 50 THAT THE LICENSEE OWNS OR IS IN POSSESSION OF AND WITHIN WHICH THE LICENSEE IS AUTHORIZED TO CULTIVATE, MANUFACTURE, TEST, STORE, DISTRIBUTE, TRANSPORT, TRANSFER, OR DISPENSE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IN ACCORDANCE WITH THIS ARTICLE 50.

(11) "LICENSEE" MEANS A PERSON LICENSED, REGISTERED, OR PERMITTED PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

(12) "LOCAL JURISDICTION" MEANS A COUNTY, MUNICIPALITY, OR CITY AND COUNTY.

(13)(a) "NATURAL MEDICINE" MEANS THE FOLLOWING SUBSTANCES:

(I) PSILOCYBIN; OR

(II) PSILOCYN.

(b) IN ADDITION TO THE SUBSTANCES LISTED IN SUBSECTION (13)(a) OF THIS SECTION, "NATURAL MEDICINE" INCLUDES:

(I) DIMETHYLTRYPTAMINE, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY FOR INCLUSION ON OR AFTER JUNE 1, 2026;

(II) IBOGAIN, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY FOR INCLUSION; OR

(III) Mescaline, IF RECOMMENDED BY THE BOARD AND APPROVED BY THE DIRECTOR AND THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY FOR INCLUSION ON OR AFTER JUNE 1, 2026.

(c) "NATURAL MEDICINE" DOES NOT MEAN A SYNTHETIC OR SYNTHETIC ANALOG OF THE SUBSTANCES LISTED IN SUBSECTIONS (13)(a) AND (13)(b) OF THIS SECTION, INCLUDING A DERIVATIVE OF A NATURALLY OCCURRING COMPOUND OF NATURAL MEDICINE THAT IS PRODUCED USING CHEMICAL SYNTHESIS, CHEMICAL MODIFICATION, OR CHEMICAL

CONVERSION.

(d) NOTWITHSTANDING SUBSECTION (13)(b)(III) OF THIS SECTION, "MESCALINE" DOES NOT INCLUDE PEYOTE, MEANING ALL PARTS OF THE PLANT CLASSIFIED BOTANICALLY AS *LOPHOPHORA WILLIAMSII* LEMAIRE, WHETHER GROWING OR NOT; ITS SEEDS; ANY EXTRACT FROM ANY PART OF THE PLANT, AND EVERY COMPOUND, SALT, DERIVATIVE, MIXTURE, OR PREPARATION OF THE PLANT; OR ITS SEEDS OR EXTRACTS.

(14) "NATURAL MEDICINE BUSINESS" MEANS ANY OF THE FOLLOWING ENTITIES LICENSED PURSUANT TO THIS ARTICLE 50: A NATURAL MEDICINE HEALING CENTER, A NATURAL MEDICINE CULTIVATION FACILITY, A NATURAL MEDICINE PRODUCTS MANUFACTURER, OR A NATURAL MEDICINE TESTING FACILITY, OR ANOTHER LICENSED ENTITY CREATED BY THE STATE LICENSING AUTHORITY.

(15) "NATURAL MEDICINE PRODUCT" MEANS A PRODUCT INFUSED WITH NATURAL MEDICINE THAT IS INTENDED FOR CONSUMPTION.

(16) "NATURAL MEDICINE SERVICES" MEANS A PREPARATION SESSION, ADMINISTRATION SESSION, AND INTEGRATION SESSION PROVIDED PURSUANT TO ARTICLE 170 OF TITLE 12.

(17) "PARTICIPANT" MEANS A PERSON WHO IS TWENTY-ONE YEARS OF AGE OR OLDER AND WHO RECEIVES NATURAL MEDICINE SERVICES PERFORMED BY AND UNDER THE SUPERVISION OF A FACILITATOR.

(18) "PERSON" MEANS A NATURAL PERSON OR AN ENTITY.

(19) "PREPARATION SESSION" MEANS A MEETING BETWEEN A PARTICIPANT AND FACILITATOR THAT OCCURS BEFORE THE START OF AN ADMINISTRATION SESSION. "PREPARATION SESSION" DOES NOT MEAN AN INITIAL CONSULTATION OR AN INQUIRY RESPONSE ABOUT NATURAL MEDICINE SERVICES.

(20) "PRINCIPLE FILE" MEANS A FILE THAT IS ESTABLISHED BY THE STATE LICENSING AUTHORITY AND CONTAINS LICENSING AND BACKGROUND INFORMATION FOR AN APPLICANT SEEKING LICENSES PURSUANT TO THIS ARTICLE 50.

(21) "REGULATED NATURAL MEDICINE" MEANS NATURAL MEDICINE THAT IS CULTIVATED, MANUFACTURED, TESTED, STORED, DISTRIBUTED, TRANSPORTED, TRANSFERRED, OR DISPENSED PURSUANT TO THIS ARTICLE 50.

(22) "REGULATED NATURAL MEDICINE PRODUCT" MEANS NATURAL MEDICINE PRODUCT THAT IS CULTIVATED, MANUFACTURED, TESTED, STORED, DISTRIBUTED, TRANSPORTED, TRANSFERRED, OR DISPENSED PURSUANT TO THIS ARTICLE 50.

(23) "REMUNERATION" MEANS ANYTHING OF VALUE, INCLUDING MONEY, REAL PROPERTY, TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, CONTRACT RIGHT, CHOSE IN ACTION, SERVICE, AND ANY RIGHT OF USE OR EMPLOYMENT OR PROMISE OR AGREEMENT CONNECTED THEREWITH, BUSINESS PROMOTION, OR COMMERCIAL ACTIVITY.

(24) "STATE LICENSING AUTHORITY" MEANS THE AUTHORITY CREATED FOR THE PURPOSE OF REGULATING AND CONTROLLING THE LICENSING OF THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORTATION, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT IN THIS STATE PURSUANT TO SECTION 44-50-201.

(25) "TRANSFER" MEANS TO GRANT, CONVEY, HAND OVER, ASSIGN, SELL, EXCHANGE, DONATE, OR BARTER, IN ANY MANNER AND BY ANY MEANS, WITH OR WITHOUT REMUNERATION.

44-50-104. Applicability. (1) ALL BUSINESSES, FOR THE PURPOSE OF CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT, AS DEFINED IN THIS ARTICLE 50, ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS ARTICLE 50 AND RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

(2) A PERSON APPLYING FOR LICENSURE PURSUANT TO THIS ARTICLE 50 MUST COMPLETE FORMS AS PROVIDED BY THE STATE LICENSING AUTHORITY AND MUST PAY THE APPLICATION FEE AND THE LICENSING FEE, WHICH MUST BE CREDITED TO THE REGULATED NATURAL MEDICINE DIVISION CASH FUND ESTABLISHED PURSUANT TO SECTION 44-50-601. THE STATE LICENSING AUTHORITY SHALL PRIORITIZE REVIEWING APPLICATIONS FROM APPLICANTS WHO HAVE ESTABLISHED RESIDENCY IN COLORADO.

(3) THIS ARTICLE 50 SETS FORTH THE EXCLUSIVE MEANS THAT CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT MAY OCCUR IN THIS STATE.

(4) (a) NOTHING IN THIS ARTICLE 50 IS INTENDED TO REQUIRE AN EMPLOYER TO PERMIT OR ACCOMMODATE THE USE, CONSUMPTION, POSSESSION, CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF OR IMPAIRMENT FROM NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IN THE WORKPLACE OR TO AFFECT THE ABILITY OF EMPLOYERS TO HAVE POLICIES RESTRICTING THE USE OF OR IMPAIRMENT FROM NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT BY EMPLOYEES IN THE WORKPLACE.

(b) NOTHING IN THIS ARTICLE 50 PROHIBITS A PERSON, EMPLOYER, SCHOOL, HOSPITAL, DETENTION FACILITY, CORPORATION, OR ANY OTHER ENTITY THAT OCCUPIES, OWNS, OR CONTROLS A PROPERTY FROM PROHIBITING OR OTHERWISE REGULATING THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT ON OR IN THAT PROPERTY.

(5) (a) A LOCAL JURISDICTION MAY ENACT ORDINANCES OR REGULATIONS GOVERNING THE TIME, PLACE, AND MANNER OF THE OPERATION OF LICENSES ISSUED PURSUANT TO THIS ARTICLE 50 WITHIN ITS BOUNDARIES.

(b) A LOCAL JURISDICTION MAY NOT PROHIBIT THE ESTABLISHMENT OR OPERATION OF LICENSES PURSUANT TO THIS ARTICLE 50 WITHIN ITS BOUNDARIES.

(c) A LOCAL JURISDICTION MAY NOT PROHIBIT THE TRANSPORTATION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT WITHIN ITS BOUNDARIES ON PUBLIC ROADS BY A PERSON LICENSED TO EXERCISE SUCH PRIVILEGES PURSUANT TO THIS ARTICLE 50.

(d) A LOCAL JURISDICTION MAY NOT ADOPT ORDINANCES OR REGULATIONS THAT ARE UNREASONABLE OR CONFLICT WITH THIS ARTICLE 50.

PART 2
STATE LICENSING AUTHORITY

44-50-201. State licensing authority - creation. (1) FOR THE PURPOSE OF REGULATING AND LICENSING THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT BY AND BETWEEN NATURAL MEDICINE LICENSEES IN THIS STATE, THERE IS CREATED THE STATE LICENSING AUTHORITY, WHICH IS THE EXECUTIVE DIRECTOR, OR THE DIRECTOR OF THE NATURAL MEDICINE DIVISION IF DESIGNATED BY THE EXECUTIVE DIRECTOR.

(2) THE EXECUTIVE DIRECTOR IS THE CHIEF ADMINISTRATIVE OFFICER OF THE STATE LICENSING AUTHORITY AND MAY EMPLOY, PURSUANT TO SECTION 13 OF ARTICLE XII OF THE STATE CONSTITUTION, SUCH OFFICERS AND EMPLOYEES AS DETERMINED TO BE NECESSARY. THE OFFICERS AND EMPLOYEES ARE A PART OF THE DEPARTMENT.

(3) THE EXECUTIVE DIRECTOR OF THE STATE LICENSING AUTHORITY OR A STATE LICENSING AUTHORITY EMPLOYEE WITH REGULATORY OVERSIGHT RESPONSIBILITIES FOR THE NATURAL MEDICINE LICENSEES THAT ARE LICENSED BY THE STATE LICENSING AUTHORITY SHALL NOT WORK FOR, REPRESENT, PROVIDE CONSULTING SERVICES TO, OR OTHERWISE DERIVE PECUNIARY GAIN FROM A NATURAL MEDICINE LICENSEE THAT IS LICENSED BY THE STATE LICENSING AUTHORITY OR ANY OTHER BUSINESS ESTABLISHED FOR THE PRIMARY PURPOSE OF PROVIDING SERVICES TO THE NATURAL MEDICINE INDUSTRY FOR A PERIOD OF SIX MONTHS AFTER THE EMPLOYEE'S LAST DAY OF EMPLOYMENT WITH THE STATE LICENSING AUTHORITY.

44-50-202. Powers and duties of state licensing authority - report. (1) THE STATE LICENSING AUTHORITY SHALL:

(a) BEGINNING ON OR BEFORE DECEMBER 31, 2024, GRANT OR REFUSE STATE LICENSES FOR THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT; SUSPEND, FINE, RESTRICT, OR REVOKE SUCH LICENSES, WHETHER ACTIVE, EXPIRED, OR SURRENDERED, UPON A VIOLATION OF THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50; AND IMPOSE ANY PENALTY AUTHORIZED BY THIS ARTICLE 50 OR A RULE PROMULGATED

PURSUANT TO THIS ARTICLE 50. THE STATE LICENSING AUTHORITY MAY TAKE ANY ACTION WITH RESPECT TO A REGISTRATION OR PERMIT PURSUANT TO THIS ARTICLE 50 AS IT MAY WITH RESPECT TO A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED PURSUANT TO THIS ARTICLE 50.

(b) PROMULGATE RULES FOR THE PROPER REGULATION AND CONTROL OF THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT AND FOR THE ENFORCEMENT OF THIS ARTICLE 50 AND PROMULGATE AMENDED RULES AND SUCH SPECIAL RULINGS AND FINDINGS AS NECESSARY;

(c) CONDUCT INVESTIGATIONS AND HEARINGS, GATHER EVIDENCE, AND PURSUE DISCIPLINARY ACTIONS WITH RESPECT TO LICENSES WHEN THE STATE LICENSING AUTHORITY HAS REASONABLE CAUSE TO BELIEVE THAT A PERSON OR ENTITY IS VIOLATING THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50;

(d) (I) PETITION A DISTRICT COURT FOR AN INVESTIGATIVE SUBPOENA APPLICABLE TO A PERSON WHO IS NOT LICENSED PURSUANT TO THIS ARTICLE 50 TO OBTAIN DOCUMENTS OR INFORMATION NECESSARY TO ENFORCE A PROVISION OF THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50 AFTER REASONABLE EFFORTS HAVE BEEN MADE TO OBTAIN REQUESTED DOCUMENTS OR INFORMATION WITHOUT A SUBPOENA;

(II) APPLY TO ANY COURT OF COMPETENT JURISDICTION TO TEMPORARILY RESTRAIN OR PRELIMINARILY OR PERMANENTLY ENJOIN THE ACT IN QUESTION OF A PERSON WHO IS NOT LICENSED PURSUANT TO THIS ARTICLE 50 AND TO ENFORCE COMPLIANCE WITH THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50 WHENEVER IT APPEARS TO THE DIRECTOR OF THE NATURAL MEDICINE DIVISION UPON SUFFICIENT EVIDENCE SATISFACTORY TO THE DIRECTOR OF THE NATURAL MEDICINE DIVISION THAT A PERSON HAS BEEN OR IS COMMITTING AN ACT PROHIBITED BY THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50, AND THE ACT:

(A) THREATENS PUBLIC HEALTH OR SAFETY; OR

(B) CONSTITUTES AN UNLAWFUL ACT FOR WHICH THE PERSON DOES NOT HOLD THE REQUIRED LICENSE PURSUANT TO THIS ARTICLE 50;

(e) HEAR AND DETERMINE AT A PUBLIC HEARING ANY CONTESTED STATE LICENSE DENIAL AND ANY COMPLAINTS AGAINST A LICENSEE, AND ADMINISTER OATHS AND ISSUE SUBPOENAS TO REQUIRE THE PRESENCE OF PERSONS AND THE PRODUCTION OF PAPERS, BOOKS, AND RECORDS NECESSARY TO THE DETERMINATION OF ANY HEARING SO HELD, ALL IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24. THE STATE LICENSING AUTHORITY MAY, IN ITS DISCRETION, DELEGATE TO THE DEPARTMENT'S HEARING OFFICERS THE AUTHORITY TO CONDUCT LICENSING, DISCIPLINARY, AND RULE-MAKING HEARINGS PURSUANT TO SECTION 24-4-105. WHEN CONDUCTING THE HEARINGS, THE HEARING OFFICERS ARE EMPLOYEES OF THE STATE LICENSING AUTHORITY UNDER THE DIRECTION AND SUPERVISION OF THE EXECUTIVE DIRECTOR AND THE STATE LICENSING AUTHORITY.

(f) DEVELOP FORMS, LICENSES, IDENTIFICATION CARDS, AND APPLICATIONS AS NECESSARY OR CONVENIENT IN THE DISCRETION OF THE STATE LICENSING AUTHORITY FOR THE ADMINISTRATION OF THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50;

(g) IN COORDINATION WITH THE DIVISION OF PROFESSIONS AND OCCUPATIONS WITHIN THE DEPARTMENT OF REGULATORY AGENCIES PURSUANT TO SECTION 12-170-105 (1)(j), ANNUALLY PUBLISH A PUBLICLY AVAILABLE REPORT CONCERNING THE IMPLEMENTATION AND ADMINISTRATION OF THIS ARTICLE 50 AND ARTICLE 170 OF TITLE 12. THE REPORT MUST USE RELEVANT DATA, AS DETERMINED BY THE STATE LICENSING AUTHORITY AND THE DIRECTOR, AND MUST NOT DISCLOSE THE IDENTITY OF ANY PARTICIPANT OR INCLUDE ANY INFORMATION THAT COULD DISCLOSE THE IDENTITY OF A PARTICIPANT.

(h) DEVELOP AND PROMOTE ACCURATE PUBLIC EDUCATION CAMPAIGNS RELATED TO THE USE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, INCLUDING PUBLIC SERVICE ANNOUNCEMENTS, EDUCATIONAL MATERIALS, AND APPROPRIATE CRISIS RESPONSE MATERIALS, AND DEVELOP AND PROMOTE TRAINING MATERIALS FOR FIRST RESPONDERS AND MULTI-RESPONDERS, INCLUDING LAW ENFORCEMENT, EMERGENCY MEDICAL PROVIDERS, SOCIAL SERVICES PROVIDERS, AND FIRE FIGHTERS.

(2) NOTHING IN THIS ARTICLE 50 DELEGATES TO THE STATE

LICENSING AUTHORITY THE POWER TO FIX PRICES FOR REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT.

(3) NOTHING IN THIS ARTICLE 50 LIMITS A LAW ENFORCEMENT AGENCY'S ABILITY TO INVESTIGATE UNLAWFUL ACTIVITY IN RELATION TO A NATURAL MEDICINE LICENSEE. A LAW ENFORCEMENT AGENCY HAS THE AUTHORITY TO RUN A COLORADO CRIME INFORMATION CENTER CRIMINAL HISTORY RECORD CHECK OF A LICENSEE OR EMPLOYEE OF A LICENSEE DURING AN INVESTIGATION OF UNLAWFUL ACTIVITY RELATED TO NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT.

(4) THE STATE LICENSING AUTHORITY SHALL COORDINATE WITH THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT CONCERNING THE ESTABLISHMENT OF STANDARDS FOR LICENSING LABORATORIES PURSUANT TO THE REQUIREMENTS OUTLINED IN SECTION 25-1.5-120 FOR REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT.

(5) THE STATE LICENSING AUTHORITY SHALL, WHEN FINANCIALLY FEASIBLE, ESTABLISH PROCEDURES, POLICIES, AND PROGRAMS TO ENSURE THIS ARTICLE 50 AND RULES PROMULGATED PURSUANT TO THIS ARTICLE 50 ARE EQUITABLE AND INCLUSIVE, PROMOTE THE LICENSING, REGISTRATION, AND PERMITTING OF, AND PROVISION OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT TO, PERSONS FROM COMMUNITIES THAT HAVE BEEN DISPROPORTIONATELY HARMED BY HIGH RATES OF ARREST FOR CONTROLLED SUBSTANCES, PERSONS WHO FACE BARRIERS TO HEALTH-CARE ACCESS, PERSONS WHO HAVE TRADITIONAL, TRIBAL, OR INDIGENOUS HISTORY WITH NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, OR TO PERSONS WHO ARE VETERANS. THE STATE LICENSING AUTHORITY MAY CONSULT THE BOARD WHEN CONSIDERING PROCEDURES, POLICIES, AND PROGRAMS PURSUANT TO THIS SUBSECTION (5).

(6) THE STATE LICENSING AUTHORITY HAS AUTHORITY TO COLLECT AVAILABLE AND RELEVANT DATA NECESSARY TO PERFORM FUNCTIONS AND DUTIES NECESSARY TO ADMINISTER THIS ARTICLE 50.

(7) THE STATE LICENSING AUTHORITY, IN COORDINATION WITH OTHER RELEVANT AGENCIES, SHALL REQUEST AVAILABLE AND RELEVANT DATA CONCERNING LAW ENFORCEMENT INCIDENCES, ADVERSE HEALTH EVENTS, IMPACTS TO HEALTH CARE SYSTEMS, CONSUMER PROTECTION

CLAIMS, AND BEHAVIORAL HEALTH IMPACTS RELATED TO NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE BUSINESSES. THE STATE LICENSING AUTHORITY SHALL INCLUDE THE AVAILABLE AND RELEVANT DATA IN THE REPORT REQUIRED PURSUANT TO SUBSECTION (1)(g) OF THIS SECTION.

(8) THE STATE LICENSING AUTHORITY SHALL PERFORM OTHER FUNCTIONS AND DUTIES NECESSARY TO ADMINISTER THIS ARTICLE 50.

44-50-203. State licensing authority - rules - legislative declaration. (1) **Mandatory rule-making.** RULES PROMULGATED PURSUANT TO SECTION 44-50-202 (1)(b) MUST INCLUDE THE FOLLOWING SUBJECTS:

(a) PROCEDURES AND REQUIREMENTS CONSISTENT WITH THIS ARTICLE 50 FOR THE ISSUANCE, DENIAL, RENEWAL, REINSTATEMENT, MODIFICATION, SUSPENSION, AND REVOCATION OF LICENSES;

(b) OVERSIGHT REQUIREMENTS FOR LICENSEES;

(c) A SCHEDULE OF APPLICATION, LICENSING, AND RENEWAL FEES FOR LICENSES;

(d) QUALIFICATIONS AND ELIGIBILITY REQUIREMENTS FOR LICENSURE PURSUANT TO THIS ARTICLE 50, INCLUDING CONTINUING ELIGIBILITY EXPECTATIONS, INCLUDING TIMELY PAYING TAXES OWED TO THE DEPARTMENT OF REVENUE, TIMELY FILING TAX RETURNS, AND TIMELY CURING ANY TAX DEFICIENCIES, AND AUTHORIZATION FOR THE DEPARTMENT OF REVENUE TO HAVE ACCESS TO LICENSING INFORMATION TO ENSURE TAX PAYMENT FOR THE EFFECTIVE ADMINISTRATION OF THIS ARTICLE 50;

(e) PERMISSIBLE AND PROHIBITED FINANCIAL INTERESTS IN A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50 OR A LICENSE ISSUED PURSUANT TO ARTICLE 170 OF TITLE 12; EXCEPT THAT A PERSON MAY NOT HAVE A FINANCIAL INTEREST IN MORE THAN FIVE NATURAL MEDICINE BUSINESS LICENSES;

(f) (I) ESTABLISHMENT OF A NATURAL MEDICINE INDEPENDENT TESTING AND CERTIFICATION PROGRAM FOR LICENSEES WITHIN AN IMPLEMENTATION TIME FRAME ESTABLISHED BY THE DIVISION, REQUIRING

LICENSEES TO TEST REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT TO ENSURE, AT A MINIMUM, THAT REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT TRANSFERRED FOR HUMAN CONSUMPTION BY PERSONS LICENSED PURSUANT TO THIS ARTICLE 50 DO NOT CONTAIN CONTAMINANTS THAT ARE INJURIOUS TO HEALTH AND TO ENSURE CORRECT LABELING, AS WELL AS:

(A) CERTIFICATION REQUIREMENTS FOR LABORATORIES THAT TEST REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT, AND REQUIREMENTS THAT THE TEST RESULTS PRODUCED BY A LABORATORY MUST NOT BE USED UNLESS THE LABORATORY IS CERTIFIED;

(B) TESTING PROCEDURES AND FREQUENCY OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT BY LICENSEES;

(C) WHETHER TO ALLOW FOR ANY NATURAL PERSON TO REQUEST AND UTILIZE TESTING SERVICES OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT IF THE NATURAL PERSON IS TWENTY-ONE YEARS OF AGE OR OLDER;

(D) DEFINITIONS, PERMISSIONS, AND PROHIBITIONS CONCERNING CONFLICTS OF INTEREST RELATED TO, AND ECONOMIC INTERESTS FOR, PERSONS WHO OWN OR ARE ASSOCIATED WITH A NATURAL MEDICINE TESTING LICENSE AND OTHER LICENSES; AND

(E) PROCEDURES AND REQUIREMENTS NECESSARY TO FACILITATE THE COORDINATION OF DUTIES WITH RESPECT TO THE NATURAL MEDICINE TESTING AND CERTIFICATION PROGRAM WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

(II) THE STATE LICENSING AUTHORITY SHALL PROMULGATE RULES PURSUANT TO THIS SUBSECTION (1)(f) IN COORDINATION WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO ENSURE CONSISTENCY BETWEEN RULES.

(g) THE REGULATION OF A LICENSED PREMISES, INCLUDING RULES THAT ALLOW A NATURAL MEDICINE HEALING CENTER LICENSEE'S LICENSED PREMISES TO BE CO-LOCATED WITH ANOTHER NATURAL MEDICINE HEALING CENTER LICENSEE'S LICENSED PREMISES OR A HEALTH-CARE FACILITY;

(h) REQUIREMENTS FOR THE TRANSPORTATION OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT, INCLUDING:

(I) SECURITY REQUIREMENTS;

(II) TRANSPORTATION VEHICLE REQUIREMENTS, INCLUDING REQUIREMENTS FOR SURVEILLANCE;

(III) LIMITS ON THE AMOUNT OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT THAT MAY BE CARRIED IN A TRANSPORTATION VEHICLE;

(IV) RECORD-KEEPING REQUIREMENTS; AND

(V) TRANSPORTATION MANIFEST REQUIREMENTS;

(i) LIMITS ON THE AMOUNT OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT THAT IS ALLOWED FOR PRODUCTION BY A NATURAL MEDICINE CULTIVATION FACILITY LICENSE OR NATURAL MEDICINE PRODUCT MANUFACTURER LICENSE BASED ON A METRIC OR SET OF METRICS. WHEN CONSIDERING ANY LIMITATIONS, THE STATE LICENSING AUTHORITY SHALL CONSIDER THE TOTAL CURRENT AND ANTICIPATED DEMAND FOR REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT IN COLORADO AND ATTEMPT TO MINIMIZE THE MARKET FOR UNLAWFUL NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT.

(j) RECORDS TO BE KEPT BY LICENSEES AND THE REQUIRED AVAILABILITY OF THE RECORDS FOR INSPECTION BY THE STATE LICENSING AUTHORITY;

(k) REQUIREMENTS TO PREVENT THE TRANSFER OR DIVERSION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT TO PERSONS UNDER TWENTY-ONE YEARS OF AGE;

(l) PERMITTED AND PROHIBITED TRANSFERS OF REGULATED NATURAL MEDICINE AND REGULATED NATURAL MEDICINE PRODUCT BETWEEN LICENSEES;

(m) STANDARDS FOR ADVERTISING AND MARKETING A LICENSEE'S SERVICES, INCLUDING: AVOIDING THE MISAPPROPRIATION AND EXPLOITATION OF THE FEDERALLY RECOGNIZED AMERICAN TRIBES, AS DEFINED IN SECTION 12-170-104 (7), AND INDIGENOUS PEOPLE, COMMUNITIES, CULTURES, AND RELIGIONS; AVOIDING THE EXCESSIVE COMMERCIALIZATION OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES; PROHIBITING ADVERTISING AND MARKETING OF NATURAL MEDICINE, NATURAL MEDICINE PRODUCT, AND NATURAL MEDICINE SERVICES DIRECTED TO INDIVIDUALS WHO ARE UNDER TWENTY-ONE YEARS OF AGE; AND OTHER PARAMETERS DETERMINED NECESSARY BY THE STATE LICENSING AUTHORITY.

(n) THE STANDARDS FOR QUALIFICATION AS A LICENSEE, INCLUDING ENVIRONMENTAL, SOCIAL, AND GOVERNANCE CRITERIA DIRECTED TO THE FINDINGS AND DECLARATIONS SET FORTH IN SECTION 12-170-102.

(2) **Permissive rule-making.** RULES PROMULGATED PURSUANT TO SECTION 44-50-202 (1)(b) MAY INCLUDE, BUT NEED NOT BE LIMITED TO, THE FOLLOWING SUBJECTS:

(a) ESTABLISHMENT OF LICENSES, AND THE PRIVILEGES AND RESTRICTIONS PURSUANT TO SUCH LICENSES, DETERMINED NECESSARY BY THE STATE LICENSING AUTHORITY TO IMPLEMENT OR ADMINISTER THIS ARTICLE 50;

(b) ESTABLISHMENT OF A PRINCIPLE FILE PROCESS AND REQUIREMENTS FOR AN APPLICANT SEEKING TO EXERCISE THE PRIVILEGES OF A LICENSE TYPE IN MULTIPLE LOCATIONS OR SEEKING TO EXERCISE THE PRIVILEGES OF MULTIPLE LICENSE TYPES;

(c) REQUIREMENTS FOR ISSUANCE OF CO-LOCATION PERMITS TO A LICENSEE AUTHORIZING CO-LOCATION WITH ANOTHER LICENSED PREMISES;

(d) REQUIREMENTS AND RESTRICTIONS ON DIFFERENT TYPES OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT;

(e) PACKAGING AND LABELING REQUIREMENTS FOR REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT, INCLUDING:

(I) WARNING LABELS;

(II) INDIVIDUAL SERVING AND PER-PACKAGE SERVING AMOUNTS;
AND

(III) CONCENTRATION OF THE REGULATED NATURAL MEDICINE OR
REGULATED NATURAL MEDICINE PRODUCT;

(f) SECURITY REQUIREMENTS FOR LICENSED PREMISES, INCLUDING
LIGHTING, PHYSICAL SECURITY, VIDEO, AND ALARM REQUIREMENTS, AND
OTHER MINIMUM PROCEDURES FOR INTERNAL CONTROL AS DEEMED
NECESSARY BY THE STATE LICENSING AUTHORITY TO PROPERLY ADMINISTER
AND ENFORCE THE PROVISIONS OF THIS ARTICLE 50, INCLUDING REPORTING
REQUIREMENTS FOR CHANGES, ALTERATIONS, MODIFICATIONS TO THE
PREMISES, OR ACTIVITIES OR INCIDENTS ON THE PREMISES;

(g) HEALTH AND SAFETY REGULATIONS AND STANDARDS;

(h) SANITARY REQUIREMENTS;

(i) WASTE, DISPOSAL, AND DESTRUCTION REQUIREMENTS OF
REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE
PRODUCT, INCLUDING RECORD-KEEPING REQUIREMENTS;

(j) STORAGE AND TRANSPORTATION OF REGULATED NATURAL
MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT;

(k) REQUIREMENTS OF LICENSEES TO TRACK AND MANAGE
INVENTORY;

(l) COMPLIANCE WITH, ENFORCEMENT OF, OR VIOLATION OF ANY
PROVISION OF THIS ARTICLE 50, ARTICLE 18 OF TITLE 18, OR ANY RULE
PROMULGATED PURSUANT TO THIS ARTICLE 50, INCLUDING PROCEDURES AND
GROUNDS FOR DENYING, SUSPENDING, FINING, MODIFYING, RESTRICTING, OR
REVOKING A STATE LICENSE ISSUED PURSUANT TO THIS ARTICLE 50 OR ANY
RULE PROMULGATED PURSUANT TO THIS ARTICLE 50;

(m) ESTABLISHING A SCHEDULE OF PENALTIES FOR ALLEGED
VIOLATIONS OF STATUTES AND RULES;

(n) SPECIFICATIONS OF DUTIES OF OFFICERS AND EMPLOYEES OF THE STATE LICENSING AUTHORITY;

(o) GUIDANCE FOR LAW ENFORCEMENT OFFICERS;

(p) REQUIREMENTS FOR INSPECTIONS, INVESTIGATIONS, SEARCHES, SEIZURES, FORFEITURES, EMBARGO, QUARANTINE, RECALLS, AND SUCH ADDITIONAL ACTIVITIES AS MAY BECOME NECESSARY;

(q) PROHIBITION OF MISREPRESENTATION AND UNFAIR PRACTICES;
AND

(r) SUCH OTHER MATTERS AS ARE NECESSARY FOR THE FAIR, IMPARTIAL, STRINGENT, AND COMPREHENSIVE ADMINISTRATION OF THIS ARTICLE 50.

(3) THE STATE LICENSING AUTHORITY SHALL CONSULT THE BOARD WHEN CONSIDERING AND PROMULGATING RULES PURSUANT TO THIS SECTION.

(4)(a) THE STATE LICENSING AUTHORITY MAY, BY RULE, ESTABLISH PROCEDURES FOR THE CONDITIONAL ISSUANCE OF AN EMPLOYEE LICENSE IDENTIFICATION CARD AT THE TIME OF APPLICATION.

(b)(I) THE STATE LICENSING AUTHORITY SHALL BASE ITS ISSUANCE OF AN EMPLOYEE LICENSE IDENTIFICATION CARD PURSUANT TO THIS SUBSECTION (4) ON THE RESULTS OF AN INITIAL INVESTIGATION THAT DEMONSTRATES THE APPLICANT IS QUALIFIED TO HOLD A LICENSE. THE EMPLOYEE LICENSE APPLICATION FOR WHICH AN EMPLOYEE LICENSE IDENTIFICATION CARD WAS ISSUED PURSUANT TO THIS SUBSECTION (4) REMAINS SUBJECT TO DENIAL PENDING THE COMPLETE RESULTS OF THE APPLICANT'S INITIAL FINGERPRINT-BASED CRIMINAL HISTORY RECORD CHECK.

(II) RESULTS OF A FINGERPRINT-BASED CRIMINAL HISTORY RECORD CHECK THAT DEMONSTRATE THAT AN APPLICANT POSSESSING AN EMPLOYEE LICENSE IDENTIFICATION CARD PURSUANT TO THIS SUBSECTION (4) IS NOT QUALIFIED TO HOLD A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50 ARE GROUNDS FOR DENIAL OF THE EMPLOYEE LICENSE APPLICATION. IF THE EMPLOYEE LICENSE APPLICATION IS DENIED, THE APPLICANT SHALL RETURN

THE EMPLOYEE LICENSE IDENTIFICATION CARD TO THE STATE LICENSING AUTHORITY WITHIN A TIME PERIOD THAT THE STATE LICENSING AUTHORITY ESTABLISHES BY RULE.

(III) THE STATE LICENSING AUTHORITY SHALL REQUIRE THE APPLICANT TO HAVE THE APPLICANT'S FINGERPRINTS TAKEN BY A LOCAL LAW ENFORCEMENT AGENCY OR A THIRD PARTY APPROVED BY THE COLORADO BUREAU OF INVESTIGATION. IF AN APPROVED THIRD PARTY TAKES THE APPLICANT'S FINGERPRINTS, THE FINGERPRINTS MAY BE ELECTRONICALLY CAPTURED USING THE COLORADO BUREAU OF INVESTIGATION'S APPROVED LIFESCAN EQUIPMENT. A THIRD PARTY SHALL NOT KEEP THE APPLICANT INFORMATION FOR MORE THAN THIRTY DAYS UNLESS REQUESTED BY THE APPLICANT. THE STATE LICENSING AUTHORITY SHALL SEND THE APPLICANT'S FINGERPRINTS TO THE COLORADO BUREAU OF INVESTIGATION FOR THE PURPOSE OF FINGERPRINT PROCESSING BY UTILIZING THE FILES AND RECORDS OF THE COLORADO BUREAU OF INVESTIGATION AND THE FEDERAL BUREAU OF INVESTIGATION.

44-50-204. Confidentiality. (1) THE STATE LICENSING AUTHORITY SHALL MAINTAIN THE CONFIDENTIALITY OF:

(a) REPORTS OR OTHER INFORMATION OBTAINED FROM A LICENSEE OR A LICENSE APPLICANT CONTAINING ANY INDIVIDUALIZED DATA, INFORMATION, OR RECORDS RELATED TO THE APPLICANT; LICENSEE; LICENSEE'S OPERATION, INCLUDING SALES INFORMATION, LEASES, BUSINESS ORGANIZATION RECORDS, FINANCIAL RECORDS, TAX RETURNS, CREDIT REPORTS, CULTIVATION INFORMATION, TESTING RESULTS, AND SECURITY INFORMATION AND PLANS; ANY PARTICIPANT INFORMATION; OR ANY OTHER RECORDS THAT ARE EXEMPT FROM PUBLIC INSPECTION PURSUANT TO STATE LAW. SUCH REPORTS OR OTHER INFORMATION MAY BE USED ONLY FOR A PURPOSE AUTHORIZED BY THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50 FOR INVESTIGATION OR ENFORCEMENT OF ANY INTERNATIONAL, FEDERAL, STATE, OR LOCAL SECURITIES LAW OR REGULATION, OR FOR ANY OTHER STATE OR LOCAL LAW ENFORCEMENT PURPOSE. ANY INFORMATION RELEASED RELATED TO A PARTICIPANT MAY BE USED ONLY FOR A PURPOSE AUTHORIZED BY THIS ARTICLE 50, AS A PART OF AN ACTIVE INVESTIGATION, AS A PART OF A PROCEEDING AUTHORIZED BY THIS ARTICLE 50, OR FOR ANY STATE OR LOCAL LAW ENFORCEMENT PURPOSE INVOLVING EVIDENCE OF SALES TRANSACTIONS IN VIOLATION OF THIS ARTICLE 50 OR EVIDENCE OF CRIMINAL ACTIVITY. THE INFORMATION OR

RECORDS RELATED TO A PARTICIPANT CONSTITUTE MEDICAL DATA AS DESCRIBED BY SECTION 24-72-204 (3)(a)(I), AND THE INFORMATION OR RECORDS MAY ONLY BE DISCLOSED TO THOSE PERSONS DIRECTLY INVOLVED WITH AN ACTIVE INVESTIGATION OR PROCEEDING.

(b) INVESTIGATIVE RECORDS AND DOCUMENTS RELATED TO ONGOING INVESTIGATIONS. THOSE RECORDS AND DOCUMENTS MAY BE USED ONLY FOR A PURPOSE AUTHORIZED BY THIS ARTICLE 50 OR RULES PROMULGATED BY THIS ARTICLE 50, OR FOR ANY OTHER STATE OR LOCAL LAW ENFORCEMENT PURPOSE.

(c) COMPUTER SYSTEMS MAINTAINED BY THE STATE LICENSING AUTHORITY AND THE VENDORS WITH WHICH THE STATE LICENSING AUTHORITY HAS CONTRACTED.

(2) THE STATE LICENSING AUTHORITY SHALL MAKE AVAILABLE FOR PUBLIC INSPECTION:

(a) DOCUMENTS RELATED TO FINAL AGENCY ACTIONS AND ORDERS;

(b) RECORDS RELATED TO TESTING ON AN AGGREGATED AND DE-IDENTIFIED BASIS;

(c) DEMOGRAPHIC INFORMATION RELATED TO APPLICANTS AND LICENSEES AVAILABLE ON AN AGGREGATED AND DE-IDENTIFIED BASIS; AND

(d) ENFORCEMENT FORMS AND COMPLIANCE CHECKLISTS.

PART 3 LICENSE TYPES

44-50-301. Classes of licenses. (1) FOR THE PURPOSE OF REGULATING THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSPORT, TRANSFER, AND DISPENSATION OF REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT, THE STATE LICENSING AUTHORITY IN ITS DISCRETION, UPON APPLICATION IN THE PRESCRIBED FORM, MAY ISSUE AND GRANT TO THE APPLICANT A LICENSE FROM ANY OF THE CLASSES LISTED IN SUBSECTION (2) OF THIS SECTION, SUBJECT TO THE PROVISIONS AND RESTRICTIONS PROVIDED BY THIS ARTICLE 50 OR A RULE PROMULGATED PURSUANT TO THIS ARTICLE 50.

(2)(a) THE FOLLOWING ARE NATURAL MEDICINE BUSINESS LICENSES:

(I) NATURAL MEDICINE HEALING CENTER LICENSE;

(II) NATURAL MEDICINE CULTIVATION FACILITY LICENSE;

(III) NATURAL MEDICINE PRODUCT MANUFACTURER LICENSE;

(IV) NATURAL MEDICINE TESTING FACILITY LICENSE; AND

(V) ANY NATURAL MEDICINE BUSINESS LICENSE DETERMINED NECESSARY BY THE STATE LICENSING AUTHORITY.

(b) THE FOLLOWING ARE NATURAL MEDICINE LICENSES OR REGISTRATIONS: OCCUPATIONAL LICENSES AND REGISTRATIONS FOR OWNERS, MANAGERS, OPERATORS, EMPLOYEES, CONTRACTORS, AND OTHER SUPPORT STAFF EMPLOYED BY, WORKING IN, OR HAVING ACCESS TO RESTRICTED AREAS OF THE LICENSED PREMISES, AS DETERMINED BY THE STATE LICENSING AUTHORITY. THE STATE LICENSING AUTHORITY MAY TAKE ANY ACTION WITH RESPECT TO A REGISTRATION OR PERMIT PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50 AS IT MAY, WITH RESPECT TO A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50 IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

(3) A STATE CHARTERED BANK OR A CREDIT UNION MAY LOAN MONEY TO ANY PERSON LICENSED PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50 FOR THE OPERATION OF A LICENSED NATURAL MEDICINE BUSINESS.

(4) A PERSON MAY NOT OPERATE A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50 AT THE SAME LOCATION AS A LICENSE OR PERMIT ISSUED PURSUANT TO ARTICLE 3, 4, 5, OR 10 OF THIS TITLE 44.

44-50-302. Restrictions for applications for new licenses. (1) THE STATE LICENSING AUTHORITY SHALL NOT RECEIVE OR ACT UPON AN APPLICATION FOR THE ISSUANCE OF A NATURAL MEDICINE BUSINESS LICENSE PURSUANT TO THIS ARTICLE 50:

(a) IF THE APPLICATION FOR A LICENSE CONCERNS A PARTICULAR LOCATION THAT IS THE SAME AS OR WITHIN ONE THOUSAND FEET OF A LOCATION FOR WHICH, WITHIN THE TWO YEARS IMMEDIATELY PRECEDING THE DATE OF THE APPLICATION, THE STATE LICENSING AUTHORITY DENIED AN APPLICATION FOR THE SAME CLASS OF LICENSE DUE TO THE NATURE OF THE USE OR OTHER CONCERN RELATED TO THE LOCATION;

(b) UNTIL IT IS ESTABLISHED THAT THE APPLICANT IS, OR WILL BE, ENTITLED TO POSSESSION OF THE PREMISES FOR WHICH APPLICATION IS MADE UNDER A LEASE, RENTAL AGREEMENT, OR OTHER ARRANGEMENT FOR POSSESSION OF THE PREMISES OR BY VIRTUE OF OWNERSHIP OF THE PREMISES;

(c) FOR A LOCATION IN AN AREA WHERE THE CULTIVATION, MANUFACTURING, TESTING, STORAGE, DISTRIBUTION, TRANSFER, AND DISPENSATION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT AS CONTEMPLATED IS NOT PERMITTED UNDER THE APPLICABLE ZONING LAWS OF THE LOCAL JURISDICTION;

(d) (I) IF THE BUILDING WHERE NATURAL MEDICINE SERVICES ARE PROVIDED IS WITHIN ONE THOUSAND FEET OF A CHILD CARE CENTER; PRESCHOOL; ELEMENTARY, MIDDLE, JUNIOR, OR HIGH SCHOOL; OR A RESIDENTIAL CHILD CARE FACILITY. THE PROVISIONS OF THIS SECTION DO NOT AFFECT THE RENEWAL OR REISSUANCE OF A LICENSE ONCE GRANTED OR APPLY TO LICENSED PREMISES LOCATED OR TO BE LOCATED ON LAND OWNED BY A MUNICIPALITY, NOR DO THE PROVISIONS OF THIS SECTION APPLY TO AN EXISTING LICENSED PREMISES ON LAND OWNED BY THE STATE OR APPLY TO A LICENSE IN EFFECT AND ACTIVELY DOING BUSINESS BEFORE THE SCHOOL OR FACILITY WAS CONSTRUCTED. THE GOVERNING BODY OF A MUNICIPALITY, BY ORDINANCE; AND THE GOVERNING BODY OF A COUNTY, BY RESOLUTION, MAY VARY THE DISTANCE RESTRICTIONS IMPOSED BY THIS SUBSECTION (1)(d)(I) FOR A LICENSE OR MAY ELIMINATE ONE OR MORE TYPES OF SCHOOLS OR FACILITIES FROM THE APPLICATION OF A DISTANCE RESTRICTION ESTABLISHED BY OR PURSUANT TO THIS SUBSECTION (1)(d)(I).

(II) THE DISTANCES REFERRED TO IN THIS SUBSECTION (1)(d) MUST BE COMPUTED BY DIRECT MEASUREMENT FROM THE NEAREST PROPERTY LINE OF THE LAND USED FOR A SCHOOL OR FACILITY TO THE NEAREST PORTION OF THE BUILDING IN WHICH NATURAL MEDICINE SERVICES ARE PROVIDED, USING A ROUTE OF DIRECT PEDESTRIAN ACCESS.

(III) THE STATE LICENSING AUTHORITY SHALL CONSIDER THE EVIDENCE AND MAKE A SPECIFIC FINDING OF FACT AS TO WHETHER THE BUILDING IN WHICH THE NATURAL MEDICINE BUSINESS IS LOCATED IS WITHIN ANY DISTANCE RESTRICTIONS ESTABLISHED BY OR PURSUANT TO THIS SUBSECTION (1)(d).

(2) THE STATE LICENSING AUTHORITY SHALL NOT APPROVE AN APPLICATION FOR THE ISSUANCE OF A NATURAL MEDICINE BUSINESS LICENSE PURSUANT TO THIS ARTICLE 50 UNTIL THE STATE LICENSING AUTHORITY ESTABLISHES THAT THE APPLICANT IS, OR WILL BE, ENTITLED TO POSSESSION OF THE PREMISES FOR WHICH APPLICATION IS MADE UNDER A LEASE, RENTAL AGREEMENT, OR OTHER ARRANGEMENT FOR POSSESSION OF THE PREMISES OR BY VIRTUE OF OWNERSHIP OF THE PREMISES.

PART 4 NATURAL MEDICINE LICENSE TYPES

44-50-401. Natural medicine healing center license - rules. (1) A NATURAL MEDICINE HEALING CENTER LICENSE MAY BE ISSUED ONLY TO A PERSON THAT EMPLOYS OR CONTRACTS WITH A FACILITATOR WHO PROVIDES NATURAL MEDICINE SERVICES PURSUANT TO THE TERMS AND CONDITIONS OF ARTICLE 170 OF TITLE 12.

(2) A NATURAL MEDICINE HEALING CENTER LICENSEE MAY TRANSFER REGULATED NATURAL MEDICINE OR REGULATED NATURAL MEDICINE PRODUCT TO ANOTHER NATURAL MEDICINE HEALING CENTER LICENSEE PURSUANT TO RULES PROMULGATED BY THE STATE LICENSING AUTHORITY.

(3) PRIOR TO INITIATING NATURAL MEDICINE SERVICES, THE FACILITATOR OF THE NATURAL MEDICINE HEALING CENTER LICENSEE SHALL VERIFY THAT THE PARTICIPANT IS TWENTY-ONE YEARS OF AGE OR OLDER.

(4) A NATURAL MEDICINE HEALING CENTER LICENSEE SHALL COMPLY WITH ALL PROVISIONS OF ARTICLE 34 OF TITLE 24, AS THE PROVISIONS RELATE TO PERSONS WITH DISABILITIES.

(5) (a) EXCEPT AS PROVIDED IN SUBSECTION (5)(b) OF THIS SECTION, A NATURAL MEDICINE HEALING CENTER LICENSEE SHALL NOT TRANSFER, INDIVIDUALLY OR IN ANY COMBINATION, MORE THAN AN AMOUNT PROMULGATED BY RULE OF NATURAL MEDICINE AND NATURAL MEDICINE

PRODUCT TO A PARTICIPANT IN A SINGLE ADMINISTRATION SESSION.

(b) THE STATE LICENSING AUTHORITY MAY PROMULGATE RULES TO ESTABLISH CERTAIN EXEMPTIONS TO THE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT LIMITATION AND MAY ESTABLISH RECORD-KEEPING REQUIREMENTS FOR NATURAL MEDICINE HEALING CENTER LICENSEES PURSUANT TO ANY EXEMPTION TO THE ADMINISTRATION LIMITATION.

44-50-402. Natural medicine cultivation facility license. (1) A NATURAL MEDICINE CULTIVATION FACILITY LICENSE MAY BE ISSUED ONLY TO A PERSON WHO CULTIVATES REGULATED NATURAL MEDICINE FOR TRANSFER AND DISTRIBUTION TO NATURAL MEDICINE HEALING CENTER LICENSEES, NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEES, OR OTHER NATURAL MEDICINE CULTIVATION FACILITY LICENSEES.

(2) NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT MUST NOT BE CONSUMED ON THE NATURAL MEDICINE CULTIVATION FACILITY LICENSEE'S LICENSED PREMISES, UNLESS THE LICENSED PREMISES IS CO-LOCATED WITH A NATURAL MEDICINE HEALING CENTER LICENSEE'S LICENSED PREMISES.

44-50-403. Natural medicine product manufacturer license. (1) (a) A NATURAL MEDICINE PRODUCT MANUFACTURER LICENSE MAY BE ISSUED TO A PERSON WHO MANUFACTURES REGULATED NATURAL MEDICINE PRODUCT PURSUANT TO THE TERMS AND CONDITIONS OF THIS ARTICLE 50 AND RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

(b) A NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEE MAY CULTIVATE ITS OWN REGULATED NATURAL MEDICINE PURSUANT TO A NATURAL MEDICINE CULTIVATION FACILITY LICENSEE.

(c) A NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEE SHALL NOT:

(I) ADD ANY REGULATED NATURAL MEDICINE TO A FOOD PRODUCT IF THE MANUFACTURER OF THE FOOD PRODUCT HOLDS A TRADEMARK TO THE FOOD PRODUCT'S NAME; EXCEPT THAT A NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEE MAY USE A TRADEMARKED FOOD PRODUCT IF THE MANUFACTURER USES THE PRODUCT AS A COMPONENT OR AS PART OF A RECIPE AND IF THE NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEE

DOES NOT STATE OR ADVERTISE TO THE CONSUMER THAT THE FINAL NATURAL MEDICINE PRODUCT CONTAINS A TRADEMARKED FOOD PRODUCT;

(II) INTENTIONALLY OR KNOWINGLY LABEL OR PACKAGE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IN A MANNER THAT WOULD CAUSE A REASONABLE CONSUMER CONFUSION AS TO WHETHER THE NATURAL MEDICINE PRODUCT WAS A TRADEMARKED FOOD PRODUCT; OR

(III) LABEL OR PACKAGE A PRODUCT IN A MANNER THAT VIOLATES ANY FEDERAL TRADEMARK LAW OR REGULATION.

(2) NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT MUST NOT BE CONSUMED ON A NATURAL MEDICINE PRODUCT MANUFACTURER LICENSEE'S LICENSED PREMISES, UNLESS THE LICENSED PREMISES IS CO-LOCATED WITH A NATURAL MEDICINE HEALING CENTER LICENSEE'S LICENSED PREMISES.

44-50-404. Natural medicine testing facility license - rules.

(1) (a) A NATURAL MEDICINE TESTING FACILITY LICENSE MAY BE ISSUED TO A PERSON WHO PERFORMS TESTING AND RESEARCH ON NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT.

(b) THE TESTING OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT, AND THE ASSOCIATED STANDARDS, IS A MATTER OF STATEWIDE CONCERN.

(2) THE STATE LICENSING AUTHORITY SHALL PROMULGATE RULES RELATED TO ACCEPTABLE TESTING AND RESEARCH PRACTICES, INCLUDING BUT NOT LIMITED TO TESTING, STANDARDS, QUALITY CONTROL ANALYSIS, EQUIPMENT CERTIFICATION AND CALIBRATION, IDENTIFICATION OF CHEMICALS AND OTHER SUBSTANCES USED IN BONA FIDE RESEARCH METHODS, AND WHETHER TO ALLOW A NATURAL PERSON TO REQUEST AND UTILIZE TESTING SERVICES OF NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT IF THE NATURAL PERSON IS TWENTY-ONE YEARS OF AGE OR OLDER.

(3) A PERSON WHO HAS AN INTEREST IN A NATURAL MEDICINE TESTING FACILITY LICENSE SHALL NOT HAVE ANY INTEREST IN A LICENSED NATURAL MEDICINE HEALING CENTER, A LICENSED NATURAL MEDICINE CULTIVATION FACILITY, A LICENSED NATURAL MEDICINE PRODUCT MANUFACTURER, OR A NATURAL MEDICINE LICENSE ISSUED BY THE STATE

LICENSING AUTHORITY PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50.

PART 5 UNLAWFUL ACTS

44-50-501. Unlawful acts. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 50, IT IS UNLAWFUL FOR A LICENSEE TO:

(a) KNOWINGLY TRANSFER NATURAL MEDICINE OR A NATURAL MEDICINE PRODUCT TO A PERSON UNDER TWENTY-ONE YEARS OF AGE; OR

(b) KNOWINGLY ADULTERATE OR ALTER, OR ATTEMPT TO ADULTERATE OR ALTER, ANY SAMPLE OF REGULATED NATURAL MEDICINE OR A NATURAL MEDICINE PRODUCT FOR THE PURPOSE OF CIRCUMVENTING TESTING REQUIREMENTS.

PART 6 FEES

44-50-601. Regulated natural medicine cash fund - created - rules. (1) (a) ALL MONEY COLLECTED BY THE STATE LICENSING AUTHORITY PURSUANT TO THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50 MUST BE TRANSMITTED TO THE STATE TREASURER, WHO SHALL CREDIT THE SAME TO THE REGULATED NATURAL MEDICINE DIVISION CASH FUND, WHICH IS HEREBY CREATED. THE REGULATED NATURAL MEDICINE DIVISION CASH FUND, REFERRED TO IN THIS SECTION AS THE "FUND", CONSISTS OF:

(I) THE MONEY COLLECTED BY THE STATE LICENSING AUTHORITY;
AND

(II) ANY ADDITIONAL GENERAL FUND MONEY APPROPRIATED TO THE FUND THAT IS NECESSARY FOR THE OPERATION OF THE STATE LICENSING AUTHORITY.

(b) MONEY IN THE FUND IS SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY TO THE DEPARTMENT FOR THE DIRECT AND INDIRECT COSTS ASSOCIATED WITH IMPLEMENTING THIS ARTICLE 50.

(c) ANY MONEY IN THE FUND NOT EXPENDED FOR THE PURPOSES OF THIS SECTION MAY BE INVESTED BY THE STATE TREASURER AS PROVIDED BY LAW. ALL INTEREST AND INCOME DERIVED FROM THE INVESTMENT AND DEPOSIT OF MONEY IN THE FUND SHALL BE CREDITED TO THE FUND. ANY UNEXPENDED AND UNENCUMBERED MONEY REMAINING IN THE FUND AT THE END OF A FISCAL YEAR REMAINS IN THE FUND AND SHALL NOT BE CREDITED OR TRANSFERRED TO THE GENERAL FUND OR ANOTHER FUND.

(2) THE EXECUTIVE DIRECTOR BY RULE OR AS OTHERWISE PROVIDED BY LAW MAY REDUCE THE AMOUNT OF ONE OR MORE OF THE FEES IF NECESSARY PURSUANT TO SECTION 24-75-402 (3) TO REDUCE THE UNCOMMITTED RESERVES OF THE FUND TO WHICH ALL OR ANY PORTION OF ONE OR MORE OF THE FEES IS CREDITED. AFTER THE UNCOMMITTED RESERVES OF THE FUND ARE SUFFICIENTLY REDUCED, THE EXECUTIVE DIRECTOR BY RULE OR AS OTHERWISE PROVIDED BY LAW MAY INCREASE THE AMOUNT OF ONE OR MORE OF THE FEES AS PROVIDED IN SECTION 24-75-402 (4).

(3)(a) THE STATE LICENSING AUTHORITY SHALL ESTABLISH FEES FOR PROCESSING THE APPLICATIONS OR LICENSES PURSUANT TO SECTION 44-50-301.

(b) THE AMOUNTS OF SUCH FEES, WHEN ADDED TO THE OTHER FEES TRANSFERRED TO THE FUND PURSUANT TO THIS SECTION, MUST REFLECT THE ACTUAL DIRECT AND INDIRECT COSTS OF THE STATE LICENSING AUTHORITY IN THE ADMINISTRATION AND ENFORCEMENT OF THIS ARTICLE 50 SO THAT THE FEES AVOID EXCEEDING THE STATUTORY LIMIT ON UNCOMMITTED RESERVES IN ADMINISTRATIVE AGENCY CASH FUNDS AS SET FORTH IN SECTION 24-75-402 (3).

(c) THE STATE LICENSING AUTHORITY MAY CHARGE APPLICANTS LICENSED PURSUANT TO THIS ARTICLE 50 A FEE FOR THE COST OF EACH FINGERPRINT ANALYSIS AND BACKGROUND INVESTIGATION UNDERTAKEN TO QUALIFY NEW OFFICERS, DIRECTORS, MANAGERS, OR EMPLOYEES.

(d) AT LEAST ANNUALLY, THE STATE LICENSING AUTHORITY SHALL REVIEW THE AMOUNTS OF THE FEES AND, IF NECESSARY, ADJUST THE AMOUNTS TO REFLECT THE DIRECT AND INDIRECT COSTS OF THE STATE LICENSING AUTHORITY.

(e) THE FEES ESTABLISHED AND COLLECTED PURSUANT TO THIS SECTION MUST NOT EXCEED THE AMOUNT NECESSARY TO ADMINISTER THIS ARTICLE 50.

(4) EXCEPT AS PROVIDED IN SUBSECTION (5) OF THIS SECTION, THE STATE LICENSING AUTHORITY SHALL ESTABLISH A BASIC FEE THAT SHALL BE PAID AT THE TIME OF SERVICE OF ANY SUBPOENA UPON THE STATE LICENSING AUTHORITY, PLUS A FEE FOR MEALS AND A FEE FOR MILEAGE AT THE RATE PRESCRIBED FOR STATE OFFICERS AND EMPLOYEES IN SECTION 24-9-104 FOR EACH MILE ACTUALLY AND NECESSARILY TRAVELED IN GOING TO AND RETURNING FROM THE PLACE NAMED IN THE SUBPOENA. IF THE PERSON NAMED IN THE SUBPOENA IS REQUIRED TO ATTEND THE PLACE NAMED IN THE SUBPOENA FOR MORE THAN ONE DAY, THERE SHALL BE PAID, IN ADVANCE, A SUM TO BE ESTABLISHED BY THE STATE LICENSING AUTHORITY FOR EACH DAY OF ATTENDANCE TO COVER THE EXPENSES OF THE PERSON NAMED IN THE SUBPOENA.

(5) THE SUBPOENA FEE ESTABLISHED PURSUANT TO SUBSECTION (4) OF THIS SECTION DOES NOT APPLY TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.

44-50-602. Fees - allocation. (1) EXCEPT AS OTHERWISE PROVIDED, ALL FEES AND FINES PROVIDED FOR BY THIS ARTICLE 50 SHALL BE PAID TO THE STATE LICENSING AUTHORITY, WHICH SHALL TRANSMIT THE FEES TO THE STATE TREASURER. THE STATE TREASURER SHALL CREDIT THE FEES TO THE REGULATED NATURAL MEDICINE DIVISION CASH FUND CREATED IN SECTION 44-50-601.

(2) THE EXPENDITURES OF THE STATE LICENSING AUTHORITY ARE PAID OUT OF APPROPRIATIONS FROM THE REGULATED NATURAL MEDICINE DIVISION CASH FUND CREATED IN SECTION 44-50-601.

PART 7 DISCIPLINARY ACTIONS

44-50-701. Suspension - revocation - fines. (1) IN ADDITION TO ANY OTHER SANCTIONS PRESCRIBED BY THIS ARTICLE 50 OR RULES PROMULGATED PURSUANT TO THIS ARTICLE 50, THE STATE LICENSING AUTHORITY HAS THE POWER, ON ITS OWN MOTION OR ON COMPLAINT, AFTER INVESTIGATION AND OPPORTUNITY FOR A PUBLIC HEARING AT WHICH THE

LICENSEE MUST BE AFFORDED AN OPPORTUNITY TO BE HEARD, TO FINE A LICENSEE OR TO SUSPEND OR REVOKE A LICENSE ISSUED BY THE AUTHORITY FOR A VIOLATION BY THE LICENSEE OR BY ANY OF THE AGENTS OR EMPLOYEES OF THE LICENSEE OF THE PROVISIONS OF THIS ARTICLE 50, OR ANY OF THE RULES PROMULGATED PURSUANT TO THIS ARTICLE 50, OR OF ANY OF THE TERMS, CONDITIONS, OR PROVISIONS OF THE LICENSE ISSUED BY THE STATE LICENSING AUTHORITY. THE STATE LICENSING AUTHORITY HAS THE POWER TO ADMINISTER OATHS AND ISSUE SUBPOENAS TO REQUIRE THE PRESENCE OF PERSONS AND THE PRODUCTION OF PAPERS, BOOKS, AND RECORDS NECESSARY TO THE DETERMINATION OF A HEARING THAT THE STATE LICENSING AUTHORITY IS AUTHORIZED TO CONDUCT.

(2) THE STATE LICENSING AUTHORITY SHALL PROVIDE NOTICE OF SUSPENSION, REVOCATION, FINE, OR OTHER SANCTION, AS WELL AS THE REQUIRED NOTICE OF THE HEARING PURSUANT TO SUBSECTION (1) OF THIS SECTION, BY MAILING THE SAME IN WRITING TO THE LICENSEE AT THE ADDRESS CONTAINED IN THE LICENSE AND, IF DIFFERENT, AT THE LAST ADDRESS FURNISHED TO THE AUTHORITY BY THE LICENSEE. EXCEPT IN THE CASE OF A SUMMARY SUSPENSION, A SUSPENSION MAY NOT EXCEED SIX MONTHS. IF A LICENSE IS SUSPENDED OR REVOKED, A PART OF THE FEES PAID FOR THE LICENSE ARE NOT RETURNED TO THE LICENSEE. ANY LICENSE, REGISTRATION, OR PERMIT MAY BE SUMMARILY SUSPENDED BY THE STATE LICENSING AUTHORITY WITHOUT NOTICE PENDING ANY PROSECUTION, INVESTIGATION, OR PUBLIC HEARING PURSUANT TO THE TERMS OF SECTION 24-4-104 (4). NOTHING IN THIS SECTION PREVENTS THE SUMMARY SUSPENSION OF A LICENSE PURSUANT TO SECTION 24-4-104 (4).

PART 8 JUDICIAL REVIEW

44-50-801. Judicial review. DECISIONS BY THE STATE LICENSING AUTHORITY ARE SUBJECT TO JUDICIAL REVIEW PURSUANT TO SECTION 24-4-106.

PART 9 PROTECTIONS, CONSTRUCTION, PREEMPTION, AND SEVERABILITY

44-50-901. Protections. (1) SUBJECT TO THE LIMITATIONS IN THIS ARTICLE 50 AND ARTICLE 170 OF TITLE 12, BUT NOTWITHSTANDING ANY

OTHER PROVISION OF LAW:

(a) ACTIONS AND CONDUCT PERMITTED PURSUANT TO A LICENSE, REGISTRATION, OR PERMIT ISSUED BY THE STATE LICENSING AUTHORITY PURSUANT TO THIS ARTICLE 50, OR BY THOSE WHO ALLOW PROPERTY TO BE USED PURSUANT TO A LICENSE ISSUED PURSUANT TO THIS ARTICLE 50, ARE LAWFUL AND ARE NOT AN OFFENSE UNDER STATE LAW OR THE LAWS OF ANY LOCAL JURISDICTION WITHIN THE STATE; ARE NOT SUBJECT TO A CIVIL FINE, PENALTY, OR SANCTION; ARE NOT A BASIS FOR DETENTION, SEARCH, OR ARREST; ARE NOT A BASIS TO DENY ANY RIGHT OR PRIVILEGE; AND ARE NOT A BASIS TO SEIZE OR FORFEIT ASSETS UNDER STATE LAW OR THE LAWS OF ANY LOCAL JURISDICTION WITHIN THIS STATE;

(b) A CONTRACT IS NOT UNENFORCEABLE ON THE BASIS THAT NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AS ALLOWED PURSUANT TO THIS ARTICLE 50, IS PROHIBITED BY FEDERAL LAW;

(c) A LICENSEE, REGISTRANT, OR PERMITTEE PURSUANT TO THIS ARTICLE 50 IS NOT SUBJECT TO DISCIPLINE OR LOSS OF A PROFESSIONAL LICENSE OR CERTIFICATION FOR PROVIDING ADVICE OR SERVICES ARISING OUT OF OR RELATED TO NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, APPLICATIONS FOR LICENSES ON THE BASIS THAT NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IS PROHIBITED BY FEDERAL LAW, OR FOR PERSONAL USE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT AS ALLOWED PURSUANT TO THIS ARTICLE 50. THIS SUBSECTION (1)(c) DOES NOT PERMIT A LICENSEE, REGISTRANT, OR PERMITTEE TO ENGAGE IN MALPRACTICE.

(d) MENTAL HEALTH CARE, SUBSTANCE USE DISORDER INTERVENTION, OR BEHAVIORAL HEALTH SERVICES OTHERWISE COVERED UNDER THE "COLORADO MEDICAL ASSISTANCE ACT", ARTICLES 4 TO 6 OF TITLE 25.5, MUST NOT BE DENIED ON THE BASIS THAT THEY ARE COVERED IN CONJUNCTION WITH NATURAL MEDICINE SERVICES, OR THAT NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IS PROHIBITED BY FEDERAL LAW. INSURANCE OR AN INSURANCE PROVIDER IS NOT REQUIRED TO COVER THE COST OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT.

(e) NOTHING IN THIS SECTION MAY BE CONSTRUED OR INTERPRETED TO PREVENT THE DIRECTOR OF THE NATURAL MEDICINE DIVISION FROM ENFORCING ITS RULES AGAINST A LICENSEE OR TO LIMIT A STATE OR LOCAL

LAW ENFORCEMENT AGENCY'S ABILITY TO INVESTIGATE UNLAWFUL ACTIVITY IN RELATION TO A LICENSEE.

44-50-902. Liberal construction. THIS ARTICLE 50 MUST BE LIBERALLY CONSTRUED TO EFFECTUATE ITS PURPOSE.

44-50-903. Preemption. A LOCAL JURISDICTION SHALL NOT ADOPT, ENACT, OR ENFORCE ANY ORDINANCE, RULE, OR RESOLUTION THAT ARE OTHERWISE IN CONFLICT WITH THE PROVISIONS OF THIS ARTICLE 50.

44-50-904. Severability. IF ANY PROVISION OF THIS ARTICLE 50 IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL, THE REMAINING PROVISIONS OF THIS ARTICLE 50 ARE VALID, UNLESS IT APPEARS TO THE COURT THAT THE VALID PROVISIONS OF THE STATUTE ARE SO ESSENTIALLY AND INSEPARABLY CONNECTED WITH, AND SO DEPENDENT UPON, THE VOID PROVISION THAT IT CANNOT BE PRESUMED THAT THE GENERAL ASSEMBLY WOULD HAVE ENACTED THE VALID PROVISIONS WITHOUT THE VOID ONE; OR UNLESS THE COURT DETERMINES THAT THE VALID PROVISIONS, STANDING ALONE, ARE INCOMPLETE AND ARE INCAPABLE OF BEING EXECUTED IN ACCORDANCE WITH THE LEGISLATIVE INTENT.

PART 10 SUNSET REVIEW - ARTICLE REPEAL

44-50-1001. Sunset review - repeal of article. (1) THIS ARTICLE 50 IS REPEALED, EFFECTIVE SEPTEMBER 1, 2032.

(2) PRIOR TO THE REPEAL OF THIS ARTICLE 50, THE DEPARTMENT OF REGULATORY AGENCIES SHALL CONDUCT A SUNSET REVIEW AS DESCRIBED IN SECTION 24-34-104 (5).

SECTION 22. In Colorado Revised Statutes, 16-13-303, **amend** (9) as follows:

16-13-303. Class 1 public nuisance. (9) ~~A person acting in compliance with the "Natural Medicine Health Act of 2022", article 170 of title 12 does not violate this section~~ IT IS NOT A VIOLATION OF THIS SECTION IF A PERSON IS ACTING IN COMPLIANCE WITH SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44.

SECTION 23. In Colorado Revised Statutes, 16-13-304, **amend** (2) as follows:

16-13-304. Class 2 public nuisance. (2) ~~A person acting in compliance with the "Natural Medicine Health Act of 2022", article 170 of title 12 does not violate this section~~ IT IS NOT A VIOLATION OF THIS SECTION IF A PERSON IS ACTING IN COMPLIANCE WITH SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44.

SECTION 24. In Colorado Revised Statutes, 18-18-403.5, **amend** (1) as follows:

18-18-403.5. Unlawful possession of a controlled substance - notice to revisor of statutes - repeal. (1) Except as authorized by part 1 or 3 of article 280 of title 12, part 2 of article 80 of title 27, section 18-1-711, section 18-18-428 (1)(b), part 2 or 3 of this article 18, ~~or the "Natural Medicine Health Act of 2022", article 170 of title 12~~ SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, it is unlawful for a person knowingly to possess a controlled substance.

SECTION 25. In Colorado Revised Statutes, 18-18-404, **amend** (1)(a) as follows:

18-18-404. Unlawful use of a controlled substance. (1)(a) Except as is otherwise provided for offenses concerning marijuana and marijuana concentrate in sections 18-18-406 and 18-18-406.5, ~~or by the "Natural Medicine Health Act of 2022", article 170 of title 12~~ OR FOR NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IN SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, any person who uses any controlled substance, except when it is dispensed by or under the direction of a person licensed or authorized by law to prescribe, administer, or dispense the controlled substance for bona fide medical needs, commits a level 2 drug misdemeanor.

SECTION 26. In Colorado Revised Statutes, 18-18-405, **amend** (1)(a) as follows:

18-18-405. Unlawful distribution, manufacturing, dispensing, or sale. (1) (a) Except as authorized by part 1 of article 280 of title 12, part 2 of article 80 of title 27, part 2 or 3 of this article 18, ~~or by the "Natural~~

~~Medicine Health Act of 2022", article 170 of title 12~~ SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, it is unlawful for any person knowingly to manufacture, dispense, sell, or distribute, or to possess with intent to manufacture, dispense, sell, or distribute, a controlled substance; or induce, attempt to induce, or conspire with one or more other persons, to manufacture, dispense, sell, distribute, or possess with intent to manufacture, dispense, sell, or distribute, a controlled substance; or possess one or more chemicals or supplies or equipment with intent to manufacture a controlled substance.

SECTION 27. In Colorado Revised Statutes, **amend** 18-18-410 as follows:

18-18-410. Declaration of class 1 public nuisance. Except as permitted by the ~~"Natural Medicine Health Act of 2022", article 170 of title 12~~ AUTHORIZED BY SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, any store, shop, warehouse, dwelling house, building, vehicle, boat, or aircraft or any place whatsoever ~~which~~ THAT is frequented by controlled substance addicts for the unlawful use of controlled substances or which is used for the unlawful storage, manufacture, sale, or distribution of controlled substances is declared to be a class 1 public nuisance and subject to the provisions of section 16-13-303. ~~C.R.S.~~ Any real or personal property ~~which~~ THAT is seized or confiscated as a result of an action to abate a public nuisance shall be disposed of pursuant to part 7 of article 13 of title 16. ~~C.R.S.~~

SECTION 28. In Colorado Revised Statutes, 18-18-411, **repeal** (5); and **add** (3.5) as follows:

18-18-411. Keeping, maintaining, controlling, renting, or making available property for unlawful distribution or manufacture of controlled substances. (3.5) IT IS NOT A VIOLATION OF THIS SECTION IF A PERSON IS ACTING IN COMPLIANCE WITH SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44.

(5) ~~A person acting in compliance with the "Natural Medicine Health Act of 2022", article 170 of title 12 does not violate this section.~~

SECTION 29. In Colorado Revised Statutes, 18-18-412.7, **repeal** (3); and **add** (1.5) as follows:

18-18-412.7. Sale or distribution of materials to manufacture controlled substances. (1.5) IT IS NOT A VIOLATION OF THIS SECTION IF A PERSON IS ACTING IN COMPLIANCE WITH SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44.

(3) ~~A person acting in compliance with the "Natural Medicine Health Act of 2022", article 170 of title 12 does not violate this section.~~

SECTION 30. In Colorado Revised Statutes, 18-18-430.5, **amend** (1)(c) as follows:

18-18-430.5. Drug paraphernalia - exemption. (1) A person is exempt from sections 18-18-425 to 18-18-430 if the person is:

(c) Using equipment, products, or materials in compliance with ~~the "Natural Medicine Health Act of 2022", article 170 of title 12~~ SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44. The manufacture, possession, and distribution of such equipment, products, or materials ~~shall be~~ IS authorized within the meaning of 21 U.S.C. 863 sec. (f).

SECTION 31. In Colorado Revised Statutes, **add** 18-18-434 as follows:

18-18-434. Offenses relating to natural medicine and natural medicine product - definitions. (1) A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE WHO KNOWINGLY POSSESSES OR CONSUMES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT COMMITS A DRUG PETTY OFFENSE AND, UPON CONVICTION THEREOF, IS SUBJECT TO A FINE OF NOT MORE THAN ONE HUNDRED DOLLARS OR NOT MORE THAN FOUR HOURS OF SUBSTANCE USE EDUCATION OR COUNSELING; EXCEPT THAT A SECOND OR SUBSEQUENT CONVICTION FOR A VIOLATION OF THIS SUBSECTION (1) IS SUBJECT TO A FINE OF NOT MORE THAN ONE HUNDRED DOLLARS, NOT MORE THAN FOUR HOURS OF SUBSTANCE USE EDUCATION OR COUNSELING, AND NOT MORE THAN TWENTY-FOUR HOURS OF USEFUL PUBLIC SERVICE.

(2) A PERSON WHO OPENLY AND PUBLICLY DISPLAYS OR CONSUMES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT COMMITS A DRUG PETTY OFFENSE AND, UPON CONVICTION THEREOF, IS SUBJECT TO A FINE OF NOT MORE THAN ONE HUNDRED DOLLARS AND NOT MORE THAN

TWENTY-FOUR HOURS OF USEFUL PUBLIC SERVICE.

(3)(a) A PERSON WHO KNOWINGLY CULTIVATES NATURAL MEDICINE THAT CUMULATIVELY EXCEEDS AN AREA OF MORE THAN TWELVE FEET WIDE BY TWELVE FEET LONG IN ONE OR MORE CULTIVATION AREAS ON THE PRIVATE PROPERTY, OR KNOWINGLY ALLOWS SUCH CULTIVATION ON PRIVATE PROPERTY THAT THE PERSON OWNS, OCCUPIES, OR CONTROLS, COMMITS A DRUG PETTY OFFENSE, AND UPON CONVICTION THEREOF, IS SUBJECT TO A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS.

(b) (I) EXCEPT AS PROVIDED IN SUBSECTION (3)(b)(II) OF THIS SECTION, A PERSON WHO KNOWINGLY CULTIVATES NATURAL MEDICINE ON THE PRIVATE PROPERTY OUTSIDE OF AN ENCLOSED AND LOCKED SPACE, OR KNOWINGLY ALLOWS SUCH CULTIVATION ON THE PRIVATE PROPERTY OUTSIDE OF AN ENCLOSED AND LOCKED SPACE, THAT THE PERSON OWNS, OCCUPIES, OR CONTROLS, COMMITS A DRUG PETTY OFFENSE, AND UPON CONVICTION THEREOF, IS SUBJECT TO A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS.

(II) IT IS NOT A VIOLATION OF THIS SUBSECTION (3)(b) IF THE PERSON WHO IS CULTIVATING NATURAL MEDICINE IS TWENTY-ONE YEARS OF AGE OR OLDER, IF THE CULTIVATION AREA IS LOCATED IN A DWELLING ON THE PRIVATE PROPERTY, AND:

(A) IF A PERSON UNDER TWENTY-ONE YEARS OF AGE LIVES AT THE DWELLING, THE CULTIVATION AREA ITSELF IS ENCLOSED AND LOCKED; OR

(B) IF NO PERSON UNDER TWENTY-ONE YEARS OF AGE LIVES AT THE DWELLING, THE EXTERNAL LOCKS ON THE DWELLING CONSTITUTE AN ENCLOSED AND LOCKED SPACE, BUT IF A PERSON UNDER TWENTY-ONE YEARS OF AGE ENTERS THE DWELLING, THE PERSON CULTIVATING THE NATURAL MEDICINE SHALL ENSURE THAT ACCESS TO THE CULTIVATION AREA IS REASONABLY RESTRICTED FOR THE DURATION OF THE PERSON UNDER TWENTY-ONE YEARS OF AGE'S PRESENCE IN THE PRIVATE PROPERTY.

(c) IT IS NOT A VIOLATION OF SUBSECTION (3)(a) OF THIS SECTION IF A COUNTY, MUNICIPALITY, OR CITY AND COUNTY LAW EXPRESSLY PERMITS THE CULTIVATION OF NATURAL MEDICINE THAT CUMULATIVELY EXCEEDS AN AREA OF MORE THAN TWELVE FEET WIDE BY TWELVE FEET LONG IN ONE OR MORE CULTIVATION AREAS ON THE PRIVATE PROPERTY AND THE PERSON

CULTIVATES THE NATURAL MEDICINE IN AN ENCLOSED AND LOCKED SPACE WITHIN THE LIMIT SET BY THE COUNTY, MUNICIPALITY, OR CITY AND COUNTY WHERE THE NATURAL MEDICINE IS LOCATED.

(4) (a) IT IS UNLAWFUL FOR A PERSON WHO IS NOT LICENSED PURSUANT TO ARTICLE 50 OF TITLE 44 TO KNOWINGLY MANUFACTURE NATURAL MEDICINE PRODUCT USING AN INHERENTLY HAZARDOUS SUBSTANCE.

(b) IT IS UNLAWFUL FOR A PERSON WHO IS NOT LICENSED PURSUANT TO ARTICLE 50 OF TITLE 44 WHO OWNS, MANAGES, OPERATES, OR OTHERWISE CONTROLS THE USE OF A PROPERTY TO KNOWINGLY ALLOW NATURAL MEDICINE PRODUCT TO BE MANUFACTURED ON THE PREMISES USING AN INHERENTLY HAZARDOUS SUBSTANCE.

(c) A PERSON WHO VIOLATES THIS SUBSECTION (4) COMMITS A LEVEL 2 DRUG FELONY.

(5) (a) UNLESS EXPRESSLY LIMITED BY THIS SECTION, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, A PERSON WHO FOR THE PURPOSE OF PERSONAL USE AND WITHOUT REMUNERATION, POSSESSES, CONSUMES, SHARES, CULTIVATES, OR MANUFACTURES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, DOES NOT VIOLATE STATE LAW, OR COUNTY, MUNICIPALITY, OR CITY AND COUNTY ORDINANCE, RULE, OR RESOLUTION.

(b) UNLESS EXPRESSLY LIMITED BY THIS SECTION, A PERSON WHO PERFORMS TESTING ON NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AND POSSESSES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IN CONJUNCTION THEREWITH, FOR ANOTHER PERSON WHO IS TWENTY-ONE YEARS OF AGE OR OLDER WHO SUBMITS FOR TESTING NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT INTENDED FOR PERSONAL USE, DOES NOT VIOLATE STATE LAW, OR COUNTY, MUNICIPALITY, OR CITY AND COUNTY ORDINANCE, RULE, OR RESOLUTION, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, IF:

(I) THE PERSON PERFORMING THE TESTING PROVIDES WRITTEN NOTICE TO THE PERSON SUBMITTING FOR TESTING NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT INTENDED FOR PERSONAL USE, THAT THE PERSON IS NOT LICENSED BY THE STATE TO CONDUCT TESTING; AND

(II) THE PERSON WHO SUBMITS FOR TESTING NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT PROVIDES A SIGNED STATEMENT THAT THE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IS INTENDED FOR PERSONAL USE ONLY.

(c) NOTHING IN THIS SECTION PERMITS A PERSON TO:

(I) DISPENSE, SELL, DISTRIBUTE, OR POSSESS WITH INTENT TO DISPENSE, SELL, OR DISTRIBUTE, NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT TO A PERSON UNDER TWENTY-ONE YEARS OF AGE;

(II) DISPENSE, SELL, DISTRIBUTE, OR POSSESS WITH INTENT TO DISPENSE, SELL, OR DISTRIBUTE, NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT FOR REMUNERATION, EXCEPT AS PROVIDED BY ARTICLE 170 OF TITLE 12 AND ARTICLE 50 OF TITLE 44;

(III) MANUFACTURE, CULTIVATE, POSSESS, CONSUME, USE, DISPENSE, OR DISTRIBUTE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, OR POSSESS WITH INTENT TO MANUFACTURE, CULTIVATE, POSSESS, CONSUME, USE, DISPENSE, OR DISTRIBUTE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT FOR A PURPOSE OTHER THAN PERSONAL USE OR AS PROVIDED BY ARTICLE 170 OF TITLE 12 AND ARTICLE 50 OF TITLE 44;

(IV) DISPENSE, DISTRIBUTE, OR POSSESS WITH INTENT TO DISPENSE OR DISTRIBUTE, NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT AS A PART OF A BUSINESS PROMOTION OR COMMERCIAL ACTIVITY, EXCEPT AS PROVIDED BY ARTICLE 170 OF TITLE 12 AND ARTICLE 50 OF TITLE 44; OR

(V) DISPENSE, SELL, OR DISTRIBUTE, OR POSSESS WITH INTENT TO DISPENSE, SELL, OR DISTRIBUTE, IBOGAININE OR NATURAL MEDICINE PRODUCT THAT CONTAINS IBOGAININE TO ANOTHER PERSON, EXCEPT AS PROVIDED BY ARTICLE 170 OF TITLE 12 AND ARTICLE 50 OF TITLE 44.

(d) A PEACE OFFICER SHALL NOT ARREST A PERSON, AND A DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE A PERSON FOR A CRIMINAL OFFENSE INVOLVING NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT PURSUANT TO THIS PART 4, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION.

(e) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE

CONTRARY, A PEACE OFFICER MAY ARREST A PERSON, OR A DISTRICT ATTORNEY MAY CHARGE OR PROSECUTE A PERSON FOR A CRIMINAL OFFENSE THAT IS NOT EXPRESSLY LAWFUL PURSUANT TO THIS SECTION OR ARTICLE 170 OF TITLE 12 AND ARTICLE 50 OF TITLE 44.

(6) NOTWITHSTANDING ANY LAW TO THE CONTRARY, AN ACTION THAT IS LAWFUL PURSUANT TO THIS SECTION, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, INDIVIDUALLY OR IN COMBINATION WITH ANOTHER ACTION THAT IS LAWFUL PURSUANT TO THIS SECTION, MUST NOT BE THE SOLE REASON TO:

- (a) SUBJECT A PERSON TO A CIVIL FINE, PENALTY, OR SANCTION;
- (b) DENY A PERSON A RIGHT OR PRIVILEGE; OR
- (c) SEIZE OR FORFEIT ASSETS.

(7)(a) EXCEPT AS PROVIDED IN SUBSECTION (7)(b) OF THIS SECTION, AN ACTION THAT IS LAWFUL PURSUANT TO THIS SECTION, INDIVIDUALLY OR IN COMBINATION WITH ANOTHER ACTION THAT IS LAWFUL PURSUANT TO THIS SECTION, MUST NOT SOLELY BE USED AS A FACTOR IN A PROBABLE CAUSE DETERMINATION OF ANY CRIMINAL OFFENSE.

(b) AN ACTION THAT IS LAWFUL PURSUANT TO THIS SECTION MAY BE USED AS A FACTOR IN A PROBABLE CAUSE DETERMINATION OF ANY CRIMINAL OFFENSE IF THE ORIGINAL STOP OR SEARCH WAS LAWFUL AND OTHER FACTORS ARE PRESENT TO SUPPORT A PROBABLE CAUSE DETERMINATION OF ANY CRIMINAL OFFENSE.

(8) THE FACT THAT A PERSON IS ENTITLED TO CONSUME NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT UNDER THE LAWS OF THIS STATE DOES NOT CONSTITUTE A DEFENSE AGAINST ANY CHARGE FOR VIOLATION OF AN OFFENSE RELATED TO THE OPERATION OF A VEHICLE, AIRCRAFT, BOAT, MACHINERY, OR OTHER DEVICE.

(9) A COUNTY, MUNICIPALITY, OR CITY AND COUNTY SHALL NOT ADOPT, ENACT, OR ENFORCE ANY ORDINANCE, RULE, OR RESOLUTION IMPOSING ANY GREATER CRIMINAL OR CIVIL PENALTY THAN PROVIDED BY THIS SECTION OR THAT IS OTHERWISE IN CONFLICT WITH THIS SECTION.

(10) NOTHING IN THIS SECTION PROHIBITS A PERSON OR ANY ENTITY WHO OCCUPIES, OWNS, OR CONTROLS A PROPERTY FROM PROHIBITING OR OTHERWISE REGULATING THE CULTIVATION OR MANUFACTURE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT ON OR IN THAT PROPERTY.

(11) NOTWITHSTANDING ANY OTHER LAW TO THE CONTRARY, THE OFFENSES PROVIDED FOR IN THIS SECTION DO NOT APPLY TO A PERSON POSSESSING, DISPLAYING, CULTIVATING, PURCHASING, OR SELLING A LIVING PLANT FOR ORNAMENTAL PURPOSES ONLY THAT WAS COMMONLY AND LAWFULLY SOLD PRIOR TO THE EFFECTIVE DATE OF THIS SECTION. FOR PURPOSES OF THIS SECTION, A "LIVING PLANT" DOES NOT INCLUDE MUSHROOMS OR OTHER FUNGAL MATTER.

(12) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "INHERENTLY HAZARDOUS SUBSTANCE" MEANS ANY LIQUID CHEMICAL, COMPRESSED GAS, OR COMMERCIAL PRODUCT THAT HAS A FLASH POINT AT OR LOWER THAN THIRTY-EIGHT DEGREES CELSIUS OR ONE HUNDRED DEGREES FAHRENHEIT, INCLUDING BUTANE, PROPANE, AND DIETHYL ETHER, AND EXCLUDING ALL FORMS OF ALCOHOL AND ETHANOL.

(b) (I) "NATURAL MEDICINE" MEANS THE FOLLOWING SUBSTANCES:

(A) DIMETHYLTRYPTAMINE;

(B) Mescaline;

(C) IBOGAINE;

(D) PSILOCYBIN; OR

(E) PSILOCYN.

(II) "NATURAL MEDICINE" DOES NOT MEAN A SYNTHETIC OR SYNTHETIC ANALOG OF THE SUBSTANCES LISTED IN THIS SUBSECTION (12)(b), INCLUDING A DERIVATIVE OF A NATURALLY OCCURRING COMPOUND OF NATURAL MEDICINE THAT IS PRODUCED USING CHEMICAL SYNTHESIS, CHEMICAL MODIFICATION, OR CHEMICAL CONVERSION.

(III) NOTWITHSTANDING SUBSECTION (12)(b)(I) OF THIS SECTION, "Mescaline" does not include peyote, meaning all parts of the plant classified botanically as *Lophophora williamsii* Lemaire, whether growing or not; its seeds; any extract from any part of the plant, and every compound, salt, derivative, mixture, or preparation of the plant; or its seeds or extracts.

(c) "Natural medicine product" means a product infused with natural medicine that is intended for consumption.

(d) "Personal use" means the consumption or use of natural medicine or natural medicine product; or the amount of natural medicine or natural medicine product a person may lawfully possess, cultivate, or manufacture that is necessary to share with another person who is twenty-one years of age or older within the context of counseling, spiritual guidance, beneficial community-based use and healing, supported use, or related services. "Personal use" does not mean the sale of natural medicine or natural medicine product for remuneration; the possession, cultivation, or manufacture of natural medicine or natural medicine product with intent to sell the natural medicine or natural medicine product for remuneration; or the possession, cultivation, manufacture, or distribution of natural medicine or natural medicine product for business or commercial purposes, except as provided by Article 170 of Title 12 and Article 50 of Title 44. Nothing in this section precludes remuneration for bona fide harm reduction services or bona fide support services used concurrently with the sharing of natural medicine or natural medicine product, provided that there is no advertisement related to the sharing of natural medicine, natural medicine product, or the services provided, and provided that the individual providing the services informs an individual engaging in the services that the individual is not a licensed facilitator pursuant to Article 170 of Title 12.

(e) "Private property" means a dwelling, its curtilage, and a structure within the curtilage that is being used by a natural person or natural persons for habitation and that is not open to the public.

(f) "REMUNERATION" MEANS ANYTHING OF VALUE, INCLUDING MONEY, REAL PROPERTY, TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, CONTRACT RIGHT, CHOSE IN ACTION, SERVICE, ANY RIGHT OF USE OR EMPLOYMENT OR PROMISE OR AGREEMENT CONNECTED THEREWITH, BUSINESS PROMOTION, OR COMMERCIAL ACTIVITY.

SECTION 32. In Colorado Revised Statutes, **add** 10-16-162 as follows:

10-16-162. Prohibition on discrimination for coverage based solely on natural medicine consumption - definitions. (1) A CARRIER THAT OFFERS, ISSUES, OR RENEWS A HEALTH BENEFIT PLAN SHALL NOT, SOLELY ON THE BASIS OF A PERSON'S CONSUMPTION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT:

(a) DECLINE OR LIMIT COVERAGE OF A PERSON; OR

(b) PENALIZE A COVERED PERSON OR REDUCE OR LIMIT COVERAGE FOR A PERSON.

(2) A CARRIER THAT OFFERS, ISSUES, OR RENEWS A HEALTH BENEFIT PLAN THAT PROVIDES COVERAGE FOR ANATOMICAL GIFTS, ORGAN TRANSPLANTS, OR RELATED TREATMENTS OR SERVICES SHALL NOT, SOLELY ON THE BASIS OF A COVERED PERSON'S CONSUMPTION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT:

(a) DENY COVERAGE TO A COVERED PERSON FOR AN ORGAN TRANSPLANT OR RELATED TREATMENT OR SERVICES;

(b) DECLINE OR LIMIT COVERAGE OF A COVERED PERSON SOLELY FOR THE PURPOSE OF AVOIDING THE REQUIREMENTS OF THIS SECTION; OR

(c) PENALIZE A COVERED PERSON OR REDUCE OR LIMIT COVERAGE FOR A COVERED PERSON FOR HEALTH-CARE SERVICES RELATED TO ORGAN TRANSPLANTATION, AS DETERMINED IN CONSULTATION WITH THE ATTENDING PHYSICIAN AND THE COVERED PERSON OR THE COVERED PERSON'S REPRESENTATIVE.

(3) THIS SECTION DOES NOT REQUIRE A HEALTH BENEFIT PLAN TO PROVIDE COVERAGE FOR THE DONATION OF AN ANATOMICAL GIFT, AN ORGAN

TRANSPLANT, OR RELATED TREATMENT OR SERVICES.

(4) FOR THE PURPOSES OF THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ANATOMICAL GIFT" MEANS THE DONATION OF PART OF A HUMAN BODY FOR THE PURPOSE OF TRANSPLANTATION TO ANOTHER PERSON.

(b) (I) "NATURAL MEDICINE" MEANS THE FOLLOWING SUBSTANCES:

(A) DIMETHYLTRYPTAMINE;

(B) Mescaline;

(C) IBOGAINE;

(D) PSILOCYBIN; OR

(E) PSILOCYN.

(II) "NATURAL MEDICINE" DOES NOT MEAN A SYNTHETIC OR SYNTHETIC ANALOG OF THE SUBSTANCES LISTED IN THIS SUBSECTION (4)(b), INCLUDING A DERIVATIVE OF A NATURALLY OCCURRING COMPOUND OF NATURAL MEDICINE THAT IS PRODUCED USING CHEMICAL SYNTHESIS, CHEMICAL MODIFICATION, OR CHEMICAL CONVERSION.

(c) "NATURAL MEDICINE PRODUCT" MEANS A PRODUCT INFUSED WITH NATURAL MEDICINE THAT IS INTENDED FOR CONSUMPTION.

SECTION 33. In Colorado Revised Statutes, 17-2-102, **add** (8.5)(d) as follows:

17-2-102. Division of adult parole - general powers, duties, and functions - definition. (8.5)(d) THIS SUBSECTION (8.5) DOES NOT APPLY TO A PAROLEE WHO POSSESSES OR USES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT AS AUTHORIZED PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44.

SECTION 34. In Colorado Revised Statutes, 17-2-201, **add** (5.3) as follows:

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17-2-201. State board of parole - duties - definitions.
(5.3) NOTWITHSTANDING ANY LAW TO THE CONTRARY, THE POSSESSION OR USE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AS AUTHORIZED PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, MUST NOT BE CONSIDERED AN OFFENSE SUCH THAT ITS POSSESSION OR USE CONSTITUTES A VIOLATION OF CONDITIONS OF PAROLE.

SECTION 35. In Colorado Revised Statutes, 18-1.3-204, **amend** (2)(a)(VIII) introductory portion; and **add** (1)(c) as follows:

18-1.3-204. Conditions of probation - interstate compact probation transfer cash fund - creation. (1) (c) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (1)(a) OF THIS SECTION, THE POSSESSION OR USE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AS AUTHORIZED PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, MUST NOT BE CONSIDERED ANOTHER OFFENSE SUCH THAT ITS USE CONSTITUTES A VIOLATION OF THE TERMS OF PROBATION.

(2) (a) When granting probation, the court may, as a condition of probation, require that the defendant:

(VIII) Refrain from excessive use of alcohol or any unlawful use of controlled substances, as defined in section 18-18-102 (5), or of any other dangerous or abusable drug without a prescription; except that the court shall not, as a condition of probation, PROHIBIT THE POSSESSION OR USE OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT, AS AUTHORIZED PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44. FURTHERMORE, THE COURT SHALL NOT, AS A CONDITION OF PROBATION, prohibit the possession or use of medical marijuana, as authorized pursuant to section 14 of article XVIII of the state constitution, unless:

SECTION 36. In Colorado Revised Statutes, 19-2.5-103, **amend** (1)(a)(I) and (5) as follows:

19-2.5-103. Jurisdiction. (1) Except as otherwise provided by law, the juvenile court has exclusive original jurisdiction in proceedings:

(a) Concerning any juvenile ten years of age or older who has

violated:

(I) Any federal or state law, except nonfelony state traffic, game and fish, and parks and recreation laws or rules; the offense specified in section 18-13-122, concerning the illegal possession or consumption of ethyl alcohol or marijuana by an underage person or illegal possession of marijuana paraphernalia by an underage person; the offenses specified in section 18-18-406 (5)(b)(I) and (5)(b)(II), concerning marijuana and marijuana concentrate; THE OFFENSES SPECIFIED IN SECTION 18-18-434 CONCERNING NATURAL MEDICINE AND NATURAL MEDICINE PRODUCT; and the civil infraction in section 18-7-109 (3), concerning exchange of a private image by a juvenile;

(5) Notwithstanding any other provision of this section to the contrary, the juvenile court and the county court have concurrent jurisdiction over a juvenile who is under eighteen years of age and who is charged with a violation of section 18-13-122, 18-18-406 (5)(b)(I) and (5)(b)(II), 18-18-428, 18-18-429, 18-18-430, ~~18-18-434~~, or 42-4-1301; except that, if the juvenile court accepts jurisdiction over such a juvenile, the county court jurisdiction terminates.

SECTION 37. In Colorado Revised Statutes, 19-3-103, **add** (4) as follows:

19-3-103. Child not neglected - when. (4) (a) A PERSON WHO PERFORMS OR HAS PERFORMED AN ACTION THAT IS LAWFUL PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44 DOES NOT CONSTITUTE CHILD ABUSE OR NEGLECT BY A PARENT OR LEGAL GUARDIAN FOR PURPOSES OF THIS ARTICLE 3, UNLESS IT THREATENS THE HEALTH OR WELFARE OF A CHILD.

(b) THE COURT SHALL NOT RESTRICT OR PROHIBIT FAMILY TIME, OR DETERMINE THAT FAMILY TIME IS NOT IN THE CHILD'S BEST INTERESTS, BASED SOLELY ON THE FACT THAT A PERSON PERFORMS OR HAS PERFORMED AN ACTION THAT IS LAWFUL PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, UNLESS THE COURT FINDS THAT THE CHILD'S SAFETY OR MENTAL, EMOTIONAL, OR PHYSICAL HEALTH IS AT RISK AS A RESULT OF THE FAMILY TIME.

SECTION 38. In Colorado Revised Statutes, 24-72-706, **amend**

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(1)(h); and **add** (1)(f.5) as follows:

24-72-706. Sealing of criminal conviction and criminal justice records - processing fee. (1) Sealing of conviction records.

(f.5) (I) NOTWITHSTANDING ANY PROVISION OF THIS PART 7 TO THE CONTRARY, A MOTION FILED FOR THE SEALING OF CONVICTION RECORDS FOR AN OFFENSE THAT WAS UNLAWFUL AT THE TIME OF CONVICTION, BUT IS NO LONGER UNLAWFUL PURSUANT TO SECTION 18-18-434, MAY BE FILED AT ANY TIME. THE COURT SHALL ORDER THE RECORDS SEALED UNLESS THE DISTRICT ATTORNEY OBJECTS PURSUANT TO SUBSECTION (1)(f.5)(II) OF THIS SECTION.

(II) IF A MOTION IS FILED FOR THE SEALING OF AN OFFENSE DESCRIBED IN THIS SUBSECTION (1)(f.5), THE DEFENDANT SHALL PROVIDE NOTICE OF THE MOTION TO THE DISTRICT ATTORNEY, WHO MAY OBJECT. THE DISTRICT ATTORNEY SHALL DETERMINE WHETHER TO OBJECT TO THE MOTION BASED ON WHETHER THE UNDERLYING CONVICTION FOR AN OFFENSE IS NO LONGER UNLAWFUL PURSUANT TO SECTION 18-18-434. THE DISTRICT ATTORNEY SHALL DETERMINE WHETHER TO OBJECT AND PROVIDE NOTICE TO THE COURT WITHIN FORTY-TWO DAYS OF RECEIPT OF THE MOTION. IF THE DISTRICT ATTORNEY OBJECTS TO THE MOTION, THE COURT SHALL SET THE MATTER FOR HEARING AND THE BURDEN IS ON THE DEFENDANT TO SHOW BY A PREPONDERANCE OF THE EVIDENCE THAT THE UNDERLYING FACTUAL BASIS OF THE CONVICTION SOUGHT TO BE SEALED IS NO LONGER UNLAWFUL PURSUANT TO SECTION 18-18-434.

(III) (A) A DEFENDANT WHO FILES A MOTION PURSUANT TO THIS SUBSECTION (1)(f.5) MUST NOT BE CHARGED FEES OR COSTS.

(B) NOTWITHSTANDING SUBSECTION (1)(c) OF THIS SECTION, A DEFENDANT WHO FILES A MOTION PURSUANT TO THIS SUBSECTION (1)(f.5) IS NOT REQUIRED TO SUBMIT A VERIFIED COPY OF THE DEFENDANT'S CRIMINAL HISTORY WITH A FILED MOTION.

(C) SECTION 24-72-703 (2)(a)(V) DOES NOT APPLY TO CONVICTION RECORDS SEALED PURSUANT TO THIS SUBSECTION (1)(f.5).

(h) A defendant who files a motion to seal criminal justice records pursuant to this section shall pay a processing fee of sixty-five dollars to cover the actual costs related to the sealing of the criminal justice records.

The defendant shall pay to the Colorado bureau of investigation any costs related to the sealing of the defendant's criminal justice records in the custody of the bureau. The court shall waive the processing fee upon a determination that:

(I) The defendant is indigent; ~~or~~

(II) The defendant's records should have been automatically sealed pursuant to section 13-3-117, 24-72-704, or 24-72-705; OR

(III) THE DEFENDANT FILED A MOTION TO SEAL PURSUANT TO SUBSECTION (1)(f.5) OF THIS SECTION.

SECTION 39. In Colorado Revised Statutes, **add** 24-76.5-104 as follows:

24-76.5-104. Natural medicine consumption consideration prohibited - exception. CONSIDERATION OF WHETHER A PERSON PERFORMS OR HAS PERFORMED AN ACTION THAT IS LAWFUL PURSUANT TO SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44 IS NOT A REQUIREMENT FOR ELIGIBILITY FOR A PUBLIC ASSISTANCE PROGRAM, UNLESS CONSIDERATION IS REQUIRED PURSUANT TO FEDERAL LAW.

SECTION 40. In Colorado Revised Statutes, **add** 25-56-104.5 as follows:

25-56-104.5. Prohibition on discrimination for organ transplants based solely on natural medicine consumption - applicability. (1) THIS ARTICLE 56 APPLIES TO ALL STAGES OF THE ORGAN TRANSPLANT PROCESS.

(2) A COVERED ENTITY SHALL NOT, SOLELY ON THE BASIS OF A PERSON'S CONSUMPTION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT:

(a) CONSIDER THE INDIVIDUAL INELIGIBLE TO RECEIVE AN ANATOMICAL GIFT OR ORGAN TRANSPLANT;

(b) DENY MEDICAL SERVICES OR OTHER SERVICES RELATED TO ORGAN TRANSPLANTATION, INCLUDING DIAGNOSTIC SERVICES, EVALUATION, SURGERY, COUNSELING, AND POST-OPERATIVE TREATMENT AND SERVICES;

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(c) REFUSE TO REFER THE INDIVIDUAL TO A TRANSPLANT CENTER OR OTHER RELATED SPECIALIST FOR THE PURPOSE OF BEING EVALUATED FOR OR RECEIVING AN ORGAN TRANSPLANT;

(d) REFUSE TO PLACE A QUALIFIED RECIPIENT ON AN ORGAN TRANSPLANT WAITING LIST; OR

(e) PLACE A QUALIFIED RECIPIENT ON AN ORGAN TRANSPLANT WAITING LIST AT A LOWER PRIORITY POSITION THAN THE POSITION AT WHICH THE PERSON WOULD HAVE BEEN PLACED IF THE PERSON DID NOT CONSUME NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT.

(3) NOTWITHSTANDING SUBSECTION (2) OF THIS SECTION, A COVERED ENTITY MAY TAKE A PERSON'S CONSUMPTION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT INTO ACCOUNT WHEN MAKING TREATMENT OR COVERAGE RECOMMENDATIONS OR DECISIONS, SOLELY TO THE EXTENT THAT THE NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT CONSUMPTION HAS BEEN FOUND BY A PHYSICIAN OR SURGEON, FOLLOWING AN INDIVIDUALIZED EVALUATION OF THE PERSON, TO BE MEDICALLY SIGNIFICANT TO THE PROVISION OF THE ANATOMICAL GIFT OR ORGAN TRANSPLANT.

(4) A COVERED ENTITY SHALL:

(a) MAKE REASONABLE MODIFICATIONS TO ITS POLICIES, PRACTICES, AND PROCEDURES TO ALLOW A PERSON WHO CONSUMES NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT ACCESS TO TRANSPLANTATION-RELATED SERVICES, INCLUDING DIAGNOSTIC SERVICES, SURGERY, COVERAGE, POST-OPERATIVE TREATMENT, AND COUNSELING, UNLESS THE COVERED ENTITY DEMONSTRATES THAT MAKING SUCH MODIFICATIONS WOULD FUNDAMENTALLY ALTER THE NATURE OF THE SERVICES PROVIDED; AND

(b) TAKE REASONABLE AND NECESSARY STEPS TO ENSURE THAT A PERSON'S CONSUMPTION OF NATURAL MEDICINE OR NATURAL MEDICINE PRODUCT IS NOT THE REASON THE PERSON IS DENIED MEDICAL SERVICES OR OTHER SERVICES RELATED TO ORGAN TRANSPLANTATION, INCLUDING DIAGNOSTIC SERVICES, SURGERY, POST-OPERATIVE TREATMENT, OR COUNSELING, DUE TO THE ABSENCE OF AUXILIARY AIDS OR SERVICES, UNLESS THE COVERED ENTITY DEMONSTRATES THAT TAKING SUCH STEPS WOULD FUNDAMENTALLY ALTER THE NATURE OF THE MEDICAL SERVICES OR

OTHER SERVICES RELATED TO ORGAN TRANSPLANTATION OR WOULD RESULT IN AN UNDUE BURDEN FOR THE COVERED ENTITY.

(5) NOTHING IN THIS ARTICLE 56 REQUIRES A COVERED ENTITY TO MAKE A REFERRAL OR RECOMMENDATION FOR OR PERFORM A MEDICALLY INAPPROPRIATE ORGAN TRANSPLANT.

SECTION 41. In Colorado Revised Statutes, 35-36-102, **amend** (14)(b) as follows:

35-36-102. Rules - definitions. As used in this article 36, unless the context otherwise requires:

(14) (b) "Farm products" does not include poultry and poultry products, timber products, nursery stock, commodities, ~~or~~ marijuana, OR NATURAL MEDICINE AS DEFINED IN SECTION 12-170-104 (12).

SECTION 42. In Colorado Revised Statutes, 39-22-104, **add** (4)(r.5) as follows:

39-22-104. Income tax imposed on individuals, estates, and trusts - single rate - report - legislative declaration - definitions - repeal. (4) There shall be subtracted from federal taxable income:

(r.5) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2024, IF A TAXPAYER IS LICENSED PURSUANT TO THE "COLORADO NATURAL MEDICINE CODE", ARTICLE 50 OF TITLE 44, AN AMOUNT EQUAL TO ANY EXPENDITURE THAT IS ELIGIBLE TO BE CLAIMED AS A FEDERAL INCOME TAX DEDUCTION BUT IS DISALLOWED BY SECTION 280E OF THE INTERNAL REVENUE CODE BECAUSE NATURAL MEDICINE IS A CONTROLLED SUBSTANCE UNDER FEDERAL LAW;

SECTION 43. In Colorado Revised Statutes, 39-22-304, **add** (3)(m.5) as follows:

39-22-304. Net income of corporation - legislative declaration - definitions - repeal. (3) There shall be subtracted from federal taxable income:

(m.5) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY

1, 2024, IF A TAXPAYER IS LICENSED PURSUANT TO THE "COLORADO NATURAL MEDICINE CODE", ARTICLE 50 OF TITLE 44, AN AMOUNT EQUAL TO ANY EXPENDITURE THAT IS ELIGIBLE TO BE CLAIMED AS A FEDERAL INCOME TAX DEDUCTION BUT IS DISALLOWED BY SECTION 280E OF THE INTERNAL REVENUE CODE BECAUSE NATURAL MEDICINE IS A CONTROLLED SUBSTANCE UNDER FEDERAL LAW;

SECTION 44. Appropriation. (1) For the 2023-24 state fiscal year, \$733,658 General Fund is appropriated to the department of revenue. To implement this act, the department may use this appropriation as follows:

(a) \$536,826 for use by the natural medicine division for the enforcement and regulation of natural medicines, which amount is based on an assumption that the department will require an additional 4.7 FTE;

(b) \$6,500 for tax administration IT system (GenTax) support; and

(c) \$190,332 for the purchase of legal services.

(2) For the 2023-24 state fiscal year, \$190,332 is appropriated to the department of law. This appropriation is from reappropriated funds received from the department of revenue under subsection (1)(c) of this section and is based on an assumption that the department of law will require an additional 1.0 FTE. To implement this act, the department of law may use this appropriation to provide legal services for the department of revenue.

(3) For the 2023-24 state fiscal year, \$101,150 is appropriated to the department of law. This appropriation is from the legal services cash fund created in section 24-31-108 (4), C.R.S., from revenue received from the department of regulatory agencies that is continuously appropriated to the department of regulatory agencies from the regulated natural medicine access program fund created in section 12-170-106 (1), C.R.S. The appropriation to the department of law is based on an assumption that the department of law will require an additional 0.5 FTE. To implement this act, the department of law may use this appropriation to provide legal services for the department of regulatory agencies.

(4) For the 2023-24 state fiscal year, \$838,402 General Fund is appropriated to the department of public health and environment for use by the division of disease control and public health response. This

appropriation is based on an assumption that division will require an additional 4.1 FTE. To implement this act, the division may use this appropriation for the natural medicine program related to laboratory services.

SECTION 45. Effective date. This act takes effect July 1, 2023, and applies to offenses committed on or after July 1, 2023.

SECTION 46. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.



Steve Fenberg
PRESIDENT OF
THE SENATE



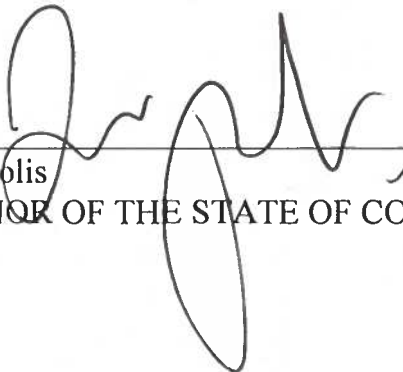
Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Tuesday May 23rd 2023 at 3:30 PM
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
CHAPTER 16 OF THE RIFLE MUNICIPAL CODE REGARDING NATURAL
MEDICINE CULTIVATION AND HEALING CLINICS WITHIN THE CITY OF
RIFLE AS REQUIRED BY SENATE BILL 23-290.

WHEREAS, Chapter 16 of the Rifle Municipal Code (the “Code”) regulates land use and development in the City of Rifle (the “City”); and

WHEREAS, the Colorado General Assembly enacted Senate Bill 23-290, which is codified in C.R.S. 44-50-101 through 904, to create the regulatory structure for the regulation of Natural Medicine, which includes the licensing and registration of facilities and related businesses that provide the use, cultivation, manufacture, and testing of natural medicines; and

WHEREAS, on or about June 6, 2024, SB24-198 was signed to clarify regulatory authority and incorporated technical clean-up to support the effective implementation of the state’s regulated natural medicine program; and

WHEREAS, the enabling act prohibits local governments from banning licensed facilities, services, and use of natural medicine substances permitted by the enabling act, while allowing local governments to adopt local regulations governing the time, place, and manner of operation of these facilities; and

WHEREAS, City staff has recommended updates to the Code to provide for proper zoning and regulations as permitted by its regulatory authority; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Chapter 16 of the Code accordingly.

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

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

Section 2. Section 16-1-220 of the Rifle Municipal Code, “Definitions”, is hereby amended, in relevant part, with underlined text added, as follows:

Sec. 16-1-220. Definitions.

For purposes of this Chapter, certain terms are defined as follows:

Cultivation means the act of growing or raising of plants.

Home occupation means an accessory land use category that includes economic activities performed within any residential unit or within a structure that is accessory to the residential unit (e.g., garage or shed). See Section 16-3-280 of this Chapter for regulations

associated with this land use category. Home occupations in which the workspace comprises more than twenty-five percent (25%) of the residential unit's total floor area shall be considered Live-work units and shall be regulated under the provisions of that land use category. A workspace is defined as an area designed or equipped exclusively or principally for the conduct of work activities and is to be regularly used for such work activities by one (1) or more occupants of the unit. Cultivation of medically regulated or plant-based psychedelic substances is not permitted as a Home Occupation.

Office and personal services means a principal land use category that includes all exclusively indoor land uses whose primary functions are the handling of information or administrative services or the provision of services directly to an individual on a walk-in or appointment basis. See Section 16-18-1020 of this Chapter for Central Business District regulations associated with this land use category. This category includes, but may not be limited to, the following specific land uses listed in Sections 16-3-320 and 16-3-420 of this Chapter: Offices for the conduct of a business or profession; Professional or business offices; Medical and dental clinics; Healing Arts Clinics for medically regulated or plant-based psychedelic substances; Personal service establishments, including but not limited to barber and beauty shops, shoe repair shops, tailors, self-service laundries, dry cleaning outlets, travel agencies and photography shops; and small animal hospital or clinic.

Section 3. Section 16-3-410 of the Rifle Municipal Code, "Description of districts", is hereby amended, in relevant part, with underlined text added, as follows:

Sec. 16-3-410. Description of districts.

- (d) LI, Light Industrial District. The Light Industrial District is intended to provide for the proper development of commercial and light industrial uses that are necessary to serve the commercial and industrial needs of the City. The uses in this district are important to the economic diversification of the community. The uses include a variety of commercial, manufacturing, fabrication, assembly and repair, cultivation and other select commercial and light industrial uses. The Light Industrial District uses are intended to be less intense than typical industrial uses and to be visually unobtrusive, clean and quiet. All manufacturing and assembly and fabrication is to take place within a building or enclosed area. Adult entertainment establishments may also be located in the zone district subject to conditional use approval pursuant to Section 16-5-280 of this Chapter and compliance with relevant provisions of this Code.
- (e) I, Industrial District. The Industrial District is intended to provide for the development of industrial areas, including commercial and industrial uses that are compatible with the character of the community. Industrial development provides employment opportunities for the community and adds to the economic vitality of the City. The location of Industrial District boundaries is limited to those areas where the full range of industrial activities allowed in the zone district will not adversely affect any other area of the City. Uses in this zone district include manufacturing, fabrication, assembly, processing of natural resources, storage

yards, cultivation and other uses that may require intense application of industrial processes both inside and outside of buildings. Adult entertainment establishments may also be located in the zone district subject to conditional use approval pursuant to Section 16-5-280 of this Chapter and compliance with relevant provisions of this Code.

Section 4. Section 16-3-420 of the Rifle Municipal Code, “Schedule of uses for commercial and industrial districts”, is hereby amended, in relevant part, with underlined text added and with ~~strike-through language~~ deleted, as follows:

Sec. 16-3-420. Schedule of uses for commercial and industrial districts.

<i>USES</i>	<i>CS'</i>	<i>TC'</i>	<i>LI</i>	<i>I</i>
<u>Cultivation of Mushrooms</u>	<u>*</u>	<u>*</u>	<u>P</u>	<u>P</u>
Medical, <u>Healing Arts</u> , and dental clinics	P	C <u>P</u>	P	P

INTRODUCED, on February 5, 2025, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 19, 2025, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #6.b.

Agenda Item Name:

Consider Amendment to the Rifle Municipal Code Regarding Applicant Submittal Requirements to the Planning Department - Ordinance No. 4 Series of 2025 - 1st Reading

Presenter:

Zach Higgins, Planning Director
Geir Sverdrup

Item Description:

Land Use Code Amendment

Recommended Action:

Move to approve Ordinance no. 4 Series of 2025 on first reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Over the last several years, technology has changed allowing for the submittal of digital materials in lieu of physical copies. Rifle Municipal Code requires up to twenty-five (25) physical copies of all materials required for application submittal. The proposed text amendments set the requirements at two (2) physical copies and one (1) digital copy. Digital copies are easier to send out for referral and cost both the City and the applicant less to produce and mail out.

Executive Summary:

The P&Z Commission heard this application at their December 17, 2024 meeting. The Commission recommended approval as presented by staff.

Notification Requirements:

Notice was completed by publishing in the paper as required by the Rifle Municipal Code.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Deliverable - Text Amendment - Submittal Requirements - CC 2-5-2025
2. Ordinance No. 4 Application Submittal Requirements Code Updates



MEMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup, Senior Planner
DATE: February 5, 2025
SUBJECT: Text Amendment Application 2024-041

Background

Over the last several years, technology has changed allowing for the submittal of digital materials in lieu of physical copies. Rifle Municipal Code requires up to twenty-five (25) physical copies of all materials required for application submittal. The proposed text amendments set the requirements at two (2) physical copies and one (1) digital copy. Digital copies are easier to send out for referral and cost both the City and the applicant less to produce and mail out.

Proposed Amendment

(effected sections below, full chapter attached)

Sec. 16-6-20. Common submittal requirements.

Unless indicated otherwise in this Chapter or by the Planning Department, ~~three (3)~~ **one (1) hard copy** of the application, **with original or digitally verified signature, and one (1) digital copy** shall be submitted. Except for text amendment and zoning variance applications, all applications identified in Article V of this Chapter shall include:

- (1) An application...

Sec. 16-6-150. Subdivision sketch plans.

- (a) Required information. In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision sketch plan shall include the information set forth in this Section.
- (b) Sketch plan map. ~~Twenty-five (25)~~ **Two (2) hard copies and one (1) digital copy** of a sketch plan map shall contain the following information presented either graphically or as a statement on the map:
 - (1) The ...
- (c) Supplemental information. ~~Three (3)~~ **Two (2) hard copies and one (1) digital copy** of the sketch plan supplemental information shall be submitted as part of the sketch plan application. The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:
 - (1) A map...

Sec. 16-6-170. Subdivision preliminary plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision preliminary plan shall include the information set forth in this Section.
- (b) Preliminary plan map. The applicant shall submit ~~twenty-five (25)~~ **two (2) hard copies and one (1) digital copy** of the preliminary plan map as part of the preliminary plan application. The map shall clearly and accurately represent the character of the area of the proposed subdivision, as well as the natural and manmade features on and near the site of the proposed subdivision. The map shall be of sufficient clarity and detail to allow an assessment of the physical design of the proposed subdivision. A poorly drawn or illegible plan is sufficient cause for its rejection. The following technical drawing requirements and information shall be adhered to and included on the preliminary plan map:
 - (1) The name...
- (c) Supplemental preliminary plan information. ~~Three (3)~~ **Two (2) hard copies and one (1) digital copy** of the preliminary plan supplemental information shall be submitted as part of the preliminary plan application. The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The City and the reviewing agencies shall determine the adequacy of the information provided. The applicant shall be required to submit additional technical information needed by a reviewing agency in order for the agency to complete its review of the proposed subdivision. All maps and plans shall be submitted at the same scale as the preliminary plan and all proposed lot lines shall be clearly shown on the maps and plans. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:
 - (1) Proof ...

Sec. 16-6-180. Final subdivision plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a final subdivision plan shall include the information set forth in this Section.
- (b) Final subdivision plat. The applicant shall submit two (2) reproducible Mylar final plats and ~~twenty-five (25)~~ **two (2) print hard copies and one (1) digital copy** of the final plat. The final plat shall be drafted legibly, with black waterproof ink, on sheets of permanent reproducible material, such as Mylar, measuring twenty-four (24) inches by thirty-six (36) inches, with clear margins of two (2) inches on the left side of the plat and one-half ($\frac{1}{2}$) inch on the remaining sides. Where multiple sheets are necessary to depict the total filing, the legal description of the subdivision boundary and all certifications and dedications shall be shown on the cover or title sheet, and a key map indicating the location of subsequent sheets of the subdivision shall also be shown on the cover or title sheet. The scale of the final plat shall be one (1) inch equals fifty (50) feet. The final plat shall meet the minimum standards for land survey and subdivision plats as required by state law. All final plats shall clearly and

accurately set forth and include the following information in the format prescribed, in addition to any other information required to be shown on the final plat as a condition of the preliminary plan approval:

- (1) The name...
- (c) Supplemental information. ~~Three (3)~~ **Two (2) hard** copies and **one (1) digital copy** of the final plat supplemental information shall be submitted simultaneously with the final plat. Information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following information.
 - (1) Engineering ...
 - (8) Geographical Information Systems (GIS) ~~updates~~ **deliverable** shall be provided by the applicant ~~and include the following:~~
 - a. ~~Final subdivision plat GIS copy (one [1] electronic copy of the final plat). Prior to the City's execution and recordation of a final plat, the applicant shall submit to the GIS Department for review and approval one (1) electronic copy of the final plat. The drawing shall be directly tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP. The file must be submitted in one (1) of the following a formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage).~~

Geographic Information Systems (GIS) Deliverable.

Any project that alters or changes a parcel line boundary (such as a subdivision, vacation or a lot line adjustment) and results in the creation of a plat map, must submit these changes as a digital GIS deliverable.

The GIS Deliverable shall be submitted as a compatible GIS file. Preferred file type shall be specified by the GIS Administrator prior to submittal

- b. ~~Electronic~~ **Geographic Information System GIS copy Deliverable** of as-built drawings. The applicant shall submit final as-built drawings to the GIS Department prior to the release of the letter of credit or other security securing the public improvements. The applicant must submit the information ~~in electronic form and must be tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP disk. The file must be submitted in one (1) of the following a formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage)~~ **as defined in Sec. 16-6-180 (c) (8)**
- c. Final as-built Mylar. The applicant shall submit one (1) copy of the final as-built drawings on Mylar which will be added to the City's permanent record prior to the release of the letter of credit or other security securing the public improvements.

Sec. 16-6-200. Planned unit development final development plan.

When a planned unit development is to be completed in one (1) phase, the subdivision preliminary plan and the PUD final development plan may be combined. If a planned unit development is developed in phases, the final development plan for each phase shall be submitted simultaneously with the final subdivision plan pursuant to Section 16-6-180. In addition to the requirements of Section 16-6-190, ~~five (5)~~ **two (2)** **hard** copies **and one (1) digital copy** of the PUD final development plan shall be submitted and shall include:

- (1) A statement ...

Findings

Pursuant to RMC Section 16-5-280, the Planning and Zoning Commission shall consider the following criteria when determining whether or not to recommend approval of the text amendments to City Council:

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

The proposal brings the Rifle Municipal Code into current technology.

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;

Not Applicable

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

The zoning code is enforced Citywide by appropriate application.

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

No major adverse environmental effects are anticipated from the proposal.

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

No Comprehensive Plan issues were noted as part of the review.

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

Not applicable.

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

Not applicable.

Planning and Zoning Commission

The P&Z Commission heard this application at their December 17, 2024 meeting. The Commission recommended approval as presented by staff.

Recommendation

Planning and Zoning Commission recommends that the Rifle City Council approve the proposed text amendment as presented.

ARTICLE VI Application Submittal Requirements

Division 1 General and Common Submittal Requirements

Sec. 16-6-20. Common submittal requirements.

Unless indicated otherwise in this Chapter or by the Planning Department, ~~three (3)~~ **one (1) hard copy** of the application, **with original or digitally verified signature, and one (1) digital copy** shall be submitted. Except for text amendment and zoning variance applications, all applications identified in Article V of this Chapter shall include:

- (1) An application form, signed by the owners of the property, in the format provided by the Planning Department;
- (2) A legal description of the property included in the application;
- (3) Proof of legal ownership and the names and addresses of the owners of the property and any lien holders;
- (4) The names and addresses of any property owners within two hundred (200) feet of any portion of the property;
- (5) A statement of the purpose of the application and a brief description of the proposal;
- (6) A vicinity map indicating the location of the property included in the land use application; and
- (7) An application fee as set forth in Section 16-1-60 of this Chapter. (Prior code 17.06.120; Ord. 4 §1, 2005)

Sec. 16-6-30. Drawing and report requirements.

- (a) General map requirements. Any maps or other graphic plans shall be drawn in black or dark blue waterproof ink or may be clearly legible "blueprint" copies or photocopies. The dimensions of all maps shall be twenty-four (24) by thirty-six (36) inches or eight and one-half (8½) by eleven (11) inches unless another size is approved by the Planning Department staff prior to submittal of the application. However, no map shall exceed twenty-four (24) by thirty-six (36) inches. In the case of multiple sheets, a key map showing the relationship of individual sheets shall be provided and locations of adjacent sheets shall be indicated on each sheet. Each map or other graphic plan shall include:
 - (1) The section, township and range of the property included in the application;
 - (2) The name, address and telephone number of the owner and applicant;
 - (3) The name, address and telephone number of the person or firm that prepared the map and the date of preparation;
 - (4) A north arrow and scale which shall not exceed one (1) inch equals fifty (50) feet; and
 - (5) The title of the map which shall also indicate the type of application.

-
- (b) General report requirements. All reports shall contain consecutively numbered pages and shall include, or clearly indicate by reference, any maps or other relevant elements required by this Chapter which are necessary for the report. Any report required by this Chapter shall include:
- (1) The name, address and telephone number of the person or firm that prepared the report and the date of preparation; and
 - (2) The title of the report.
- (c) Qualifications of preparers of maps and reports. All maps and reports must bear suitable evidence of the professional qualifications of the person responsible for the preparation of the map or report. Maps containing information pertaining to water supply, sanitation, wastewater treatment, utilities, drainage, soils, grading, roads, structures or any other engineering information must be certified by a professional engineer licensed in the State. All required documents containing land survey descriptions and topographic maps must be certified by a professional land surveyor licensed in the State. All data submitted regarding environmental studies and other disciplines, not currently requiring registration by the State, must be accompanied by a resume of such qualifications sufficient to demonstrate the author's degree of expertise and experience. Geology maps and reports must be prepared and certified by a qualified geologist. Additional professional qualifications may be specified in other sections of this Chapter. (Prior code 17.06.130)

Sec. 16-6-40. Site plan requirements.

In addition to the requirements of Section 16-6-30 above, any site plan required in this Chapter shall include:

- (1) The location of all existing and proposed buildings, utilities and other improvements on the property. A building envelope (a portion of the property within which a building may be located) may be shown for proposed buildings to allow minor adjustments.
- (2) The location and number of parking spaces for off-street parking and loading areas.
- (3) A traffic circulation plan showing the direction of traffic flows and indicating the locations of entries and exits of parking lots and the relationships of parking lots to entrances and exits of any buildings.
- (4) The location of service and refuse collection areas.
- (5) The location of all signs indicating the size, shape and height of each sign.
- (6) The area and location of open space and recreation areas.
- (7) The location and type of outdoor lighting.
- (8) The location of existing and proposed fences, landscaping features and other methods of visual screening. The proposed landscaping plan shall indicate the method of maintenance of the landscaping, as well as a list of type, size and quantity of plant materials and the general location of the landscaping.
- (9) The estimated date of completion of the proposed improvements. (Prior code 17.06.140)

Division 2 Specific Submittal Requirements

Sec. 16-6-110. Text amendment applications.

- (a) Applications for text amendments submitted by land owners shall include:

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- (1) An application form, signed by an owner of property located within the City, in the format provided by the Planning Department; and
 - (2) A statement of the purpose of the application, a brief description of the proposed text amendment and the proposed new text.
- (b) Text amendment applications initiated by the Planning Commission or the City Council are not required to include an application form. (Prior code 17.06.210)

Sec. 16-6-120. Zoning variance applications.

In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a zoning variance shall include:

- (1) A letter stating the reasons and justification for the request; and
- (2) A plot plan and improvement survey showing the existing natural and manmade features, utilities, utility easements and structures on the property, and indicating the effects of the requested variance. (Prior code 17.06.220)

Sec. 16-6-130. Conditional use applications.

In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a conditional use shall include:

- (1) A site plan prepared in conformance with Section 16-6-40 above;
- (2) Architectural elevations showing the proposed use as it will appear upon completion of construction or placement, indicating the pitch of the roof, the details of soffits, siding material and placement of other details necessary to accurately depict the finished appearance of the proposed use.
- (3) A site/plot plan showing the placement of the proposed use on the lot, indicating manmade and natural features on the lot and adjacent to the lot on which the proposed use will be located.
- (4) Engineering detail showing the foundation or supports upon which the proposed use will be placed and the methods of connection for water supply, waste disposal and other utilities. (Prior code 17.06.230)

Sec. 16-6-140. Rezoning (amendments to Zoning Map).

In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a rezoning shall include a petition for rezoning signed by the owners of at least fifty percent (50%) of the area of land or area of lots subject to the rezoning application. The Planning Commission or the City Council may also initiate applications for rezoning, which initiated application shall not require a petition and shall not be subject to the requirements of Subsections 16-6-20(3), (4) and (7) above. (Prior code 17.06.240)

Sec. 16-6-150. Subdivision sketch plans.

- (a) Required information. In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision sketch plan shall include the information set forth in this Section.
- (b) Sketch plan map. ~~Twenty-five (25)~~ **Two (2) hard copies and one (1) digital copy** of a sketch plan map shall contain the following information presented either graphically or as a statement on the map:
 - (1) The name of the proposed subdivision.

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- (2) A vicinity map, at a scale of not less than one (1) inch equals two thousand (2,000) feet, depicting the location of streets, highways and utility systems within one-half (½) mile of any portion of the proposed subdivision. The vicinity map shall also show the natural drainage courses of streams within one-half (½) mile of any portion of the subdivision, with the limits of tributary areas shown where reasonable. A U.S.G.S. quadrangle map at the scale of one (1) inch equals two thousand (2,000) feet may be used as the basis of the vicinity map.
 - (3) The location of the one-hundred-year floodplain of any drainage with tributary areas of forty (40) acres on or adjacent to the site of the proposed subdivision.
 - (4) Topography of the proposed subdivision showing, at a minimum, ten-foot topographic contours which shall clearly and accurately depict the site topography and the location of existing natural and manmade features on and adjacent to the site.
 - (5) Legal description of the site and indicated along the perimeter boundary of the proposed subdivision.
 - (6) Written legal description of the site of the proposed subdivision.
 - (7) Labeled access to the site (City street, county road, state highway, public right-of-way, easement, etc.).
 - (8) Location, type and size of existing utility lines, including water, sewer, natural gas, oil and gasoline, cable television, electric, etc.; utility easements; and other easements on and adjacent to the site of the proposed subdivision.
 - (9) General location and general scaled dimensions of existing and proposed lots, streets, alleys, road rights-of-way, parks and open space, irrigation ditches and waterways within and immediately adjacent to the site of the proposed subdivision.
 - (10) Names, mailing addresses and telephone numbers of: the owner of the property to be subdivided, the applicant, designer, engineer and surveyor that may be associated with the preparation of the application.
 - (11) Land use summary statement:
 - a. Total area of the proposed subdivision;
 - b. Acreage of developable land;
 - c. Number of residential and nonresidential lots and the area of land designated for each type of use;
 - d. Statement of any uses other than detached single-family dwelling units;
 - e. Number of residential dwelling units by type of dwelling unit;
 - f. Gross and net residential density (units per acre of developable land designated for residential uses.)
 - g. Total area of nonresidential floor space;
 - h. Total number of proposed off street parking spaces; and
 - i. Existing and proposed zoning.
 - (c) Supplemental information. ~~Three (3)~~ **Two (2) hard copies and one (1) digital copy** of the sketch plan supplemental information shall be submitted as part of the sketch plan application. The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:

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- (1) A map showing the soils types and their boundaries, as shown on Soil Survey maps prepared by the U.S. Department of Agriculture, Soil Conservation Service (SCS), and the tables of interpretation for the soils types shown on the SCS maps.
 - (2) A preliminary report assessing the potential radiation hazards at the site.
 - (3) A report assessing the impacts resulting from the development of the proposed subdivision to the lakes, streams and topography of the subdivision site.
 - (4) Evidence of adequate legal access from a public road to the subdivision site in accordance with City, county or state highway standards, as applicable.
 - (5) A report identifying the utility companies that will provide electricity, natural gas, telephone, cable television, etc., to the proposed subdivision.
 - (6) The names and addresses of any owners of mineral rights for the property. (Prior code 17.06.250; Ord. 4 §1, 2005)

Sec. 16-6-160. Combined sketch plan/ preliminary plan submittal requirements.

In the event an applicant chooses to submit a combined application for major subdivision sketch plan and preliminary plan, the submittal requirements for a preliminary plan shall apply and shall constitute the complete submittal requirements. (Prior code 17.06.255)

Sec. 16-6-170. Subdivision preliminary plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision preliminary plan shall include the information set forth in this Section.
- (b) Preliminary plan map. The applicant shall submit ~~twenty-five (25)~~ **two (2) hard copies and one (1) digital copy** of the preliminary plan map as part of the preliminary plan application. The map shall clearly and accurately represent the character of the area of the proposed subdivision, as well as the natural and manmade features on and near the site of the proposed subdivision. The map shall be of sufficient clarity and detail to allow an assessment of the physical design of the proposed subdivision. A poorly drawn or illegible plan is sufficient cause for its rejection. The following technical drawing requirements and information shall be adhered to and included on the preliminary plan map:
 - (1) The name of the proposed subdivision which shall not duplicate the name of any recorded subdivision in the County.
 - (2) A vicinity map, at a scale of not less than one (1) inch equals two thousand (2,000) feet, depicting the location of streets, highways and utility systems within one-half (½) mile of any portion of the proposed subdivision. The vicinity map shall also show the natural drainage courses of streams within one-half (½) mile of any portion of the subdivision, with the limits of tributary areas shown where reasonable. A U.S.G.S. quadrangle map at the scale of one (1) inch equals two thousand (2,000) feet may be used as the basis of the vicinity map.
 - (3) A legal description of the site and indicated along the perimeter boundary of the proposed subdivision.
 - (4) Written legal description of the proposed subdivision.
 - (5) Topography of the site of the proposed subdivision showing the existing topography at minimum two-foot contour intervals.

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- (6) Names, mailing addresses and telephone numbers of: the owner of the property to be subdivided, the applicant, designer, engineer and surveyor that may be associated with the preparation of the application.
 - (7) The street and lot layout, with the dimensions of all lots to the nearest foot (these may be scaled values) and including the approximate area of each lot. The lots and blocks shall be numbered consecutively.
 - (8) Departing property lines and names and addresses of owners of record of all land parcels adjoining the proposed subdivision, including those separated only by a public right-of-way.
 - (9) The location of the one-hundred-year floodplain of any drainage on or adjacent to the site of the proposed subdivision.
 - (10) Labeled access to the site (City street, county road, state highway, public right-of-way, easement, etc.).
 - (11) Location, type and size of existing and proposed utility lines, utility easements and other easements on and adjacent to the site of the proposed subdivision.
 - (12) The location of existing available water and sewer facilities and the proposed extension of water and sewer lines.
 - (13) Location, scaled dimensions and legal description of existing lots, streets, alleys, road rights-of-way, easements, irrigation ditches and waterways within and immediately adjacent to the site of the proposed subdivision.
 - (14) Proposed easements for drainage, irrigation, access and utilities, including solar access easements if applicable.
 - (15) Common open space not reserved or dedicated to the public.
 - (16) Sites to be reserved or dedicated to the public for parks, schools or other public purposes.
 - (17) Approximate grades and centerline curve data of proposed roads.
 - (18) Existing and proposed zoning and zone district boundaries for the proposed subdivision and land adjacent to the proposed subdivision.
 - (19) Land use summary statement:
 - a. Total area of the proposed subdivision;
 - b. Acreage of developable land;
 - c. Number of residential and nonresidential lots and the area of land designated for each type of use;
 - d. Statement of any uses other than detached single-family dwelling units;
 - e. Number of residential dwelling units, by type of dwelling unit;
 - f. Gross and net residential density (units per acre of developable land designated for residential uses.)
 - g. Total area of nonresidential floor space;
 - h. Total proposed number of off-street parking spaces; and
 - i. Statement indicating the availability or lack of irrigation water.
- (c) Supplemental preliminary plan information. ~~Three (3)~~ **Two (2) hard copies and one (1) digital copy** of the preliminary plan supplemental information shall be submitted as part of the preliminary plan application.

The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The City and the reviewing agencies shall determine the adequacy of the information provided. The applicant shall be required to submit additional technical information needed by a reviewing agency in order for the agency to complete its review of the proposed subdivision. All maps and plans shall be submitted at the same scale as the preliminary plan and all proposed lot lines shall be clearly shown on the maps and plans. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:

- (1) Proof of present legal ownership of the property to be subdivided, including signed statements from the owners, as well as all lien holders and all other security interest holders of record, indicating that the owners and interest holders do not object to the subdivision of the property as proposed on the preliminary plan and that they will subordinate their interests to any dedications to the City shown on the preliminary plan. If there are not any other holders of interest in the property, the owners shall so indicate by a signed statement.
- (2) The names and addresses of owners of minerals and lessees of mineral owners of record of the area proposed to be subdivided.
- (3) The proposed terms of reservations or dedications of sites for public and private common facilities.
- (4) The proposed plan for the phased development of the subdivision, if applicable.
- (5) Evidence that all lots and parcels will have access to a public right-of-way.
- (6) The method proposed for the maintenance of all public and common areas and facilities, including provisions for the maintenance of the subdivision roads.
- (7) A water supply report, which shall include the following information:
 - a. The expected water requirements of the subdivision at full development, including the various water uses to be permitted and the manner in which these requirements will be met;
 - b. A conceptual water distribution plan prepared at the same scale as the preliminary plan map; and
 - c. A report prepared by a licensed, professional engineer summarizing the effects of the proposed subdivision on the City water system as projected by the City's water modeling program.
- (8) A sewage disposal report prepared in accordance with the requirements of the Public Works Director, including:
 - a. A general written description of the collection system to be designed per the requirements of the Colorado Department of Public Health and Environment and the Public Works Director;
 - b. Evidence that the collection and treatment system will conform with all state and local laws and regulations;
 - c. A map of the sewage collection system at the same scale as the preliminary map, showing the lots to be served and the site topography. The collection system may be shown on the preliminary plan map; and
 - d. A report prepared by a licensed, professional engineer summarizing the effects of the proposed subdivision on the City sewer system.
- (9) A preliminary street plan and profile prepared per the specifications of the Public Works Director, including graphic alignment, dimensions of right-of-way widths, curve radii and tangent lengths. The street plan shall contain sufficient detail to ensure that the proposed street plan will satisfy City requirements and will bear logical relationships to the grades of existing public streets at the point of

intersection. The proposed typical structural and geometric cross-sections; location, type and approximate size of appurtenant structures such as bridges and culverts; street lighting; and traffic control devices shall be shown. Road grades shall be designated within the road rights-of-way. The preliminary road plan information may be annotated on the preliminary plan map.

- (10) A preliminary drainage report, including the following data. Drainage criteria set forth by the Public Works Director shall be used as a guideline. Information required under this Section may be annotated on copies of the preliminary plan map if feasible and practical.
- a. A contour map defining on-site drainage basins and illustrating existing drainage patterns, paths of flow and concentration points, with estimates of contributory acreage and the peak flow of runoff.
 - b. A U.S.G.S contour map (7.5-minute quadrangle) showing all off-site drainage basins which drain through the subdivision and illustrating paths of flow with estimates of contributory acreage and peak flow of runoff.
 - c. A sketch of the proposed subdivision showing the consequent changes in the drainage patterns, concentration points and flooding limits with estimates of acreage, runoff coefficients and peak flow for the areas to be developed, both now and in the future, within each basin, and showing the limits of flooding and peak flow of runoff from off-site basins. Calculations shall be based on a twenty-five-year frequency storm for the design of drainage structures and a one-hundred-year frequency storm to be used to designate areas subject to flooding.
 - d. A narrative explaining the proposed method of managing the increased drainage at the concentration points and areas where the drainage pattern or characteristics will be changed.
- (11) A preliminary irrigation plan, if irrigation water will remain with the property, which shall designate, on copies of the preliminary plan map, the irrigation water distribution plan, including all distribution facilities such as ditches, diversion structures, lakes, easements, etc. A narrative shall accompany the plan explaining the nature of the organization that will own the irrigation water and the entity that will own and maintain the irrigation distribution system. A letter from any ditch company presently responsible for any irrigation system providing irrigation water to the site shall also be submitted. The ditch company letter shall indicate the approval in concept of the preliminary irrigation plan and shall also indicate that the other users of the ditch company's water and facilities will not be injured by the development of the approved subdivision.
- (12) A geotechnical (soils/geology) report, describing soils and geological conditions of the site, specifically addressing the suitability of the soils and geology for the land use proposed. Any mitigation efforts required to properly develop the property shall be identified in the report. The report shall include maps and written information, as appropriate, addressing the following:
- a. A soils/geologic map showing the proposed subdivision, including the lots and road alignments, the natural topography of the site shown by contour lines, the location of any test holes used in the investigation, surface geology and the designation of soils types and their boundaries based on the National Cooperative Soil Survey prepared by the U.S.D.A. Soil Conservation Service (SCS).
 - b. A narrative report describing the bedrock geology of the site; the surface geology of the site; the hydrology of the site, including the depth to groundwater; and a table of interpretations of the soils types as prepared by the SCS. The report shall identify any geological hazards and soil conditions that may preclude development of any part of the site or that may require particular design considerations.
 - c. Any radiation hazards shall be identified.

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- (13) A utility report identifying the utility companies that will provide electricity, natural gas, telephone, cable television, etc., to the proposed subdivision. The report shall reference the preliminary plan map which shall show the location of the utility facilities. (Prior code 17.06.260; Ord. 4 §1, 2005)

Sec. 16-6-180. Final subdivision plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a final subdivision plan shall include the information set forth in this Section.
- (b) Final subdivision plat. The applicant shall submit two (2) reproducible Mylar final plats and ~~twenty-five (25)~~ **two (2) print hard copies and one (1) digital copy** of the final plat. The final plat shall be drafted legibly, with black waterproof ink, on sheets of permanent reproducible material, such as Mylar, measuring twenty-four (24) inches by thirty-six (36) inches, with clear margins of two (2) inches on the left side of the plat and one-half (½) inch on the remaining sides. Where multiple sheets are necessary to depict the total filing, the legal description of the subdivision boundary and all certifications and dedications shall be shown on the cover or title sheet, and a key map indicating the location of subsequent sheets of the subdivision shall also be shown on the cover or title sheet. The scale of the final plat shall be one (1) inch equals fifty (50) feet. The final plat shall meet the minimum standards for land survey and subdivision plats as required by state law. All final plats shall clearly and accurately set forth and include the following information in the format prescribed, in addition to any other information required to be shown on the final plat as a condition of the preliminary plan approval:
- (1) The name of the subdivision.
 - (2) The legal description of the boundary of the subdivision.
 - (3) The date of the survey and monumentation of the subdivision, the location and description of the primary control points for the survey, all of the property monumentation on the perimeter boundary of the subdivision, and the basis of bearing of the survey.
 - (4) The definition of the scale of the final plat and an arrow indicating north relative to the basis of bearing used.
 - (5) The names of all streets or roads, block indicators and lot numbers depicted in a manner permitting easy lot identification.
 - (6) A vicinity map at a scale of one (1) inch equals two thousand (2,000) feet, showing the subdivision in relation to section lines and township and range lines.
 - (7) The perimeter boundary and the boundaries of lots, blocks and road rights-of-way shall be drawn in solid black lines; easements or other rights-of-way shall be shown in dashed lines. Each lot shall be numbered with dimensions and area noted. The following standards shall be complied with:
 - a. Perimeter and lot boundaries shall be shown to the nearest one-hundredth (0.01) foot;
 - b. Areas of less than one (1) acre shall be shown to the nearest one (1) square foot, and areas of greater than one (1) acre shall be shown to the nearest one-thousandth (0.001) acre;
 - c. Bearings shall be shown to the nearest second of arc;
 - d. Central angles of all curves shall be shown to the nearest second of arc;
 - e. Curve radii, arc lengths, tangent lengths and other curve data shall be shown to the nearest one hundredth (0.01) foot; and
 - f. Widths and other dimensions of all easements, rights-of-way and roads shall be shown.
 - (8) The location of all irrigation facilities and major drainage channels and facilities shall be shown.

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- (9) The final plat shall include the following certifications and other information as required by law. The Planning Department will provide examples of the certifications.
- a. The names and addresses of all owners of record of the property being subdivided, including the owners of surface and mineral estates, mineral lessees and holders of liens or security interests of record in the property.
 - b. A certificate of dedication and ownership executed by all owners of the property to be subdivided and also signed by all holders of any recorded security interest in the property to be subdivided. Each signature shall be notarized. An indication of the purpose for dedication or reservation of sites other than residential lots shall be included in the certification.
 - c. A surveyor's certificate signed by a registered professional land surveyor licensed by the State.
 - d. An attorney's certificate or title company certificate indicating that all lands shown on the final plat are free and clear of liens, claims or encumbrances of record except as noted.
 - e. The City Council certificate of approval and acceptance.
 - f. The Planning Commission certificate of approval.
 - g. The Public Works Director's certificate of approval.
 - h. Certificates of approval from utility companies serving the property.
- (10) If the subdivision includes condominium units, a separate condominium plat shall be submitted in addition to the final plat. The condominium plat shall be prepared by a professional surveyor licensed by the State and shall be submitted within thirty (30) days of completion of construction of each condominium building. If the condominiums are a conversion of existing structures, the condominium plat shall be submitted with the final plat. The condominium plat shall depict the following information:
- a. Vertical and horizontal location of each air space unit with dimensions and area indicated.
 - b. The relation of individual units to limited and general common elements.
 - c. Designation of any limited common elements reserved for the exclusive use of any individual unit.
 - d. The identification of each condominium unit by number or other symbol, including both the unit and any limited common elements reserved for the unit.
 - e. The location of all exterior and internal load-bearing walls held in common ownership.
 - f. The elevation of each condominium unit in relation to a benchmark established on one (1) of the permanent exterior boundary monuments of the platted subdivision in which the condominium is located, with a statement describing the U.S. government benchmark to which the project benchmark is referenced.
- (11) If a subdivision lot fronts on more than one (1) street, the Public Works Director shall designate the street to be used for access to the lot, and such designation shall be noted on the final plat.
- (c) Supplemental information. ~~Three (3)~~ **Two (2) hard copies and one (1) digital copy** of the final plat supplemental information shall be submitted simultaneously with the final plat. Information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following information.
- (1) Engineering plans, descriptions and cost estimates for streets and roads (including curb and gutter if required, traffic control devices, signage and street lighting), drainage facilities, water distribution lines, sewage collection and treatment facilities, bridges, telephone lines and other telephone equipment,

electric power lines and other electric equipment, natural gas pipes and other natural gas equipment, cable television distribution cables and other equipment, irrigation facilities and any other utilities, public improvements or subdivision improvements that may be required as part of the preliminary or final plan approvals. All plans shall be prepared in accordance with the criteria established in these regulations or by the Public Works Director and shall be marked "Approved for Construction" and signed by an official of the appropriate service authority or utility company or the Public Works Director. All engineering plans shall be prepared and signed by a professional engineer licensed by the State.

- (2) A subdivision improvements agreement with guarantees shall be executed between the subdivider and the City wherein the subdivider shall agree to install drainage structures, fire hydrants, curb and gutter, complete street paving, sidewalks, bicycle paths, culverts and bridges, street lights, street signs and other improvements where required, at the expense of the subdivider, either prior to acceptance of the final plat or within a specified time not later than six (6) months from the start of any phase of the development as approved by the City Council. The subdivision improvements agreement shall also define responsibilities for and describe terms and stipulations relative to provision of water and sewer improvements. The subdivision improvements agreement shall also describe terms and stipulations relative to the transfer of water rights from the subdivider to the City pursuant to this Code.
- (3) Certification of the County Treasurer that all applicable ad valorem taxes have been paid and are not in arrears.
- (4) The subdivision protective covenants.
- (5) Evidence that all services, including water, sewage disposal and street access conform to state and local laws and shall be available to each subdivision lot and condominium unit in a manner permitted by law and the covenants of the subdivision. On double frontage or corner lots, street access shall be designated by the Public Works Director.
- (6) A copy of the Colorado State Land Survey Monument Record forms for any survey corners as required to be filed by state law.
- (7) Condominium declarations (applicable if the subdivision includes condominium units) and/or common interest community documents as required by Article 33.3, Title 38, C.R.S. and including the following:
 - a. A statement defining the character, duration, rights, obligations and limitations of condominium common interest community ownership, including any restrictive covenants affecting individual units;
 - b. A statement of the method by which the proportionate valuation of common elements shall be assessed to individual units; and
 - c. Provisions for creating conditions, restrictions and limitations on time sharing ownership, if applicable.
- (8) Geographical Information Systems (GIS) updates **deliverable** shall be provided by the applicant ~~and include the following:~~
 - a. ~~Final subdivision plat GIS copy (one [1] electronic copy of the final plat). Prior to the City's execution and recordation of a final plat, the applicant shall submit to the GIS Department for review and approval one (1) electronic copy of the final plat. The drawing shall be directly tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP. The file must be submitted in one (1) of the following a formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage).~~

Geographic Information Systems (GIS) Deliverable.

Any project that alters or changes a parcel line boundary (such as a subdivision, vacation or a lot line adjustment) and results in the creation of a plat map, must submit these changes as a digital GIS deliverable.

The GIS Deliverable shall be submitted as a compatible GIS file. Preferred file type shall be specified by the GIS Administrator prior to submittal.

- b. ~~Electronic~~ **Geographic Information System GIS copy Deliverable** of as-built drawings. The applicant shall submit final as-built drawings to the GIS Department prior to the release of the letter of credit or other security securing the public improvements. The applicant must submit the information in electronic form and must be tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP disk. The file must be submitted in one (1) of the following formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage) **as defined in Sec. 16-6-180 (c) (8)**
- c. Final as-built Mylar. The applicant shall submit one (1) copy of the final as-built drawings on Mylar which will be added to the City's permanent record prior to the release of the letter of credit or other security securing the public improvements.
- (9) Evidence that provision has been made for facility sites, easements and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed subdivision. Submission of a letter of agreement between the subdivider and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed subdivision has been made.
- (d) Release or subordination agreement, in a form acceptable to the City Attorney, of any existing encumbrances against those portions of the property dedicated to the public for the use of the public, including but not limited to those dedications for streets, rights-of-way, utilities and other easements, and so forth.
- (e) Land fees. The appropriate fees in lieu of land dedications as prescribed in Section 16-1-90 of this Chapter, or as specified in an applicable subdivision improvements agreement, shall be submitted prior to recording the final plat.
- (f) Monumentation.
 - (1) Permanent monuments on the perimeter boundary of the subdivision must be set before the subdivision plat is recorded. All monuments required by this Chapter or by law must conform to state law regarding monumentation of land surveys.
 - (2) Street and roadway centerline monuments shall also be set at each point of curvature and each point of tangency within thirty (30) days of completion of construction of the road or street. Such monuments shall be five-eighths-inch iron rod or rebar twenty-four (24) inches long solidly embedded in the ground with a durable cap bearing the Colorado registration number of the surveyor responsible for the establishment of the monument. Street monuments shall be located four (4) inches below the finished surface of the roadway. (Prior code 17.06.270; Ord. 23 §5, 2005)

Sec. 16-6-190. Planned unit development preliminary development plan.

A planned unit development preliminary development plan consisting of written and graphic materials shall be submitted simultaneously with the subdivision preliminary plan. The preliminary development plan shall contain all of the information included in Section 16-6-20; all of the information required of subdivision preliminary plans specified in Section 16-6-170; and the following information:

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- (1) A statement of the existing and proposed zoning.
 - (2) A statement describing the planning objectives to be achieved by the PUD and the relationship of the PUD to the Comprehensive Plan.
 - (3) A statement indicating the owner's intentions with respect to future selling or leasing of all or portions of the PUD, including land, dwelling units and nonresidential buildings.
 - (4) A development schedule indicating the estimated timing and phasing of construction activities. The schedule shall include the estimated area allocated for each land use in each phase of development. The total area of common open space provided in any phase of the development shall also be indicated.
 - (5) PUD land use summary statement. In addition to the information included in the land use summary statement provided with a preliminary plan (Section 16-6-170 of this Article), the PUD land use summary statement shall include:
 - a. The proposed maximum residential density for each area of the PUD;
 - b. The maximum area of proposed nonresidential construction;
 - c. The area of open space and the percentage of the open space to the gross site area; and
 - d. The amount of off-street parking for use by residents and guests for residential uses or by employees and customers for business or industrial uses.
 - (6) A statement of the plans or programs that demonstrate the means by which all open space and recreation areas, walkways and private streets are to be maintained.
 - (7) A statement of intent as to the dedication of open space and streets for public use. If streets are to be retained for private ownership and maintenance, an easement shall be provided for access rights by police, fire and other emergency services.
 - (8) PUD site plan. In addition to the site plan requirements of Section 16-6-40 and the preliminary plan requirements of Section 16-6-170 of this Article, a PUD site plan shall include:
 - a. The generalized location and proposed building floor area of all existing and proposed land uses, including maximum heights, types of dwelling units, density, floor area ratios and type of nonresidential uses;
 - b. The location and area of all land to be used for common open space, recreation areas, public parks, school sites or other public uses;
 - c. The existing and proposed pedestrian circulation system, including the relationships with vehicular traffic indicating the proposed treatment at the points of intersection;
 - d. Information and description of the land areas adjacent to the proposed PUD with respect to land uses, zoning and traffic patterns;
 - e. Construction drawings showing proposed cut and fill as applicable to the proposed PUD site plan; and
 - f. Any additional materials, data or studies that may be required by the Planning Commission or the City Council which may include, but are not limited to, fiscal impact assessments, market studies and transportation studies.
 - (9) Applicants shall submit computer-generated three-dimensional imaging and modeling of the constructed PUD as part of the PUD preliminary development plan that accurately represents the bulk and massing of the PUD in the City and compared to neighboring properties.

(10) PUD development standards. As applicable, the following development standards shall be addressed. Development standards materials shall be reviewed by the City for compatibility with its PUD review criteria themes at Section 16-3-640 of this Chapter.

- a. Street, sidewalk and trail specifications, including:
 - 1. Interconnected street and trail network;
 - 2. Perimeter street compatibility with surrounding neighborhood;
 - 3. On-street bike lanes;
 - 4. Separated sidewalks, landscaping strips and street trees;
 - 5. Parking enforcement standards and adequacy of fire lanes for narrow streets;
 - 6. Bulb-outs and pedestrian crossings at intersections.
- b. Residential development standards, including:
 - 1. Housing types/diversity;
 - 2. Accessory uses (live/work, mother-in-law units, etc.);
 - 3. Streetscape diversity (housing styles and variation requirements);
 - 4. Building articulation;
 - 5. Color palette;
 - 6. Exterior trim;
 - 7. Roofs and eaves;
 - 8. Doors and windows;
 - 9. Porches;
 - 10. Decks and railings;
 - 11. Walls and fences;
 - 12. Outbuildings;
 - 13. Exterior lighting (residences, streets, parking lots and trails);
 - 14. Setbacks;
 - 15. Lot sizes;
 - 16. Landscaping.
- c. Commercial development standards, including:
 - 1. Commercial area architecture;
 - 2. Streetscape design (all elements between streets and buildings) and orientation towards pedestrians;
 - 3. Land uses;
 - 4. Off-street parking;
 - 5. Signage;
 - 6. Improvement district (long term maintenance of common areas).

-
- d. Parkland/Open space/schools development standards, including:
 - 1. Total area, design, landscaping and purposes of open space, including identification of passive and active open space;
 - 2. Trail and bike path connections to destinations outside the project;
 - 3. Proximity to residential housing;
 - 4. Environmental sensitivity;
 - 5. Field design;
 - 6. School architecture and com-patibility with surrounding neighborhood. (Prior code 17.06.280; Ord. 36 §6, 2007)

Sec. 16-6-200. Planned unit development final development plan.

When a planned unit development is to be completed in one (1) phase, the subdivision preliminary plan and the PUD final development plan may be combined. If a planned unit development is developed in phases, the final development plan for each phase shall be submitted simultaneously with the final subdivision plan pursuant to Section 16-6-180. In addition to the requirements of Section 16-6-190, ~~five (5)~~ **two (2) hard copies and one (1) digital copy** of the PUD final development plan shall be submitted and shall include:

- (1) A statement with each development phase indicating that the final development plan for a particular phase is in strict conformance to the approved PUD preliminary development plan; and
- (2) A final site plan showing the location, height, floor area ratio, floor area and use of all existing and proposed structures. Building locations may be delineated by building envelopes. All requirements of Section 16-6-190(8) of this Article pertaining to the area encompassed in the final development plan shall also be met.
- (3) Evidence that provision has been made for facility sites, easements and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed PUD subdivision. Submission of a letter of agreement between the PUD applicant and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed PUD subdivision has been made. (Prior code 17.06.290; Ord. 4 §1, 2005)

Sec. 16-6-210. Minor subdivision.

The submittal requirements for minor subdivisions are the same as for subdivision sketch plans (Section 16-6-150) and for a final subdivision plan (Section 16-6-180). (Prior code 17.06.294)

Sec. 16-6-220. Amended plats.

Amended plats are final subdivision plats and shall include all of the items required for final plats as specified in Section 16-6-180(b) of this Article, as well as the information required in the common submittal requirements of Section 16-6-20. Amended plats are not reviewed by the Planning Commission and, consequently, the approval certificate for the Planning Commission is not required on the final plat. (Prior code 17.06.298)

Sec. 16-6-230. Temporary uses.

In addition to the requirements of Section 16-6-20 above, any application for a temporary use permit shall include the following information:

-
- (1) If the applicant is an organization, association, corporation or other such entity, evidence as is necessary to substantiate the existence of such entity;
 - (2) A site plan indicating all proposed temporary sales structures, including a picture of the structure, required off-street parking, existing structures and access;
 - (3) A written description of the proposed business operation, its hours and dates of operation;
 - (4) A parking plan for the entire parcel of land with sufficient data to calculate parking requirements of this Code;
 - (5) A sales tax license, or licenses if the applicant is an association or similar entity;
 - (6) Evidence of Department of Health approval or exemption;
 - (7) A plan to address reasonably anticipated debris or litter problems; and
 - (8) Written permission from the property owner on which the use is to occur. (Ord. 2 §6, 2009)

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
ARTICLE VI OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE
REGARDING APPLICATION SUBMITTAL REQUIREMENTS TO THE
PLANNING DEPARTMENT.

WHEREAS, Article VI of Chapter 16 of the Rifle Municipal Code (the “Code”) regulates the submittal requirements for land use applications to the City of Rifle Planning Department; and

WHEREAS, City staff has recommended updates to the Code to provide an updated process for submitting land use applications to modify the specific requirements of providing an excess number of copies and to modernize the process to include digital submittal requirements; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Article VI of Chapter 16 of the Code accordingly.

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

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

Section 2. Section 16-6-20 of the Rifle Municipal Code, “Common submittal requirements”, is hereby amended as follows, with underlined text added and with ~~strike-through language~~ deleted, as follows:

Sec. 16-6-20. Common submittal requirements.

Unless indicated otherwise in this Chapter or by the Planning Department, ~~three (3) copies~~ one (1) hard copy of the application, with original or digitally verified signature, and one (1) digital copy shall be submitted. Except for text amendment and zoning variance applications, all applications identified in Article V of this Chapter shall include:

... [remaining portion of Section 16-6-20 has no additional changes]

Section 3. Section 16-6-150 of the Rifle Municipal Code, “Subdivision sketch plans”, is hereby amended as follows, with underlined text added and with ~~strike-through language~~ deleted, as follows:

Sec. 16-6-150. Subdivision sketch plans.

- (a) Required information. In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision sketch plan shall include the information set forth in this Section.

- (b) Sketch plan map. ~~Twenty-five (25) copies~~ Two (2) hard copies and one (1) digital copy of a sketch plan map shall contain the following information presented either graphically or as a statement on the map:

... [remaining portion of Section 16-6-150(b) has no additional changes]

- (c) Supplemental information. ~~Three (3) copies~~ Two (2) hard copies and one (1) digital copy of the sketch plan supplemental information shall be submitted as part of the sketch plan application. The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:

... [remaining portion of Section 16-6-150(c) has no additional changes]

Section 4. Section 16-6-170 of the Rifle Municipal Code, “Subdivision preliminary plan”, is hereby amended as follows, with underlined text added and with ~~strike through~~ language deleted, as follows:

Sec. 16-6-170. Subdivision preliminary plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a subdivision preliminary plan shall include the information set forth in this Section.
- (b) Preliminary plan map. The applicant shall submit ~~twenty-five (25)~~ two (2) hard copies and one (1) digital copy of the preliminary plan map as part of the preliminary plan application. The map shall clearly and accurately represent the character of the area of the proposed subdivision, as well as the natural and manmade features on and near the site of the proposed subdivision. The map shall be of sufficient clarity and detail to allow an assessment of the physical design of the proposed subdivision. A poorly drawn or illegible plan is sufficient cause for its rejection. The following technical drawing requirements and information shall be adhered to and included on the preliminary plan map:

... [remaining portion of Section 16-6-170(b) has no additional changes]

- (c) Supplemental preliminary plan information. ~~Three (3)~~ Two (2) hard copies and one (1) digital copy of the preliminary plan supplemental information shall be submitted as part of the preliminary plan application. The information provided pursuant to this Section must contain sufficient detail for reviewers to determine the general adequacy and feasibility of the proposed subdivision. The City and the reviewing agencies shall determine the adequacy of the information provided. The applicant shall be required to submit additional technical information needed by a reviewing agency in order for the agency to complete its review of the proposed subdivision.

All maps and plans shall be submitted at the same scale as the preliminary plan and all proposed lot lines shall be clearly shown on the maps and plans. The supplemental information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following:

... [remaining portion of Section 16-6-170(c) has no additional changes]

Section 5. Section 16-6-180 of the Rifle Municipal Code, “Final subdivision plan”, is hereby amended as follows, with underlined text added and with ~~strike through language~~ deleted, as follows:

Sec. 16-6-180. Final subdivision plan.

- (a) In addition to the common submittal requirements of Section 16-6-20 above, all applications for approval of a final subdivision plan shall include the information set forth in this Section.
- (b) Final subdivision plat. The applicant shall submit two (2) reproducible Mylar final plats and ~~twenty-five (25)~~ two (2) print hard copies and one (1) digital copy of the final plat. The final plat shall be drafted legibly, with black waterproof ink, on sheets of permanent reproducible material, such as Mylar, measuring twenty-four (24) inches by thirty-six (36) inches, with clear margins of two (2) inches on the left side of the plat and one-half (½) inch on the remaining sides. Where multiple sheets are necessary to depict the total filing, the legal description of the subdivision boundary and all certifications and dedications shall be shown on the cover or title sheet, and a key map indicating the location of subsequent sheets of the subdivision shall also be shown on the cover or title sheet. The scale of the final plat shall be one (1) inch equals fifty (50) feet. The final plat shall meet the minimum standards for land survey and subdivision plats as required by state law. All final plats shall clearly and accurately set forth and include the following information in the format prescribed, in addition to any other information required to be shown on the final plat as a condition of the preliminary plan approval:

... [remaining portion of Section 16-6-180(b) has no additional changes]

- (c) Supplemental information. ~~Three (3)~~ Two (2) hard copies and one (1) digital copy of the final plat supplemental information shall be submitted simultaneously with the final plat. Information shall be submitted in the written or graphic format appropriate for the information being submitted and shall include the following information.
 - (1) Engineering plans, descriptions and cost estimates for streets and roads (including curb and gutter if required, traffic control devices, signage and street lighting), drainage facilities, water distribution lines, sewage collection and treatment facilities, bridges, telephone lines and other telephone equipment, electric power lines and other

electric equipment, natural gas pipes and other natural gas equipment, cable television distribution cables and other equipment, irrigation facilities and any other utilities, public improvements or subdivision improvements that may be required as part of the preliminary or final plan approvals. All plans shall be prepared in accordance with the criteria established in these regulations or by the Public Works Director and shall be marked "Approved for Construction" and signed by an official of the appropriate service authority or utility company or the Public Works Director. All engineering plans shall be prepared and signed by a professional engineer licensed by the State.

- (2) A subdivision improvements agreement with guarantees shall be executed between the subdivider and the City wherein the subdivider shall agree to install drainage structures, fire hydrants, curb and gutter, complete street paving, sidewalks, bicycle paths, culverts and bridges, street lights, street signs and other improvements where required, at the expense of the subdivider, either prior to acceptance of the final plat or within a specified time not later than six (6) months from the start of any phase of the development as approved by the City Council. The subdivision improvements agreement shall also define responsibilities for and describe terms and stipulations relative to provision of water and sewer improvements. The subdivision improvements agreement shall also describe terms and stipulations relative to the transfer of water rights from the subdivider to the City pursuant to this Code.
- (3) Certification of the County Treasurer that all applicable ad valorem taxes have been paid and are not in arrears.
- (4) The subdivision protective covenants.
- (5) Evidence that all services, including water, sewage disposal and street access conform to state and local laws and shall be available to each subdivision lot and condominium unit in a manner permitted by law and the covenants of the subdivision. On double frontage or corner lots, street access shall be designated by the Public Works Director.
- (6) A copy of the Colorado State Land Survey Monument Record forms for any survey corners as required to be filed by state law.
- (7) Condominium declarations (applicable if the subdivision includes condominium units) and/or common interest community documents as required by Article 33.3, Title 38, C.R.S, and including the following:
 - a. A statement defining the character, duration, rights, obligations and limitations of condominium common interest community ownership, including any restrictive covenants affecting individual units;
 - b. A statement of the method by which the proportionate valuation of common elements shall be assessed to individual units; and

- c. Provisions for creating conditions, restrictions and limitations on time sharing ownership, if applicable.
- (8) Geographical Information Systems (GIS) updates deliverable shall be provided by the applicant ~~and include the following:~~
 - a. ~~Final subdivision plat GIS copy (one [1] electronic copy of the final plat). Prior to the City's execution and recordation of a final plat, the applicant shall submit to the GIS Department for review and approval one (1) electronic copy of the final plat. The drawing shall be directly tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP . The file must be submitted in one (1) of the following a formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage).~~
 - a. **Geographic Information Systems (GIS) Deliverable.**
Any project that alters or changes a parcel line boundary (such as a subdivision, vacation or a lot line adjustment) and results in the creation of a plat map, must submit these changes as a digital GIS deliverable.

The GIS Deliverable shall be submitted as a compatible GIS file. Preferred file type shall be specified by the GIS Administrator prior to submittal.
 - b. ~~Electronic Geographic Information System GIS copy~~ Deliverable of as-built drawings. The applicant shall submit final as-built drawings to the GIS Department prior to the release of the letter of credit or other security securing the public improvements. The applicant must submit the information in electronic form and must be tied to the current City GIS coordinate system, which has been established in UTM Zone 13. The files may be submitted via e-mail, 3½" floppy diskette, FTP or ZIP disk. The file must be submitted in one (1) of the following a formats: compatible CAD drawing (DWG or DXF), compatible shape file or compatible ESRI file format (e00 or PC ArcInfo coverage) as defined in Sec. 16-6-180 (c) (8).
 - c. Final as-built Mylar. The applicant shall submit one (1) copy of the final as-built drawings on Mylar which will be added to the City's permanent record prior to the release of the letter of credit or other security securing the public improvements.

... [remaining portion of Section 16-6-180(c) has no additional changes]

Section 6. Section 16-6-200 of the Rifle Municipal Code, “Planned unit development final development plan”, is hereby amended as follows, with underlined text added and with ~~strike through language~~ deleted, as follows:

Sec. 16-6-200. Planned unit development final development plan.

When a planned unit development is to be completed in one (1) phase, the subdivision preliminary plan and the PUD final development plan may be combined. If a planned unit development is developed in phases, the final development plan for each phase shall be submitted simultaneously with the final subdivision plan pursuant to Section 16-6-180. In addition to the requirements of Section 16-6-190, ~~five (5)~~ two (2) ~~hard~~ copies ~~and one (1)~~ digital copy of the PUD final development plan shall be submitted and shall include:

... [remaining portion of Section 16-6-200 has no additional changes]

INTRODUCED, on February 5, 2025, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 19, 2025, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.a.

Agenda Item Name:

Consider Approving the Sale of City Property Formally Occupied by the Graham Mesa Water Plant at 1500 Dogwood Drive - Ordinance No. 5 Series of 2025 1st Reading

Presenter:

Patrick Waller, City Manager

Item Description:

Property Sale

Recommended Action:

Move to Approve Ordinance No. 5 Series of 2025, on first reading as presented and order it be published as required by Charter.

Fiscal Impact:

The City has received five offers on the Dogwood property from \$380,000 to \$425,000

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

In October of 2023, Rifle City Council approved a \$750,000 contract for the removal of the old water treatment plant buildings at 1500 Dogwood. The demolition of the buildings on the property have been completed and the property has been graded.

The Comprehensive Plan does not have a designation for the property, however it does state, "The City owns this property and may seek to redevelop it". The western boundary of the property will be encumbered by a 30' easement for a water transmission line that will eventually be abandoned once the Penwell Water Transmission Line project is complete. The 2.14-acre property is zoned Low Density Residential, which allows for minimum lot sizes of 6,000 square feet. Staff's initial analysis of the property shows that the parcel can be subdivided into at least eight lots.

An appraisal was completed for the property that estimated a value of \$380,000.

Executive Summary:

Based on discussion with Council in November of 2024, Staff worked with a local realtor to list the property for sale at the appraisal price. Since that time, the City has received five offers on the property, varying from

\$370,000 to \$425,000. The property was listed with the option to purchase agreement, allowing the city an opportunity to re-purchase the property for the listed price if public improvements are not completed by December 31, 2026.

Offer 1 - \$380,000 Cash

Offer 2 - \$370,000 - \$70,000 loan

Offer 3 - \$385,000 Cash

Offer 4 - \$380,000 Cash

Offer 5 - \$425,000 - \$350,000 Loan

Based on the offers that have been received, Staff recommends that Council move forward with the highest offer of \$425,000, which is included in the packet. This offer has a proposed closing date of March 31, 2025. Both the offer and the counter are included in the packet.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Staff Memo - Graham Mesa Water Treatment Plant - 2.5.25
2. Ordinance No. 5 Dogwood Property Sale
3. Offer 5 Dogwood Drive
4. COUNTERPROPOSAL
5. Easement
6. 20250109-OptionAgreementForm



MEMORANDUM

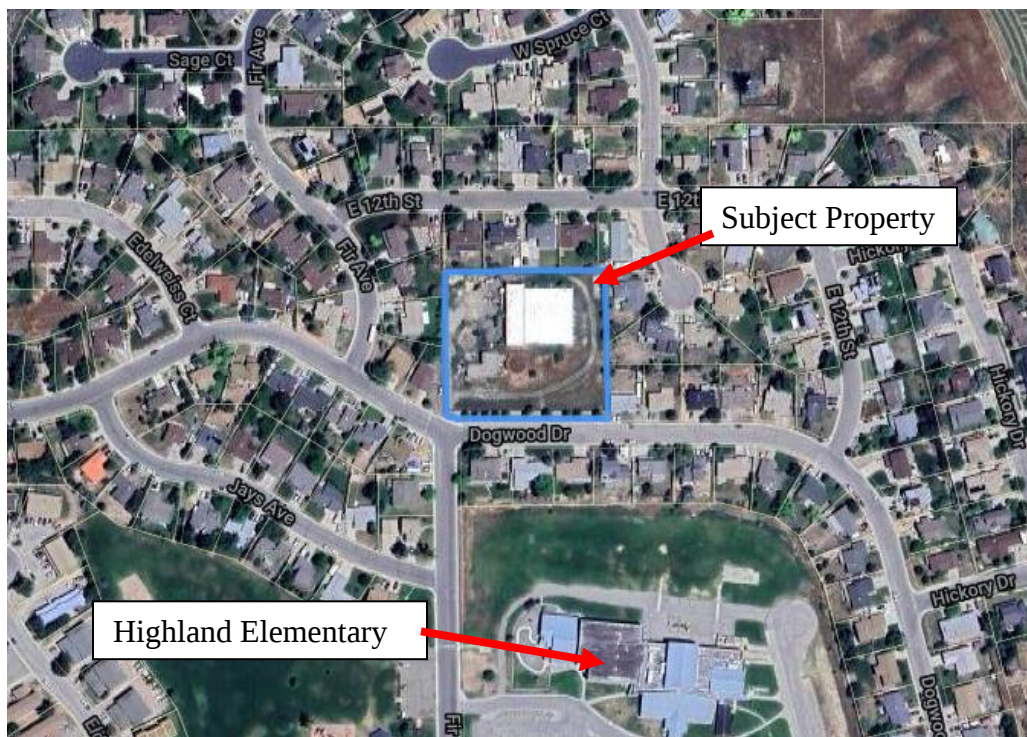
To: Rifle City Council
From: Patrick Waller, City Manager
Date: February 5, 2025
Subject: Graham Mesa Water Plant

BACKGROUND

In October of 2023, Rifle City Council approved a \$750,000 contract for the removal of the old water treatment plant buildings at 1500 Dogwood. The demolition of the buildings on the property have been completed and the property has been graded.

The Comprehensive Plan does not have a designation for the property, however it does state, “The City owns this property and may seek to redevelop it”. The western boundary of the property will be encumbered by a 30’ easement for a water transmission line that will eventually be abandoned once the Penwell Water Transmission Line project is complete. The 2.14-acre property is zoned Low Density Residential, which allows for minimum lot sizes of 6,000 square feet. Staff’s initial analysis of the property shows that the parcel can be subdivided into at least eight lots.

An appraisal was completed for the property that estimated a value of \$380,000.



PROPERTY SALE

Based on discussion with Council in November of 2024, Staff worked with a local realtor to list the property for sale at the appraisal price. Since that time, the City has received five offers on the property, varying from \$370,000 to \$425,000. The property was listed with the option to purchase agreement, allowing the city an opportunity to re-purchase the property for the listed price if public improvements are not completed by December 31, 2026.

- Offer 1 - \$380,000 Cash
- Offer 2 - \$370,000 - \$70,000 loan
- Offer 3 - \$385,000 Cash
- Offer 4 - \$380,000 Cash
- Offer 5 - \$425,000 - \$350,000 Loan

Based on the offers that have been received, Staff recommends that Council move forward with the highest offer of \$425,000, which is included in the packet. This offer has a proposed closing date of March 31, 2025.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 5
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING THE
SALE OF CITY PROPERTY FORMALLY OCCUPIED BY THE GRAHAM
MESA WATER PLANT AT 1500 DOGWOOD DRIVE.

WHEREAS, the City of Rifle (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 the owner of property formally occupied by the Graham Mesa Water Plant that has been decommissioned and demolished located at 1500 Dogwood Drive, Rifle, Colorado 81650 with a Garfield County Assessor Parcel No. 217710300012 (the “Property”) that is not necessary to the governmental functions of the City; and

WHEREAS, Section 13.2 of the Rifle Home Rule Charter requires property used for governmental purposes to only be sold or conveyed by an ordinance passed with an affirmative vote of at least five members of the City Council.

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

1. Recitals. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.
2. Approval of Sale of Property. The City Council, with at least five members voting aye, hereby approves the sale of the Property formally occupied by the Graham Mesa Water Plant located at 1500 Dogwood Drive, Rifle, Colorado 81650 with a Garfield County Assessor Parcel No. 217710300012.
3. Authority of City Manager. The City Council hereby authorizes the City Manager, Patrick Waller, to take all actions necessary to sell the Property.

INTRODUCED, on February 5, 2025, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 19, 2025, passed without amendments, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2022.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Property Professionals
1430A Railroad Ave. Rifle, CO 81650
Paige Haderlie
Broker Associate, GRI
Ph: 970-618-4775

OFFER #5

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 1/30/2025

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. Buyer. Mountain Homes LLC (Buyer) will take title to the Property described below as
☐ Joint Tenants ☐ Tenants In Common ☒ Other TBD prior to closing.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. **Seller.** City of Rifle (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Garfield, Colorado (insert legal description):

Section: 10 Township: 6 Range: 93 TR IN NESW - Exact legal to be confirmed by title company or survey.

known as: 1500 Dogwood Drive, Rifle, CO 81650

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

none

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

none

Buyer ☐ Will ☒ Will Not assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

none

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):

none

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

none

Any deeded water rights will be conveyed by a good and sufficient none deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

none

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

none.

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

none

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

to be installed and paid by Buyer

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

none

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
----------	-----------	-------	------------------

116	1	§ 3	Time of Day Deadline	11:59 PM MST	
117					
118	2	§ 4	Alternative Earnest Money Deadline	2/7/2025	Friday
119					
120			Title		
121	3	§ 8	Record Title Deadline (and Tax Certificate)	2/12/2025	Wednesday
122	4	§ 8	Record Title Objection Deadline	2/19/2025	Wednesday
123					
124	5	§ 8	Off-Record Title Deadline	2/12/2025	Wednesday
125	6	§ 8	Off-Record Title Objection Deadline	2/19/2025	Wednesday
126					
127	7	§ 8	Title Resolution Deadline	2/21/2025	Friday
128	8	§ 8	Third Party Right to Purchase/Approve Deadline		
129					
130			Owners' Association		
131	9	§ 7	Association Documents Deadline		
132					
133	10	§ 7	Association Documents Termination Deadline		
134					
135			Seller's Disclosures		
136	11	§ 10	Seller's Property Disclosure Deadline	2/12/2025	Wednesday
137					
138	12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)		
139					
140			Loan and Credit		
141	13	§ 5	New Loan Application Deadline	2/7/2025	Friday
142	14	§ 5	New Loan Terms Deadline	2/14/2025	Friday
143	15	§ 5	New Loan Availability Deadline	3/21/2025	Friday
144					
145	16	§ 5	Buyer's Credit Information Deadline		
146					
147	17	§ 5	Disapproval of Buyer's Credit Information Deadline		
148					
149	18	§ 5	Existing Loan Deadline		
150	19	§ 5	Existing Loan Termination Deadline		
151					
152	20	§ 5	Loan Transfer Approval Deadline		
153	21	§ 4	Seller or Private Financing Deadline		
154					
155			Appraisal		
156	22	§ 6	Appraisal Deadline	3/7/2025	Friday
157	23	§ 6	Appraisal Objection Deadline	3/11/2025	Tuesday
158					
159	24	§ 6	Appraisal Resolution Deadline	3/14/2025	Friday
160					
161			Survey		
162	25	§ 9	New ILC or New Survey Deadline		
163	26	§ 9	New ILC or New Survey Objection Deadline		
164	27	§ 9	New ILC or New Survey Resolution Deadline		
165					
166			Inspection and Due diligence		
167	28	§ 2	Water Rights Examination Deadline		
168					
169	29	§ 8	Mineral Rights Examination Deadline		
170	30	§ 10	Inspection Termination Deadline	2/14/2025	Friday
171	31	§ 10	Inspection Objection Deadline	2/14/2025	Friday
172					
173	32	§ 10	Inspection Resolution Deadline	2/21/2025	Friday
174					

175	33	§ 10	Property Insurance Termination Deadline	2/21/2025	Friday
176	34	§ 10	Due Diligence Documents Delivery Deadline	2/7/2025	Friday
177	35	§ 10	Due Diligence Documents Objection Deadline	2/28/2025	Friday
178	36	§ 10	Due Diligence Documents Resolution Deadline	3/7/2025	Friday
180	37	§ 10	Environmental Inspection Termination Deadline		
181	38	§ 10	ADA Evaluation Termination Deadline		
182	39	§ 10	Conditional Sale Deadline		
183	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)		
184	41	§ 11	Estoppel Statements Deadline		
185	42	§ 11	Estoppel Statements Termination Deadline		
186			Closing and Possession		
187	43	§ 12	Closing Date	3/31/2025	Monday
188	44	§ 17	Possession Date	upon a successful closing	
189	45	§ 17	Possession Time	upon a successful closing	
190	46	§ 27	Acceptance Deadline Date	2/5/2025	Wednesday
191	47	§ 27	Acceptance Deadline Time		
192	48				
193	49				

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
----------	-----------	------	--------	--------

1	§ 4.1.	Purchase Price	\$ 425,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
3	§ 4.5.	New Loan		\$ 350,000.00
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 65,000.00
10		Total	\$ 425,000.00	\$ 425,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$none (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **Good US Funds**, will be payable to and held by **Commonwealth Title** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

291 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
292 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
293 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

294 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does**
295 ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
296 stated as Cash at Closing in § 4.1.

297
298 **4.5. New Loan.**

299 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller
300 Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan
301 origination fees as required by lender.

302 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and
303 acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan
304 Limitations) or § 30 (Additional Provisions).

305 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of
306 loans: ☒ **Conventional** ☒ **Other** .

307
308 **4.6. Assumption.** (Omitted as inapplicable)

309
310 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

311
312 **TRANSACTION PROVISIONS**

313
314
315 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

316 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by
317 obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if
318 required by such lender, must make an application verifiable by such lender, on or before **New Loan**
319 **Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

320
321 **5.2. New Loan Terms; New Loan Availability.**

322 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this
323 Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed
324 New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are
325 satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under §
326 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in
327 Buyer's sole subjective discretion.

328 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New
329 Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the
330 lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the
331 Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan
332 Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan
333 Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender
334 Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property
335 (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN**
336 **NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE** , except as
337 otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

338
339 **5.3. Credit Information.** (Omitted as inapplicable)

340
341 **5.4. Existing Loan Review.** (Omitted as inapplicable)

342
343 **6. APPRAISAL PROVISIONS.**

344 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
345 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
346 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
347 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
348

350 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective
351 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

352 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
353 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
354 Buyer may, on or before **Appraisal Objection Deadline**:

355 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
356 is terminated; or

357 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
358 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
359 Purchase Price (Lender Verification).

360 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
361 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
362 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
363 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
364 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).
365

366 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
367 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
368 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
369 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
370 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
371 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
372 satisfaction of the Lender Property Requirements is waived in writing by Buyer.
373

374 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
375 timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the
376 appraiser, appraisal management company, lender's agent or all three.
377

378
379 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
380 Common Interest Communities and subject to one or more declarations (Association).

381 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A
382 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.
383 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'
384 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND
385 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND
386 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,
387 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES
388 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY
389 AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND
390 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE
391 PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF
392 THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY
393 WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
394 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ
395 THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
396 THE ASSOCIATION.
397

398 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
399 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
400 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
401 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
402 Documents, regardless of who provides such documents.
403

404 **7.3. Association Documents.** Association documents (Association Documents) consist of the
405 following:

406 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
407

operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**

Title Deadline. Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an

Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is:

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.

(Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller

or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on

or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.6.2.** Property tax bills for the last years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete

but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.6.13.** Other:

Option to Purchase and easement documentation that is to be recorded at closing

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any. Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property. The hour and place of Closing will be as designated by **Buyer and Seller individually**.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND

WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and

general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other**

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and

communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [eContracts Software](#).

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** 2.5% of the Purchase Price or \$ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or \$ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or \$ by a separate agreement between Buyer's brokerage firm and

Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

Buyer shall be allowed to enter property to properly complete due diligence, including but not limited to, land survey, geo tech test, review of infrastructure

Seller agrees to meet with Buyer to determine number of lots permitted to be platted, according to city codes.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

Signatures

Buyer: **Mountain Homes LLC**
By: Ami Flynn, Partner Date: **1/30/2025**

Buyer: **Mountain Homes LLC**
By: Patrick Flynn, Partner Date: **1/30/2025**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

FOR REVIEW ONLY Date: _____

Seller: **City of Rifle**
By: Patrick Waller, City Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☒ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Property Professionals**

Brokerage Firm's License #: **EC.100080620**



Date: **1/30/2025**

Broker's Name: **Paige Haderlie**

Broker's License #: **ER.040043498**

Address: **1430A Railroad Ave. Rifle, CO 81650**

Phone No.: **970-618-4775**

Fax No.:

Email Address: **paige@paigehaderlie.com**

B. Broker Working with Seller

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ Seller ☐ Buyer ☐ Other .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Property Professionals**

Brokerage Firm's License #: **EC.100080620**

Broker:



Date: **1/30/2025**

Broker's License #: **ER.040043498**

Address: **1430A Railroad Ave. Rifle, CO 81650**

Phone No.: **970-625-2255**

Fax No.:

Email Address: **paige@paigehaderlie.com**

CBS4-8-24. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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Property Professionals
1430A Railroad Ave. Rifle, CO 81650
Paige Haderlie Broker Associate, GRI
Ph: 970-618-4775

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: 1/31/2025

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated 1/30/2025 (Contract) between **City of Rifle** (Seller) and **Mountain Homes LLC** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **Garfield**, Colorado (insert legal description):
Section: 10 Township: 6 Range: 93 TR IN NESW - Exact legal to be confirmed by title company or survey.
known as: **1500 Dogwood Drive, Rifle, CO 81650** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [Omitted as inapplicable]

3. § 4. PURCHASE PRICE AND TERMS. [Omitted as inapplicable]

4. ATTACHMENTS. The following are a part of this Counterproposal:
Pipeline Easement stamped preliminary and dated December 5, 2024 to be finalized and recorded at or before closing.

Option to Purchase to be finalized and signed at closing.

Note: The following documents have been provided but are **not** a part of this Counterproposal:

5. OTHER CHANGES.

Section 9.1: Buyer may order and pay for survey of Buyer's choice. Seller shall not be obligated to pay. Seller will provide the pipeline easement to Buyer for review and approval. Buyer may terminate if not satisfactory, in Buyer's sole discretion.

Buyer will be responsible for all expenses incurred as part of their due diligence.

Seller makes no claims and has no knowledge of true and real costs concerning any future infrastructure that may be incurred after closing by Buyer. Buyer is advised to obtain quotes prior to closing.

Property is currently not subject to property taxation as it is owned by a municipality. Buyer is advised to talk to Garfield County directly to determine any future property tax liabilities.

27

6. **ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before February 3, 2025 12:00 NOON MT.

Date

Time

29

30

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

31

Date: _____

32

Seller: **City of Rifle**
By: Patrick Waller, City Manager

33

34

Seller: _____ Date: _____

35

36

Date: _____

37

Buyer: **Mountain Homes LLC**
By: Ami Flynn, Partner

38

Date: _____

39

Buyer: **Mountain Homes LLC**
By: Patrick Flynn, Partner

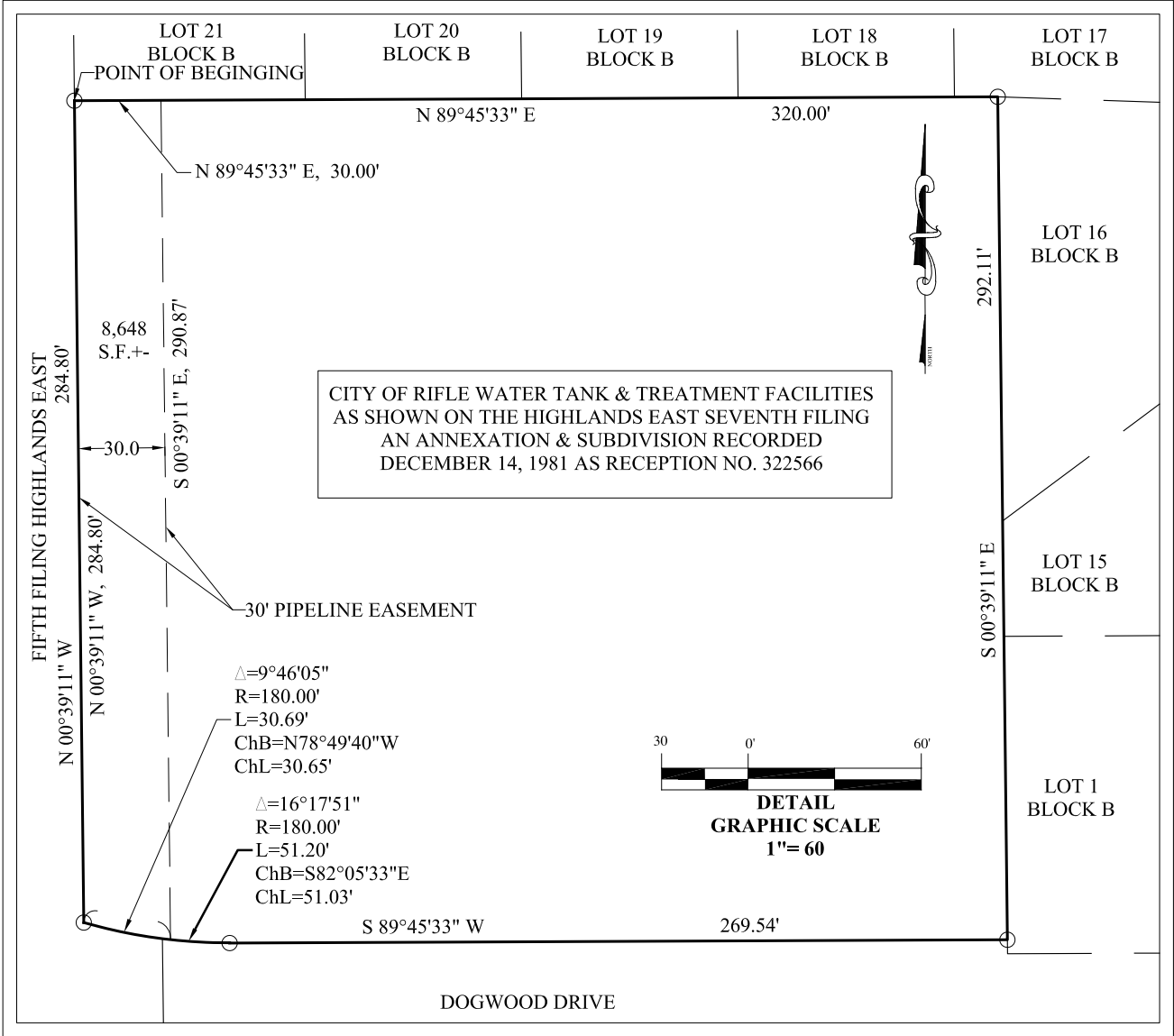
40

Note: When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.

CP40-8-24. COUNTERPROPOSAL

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PIPELINE EASEMENT



SURVEYOR'S STATEMENT

I, TRAVIS J. KAISER, A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED FOR THE CITY OF RIFLE, ON THIS DATE, DECEMBER 5, 2024, BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

PRELIMINARY

FOR REVIEW

TRAVIS J. KAISER, 12/05/2024
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.

EASEMENT DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE CITY OF RIFLE WATER TANK & WATER TREATMENT FACILITIES PARCEL AS SHOWN ON THE HIGHLANDS EAST SEVENTH FILING AN ANNEXATION & SUBDIVISION RECORDED DECEMBER 14, 1981 AS RECEPTION NO. 322566, THE POINT OF BEGINNING. THENCE N89°45'33"E A DISTANCE OF 30.00 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE LEAVING SAID NORTH LINE S00°39'11"E A DISTANCE OF 290.87 FEET TO THE NORTH RIGHT-OF-WAY OF DOGWOOD DRIVE; THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 30.69 FEET WITH A RADIUS OF 180.00 FEET, THE CHORD OF WHICH BEARS N78°49'40"W A DISTANCE OF 30.65 FEET; THENCE LEAVING SAID RIGHT OF WAY AND FOLLOWING THE WEST BOUNDARY OF SAID HIGHLANDS EAST SUBDIVISION N00°36'11"W A DISTANCE OF 290.87 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 8,648 S.F. ±.

Drake Consulting, Inc. Land Surveying PO Box 709 Rifle, CO 81650 Phone 970-987-1389 www.DrakeConsulting.CO		Drawn By:	NO.	Date	Revision	By	CITY OF RIFLE PIPELINE EASEMENT SEC. 10 T-6-S, R-93-W C. O. R. W. T & T. PARCEL HIGHLANDS EAST SUB. FILING 7	Project NO.
		TJK						15001-OWT
		Checked By:						
		TJK						
		Date:						
		DECEMBER 5, 2024						1 OF 1
		Computer File:						
		CAD/15/01/OWT						

OPTION AGREEMENT

This Option Agreement is entered into as of this ____ day of _____, 2025, by and between the CITY OF RIFLE, COLORADO (the "Seller") whose address is P.O. Box 1908, Rifle, CO 81650 and _____, whose address is _____ (the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller and the Buyer have entered into that certain Contract to Buy and Sell Real Estate (the "Land Contract") under which Seller agreed to sell, and Buyer agreed to buy, certain real property described on Exhibit A attached hereto and incorporated herein by this reference with an address of 1500 Dogwood, Rifle, CO 81650 (hereinafter the "Property"); and

WHEREAS, the Seller and the Buyer have, on even date herewith, closed the sale of the Property for the development of approximately [REDACTED] single family residential lots; and

WHEREAS, the original purchase price for the Property is \$_____; and

WHEREAS, as part of the consideration to induce the parties to enter into the Land Contract and to close such transaction, the parties agreed to enter into an Option Agreement in a mutually acceptable form; and

WHEREAS, the parties have agreed upon the form for the Option Agreement and now wish to reduce their agreements with respect to the Option Agreement to writing.

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

1. Seller's Right to Repurchase. At any time during the Option Period as defined below, Seller shall have a right to repurchase, and Buyer shall be obligated to sell, the Property free of all liens and encumbrances (other than those approved by Buyer at the time of purchase), at the original purchase price paid to Seller by Buyer (which is \$_____), unless the following condition is satisfied before the beginning of the Option Period:

All public improvements to serve the residential lots on the Property are constructed, approved and accepted by the City.

2. Option Period. Unless the condition in Paragraph 1 is first met prior to the commencement of the Option Period, the Option Period shall begin on January 1, 2027 and end on December 31, 2028.

3. Seller's Notice of Exercise of Option. If Seller decides to exercise its right to repurchase as herein provided, Seller shall provide Buyer with written notice during the Option

Period of its intent to do so. Seller shall then repurchase the Property at the original purchase price paid by Buyer to Seller within thirty (30) days of the date of such notice with the time and place of closing designated by Seller. Buyer shall convey merchantable title by a good and sufficient special warranty deed, at such time free and clear of all taxes and encumbrances except those that existed upon the original closing. If title is not merchantable prior to the repurchase closing, the purchase price paid by Seller to Buyer shall be reduced accordingly. Taxes, as determined by the current levy and assessment, and all pre-paid items shall be apportioned to the date of the repurchase closing when the deed and possession of the Property shall be delivered to Seller.

4. Restriction on Sale Prior to Option Period. Buyer agrees not to sell, transfer, convey or assign any of its right, title, or interest in the Property prior to the beginning of the Option Period unless Buyer first offers Seller the opportunity to repurchase the Property free of all liens and encumbrances (other than those approved by Buyer at the time of purchase) at the original purchase price paid by Buyer to Seller (as set forth in Paragraph (1), above). Any such offer to Seller shall be in writing, shall remain open for thirty (30) days, and shall be deemed rejected unless accepted in writing within that time period. Buyer shall not promise to sell, transfer, convey, or assign his right, title, or interest in the Property to any third party while the offer to Seller is pending, unless such offer to a third party is expressly contingent upon Seller's prior unilateral rejection of the offer to Seller.

5. Automatic Termination. If both of the two (2) conditions set forth in Paragraphs 1(a) and 1(b) above are met before the beginning of the Option Period, then this Option Agreement shall be deemed to have terminated in its entirety, Seller shall have no further rights to repurchase the Property by virtue of this Option Agreement, and Buyer shall be free to sell, transfer, convey or assign any or all of his interests in the Property to anyone without further obligation to first offer Seller the opportunity to repurchase the Property. This Option Agreement shall, in any event, terminate and be of no further force and effect thirty-one days after the expiration of the Option Period.

6. Governing Law/Attorney Fees. This Option Agreement shall be governed under the laws of the State of Colorado. In the event a civil action is filed regarding the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.

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

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

To Buyer:

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

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

IN WITNESS WHEREOF, the parties have executed this Option Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

By _____
Patrick Waller, City Manager

ATTEST:

City Clerk

BUYER

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by
_____, _____ of _____.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

Legal Description



Agenda Item #7.b.

Agenda Item Name:

Consider Awarding the Contract for the Second Pond Inlet to Johnson Construction

Presenter:

Iris Trevisano, Procurement and Grant Reporting Manager
Jared Emmert, Utilities Director

Item Description:

Bid Award

Recommended Action:

Move to Award the Second Pond Inlet Project to Johnson Construction in the amount of \$1,700,000

Fiscal Impact:

The project was budgeted for 2025, and is part of pond improvements which are part of the capital plan for 2025. However the recommended bid (which is the lowest of the two bids) is over budget. After intake issues this past spring, timing is pressing and construction is necessary this winter.

Operational Impact:

The original location of the inlet that was installed in 2006 was a good location, but river morphology has changed in the last 18 years and the current location is problematic.

Prior Board Motions:

On August 21, 2024 City Council awarded the design for the Second Pond Inlet to JVA.

Background Information:

The water plant's inlet must be relocated due to changes in river morphology over the past 18 years, which have made the current location problematic. This runoff season, an accumulation of debris caused a complete blockage of the inlet structure, putting the plant's water supply at risk. We were close to running out of water—within 1-2 days—even with backup pumps, which frequently clogged and required downtime.

Executive Summary:

An RFP was published on December 13, 2024 seeking proposals from qualified firms for the construction of a Second Pond Inlet for the Rifle Regional Water Purification Plant. With a scope of work that consist of a new cast in place inlet structure, with a tie-in to an existing bypass line, as well as improvements to the existing bypass line. At the Mandatory Pre-Bid meeting 15 vendors attended. At the closing of the bid two bids were submitted and the lowest qualified bid was Johnson Construction for \$1,700,000.

Contract, Bid Set and Bid Results can be found here - www.RifleCO.org/PacketAddendums

Notification Requirements:

None

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. Rifle 2nd Pond Inlet Memo
2. 241148 - Rifle 2nd Pond Inlet - Purchase Request Johnson con



City of Rifle, Colorado
Utility Department

To: Iris Trevisano, Procurement and Grant Reporting Manager
Cc: Patrick Waller, City Manager
Scott Rust, Finance Director
From: Jared Emmert, Utilities Director
Date: January 29, 2025
Re: Second Pond Inlet Construction Bid Recommendation

The following memo is to recommend Johnson Construction, Inc., for construction services for the water treatment plant's new pond inlet.

Bids were solicited through a formal competitive bidding process. All bidders were deemed to be qualified, so the lowest bidder was the lowest qualified bidder. The bid results are shown below. Johnson Construction, Inc. is the lowest qualified bidder.

Engineer's Estimate	Johnson Construction, Inc.	Myers & Sons Construction, LLC
\$1,298,011	\$1,700,000	\$2,010,000

The lowest qualified bid is not within the 2025 budgeted amount for construction. The budgeted amount was \$1,500,000. However, it is important to build a new inlet to ensure there are no interruptions to the city's water supply. It is therefore recommended to award construction services to Johnson Construction, Inc. in the amount of \$1,700,000.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #7.c.

Agenda Item Name:

Consider Purchase of Toro Workman HDX Utility Vehicle

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Consider the purchase of Toro Workman HDX.

Recommended Action:

Move to approve the purchase of the Toro Workman HDX in the amount of \$38,384.95 from LL Johnson Distributing Company.

Fiscal Impact:

We budgeted \$40,000.00 in the 2025.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The Parks Department seeks approval to purchase a Toro Workman HDX utility vehicle to improve operational efficiency and support maintenance tasks. We currently own one Workman HDX, and its compatibility with existing attachments makes this purchase both cost-effective and versatile. The Workman HDX offers superior towing and bed weight capacities, enabling staff to complete essential tasks such as material transport, field maintenance, and facility upkeep. Adding a second unit will reduce downtime and increase productivity by allowing multiple projects to be completed simultaneously.

This investment aligns with our commitment to operational efficiency, equipment standardization, and resource optimization. It will streamline daily maintenance activities and ensure our team has the necessary tools to maintain parks and facilities effectively.

In accordance with Section 4-3-50 (Cooperative Purchasing through Sourcewell – LL Johnson #031121-TTC), the department has sourced a Toro Workman HDX-2WD (Kubota Gas) at a cooperative purchase agreement price of \$38,384.95.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. HDX Cart quote 1-22-25
2. Toro Workman Memo 1.29.25
3. Toro Workman PO Request 1.29.25
4. Award Memo Procurement-Toro Workman



4700 Holly Street
 Denver, CO 80216
 Mobile: 720-908-0944
 Office: 303-394-6684



Count on it.

Customer: City of Rifle Parks			<u>Account #</u>	<u>Ship #</u>	
Contact Name: Austin Rickstrew			160107	*03	
Quote Date: 1/22/2025			<u>PO#</u>	<u>Net 30</u>	
Sourcewell Account #					
Qty	Model Number	Description	Current 2025 MSRP	Pricing EACH	2025 Sourcewell Price
1	07384	Workman HDX - 2WD (Kubota Gas)	\$42,390.00	\$33,064.20	\$33,064.20
1	07372	Canopy	\$1,039.00	\$810.42	\$810.42
1	07373	Folding Windshield	\$436.00	\$340.08	\$340.08
1	145-2296	HD Series Signal Light Kit	\$265.79	\$207.32	\$207.32
1	07316	High Flow Hydraulics Kit	\$2,944.00	\$2,296.32	\$2,296.32
1	117-4831	2 Inch Receiver Hitch Kit	\$243.94	\$190.27	\$190.27
1	Setup and Delivery Fee	Turf Setup and Delivery Fee		\$ 1,476.34	\$ 1,476.34
BUD-CAP Budgetary allowance for increase *see note below*					
			Sub Total	\$ 38,384.95	\$ 38,384.95
			2025 Est. Increase	Estimated Avail 2025	
			BUDGET TOTAL		\$ 38,384.95

GRAND TOTAL	\$ 38,384.95
--------------------	---------------------

I am pleased to present our current pricing information for the Toro Commercial products that you are interested in. These prices are from our current pricing structure available to all of our tax supported accounts using the **Sourcewell (#031121-TTC)**. The Service Fee listed above covers freight, set-up and delivery charges. The **SOURCEWELL** Contract uses the same discount structure as OMNIA (#2023261), Sourcewell (#031121-TTC) and GovMVMt (#C-2023-000000067) MAPO (Contract # 2023261)

* All Toro equipment comes with a two year or 1,500 hour warranty

* Please note that due to unexpected issues in our supply chain, we are experiencing so extreme delays in certain product categories.

*** If paying with a credit card, please add a 2% processing fee.**

*** The price includes all set up and delivery.**

Please feel free to call me with any questions.

Sincerely,

Tyrel Muheim

Western Territory Manager



Memo

To: Iris Trevisano, Procurement and Grant Manager

CC: Patrick Waller, City Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: January 29, 2025

Re: Sourcewell – Request for Purchase of Toro Workman
HDX

Iris,

I am requesting approval to purchase a new Toro Workman HDX as budgeted for 2025. This equipment is essential for maintaining the efficiency and quality of our parks and facilities maintenance operations.

After evaluating available options, I recommend purchasing the Toro Workman HDX from LL Johnson Distributing Company through Sourcewell for \$38,384.95. Sourcewell's cooperative purchasing program ensures competitive pricing and compliance with procurement policies. LL Johnson Distributing has proven to be a reliable vendor for our department. A total of \$40,000 was budgeted for this purchase.

Please let me know if you need additional details or documentation to proceed with this purchase.

Thank you,



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650

WWW.RIFLECO.ORG

(970) 665-6578 • ARICKSTREW@RIFLECO.ORG



9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

Memo

To: Rifle City Council
CC: Patrick Waller, City Manager, Scott Rust Finance Director, Austin Rickstrew
Parks & Recreation Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: February 5, 2025
Subject: Recommending the purchase of Toro Workman HDX

Background

The Parks and Recreation Department has budgeted \$40,000 in the 2025 budget to purchase a Toro Workman HDX. This will be the second Toro Workman that we will be adding to the fleet.

Procurement

In accordance with Section 4-3-50, **Cooperative Purchasing through Sourcewell – LL Johnson (#031121-TTC)**, the department has sourced a Toro Workman HDX- 2WD (Kubota Gas) under a cooperative purchase agreement price of **\$38,384.95**

Staff Recommendation

Staff recommends the approval of the purchase of a Toro Workman HDX through LL Johnson

Iris Trevisano
Procurement and Grant Reporting Manager



Agenda Item #7.d.

Agenda Item Name:

Consider Purchase of Medium Duty Snowplow Flatbed Truck for Parks and Recreation

Presenter:

Iris Trevisano, Procurement and Grant Reporting Manager
Austin Rickstrew, Parks & Recreation Director

Item Description:

Vehicle Purchase

Recommended Action:

Motion to approve the purchase of a 2024 Ford F350 Truck upfitted with Flatbed and snowplow in the amount of \$78,509.18

Fiscal Impact:

A 1-ton truck and flatbed was budgeted for \$78,000 in the 2025 budget.

Operational Impact:

The ability to respond quickly and with confidence to most snowfall events plus this truck provides the flexibility of use throughout the year for hauling and towing tasks.

Prior Board Motions:

None

Background Information:

This vehicle is essential for maintaining the efficiency and quality of our parks maintenance operations.

Executive Summary:

Parks and Recreation has budgeted for a 1-ton truck with a flatbed for 2025, with an additional budget line item for a snowplow. Under Section 4-3-50, Cooperative Purchasing through TIPS Contract (#240901) – Phil Long Ford of Denver, we have sourced a 2024 F-350 4X4 Chassis Cab with a 9'4" flatbed (SRB rub rails, OEM camera, mini light bar, headache rack) and a Boss 7'6" straight blade plow with wings.

This vehicle is essential to Parks operations, particularly for maintaining park facilities and ensuring efficient snow removal during winter. The addition of a flatbed will also improve hauling capacity, enhancing our ability to transport materials and equipment more efficiently.

Staff recommends approval of the purchase of this vehicle package for \$78,509 from Phil Long Ford.

Notification Requirements:

None

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. F350 Platform Plow Quote
2. 1-Ton Truck Memo 1.29.25
3. Award Memo Procurement-F350 Flatbed & Snow plow 2025
4. Purchase Request F350



Quote 193545
 Date January 30, 2025

TO: City of Rifle
Attn: Iris Trevisano
 F350 Platform Chassis with Plow
 TIPS Contract #240901

Contact:
 Cole Green
 303.504.9403
chgreen@phillong.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2024 F350 4x4 Chassis Cab 145"Wheelbase Oxford White	52389.70	\$52,389.70
1	Boss 7'6" Straight Blade Plow with wings	13554.20	\$13,554.20
1	Skirted 9'4" Flatboed SRB Rub Rails, OEM Camera, Mini Light Bar Headache Rack, wiring, labor	12565.28	\$12,565.28
	Please see windowsticker and Quotes for details.		
	TIPS Contract Discount included.		
Additional Information: Net 30: ACH or check payment ; please contact Becky Christensen			78,509.18
if need further payment details, bchristensen@phillong.com, 303.904.5765			D&H Fee
Please contact Cole for any questions.			
			\$78,509.18

Remit Payment to:
Phil Long Ford of Denver
7887 W. Tufts Ave, Littleton, CO 80123

THANK YOU FOR YOUR BUSINESS!

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+ Cleaner

D

Smog Rating (tailpipe only)

A+ Cleaner

B

D

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions

CALIFORNIA
AIR RESOURCES BOARD

RE F23879

EXTERIOR OXFORD WHITE

INTERIOR MEDIUM DARK SLATE CLOTH

VEHICLE DESCRIPTION

SUPER DUTY

2024 F350 SRW 4X4 REG CHAS XL 146" WB CHASSIS CAB 7.3L DEVCY NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

HEADLAMPS - AUTOLAMP (ON/OFF)

HEADLAMPS -WIPER ACTIVATED

MIRRORS - HTD, PWR GLASS/ MANUAL FOLD/TURN SIGNALS

ROOF CLEARANCE LIGHTS

TOW HOOKS

TRAILER BRAKE CONTROLLER

TRAILER SWAY CONTROL

TRAILER TOW WIRE HARNESS

WIPERS - INTERMITTENT

INTERIOR

4.2" PRODUCTIVITY SCREEN

AIR COND. MANUAL FRONT

BLACK VINYL FLOOR COVERING

OUTSIDE TEMP DISPLAY

PARTICULATE AIR FILTER

POWER LOCKS AND WINDOWS

STEERING-TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

UPFITTER SWITCHES

FUNCTIONAL

4-WHEEL ANTILOCK BRAKE SYS

FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM

HILL START ASSIST

JEWEL EFFECT HEADLAMPS

MANUAL LOCKING HUBS

REMOTE KEYLESS ENTRY

STABILIZER BAR, FRONT/REAR

SYNC®4 W/8" SCREEN

SAFETY/SECURITY

ADVANCETRAC™ WITH RSC®

AIRBAGS - SAFETY CANOPY®

BELT-MINDER CHIME

DRIVER/PASSENGER AIR BAGS

SECURILOCK® ANTI-THEFT SYS

SOS POST-CRASH ALERT SYS™

WARRANTY

3YR/36,000 BUMPER / BUMPER

5YR/60,000 POWERTRAIN

5YR/100,000 DIESEL ENGINE

PRICE INFORMATION

BASE PRICE \$51,665.00

TOTAL OPTIONS/OTHER 350.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 52,015.00

1,996.00

47 YEARS BUILT TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass® Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

*Based on 1977-2023 CY total sales.

**FordPass Connect (optional on select vehicles). The FordPass App and complimentary Connected Service are required for remote features (see FordPass App for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service includes Wi-Fi hotspot.

1FDRF3FN2REF23879

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.630A

10-SPEED AUTO TORQSHIFT

4.30 ELECTRONIC-LOCKING AXLE

FRONT LICENSE PLATE BRACKET

10900# GWMR PASSIONS

50 STATE EMISSIONS

SNOW PLOW PREP PACKAGE

250 AMP ALTERNATOR

CLOTH 40/20/40 SEAT

NO CHARGE

NO CHARGE

NO CHARGE

NO CHARGE

NO CHARGE

250.00

100.00

PRICE INFORMATION

BASE PRICE \$51,665.00

TOTAL OPTIONS/OTHER 350.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 52,015.00

1,996.00

TOTAL MSRP \$54,010.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

RH281 N RB 2X 430 002258 08 28 24

RAMP ONE

RU08

RAMP TWO

RAIL

ITEM #

56-C01G O/T 5B

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



Vogel Sales Inc

7080 Eudora Dr
Commerce City, CO 80022-1814

(303) 287-5732
sales@vsitrucks.com

Dealer # 41249

Quote
19544
January 30, 2025

2024 Ford F-350 Super Duty
VIN: 1FDRF3FN2REF23879

Phil Long Ford of Denver**
7887 W Tufts Ave
Denver, CO 80123-2412
(303) 881-0875
chgreen@phillong.com

Name	QTY/HRS	Price
Fabrication	10	Labor
LABOR TO INSTALL SKIRTED FLATEBED		
Fabrication	1	Labor
LABOR TO INSTALL OEM CAMERA		
Fabrication	5	Labor
LABOR TO INSTALL MINI LIGHT BAR ON TOP OF HEADACHE RACK		
INSTALL KIT	1	Part
INSTALL KIT		
TSA/SYWMICROBP-AC	1	Part
16 INCH ROOF MOUNT STROBE AMBER/AMBER-CLEAR		
QUOTE** CM SK 9'4" SRW	1	Part
CM SK 9'4" SKIRTED FLATBED SRW RUB RAILS & ST		
WS, FUEL FILL CHECK	1	Subtotal
LC	1	Labor
\$70.00 - Weigh vehicle and check fuel fill if necessary		
WS	1	Part
Weight slip		
FUEL FILL CHECK	1	Part
Check fuel fill		
FORD FAST FLASH	1	Subtotal
LC	1	Labor
\$350.00 - REPROGRAM BCM FOR LED LIGHTS		

Parts
Labor
Sales Tax (0%)
Shop Supply (4.75%)
\$0.00

Total **\$12565.28**

DUE UPON RECEIPT

Any warranty on the item(s) sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchant-ability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

No parts or labor warranty when used parts are installed.

Customer Signature

Quote

Page 1 of 1
Page 234 of 258



Vogel Sales Inc

7080 Eudora Dr
Commerce City, CO 80022-1814

(303) 287-5732
sales@vsitrucks.com

Dealer # 41249

Quote
19545
January 30, 2025

2024 Ford F-350 Super Duty

VIN: 1FDRF3FN2REF23879

Phil Long Ford of Denver**

7887 W Tufts Ave
Denver, CO 80123-2412

(303) 881-0875
chggreen@phillong.com

Name	QTY/HRS	Price
Fabrication	8	Labor
LABOR TO INSTALL PLOW		
BOSS 7'-6" STRAIGHT BALDE PLOW WITH WINGS		
BOSS STB03166		
BLADE CRATE (SNOWPLOW),7-6,SPR STEEL		
STB		
BOSS STB15020B		
PLOW BOX, RT3-STR, SH2 SUPER,STB		
BOSSLTA10200		
UC/RT3,FORD F250/350/450/550,17+		
BOSSSTB09602		
CONTROL-HANDHELD,STB,12V		
BOSSMSC25012		
KIT-WIRING,RT3 SH2,12V,FORD		
F250-600,23+	1	Part
*** BOSS PLOW WINGS ***		

Parts
Labor
Sales Tax (0%)
Shop Supply (4.75%)
\$0.00

Total **\$13554.20**

DUE UPON RECEIPT

Any warranty on the item(s) sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchant-ability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

No parts or labor warranty when used parts are installed.

Customer Signature

Quote



Memo

To: Iris Trevisano, Procurement and Grant Manager

CC: Patrick Waller, City Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: January 29, 2025

Re: Purchase of a 1-Ton Truck with Plow and Flatbed

Iris,

I am requesting approval to purchase a new 1-Ton Truck as budgeted for 2025. This vehicle is essential for maintaining the efficiency and quality of our parks maintenance operations.

A total of \$78,000 was budgeted for this purchase. This vehicle is essential for our operations, particularly in maintaining park facilities and ensuring efficient snow removal during winter. Adding a flatbed will also improve hauling capacity, enhancing our ability to transport materials and equipment more efficiently.

I am recommending approval to purchase 2024 F350 for \$78,509.18 from Phil Long Ford. The cost savings from other vehicles being purchased this year will cover the overage of \$509.18

Please let me know if you need additional details or documentation to proceed with this purchase.

Thank you,



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650

WWW.RIFLECO.ORG

(970) 665-6578 • ARICKSTREW@RIFLECO.ORG

Memo

To: Rifle City Council
CC: Patrick Waller, City Manager, Scott Rust Finance Director, Austin Rickstrew
Parks And Recreation Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: February 5, 2025
Subject: Recommending the purchase of Ford F350 upfitted with Flatbed and snowplow

Background

The Parks and Recreation Department budgeted \$78,000 for a 1-ton truck with a flatbed, along with an additional budgeted line item for a snowplow upfit.

Procurement

Under **Section 4-3-50, Cooperative Purchasing through TIPS Contract (#240901) – Phil Long Ford of Denver** we have sourced this vehicle package at a **cooperative purchase agreement price of \$78,509**. The package includes:

- 2024 F350 4X4 CHASSIS CAB 145" wheelbase
- Boss 7'6" Straight Blade Plow with wings
- Skirted 9'4" Flatbed SRB Rub Rails, OEM Camera, Mini Light Bar, Headache Rack, Wiring

The F-350 chassis is currently available and in stock. If approved, the vehicle can be upfitted and delivered within a week.

Staff Recommendation

Staff recommends approval of the purchase of a Ford F-350, upfitted with a flatbed and snowplow, from Phil Long Ford of Denver for \$78,509

Iris Trevisano

Procurement and Grant Reporting Manager



9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #8.a.

Agenda Item Name:

Report to City Manager

Presenter:

Patrick Waller, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager
1/31/2025

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 2024 December Traveler Forecast Report
2. 02.05.2025 Report to City Manager



Garfield County Traveler Program



2024 Traveler Actual and Forecasted Service and Cost Monitoring Report



2024 Traveler Actual and Forecasted Service and Cost Monitoring Report

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December 2024 Summary

This is intended to be a Traveler year-to-date Actual and Forecasted Service and Cost monitoring report for the 2024 year. The forecast includes preliminary December costs and passenger, loaded miles, and loaded minutes.

This report includes year-to-date data for the month of **December** 2024, so the numbers may change as final year end costs are finalized. However, based on the year's data, a number of observations can be made, as follows:

1. **2024 One-Way Passenger Trips Forecast:** When year-to-date actuals thru December's one-way passenger trips are approximately **4% less** than the total one-way passenger trips forecast that was budgeted in the 2024 7-Party MOU.
2. **2024 Loaded Miles Forecast:** Similarly, at year end, actual Loaded Miles are approximately **15% less** than the forecast that was used to budget in the 2024 7-Party MOU.
3. **2024 Loaded Minutes Forecast:** At year end, actual 2024 Loaded Minutes are approximately **11% less** than the forecast that was used to budget in the 2024 7-Party MOU.
4. **Total 2024 Traveler Cost Forecast:** As of preliminary **December** 2024, the year-end forecast for actual costs is approximately **\$27,835** under budget. However, one-way passenger trips, loaded miles, and loaded hours are being redistributed among the participating jurisdictions, and the net costs for the RFTA jurisdictions, Silt, and Rifle are **decreasing** by **\$6,245**, **\$146**, and **\$7,527**, respectively. The net cost impact to Garfield County is **decreasing** by **\$21,591**.
5. **Cost-Effectiveness:** Although one-way passenger trips, loaded miles, and loaded minutes, is performing under forecast causing a negative cost-effectiveness of the service. Over the past five months, passenger trips have exceeded prior year by 2% increasing the cost-effectiveness of the service. The chart below, using the preliminary December forecast, indicates the following decrease in performance measures:

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 73.63	\$ 73.06	\$ 0.57	1%
Total Cost Per Loaded Mile	\$ 15.36	\$ 13.52	\$ 1.84	14%
Total Cost Per Loaded Minute	\$ 3.90	\$ 3.57	\$ 0.33	9%

Budgeted 2024 Traveler 7-Party MOU Service and Cost Data Compared with Traveler Year-to-Date Actual Service and Cost Data Forecasted to Year-End 2024

December 2024 PreliminaryData

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
		2024 Forecast One-Way Passenger Trips	MOU Est. One-Way Passenger Trips	Forecast - MOU Vari +/-	2024 Forecast Loaded Miles	MOU Est. Loaded Miles	Forecast - MOU Vari +/-	2024 Forecast Loaded Minutes	MOU Est. Loaded Minutes	Forecast - MOU Vari +/-	2024 Est. Forecast Fully Allocated Cost	Est. MOU Fully Allocated Cost	Forecast - MOU Vari +/-	2024 Est. Forecast Allocation of County Contribution, Grants & Program Income	Est.MOU Allocation of County Contribution, Grants & Program Income	Forecast - MOU Vari +/-	2024 Est. Forecast Net Respons for Each Municipality	MOU Est. Net Respons for Each Municipality	2024 Forecast to 2023 MOU Vari +/-	2024 Forecast Municipal Cost Only Per Trip	2024 Forecast Total Alloc. Cost Per Trip	
1	Carbondale	74	260	(186)	713	2,550	(1,837)	1,914	6,770	(4,856)	\$ 7,054	\$ 23,548	\$ (16,495)	\$ 3,621	\$ 11,535	\$ (7,915)	\$ 3,433	\$ 12,013	\$ (8,580)	\$ 46.39	\$ 95.32	1
2	Glenwood Springs	4,047	3,850	197	11,998	16,150	(4,152)	70,564	81,130	(10,566)	\$ 275,122	\$ 277,983	\$ (2,861)	\$ 141,219	\$ 136,170	\$ 5,049	\$ 133,903	\$ 141,814	\$ (7,911)	\$ 33.09	\$ 67.98	2
3	New Castle	610	560	50	9,197	7,060	2,137	22,364	14,530	7,834	\$ 76,842	\$ 53,225	\$ 23,617	\$ 39,443	\$ 26,072	\$ 13,371	\$ 37,399	\$ 27,153	\$ 10,246	\$ 61.31	\$ 125.97	3
4	Silt	48	50	(2)	340	360	(20)	867	980	(113)	\$ 3,605	\$ 3,725	\$ (120)	\$ 1,851	\$ 1,825	\$ 26	\$ 1,755	\$ 1,900	\$ (146)	\$ 36.56	\$ 75.11	4
5	Rifle	4,276	4,760	(484)	14,828	12,990	1,838	70,484	75,410	(4,926)	\$ 285,041	\$ 286,695	\$ (1,654)	\$ 146,310	\$ 140,437	\$ 5,873	\$ 138,731	\$ 146,258	\$ (7,527)	\$ 32.44	\$ 66.66	5
6	Garfield County	1,680	1,720	(40)	14,384	21,400	(7,016)	36,495	50,160	(13,665)	\$ 142,778	\$ 173,100	\$ (30,322)	\$ 142,778	\$ 173,100	\$ (30,322)	\$ -	\$ -	\$ -	\$ -	\$ 84.99	6
7	Total	10,735	11,200	(465)	51,460	60,510	(9,050)	202,688	228,980	(26,292)	\$ 790,442	\$ 818,277	\$ (27,835)	\$ 475,221	\$ 489,139	\$ (13,918)	\$ 315,221	\$ 329,139	\$ (13,918)	\$ 29.36	\$ 73.63	7
	Check Total	10,735		-4%	51,460		-15%	202,688		-11%	\$ 790,442			\$ 475,221			\$ 315,221					
	Difference +/-	-			-			-			-			-			-					

Note: Column P, Line 6 indicates potential changes in Garfield County's 2024 contribution based on year-end forecasted costs and services

Note: Column S, Lines 1 - 5 indicate potential changes in the jurisdictions 2024 contributions based on year-end forecasted costs and services



Chart 1

Jurisdiction	% Actual Psgr. To Budget	% Actual Load Miles To Budget	% Actual Loaded Minutes To Budget
Carbondale	28%	28%	28%
Glenwood Springs	105%	74%	87%
New Castle	109%	130%	154%
Silt	96%	94%	88%
Rifle	90%	114%	93%
Garfield County	98%	67%	73%
Total Average	96%	85%	89%

Chart 2

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 73.63	\$ 73.06	\$ 0.57	1%
Total Cost Per Loaded Mile	\$ 15.36	\$ 13.52	\$ 1.84	14%
Total Cost Per Loaded Minute	\$ 3.90	\$ 3.57	\$ 0.33	9%

Line Item	2024 Budget	Dec, 2024 YTD Forecast	2024 Forecast Reconciliation	
1 Total Est. RFTA Traveler Cost	817,424	789,589	(27,835)	
2 Glenwood ADA Contribution	(30,000)	(30,000)	-	
3 Net RFTA Traveler Cost	787,424	759,589	(27,835)	
4 RFTA Carbondale Cost	12,013	3,433	(8,580)	
5 RFTA Glenwood Cost	141,814	133,903	(7,911)	
6 RFTA New Castle Cost	27,153	37,399	10,246	
7 Net RFTA Cost	180,980	174,736	(6,245)	RFTA Reduces GF Transfer
8 County Payment to RFTA	606,444	584,853	(21,591)	County refund from RFTA
9 Silt Cost	1,900	1,755	(146)	County refunds Silt
10 Rifle Cost	146,258	138,731	(7,527)	County refunds Rifle
11 Balance of County Funding	458,286	444,368	(13,918)	

2024 Forecast - 12-2024: Year-To-Date and Annualized Cost and Service Data

Line Item	Breakdown	Pay Periods		Annualized	2024 Forecast	Variance
		2024 Budget	YTD Actual			
Salaries Supervisor Ops Dpt		99,522	98,920	99,738	102,338	2,816
Salaries NonCDL Bus (FTYR) Ops Dpt		221,488	246,015	248,048	249,698	28,210
Salaries NonCDL Bus (PTYR) Ops Dpt		38,156	17,649	17,795	18,267	(19,889)
Salaries Transit Dispatch		79,770	68,674	69,242	69,792	(9,978)
Salaries Mechanics Mtn Dpt		49,612	36,758	36,758	37,126	(12,486)
Alternative Activity		2,550	1,913	1,913	1,913	(638)
Overtime Pay		10,000				4,367
Overtime Pay - Supervisors			5,062	5,104	5,157	
Overtime Pay - nonCDL FT			4,339	4,375	4,407	
Overtime Pay - nonCDL PT			231	233	233	
Overtime Pay - Transit Dispatch			4,512	4,549	4,571	
Bonus Pay		2,000				(750)
Bonus Safety			1,000	1,000	1,000	
Bonus Safety			250	250	250	
Shift Pay		3,780				631
Shift Pay - nonCDL FT			4,332	4,368	4,411	
Separation Pay - Dispatch		0	17,991	17,991	17,991	17,991
Fringe Benefits Ops Dept	3,112	74,439				(4,840)
Fringe Benefits - Supervisor	17,034		17,501	17,646	18,146	
Fringe Benefits - nonCDL FT	37,849		33,795	34,074	34,278	
Fringe Benefits - nonCDL PT	3,000		1,705	1,719	1,762	
Fringe Benefits - Dispatch	13,444		15,203	15,328	15,414	
Health Insurance Ops Dept	-	79,085				(8,816)
Health Insurance - Supervisor	11,280		10,455	10,455	10,455	
Health Insurance - nonCDL FT	51,444		48,972	48,972	48,972	
Health Insurance - nonCDL PT	-		6	6	6	
Health Insurance - Dispatch	16,361		10,836	10,836	10,836	
Subtotal Compensation		660,402	646,118	650,399	657,020	(3,382)
Admin Overhead		40,000	40,000	40,000	40,000	-
Vehicle Insurance		14,602	9,133	9,133	9,133	(5,469)
Office Rental		20,510	20,074	20,074	20,424	(86)
Telephone/Communications		11,000	10,061	10,061	10,311	(689)
Staff Training		1,000	-	-	300	(700)
Travel		760	-	-	300	(460)
Office Supplies		800	44	44	400	(400)
Postage		400	410	410	500	100
Subtotal Admin		89,072	79,722	79,722	81,368	(7,704)
Repairs-Third party services		37,150	21,687	21,687	22,989	(14,161)
Drug and Alcohol Testing		600	-	-	200	(400)
DOT Exams		600	290	290	500	(100)
Unleaded Fuel		8,390	9,476	9,476	9,676	1,286
Compressed Natural Gas		9,010	5,058	5,058	5,458	(3,552)
Software Support		12,200	12,378	12,378	12,378	178
Subtotal Operating		67,950	48,889	48,889	51,201	(16,749)
Total Budget / Forecast		817,424	774,730	779,010	789,589	(27,835)

Actual & Annualized Data by Jurisdiction	Loaded Miles		Loaded Minutes		Passengers	
	YTD Actual	Annualized	YTD Actual	Annualized	YTD Actual	Annualized
Carbondale	713	713	1,914	1,914	74	74
Glenwood Springs	11,998	11,998	70,564	70,564	4,047	4,047
New Castle	9,197	9,197	22,364	22,364	610	610
Silt	340	340	867	867	48	48
Rifle	14,828	14,828	70,484	70,484	4,276	4,276
Rural Garfield	14,384	14,384	36,495	36,495	1,680	1,680
Total	51,460	51,460	202,688	202,688	10,735	10,735

RFTA - Garfield County Traveler

Year: 2024															
Jurisdiction	Passenger Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
Carbondale	Client	15	5	4	6	8	4	2	14	2	4	2	6	72	72
	PCA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Guest	0	0	0	0	0	0	0	0	0	0	2	0	2	2
Carbondale		15	5	4	6	8	4	2	14	2	4	4	6	74	74
Glenwood Springs	Client	319	345	319	341	373	343	319	345	347	359	291	336	4,037	4,037
	PCA	0	0	1	0	0	0	0	1	0	0	2	1	5	5
	Guest	0	1	2	0	2	0	0	0	0	0	0	0	5	5
Glenwood Springs		319	346	322	341	375	343	319	346	347	359	293	337	4,047	4,047
New Castle	Client	37	31	39	39	58	40	53	54	74	77	47	54	603	603
	PCA	0	0	0	0	0	0	0	0	6	0	0	0	6	6
	Guest	0	0	0	0	1	0	0	0	0	0	0	0	1	1
New Castle		37	31	39	39	59	40	53	54	80	77	47	54	610	610
Silt	Client	0	0	0	0	0	0	0	15	17	10	6	0	48	48
	PCA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Guest	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Silt		0	0	0	0	0	0	0	15	17	10	6	0	48	48
Rifle	Client	347	366	338	400	404	294	387	405	338	367	303	295	4,244	4,244
	PCA	13	5	0	6	0	0	2	2	0	0	0	4	32	32
	Guest	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rifle		360	371	338	406	404	294	389	407	338	367	303	299	4,276	4,276
Garfield County	Client	89	123	92	111	105	81	92	150	177	226	154	164	1,564	1,564
	PCA	0	0	0	0	0	0	0	0	12	20	12	16	60	60
	Guest	0	0	0	28	28	0	0	0	0	0	0	0	56	56
Garfield County		89	123	92	139	133	81	92	150	189	246	166	180	1,680	1,680
		820	876	795	931	979	762	855	986	973	1,063	819	876	10,735	10,735

Note: Garfield County client passenger type includes food cambro deliveries. Each delivery accounts for one client trip.

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Miles	Carbondale	151	6	53	51	72	50	1	152	22	50	24	81	713	713
	Glenwood Springs	873	924	892	969	982	917	901	1,221	1,284	1,164	908	963	11,998	11,998
	New Castle	516	437	463	572	860	585	816	886	1,164	1,261	759	878	9,197	9,197
	Silt	0	0	0	0	0	0	0	148	126	16	50	0	340	340
	Rifle	1,445	1,341	1,278	1,402	1,160	751	1,243	1,460	1,125	1,365	1,172	1,086	14,828	14,828
	Garfield County	990	1,089	852	1,398	986	824	1,008	1,249	1,513	1,833	1,136	1,506	14,384	14,384
		3,975	3,797	3,538	4,392	4,060	3,127	3,969	5,116	5,234	5,689	4,049	4,514	51,460	51,460

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Minutes	Carbondale	434	54	120	130	171	134	21	440	64	102	52	192	1,914	1,914
	Glenwood Springs	7,690	5,409	4,970	6,001	6,823	5,131	5,715	7,391	5,813	5,832	4,493	5,296	70,564	70,564
	New Castle	1,045	949	1,139	1,299	2,243	1,331	1,841	2,246	3,064	3,231	1,763	2,213	22,364	22,364
	Silt	0	0	0	0	0	0	0	342	314	89	122	0	867	867
	Rifle	6,311	6,374	5,284	7,168	5,646	3,921	7,008	7,974	5,067	5,903	5,043	4,785	70,484	70,484
	Garfield County	2,211	2,645	2,287	3,376	2,339	1,954	2,262	3,347	3,779	5,000	3,475	3,820	36,495	36,495
		17,691	15,431	13,800	17,974	17,222	12,471	16,847	21,740	18,101	20,157	14,948	16,306	202,688	202,688

Loaded Miles = Miles driven with passengers on board / Loaded Minutes = Minutes driven with passengers on board

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Hours	Carbondale	7.2	0.9	2.0	2.1	2.8	2.2	0.4	7.3	1.1	1.7	0.9	3.2	31.8	31.8
	Glenwood Springs	128.2	90.4	83.0	100.2	113.9	85.6	95.3	123.1	96.9	97.1	74.9	88.5	1,177.2	1,177.2
	New Castle	17.5	15.9	19.0	21.7	37.4	22.2	30.7	37.4	51.1	53.9	29.4	37.0	373.1	373.1
	Silt	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.7	5.2	1.4	2.1	0.0	14.4	14.4
	Rifle	105.0	106.3	87.9	119.5	94.1	65.3	116.7	133.1	84.3	98.5	84.0	79.4	1,174.1	1,174.1
	Garfield County	36.9	44.1	38.1	56.4	39.0	32.7	37.8	55.9	63.0	83.2	58.1	63.6	608.8	608.8
		294.8	257.5	230.1	299.9	287.3	208.0	280.8	362.5	301.6	336.0	249.3	271.7	3,379.4	3,379.4

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Distinct Customers	Carbondale	2	1	2	2	4	2	1	3	1	2	1	2	5
	Glenwood Springs	30	29	30	26	28	29	27	31	26	28	30	28	43
	New Castle	4	5	4	3	6	5	6	6	7	6	6	6	12
	Silt	0	0	0	0	0	0	0	1	1	2	1	0	2
	Rifle	32	30	33	32	28	28	31	34	29	30	28	27	44
	Garfield County	10	11	10	11	13	9	10	14	15	17	15	17	23
		78	76	79	74	79	73	75	89	79	85	81	80	129

Loaded Hours = Hrs driven w/psg on board / Distinct Customers p/month = Unique customers utilizing the service / YTD distinct customers shows unique YTD customers

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Psg p/Mile	Carbondale	0.02	0.04	0.03	0.03	0.02	0.07	0.02	0.02	0.01	0.02	0.03	0.03	0.02
	Glenwood Springs	0.14	0.15	0.14	0.16	0.13	0.16	0.14	0.13	0.12	0.11	0.11	0.11	0.13
	New Castle	0.03	0.02	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
	Silt								0.02	0.02	0.03	0.03		0.02
	Rifle	0.14	0.15	0.16	0.15	0.17	0.13	0.15	0.14	0.14	0.14	0.14	0.14	0.15
	Garfield County	0.03	0.03	0.03	0.04	0.04	0.03	0.03	0.03	0.04	0.04	0.04	0.04	0.04
		0.08	0.09	0.09	0.09	0.09	0.09	0.09	0.07	0.07	0.07	0.07	0.08	0.08

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Psg p/Hour	Carbondale	0.22	0.36	0.29	0.30	0.26	0.60	0.27	0.24	0.15	0.28	0.46	0.41	0.27
	Glenwood Springs	1.21	1.25	1.16	1.25	1.16	1.26	1.29	1.19	1.13	1.02	0.96	1.00	1.15
	New Castle	0.26	0.24	0.25	0.34	0.29	0.26	0.33	0.26	0.36	0.30	0.25	0.25	0.29
	Silt								0.21	0.17	0.23	0.26		0.20
	Rifle	1.45	1.32	1.34	1.36	1.42	1.27	1.35	1.33	1.27	1.21	1.31	1.22	1.32
	Garfield County	0.27	0.30	0.27	0.34	0.35	0.32	0.33	0.30	0.39	0.41	0.37	0.39	0.34
		0.79	0.79	0.78	0.84	0.81	0.84	0.87	0.69	0.70	0.69	0.69	0.69	0.76

RFTA - Garfield County Traveler

Jurisdiction: Carbondale															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	2	5	2	4	6	4	2	14	2	2	2	6	51
2024	Non-ADA - Ambulatory	Yes	13		2	2	2					2			21
			15	5	4	6	8	4	2	14	2	4	2	6	72

Jurisdiction: Glenwood Springs															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	ADA - Ambulatory	No	186	204	198	237	262	253	244	251	267	273	198	230	2,803
2024	ADA - Ambulatory Requiring Lift	No	9	10	6	10	10		7	8	8	19	16	15	118
2024	ADA - WheelChair	No	53	55	60	57	59	55	35	36	32	48	50	56	596
2024	Non-ADA - Ambulatory	No	62	70	44	29	32	27	25	39	32	11	21	27	419
2024	Non-ADA - Ambulatory Requiring Lift	No			1										1
2024	Non-ADA - WheelChair	No	9	6	10	8	10	8	8	11	8	8	6	8	100
			319	345	319	341	373	343	319	345	347	359	291	336	4,037

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	37	31	39	39	58	40	51	50	69	77	37	41	569
2024	Non-ADA - Ambulatory Requiring Lift	No							2	4			10	13	29
2024	Non-ADA - WheelChair	No									5				5
			37	31	39	39	58	40	53	54	74	77	47	54	603

Jurisdiction: Rifle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	208	234	206	256	243	196	244	251	224	235	176	189	2,638
2024	Non-ADA - Ambulatory Requiring Lift	No	58	76	59	75	78	51	67	79	54	62	53	45	757
2024	Non-ADA - WheelChair	No	83	58	75	71	85	49	78	77	62	72	76	63	849
			349	368	340	402	406	296	389	407	340	369	305	297	4,244

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	ADA - Ambulatory	No	18	25	24	26	23	15	14	31	41	68	47	42	374
2024	ADA - Ambulatory Requiring Lift	No	2	4											6
2024	ADA - WheelChair	No		10			13	14	12	12	18	18	18	14	129
2024	Non-ADA - Ambulatory	No	33	56	36	43	36	20	26	75	86	104	61	66	642
2024	Non-ADA - Ambulatory Requiring Lift	No	36	28	32	36	32	32	40	32	32	36	28	38	402
2024	Non-ADA - WheelChair	No				6	1							4	11
			89	123	92	111	105	81	92	150	177	226	154	164	1,564

Jurisdiction: Silt															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	0	0	0	0	0	0	0	15	17	2	6	0	40
2024	Non-ADA - Ambulatory Requiring Lift	No										8			8
			0	0	0	0	0	0	0	15	17	10	6	0	48

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Carbondale														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands		3		2									5
2024	Medical	15	2	4	4	8	4	2	14	2	4	2	6	67
		15	5	4	6	8	4	2	14	2	4	2	6	72

Jurisdiction: Glenwood Springs														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	105	103	107	106	137	96	88	96	70	83	67	91	1,149
2024	Medical	54	81	46	47	66	85	71	57	75	76	66	68	792
2024	Wellness	70	65	61	57	35	44	35	47	42	54	48	43	601
2024	Work	90	96	105	131	135	118	125	145	160	146	110	134	1,495
		319	345	319	341	373	343	319	345	347	359	291	336	4,037

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	2								3				5
2024	Medical	5	3	0	2	5	6	7	5	8	2	13	14	70
2024	Wellness	17	16	28	16	19	14	18	13	23	24	7	8	203
2024	Work	13	12	11	21	34	20	28	36	40	51	27	32	325
		37	31	39	39	58	40	53	54	74	77	47	54	603

Jurisdiction: Rifle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	115	105	97	104	118	74	123	108	90	99	81	96	1,210
2024	Medical	49	88	55	88	81	62	72	75	55	68	63	44	800
2024	Wellness	44	39	50	62	65	61	61	64	64	49	35	30	624
2024	Work	139	134	136	146	140	97	131	158	129	151	124	125	1,610
		347	366	338	400	404	294	387	405	338	367	303	295	4,244

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Cambro	36	28	32	36	32	32	40	32	32	36	28	28	392
2024	Errands	6	6	2	8	5	7	4	4	2	4	4	2	54
2024	Medical	2	14	0	2	11	12	12	21	51	70	46	55	296
2024	Wellness	8	14	12	24	5	4	4	4	4	4	2	3	88
2024	Work	37	61	46	41	52	26	32	89	88	112	74	76	734
		89	123	92	111	105	81	92	150	177	226	154	164	1,564

Jurisdiction: Silt														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Medical	0	0	0	0	0	0	0	0	0	8	0	0	8
2024	Wellness								15	17	2	6		40
		0	0	0	0	0	0	0	15	17	10	6	0	48

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

Year	Jurisdiction	No Show Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Carbondale	Late Cancel	2	3		1	1	1			1				8
	Carbondale	No Show	1	0	0	0	0	0	0	0	0	0	0	0	2
	Carbondale		3	3	0	1	1	1	0	0	1	0	0	0	10
	Glenwood Springs	Late Cancel	29	12	23	11	11	19	14	14	16	26	30	23	232
	Glenwood Springs	No Show	11	10	9	12	12	11	9	6	15	13	4	11	120
	Glenwood Springs		40	22	32	23	23	30	23	20	31	39	34	34	352
	New Castle	Late Cancel	4	6	2	1	1	1	2	1	5	2	3	3	31
	New Castle	No Show	0	0	0	1	1	0	0	0	1	0	0	2	4
	New Castle		4	6	2	2	2	1	2	1	6	2	3	5	35
	Silt	Late Cancel									5	2	2	1	10
	Silt	No Show	0	0	0	0	0	0	0	0	1	0	0	0	1
	Silt		0	0	0	0	0	0	0	0	6	2	2	1	11
	Rifle	Cancel at Door	1											1	2
	Rifle	Late Cancel	7	12	11	5	5	15	15	12	10	8	5	6	117
	Rifle	No Show	1	3	9	6	6	7	6	3	3	3	3	3	50
	Rifle		9	15	20	11	11	22	21	15	13	11	8	10	169
	Garfield County	Late Cancel	1	3	4			5	1	2	5	2	9	4	39
	Garfield County	No Show	2	0	0	2	2	3	1	2	1	1	1	2	17
	Garfield County		3	3	4	2	2	8	2	4	6	3	10	6	56
			59	49	58	39	39	62	48	40	63	57	57	56	633

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Denials	Carbondale	0	0	0	0	0	0	0	0	0	0	0	0	0
	Glenwood Springs	0	0	0	0	0	0	0	0	0	0	0	0	0
	New Castle	0	0	0	0	0	0	0	0	0	0	0	0	0
	Silt	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rifle	0	0	0	0	0	0	0	0	0	0	0	0	0
	Garfield County	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0

WORK REPORT TO CITY MANAGER

01.31.2025

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Attended CML *Ins and Outs of Digital Accessibility* webinar and Global Connections communications seminar.
- Very good social media response to both the English and Spanish flyers announcing the Street Projects Open House in February.

COURT

- Handled 67 adult cases on January 15 court day.
- Held 11 telephone hearings with inmates in custody.
- We are starting to see some preliminary language for a few potential legislative bills. Still waiting!

PUBLIC WORKS

- Job description drafting for replacement position for Quiriat Portuguese
- Performing Fleet related administrative jobs
- On-going AutoCAD work for Specification Manual and American Legion Veteran's Memorial; Asset Mgmt. administration.
- Coordinating purchasing of various Operations & Maintenance equipment

Fleet

- Normal fleet maintenance operations.
- Unit 1006 – 2010 Freightliner tandem: in shop in Grand Jct. with fuel and DEF issues: complete (AGR valve issue)
- Salt spreader for Unit 125 (Topkick) in for repair; spreader motor issues; parts received and now in repair.
- Project car: 4V11, 2011 Ford Fusion – steering rack replacement; parts received; 25% work complete
- Repair to the new IR Asphalt Patcher; LTJ Industrial Services performed repair; returned Thursday (16 January 2025) - repair patcher in completely restored condition.

Operations & Maintenance

- Recovery of Lopez property which was worked to prevent damage to properties below slide area east of Stillwell Avenue. – dormant due to winter
- Maintaining drainage structures in preparation for runoff.
- Casting sidewalk, as weather allows, at the Deerfield Park Sports Complex; last pour on Thursday (9 January 2025): complete
- Snowplow operations and street deicing, as necessary
- Water leak repair on Hickory
- Street pothole and damage repair with hot asphalt patching (infrared patcher)