



Town of Rangely

RDC Board Packet

June 8, 2016 Following RDA Meeting



1 – Agenda

AGENDA
RANGELY DEVELOPMENT CORPORATION (RDC)
June 8, 2016
FOLLOWING RDA MEETING

Brad Casto, Chairman

Lenora Smuts - Treasurer
Karen Reed
David Morton

Sarah Nielson
Tim Webber
Andrew Key

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Minutes of May 4, 2016.
- 4) Changes to the Agenda
- 5) Information
- 6) Old Business
- 7) New Business
 - A. Discussion and Action allowing the RDC to function as an agent for the Rangely Elks Shooting Range. This agreement would permit the CPW Grant award to reimburse the Town of Rangely Directly for disbursements made from the RDC during the renovation of the range. The Elks Club would be responsible for the disbursements made by the RDC should the State of Colorado reject payment under the Terms and Conditions of Grant# POGG1 PMAA 20160000000000000837.
 - B. Review and Acceptance of the By-Laws for the RDC.
- 8) Adjourn

3 – Minutes

Minutes
RANGELY DEVELOPMENT CORPORATION (RDC)
May 4, 2016
FOLLOWING RDA MEETING

Brad Casto, Chairman		
Lenora Smuts - Treasurer		Sarah Nielson
Karen Reed		Tim Webber
David Morton		Andrew Key

- 1) Call to Order- Meeting was called to order following the RDA on May 4, 2016
- 2) Roll Call- Karen Reed, Sarah Nielson, Tim Weber, Andrew Key were present.
Lenora Smuts and David Morton were absent
- 3) Approval of Minutes of November 13, 2015- Motion by Tim Webber second by Karen Reed, motion passed
- 4) Changes to the Agenda- None
- 5) Information- None
- 6) Old Business- None
- 7) New Business-
 - A. Ratify Appointment of Andrew Key- Motion by Karen Reed, second by Sarah Nielson, motion passed
 - B. Review and Approve March 2016 Financials- Motion by Tim Webber second by Sarah Nielson, motion passed.
- 8) Adjourn- Meeting adjourned

8 – New Business



STATE OF COLORADO
Department of Natural Resources

ORDER		** IMPORTANT **				
Number: POGG1 PMAA 20160000000000000837		The order number and line number must appear on all invoices, packing slips, cartons and correspondence				
Date: 05/18/16						
Description: PMAA, 5706, Rangely Elks Shooting Range		BILL TO				
Effective Date: 05/17/16 Expiration Date: 06/30/17		BUDGET/PLANNING/GRANTS				
BUYER		1313 SHERMAN STREET, 1ST FLOOR				
Buyer: Raevena Lopez		DENVER, CO 80216				
Email: raevena.lopez@state.co.us		SHIP TO				
VENDOR		MEEKER OFFICE				
BPOE # 1907		73485 Highway 64				
633 E MAIN ST		MEEKER, CO 81641				
RANGELY, CO 81648		SHIPPING INSTRUCTIONS				
Contact: Donald C. Reed ER		Delivery/Install Date:				
Phone: 970.589.4450		F.O.B: FOB Dest, Frieght Prepaid				
		VENDOR INSTRUCTIONS:				
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$47,893.00	<input type="checkbox"/>
Description: Grant Commodity						
Rangely Elks Shooting Range Upgrades per the attached scope of work.						
Service From: 05/17/16 Service To: 06/30/17						
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$47,893.00						

SCOPE OF WORK – SHOOTING RANGE GRANT

RANGELY ELKS SHOOTING RANGE

PURPOSE – Expand recreational shooting opportunities in Colorado.

OBJECTIVES – By June 30, 2017, perform the following at the Dragon Tail site south of Rangely:

- Remodel existing cinderblock building on site to make ADA compliant and for classroom instruction, including installation of a ADA compliant bathroom and entrance ramp;
- Construct a trap/skeet combination range, including 2 trap houses, two high and low houses, a control tower and boundary markers.
- Construct an archery range.
- Patch existing parking lot, install fencing and gate to control access to the range.

BACKGROUND – This project will develop a public shooting range in the Rangely area. The proposed work will make improvements to an existing cinderblock building for use as an instructional classroom, construction of a new combination trap and skeet range, construction of a new archery range, repairs to the existing parking lot and fencing to control access to the range. Funding for the project was approved by the CPW Director based on the recommendations of the Shooting Range Development Grants review panel in 2011.

Once completed, the range will host youth shooting tournaments, hunter education training, hunter sight-in practice, general public recreational shooting opportunities, and law enforcement training. Access to the site will be made through reservations with the Rangely Elks 1907. Elks members with appropriate training will be on-site while ranges are in use. No fees will be assessed to range users. The project sponsor will maintain the project improvements for their useful life of 15 years.

WORK TO BE PERFORMED –

Work anticipated to be completed during the project includes:

Trap/Skeet range: Site preparation, excavation, construction of trap houses, high houses, low houses, and control tower, power pole for night lighting, replace bench seating, and installation of trap and skeet sets and boundary markers. Project will include the purchase and installation of 4 trap machines, one for skeet and three for trap.

Classroom Building: Remodeling and painting of existing cinderblock building, remodel bathroom to ADA compliance standards, install approximately 1100 linear feet of 2" water main, repairs and painting of building exterior.

Archery range: Site preparation and construction of 80-yard archery range.

Parking, fencing, signage: Clear off, seal and patch existing parking area of approximately 22,000 square feet, install approximately 300 linear feet of 6-foot high chain link fencing along the road and around a

portion of the trap/skeet range to control public access, fabricate and install credit and other range signage.

SCHEDULE –

May – July 2016 – prepare site for construction, install concrete at trap/skeet range

June – August 2016 -- construct trap/skeet buildings and remodel new classroom and restroom

July – September 2016 – construct archery range, repair existing parking lot

PERSONNEL –

Don Reed	Rangely Elks	970-589-4450
Bill deVergie	CPW Area Wildlife Manager	970-878-6061
Jim Guthrie	Shooting Range Grant Program Coordinator	303-291-7563

BUDGET --

Rangely Elks Shooting Range

Item	Matching funds (1)	SRDG funds	Total
Trap/skeet range	\$5,000	\$34,000	\$39,000
Parking lot, fencing, signage	\$2,965	\$8,693	\$11,658
Classroom building	\$7,000	\$4,000	\$12,000
Archery range	\$1,000	\$1,200	\$2,200
Total	\$15,965	\$47,893	\$63,858

(1) – matching funds includes volunteer labor (600 hours X \$20/hour = \$12,000), donated labor and material (based on current market rates), donated funds from Elks fundraisers, and NRA and private grants.

Purchase Order Terms and Conditions

1. **Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.
2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
3. **Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.
4. **Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
5. **Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
6. **Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.
7. **Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.
8. **Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.
9. **Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.
10. **Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.
11. **Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.
12. **Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
13. **Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.
14. **Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.
15. **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.
16. **Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.
17. **Compliance.** Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
18. **Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.
19. **Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.
20. **Termination for Cause.** (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.
21. **Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.
22. **PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.
23. **Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.
24. **Choice of Law.** State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.
25. **Public Contracts for Services.** [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.
26. **Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of

Rangely Elks Shooting Range

Date 10/08/2015

From Donald C. Reed

Subject. Outlay of Scope of work for Renovations. Materials only.

- #1 Remove and install new entrance gate 32' X 4'-----\$1000.00
- #2 Install approximately 150' X 6' X 2' on each side of entrance with chain
Link fence to limit access to range-----\$2200.00
- #3 Clean up entire property, remove all junk and trash, brush hog and rake
entire property and burn it.-----\$1500.00
- #4 Chip out weed growths in asphalt cracks and sealcoat that which is in
need of, and fill in pot holes as needed-----\$ 800.00
- #5 Replace bench seating on seating rails and coat with weather proof sealer,
and paint all railings. Needs 14-2"X10"X10'-----\$1100.00
- #6 Build 2 trap bunkers one highboy and one lowboy to include electrical-- \$10,000.00
- #7 Install one new power poll for additional night lighting and fixture-----\$ 450.00
- #8 Purchase and install 4 trap machines, one for skeet and 3 for trap-----\$20000.00
- #9 Install 2" water main approximately 1100 linier feet to clubhouse-----\$ 6000.00
- #10 Complete dirt work for trap, skeet, and archery ranges-----\$ 4000.00

Clubhouse Building Exterior

- #1 Remove all bad facial and soffit boards.-----\$ 300.00
- #2 Repair roof cap on one side.-----\$ 50.00
- #3 Fill and patch cracks and holes exterior of building.-----\$ 30.00
- #4 Repairs 3 awning brackets with plates and rails.-----\$ 200.00
- #5 Replace broken door window of front door.-----\$ 50.00
- #6 Repair west side upper siding.-----\$ 300.00
- #7 Make new 4'x8' Shooting Range sign and hang.-----\$ 200.00
- #8 Repaint entire exterior of building.-----\$ 800.00

#9 Pour one 3" concrete door ramp for handicap access.-----\$ 100.00

#10 Install archery range up to 80 yards-----\$ 1000.00

Clubhouse Interior

#1 Remove all junk and debris and counter tops and replace-----\$ 600.00

#2 Gut and rebuild entry ways to Bathrooms making the handicap accessible--\$ 400.00

#3 Install new toilets and sinks and handrails.-----\$ 400.00

#4 Relocate electric hot water heater in outer area and re-plumb-----\$ 600.00

#5 Repair crack in fireplace minor-----\$ 40.00

#6 Repaint entire interior of clubhouse-----\$ 800.00

#7 Replace electric heater-----\$ 350.00

#8 Miscellaneous items-----\$ 200.00

Estimated Total-----\$52,870.00

Rangely Elks Club BPOE Sporting Range
Site Plan

10290 01.14.11

Site Concept Plan



Revised/Readopted/Adopted June/May _____, 2016

BYLAWS
FOR
RANGELY DEVELOPMENT COPORATION

ARTICLE ONE
NAME

1.1 Corporate Name

The Corporation shall be known as Rangely Development Corporation or the "RDC".

ARTICLE TWO
OFFICES

2.1 Registered Office

The Corporation shall maintain an office in the Rangely Municipal Building or such other location as the Board of Directors may designate.

2.2 Records

Records of the Corporation shall be maintained, stored, and deposited in the office of the Corporation and shall be available for inspection by any member of the Corporation or the public-at-large except that the Directors may establish reasonable rules protecting proprietary records of private parties. Until determined otherwise by the Board of Directors in a resolution, the records of the Corporation shall be treated as though subject to the Colorado Open Records Act.

ARTICLE THREE

PURPOSE. DISSOLUTION. FINANCIAL REPORTS. ~~AND~~ AREA OF OPERATIONS

3.1 Purpose

The Corporation is organized and operates for charitable purposes within Section 501 (c) (3) of the Internal Revenue Code of 1954 and any corresponding provision of subsequent laws. The purpose of the Corporation is will relieve economic distress and prevent community deterioration through assisting and promoting growth and development of business concerns in the Western portion of Rio Blanco County, the boundaries of said area being identical to the boundaries of the Rangely School District RE-4. Further, to implement said purpose, the Corporation shall have the power and authority the objects will be to do and or perform any or all lawful acts, engage in any lawful activity, and to coordinate its efforts with that of the Town of Rangely and the Rangely Development Authority, a Colorado urban renewal authority ("RDA") . or do and perform any other activity not prohibited by laws of the State of Colorado, as may, from time to time, be provided by the Bylaws of this Corporation.

3.2 No part of the gross or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, employees or agents, or to any members, trustees, officers or employees of the Town of Rangely, or to any commissioner, officer, employee or agent of the RDA or other private persons, except that the Corporation shall be authorized and enumbered to pay reasonable compensation for services rendered to any of the foregoing if the conflict of interest constraints of State law or of the Town of Rangely are fully complied with, including prior disclosure to the Board of Directors and approval of a majority of said Directors constituting a quorum in an open meeting of the Corporation. Further, the RDC has the power and authority -and to make payments and distributions for furtherance of the purposes set forth in Article Three hereof.

Revised/Readopted/Adopted June/May_____, 2016

3.3 No substantial part of the activities of the Corporation shall be the carrying of propaganda or otherwise attempting to influence legislation, ~~and~~ and The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law).

Revised/Readopted/Adopted June/May _____, 2016

3.4 Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation or shall distribute such assets to the Town of Rangely or to another entity exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), in such manner as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

3.52 Area of Operation

The Corporation's area shall be the Western portion of the County of Rio Blanco, State of Colorado, the boundaries of said area being identical to the boundaries of the Rangely School District RE-4, Rio Blanco County, State of Colorado.

3.6 Financial Reporting The Corporation shall make such financial reports as may be requested by the Mayor or the Town Manager of the Town of Rangely.

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ARTICLE FOUR MEMBERSHIP

4.1 Members

The Corporation shall have a membership of seven (7) persons to be known as "members" who shall be the Commissioners, other than the ex-officio members, membership of the Rangely Development Agency as duly appointed by the Mayor and/or the Board of Trustees of the Town of Rangely.

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4.2 Terms of Members

Terms of members shall coincide and be identical with each member's term on the Rangely Development Agency. Resignation or removal of a member of said agency shall be deemed a resignation or removal of a member of the Corporation. All members shall serve as Directors of the Corporation.

ARTICLE FIVE THE BOARD OF DIRECTORS

5.1 General Powers

The business and affairs of the Corporation shall be managed by the seven members of the Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, said Board may exercise all powers of the Corporation and do all acts and things not otherwise prohibited by law or the Articles of Incorporation.

5.2 Meetings

Board meetings may be called by the ChairPresident or any two members of the Board. The Secretary shall cause each Board member to be notified by mail or in person of any meeting at least forty-eight hours in advance of said meeting. The Board shall meet at least annually for the election of officers and any other business it may wish to conduct.

5.3 Quorum and Votes

Revised/Readopted/Adopted JuneMay _____, 2016

~~Four~~ ~~A majority of the~~ members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of said Board, and the affirmative vote of a majority of the members present that constitute a quorum shall constitute an act of the Board.

5.4 Adjournments

A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of those present, such meeting to be reconvened at a specific time and place. It shall not be necessary to give notice of the reconvened meeting of the business to be conducted, other than by announcement at the meeting to be adjourned.

5.5 Committees

Committees from among its own membership or from the public-at-large may be established by the Board of Directors from time to time for various purposes. All committees shall be advisory in nature and shall have no powers, staff, or authority to commit or obligate the Corporation or said Board.

5.6 Compensation

Directors shall receive no compensation, and activities of the Corporation shall not inure to their special benefit. However, reimbursement of reasonable expenses incurred as a result of their services to the Corporation may be made to Directors.

5.7 Bonds

The Board of Directors may require bonds for its officers, members, and employees conditioned on the faithful performance of the duties of their respective officers or positions, the costs of which bonds shall be defrayed by the Corporation.

5.8 Liability Insurance

The Board of Directors shall have the power to purchase and maintain liability insurance on behalf of its members, directors, officers, employees, or agents to the extent provided by Colorado law. The Town of Rangely may provide insurance in lieu of any insurance that the Corporation deems necessary.

ARTICLE SIX OFFICERS

6.1 Number of Officers

The officers of the Corporation shall be ~~Chairman~~~~President~~, Vice-~~Chairman~~~~President~~, Secretary, and Treasurer. No two offices shall be held by the same person. The duties of the Secretary and Treasure may be delegated to the Rangely Town Clerk with the consent of the Rangely Town Manager.

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6.2 Election of Officers

Officers shall be elected by the Board of Directors no later than thirty days following the biennial Town of Rangely municipal election and shall serve for two years or until they are no longer members of the Board, whichever is earlier,

6.3 Chairman~~President~~ and Vice-Chairman~~President~~

The ~~Chairman~~~~President~~ shall be the chief policy officer of the Corporation and shall preside at all meeting of the Board. The Vice-~~Chairman~~~~President~~ shall perform the duties of the ~~Chairman~~~~President~~ in the absence or

Revised/Readopted/Adopted JuneMay _____, 2016

6.4 Secretary and Treasurer

The Secretary shall be responsible for the keeping of accurate records of the acts and proceedings of the Board and shall be the custodian of records. The Treasurer shall have custody of funds of the Corporation and be responsible for keeping full and true account and reporting same to the Board.

ARTICLE SEVEN PROPERTY

7.1 Corporate Property

Any sale or any transfer of stock, bond, security, or any other property standing in the name of the Corporation shall be valid only if signed by the Corporation acting through any officer with the approval of the Board of Directors. Any transfer signed in this manner, having affixed thereon the seal of the Corporation, shall, in all respects, bind the Corporation as fully and completely as if each transaction had been authorized by specific vote of the Directors, and any person, firm, or corporation to whom a copy of this Article Seven shall have been certified by the Secretary, shall be entitled to rely thereon until notified of its repeal.

ARTICLE EIGHT MISCELLANEOUS

8.1 Fiscal Year and Annual Financial Statements

The fiscal year of the Corporation shall be January 1 through December 31. No later than three months after the end of the fiscal year, the Treasurer shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Corporation as of the close of the fiscal year.

8.2 Amendments to Bylaws

The Board of Directors shall have the power to alter, amend, or repeal these Bylaws and adopt new Bylaws.

Revised and re-adopted by action of the Board of Directors on
June _____, 2016. ~~February 26, 1992 Amended by action~~
~~of the Board of Directors March 4, 2002.~~

BYLAWS
FOR
RANGELY DEVELOPMENT CORPORATION

ARTICLE ONE
NAME

1.1 Corporate Name

The Corporation shall be known as Rangely Development Corporation or the “RDC”.

ARTICLE TWO
OFFICES

2.1 Registered Office

The Corporation shall maintain an office in the Rangely Municipal Building or such other location as the Board of Directors may designate.

2.2 Records

Records of the Corporation shall be maintained, stored, and deposited in the office of the Corporation and shall be available for inspection by any member of the Corporation or the public-at-large except that the Directors may establish reasonable rules protecting proprietary records of private parties. Until determined otherwise by the Board of Directors in a resolution, the records of the Corporation shall be treated as though subject to the Colorado Open Records Act.

ARTICLE THREE

PURPOSE. DISSOLUTION. FINANCIAL REPORTS. AREA OF OPERATIONS

3.1 Purpose The Corporation is organized and operates for charitable purposes within Section 501 (c) (3) of the Internal Revenue Code of 1954 and any corresponding provision of subsequent laws. The purpose of the Corporation is relieve economic distress and prevent community deterioration through assisting and promoting growth and development of business concerns in the Western portion of Rio Blanco County, the boundaries of said area being identical to the boundaries of the Rangely School District RE-4. Further, to implement said purpose, the Corporation shall have the power and authority to do andperform any or all lawful acts, engage in any lawful activity, and to coordinate its efforts with that of the Town of Rangely and the Rangely Development Authority, a Colorado urban renewal authority (“RDA” .

3.2 No part of the gross or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, employees or agents, or to any trustees, officers or employees of the Town of Rangely, or to any commissioner, officer, employee or agent of the RDA, except that the Corporation shall be authorized to pay reasonable compensation for services rendered to any of the foregoing if the conflict of interest constraints of State law or of the Town of Rangely are fully complied with, including prior disclosure to the Board of Directors and approval of a majority of said Directors constituting a quorum in an open meeting of the Corporation. Further, the RDC has the power and authority d to make payments and distributions for furtherance of the purposes set forth in Article Three hereof.

3.3 No substantial part of the activities of the Corporation shall be the carrying of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or

distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law).

3.4 Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation or shall distribute such assets to the Town of Rangely or to another entity exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), in such manner as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

3.5 Area of Operation

The Corporation's area shall be the Western portion of the County of Rio Blanco, State of Colorado, the boundaries of said area being identical to the boundaries of the Rangely School District RE-4, Rio Blanco County, State of Colorado.

3.6 Financial Reporting The Corporation shall make such financial reports as may be requested by the Mayor or the Town Manager of the Town of Rangely.

ARTICLE FOUR

MEMBERSHIP

4.1 Members

The Corporation shall have a membership of seven (7) persons to be known as "members" who shall be the Commissioners, other than the *ex-officio* members, of the Rangely Development Agency as duly appointed by the Mayor and/or the Board of Trustees of the Town of Rangely.

4.2 Terms of Members

Terms of members shall coincide and be identical with each member's term on the Rangely Development Agency. Resignation or removal of a member of said agency shall be deemed a resignation or removal of a member of the Corporation. All members shall serve as Directors of the Corporation.

ARTICLE FIVE THE BOARD OF DIRECTORS

5.1 General Powers

The business and affairs of the Corporation shall be managed by the seven members of the Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, said Board may exercise all powers of the Corporation and do all acts and things not otherwise prohibited by law or the Articles of Incorporation.

5.2 Meetings

Board meetings may be called by the Chair or any two members of the Board. The Secretary shall cause each Board member to be notified by mail or in person of any meeting at least forty-eight hours in advance of said meeting. The Board shall meet at least annually for the election of officers and any other business it may wish to conduct.

5.3 Quorum and Votes Four members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of said Board, and the affirmative vote of a majority of the members present that constitute a quorum shall constitute an act of the Board.

5.4 Adjournments

A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of those present, such meeting to be reconvened at a specific time and place. It shall not be necessary to give notice of the reconvened meeting of the business to be conducted, other than by announcement at the meeting to be adjourned.

5.5 Committees

Committees from among its own membership or from the public-at-large may be established by the Board of Directors from time to time for various purposes. All committees shall be advisory in nature and shall have no powers, staff, or authority to commit or obligate the Corporation or said Board.

5.6 Compensation

Directors shall receive no compensation, and activities of the Corporation shall not inure to their special benefit. However, reimbursement of reasonable expenses incurred as a result of their services to the Corporation may be made to Directors.

5.7 Bonds

The Board of Directors may require bonds for its officers, members, and employees conditioned on the faithful performance of the duties of their respective officers or positions, the costs of which bonds shall be defrayed by the Corporation.

5.8 Liability Insurance

The Board of Directors shall have the power to purchase and maintain liability insurance on behalf of its members, directors, officers, employees, or agents to the extent provided by Colorado law. The Town of Rangely may provide insurance in lieu of any insurance that the Corporation deems necessary.

ARTICLE SIX

OFFICERS

6.1 Number of Officers

The officers of the Corporation shall be Chairman, Vice-Chairman, Secretary, and Treasurer. No two offices shall be held by the same person. The duties of the Secretary and Treasurer may be delegated to the Rangely Town Clerk with the consent of the Rangely Town Manager.

6.2 Election of Officers

Officers shall be elected by the Board of Directors no later than thirty days following the biennial Town of Rangely municipal election and shall serve for two years or until they are no longer members of the Board, whichever is earlier.

6.3 Chairman and Vice-Chairman

The Chairman shall be the chief policy officer of the Corporation and shall preside at all meeting of the Board. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of that officer.

6.4 Secretary and Treasurer

The Secretary shall be responsible for the keeping of accurate records of the acts and proceedings of the Board and shall be the custodian of records. The Treasurer shall have custody of funds of the Corporation and be responsible for keeping full and true account and reporting same to the Board.

ARTICLE SEVEN

PROPERTY

7.1 Corporate Property

Any sale or any transfer of stock, bond, security, or any other property standing in the name of the Corporation shall be valid only if signed by the Corporation acting through any officer with the approval of the Board of Directors. Any transfer signed in this manner, having affixed thereon the seal of the Corporation, shall, in all respects, bind the Corporation as fully and completely as if each transaction had been authorized by specific vote of the Directors, and any person, firm, or corporation to whom a copy of this Article Seven shall have been certified by the Secretary, shall be entitled to rely thereon until notified of its repeal.

ARTICLE EIGHT

MISCELLANEOUS

8.1 Fiscal Year and Annual Financial Statements

The fiscal year of the Corporation shall be January 1 through December 31. No later than three months after the end of the fiscal year, the Treasurer shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Corporation as of the close of the fiscal year.

Revised/Readopted June _____, 2016

8.2 Amendments to Bylaws

The Board of Directors shall have the power to alter, amend, or repeal these Bylaws and adopt new Bylaws.

Revised and re-adopted by action of the Board of Directors on
June _____, 2016. .